

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (“this **Agreement**”) is made at Mumbai on this ____ day of _____ 202____;

BETWEEN

MICL CREATORS LLP, (PAN: ABRFM2556P), a Limited Liability Partnership duly constituted and registered under the Limited Liability Partnership Act, 2008, having its registered address at 12th Floor, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai – 400089, hereinafter referred to as “**PROMOTER**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners or partner for the time being of the Promoter, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the **ONE PART**;

AND

_____, (PAN: _____),
_____, (PAN: _____),
_____, (PAN: _____),
_____, (PAN: _____),

having address at _____, hereinafter referred to as the “**PURCHASER(S)**” or interchangeably as “**ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual(s), his/her/their respective heirs, executors, administrators, and permitted assigns; (b) in case of a Partnership Firm, its partners for the time being, the survivors or the last survivor of them and heirs, executors, administrators or the permitted assigns of such last survivor of them; (c) in case of Hindu Undivided Family, the HUF, the members and the coparceners of HUF and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member; and (d) In case of a Company, LLP and body corporate, its successors and permitted assigns) of the **OTHER PART**:

(The Promoter and the Purchaser(s) are, wherever the context so requires, hereinafter individually referred to as “**Party**” and collectively as the “**Parties**”).

WHEREAS:

- A. By various conveyances, (1) Meenalochani Co-operative Housing Society Limited, (2) Shree Nataraj Co-operative Housing Society Limited, (3) Belvedere Co-operative Housing Society Limited, (4) Honeycomb Co-operative Housing Society Limited, (5) Balaji Prasad Co-operative Housing Society Limited, (6) Neelkanth Chhaya Co-operative Housing Society Limited, (7) Sarvabandhu Co-operative Housing Society Limited, (8) Awadhपुरी

Co-operative Housing Society Limited, (9) Ashwamedh Co-operative Housing Society Limited, and (10) Lalit Prakash Co-operative Housing Society Limited (hereinafter collectively referred to as the “**Participating Societies**”) became entitled to the various pieces and parcels of land situated at Ratilal Bechardas Mehta Road (60 Feet Road), Ghatkopar (East), Mumbai – 400 077, as more particularly described in **Schedule-I Part A to Part J** hereunder written.

- B. By and under the respective Development Agreements (hereinafter referred to as the “**said Development Agreements**”), entered into with the Participating Societies, and duly registered with the office of the concerned Sub-Registrar of Assurances, the Promoter became entitled to carry out redevelopment of the lands (hereinafter referred to as the “**said Lands**”), more particularly described in **Schedule-I** hereunder written, as cluster redevelopment under *inter alia* Regulation 33(9) of the Development Control and Promotion Regulation, 2034 (hereinafter referred to as “**DCPR**”). The details of the said Development Agreements entered into with the Participating Societies is described in **Annexure “1”** hereunder written.
- C. As per the terms and conditions of the said Development Agreements, the Promoter is rightfully and sufficiently entitled to redevelop the said Lands more particularly described in **Schedule-I** hereunder written and has sole and exclusive right to sell the Flat(s) (other than flats to be allotted to the members of the Participating Societies) in the new building(s) to be constructed by the Promoter on the said Lands and to enter into Agreement(s) with purchasers to sell the Flat(s) therein and to receive the sale consideration in respect thereof and utilize entire FSI available in respect of the said Property utilizing the existing Free Floor Space Index (FSI) and utilizing TDR FSI as well as fungible FSI and other floor space available under the DCPR as applicable to the said Lands at any time during the subsistence of the same, which is hereinafter referred to as the “**Entire Development Potential**” of the same.
- D. M/s. Purnanand & Co., Advocates & Solicitors have issued a **Certificate of Legal Title Report** dated **4th January, 2024** bearing **Ref. No. M/4**, certifying title of the respective Participating Societies to the said Lands more particularly described in **Schedule-I** hereunder written and the right of the Promoter to develop the same, which is annexed hereto and marked as **Annexure “2”**. **Property Register Cards** in respect of the said Lands is annexed hereto and marked as **Annexure “3” (Colly)**.
- E. The Promoter has entered into standard agreement with ‘M/s. Kalpesh Laxmidas Shah’ (hereinafter referred to as the “**Architect**”), a firm of Architects, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter has also appointed ‘M/s. JW Consultants LLP’ as RCC Consultants (hereinafter referred to as the “**RCC Consultants**”) for the preparation of the structural design and drawings of the new towers to be constructed on the said Property

and the Promoter has accepted the professional supervision of the Architect and the RCC Consultants till the completion of the Cluster Development Project.

- F. The Promoter has envisaged scheme to amalgamate land belonging to the Participating Societies, including internal road meant for exclusive use by some of the Participating Societies admeasuring in all **13,128.52 Sq. Mts.**, and more particularly described in **Schedule – II** hereunder written, hereinafter referred to as the “**said Property**” as one property under cluster development and construct thereon 11 Towers (hereinafter referred to as the “**New Buildings**”), out of which Towers 2 to 11 will be constructed for rehabilitating the members of all the Participating Societies under the cluster development and also for sale component, while Towers 1 is exclusively earmarked for sale by the Promoter. In addition to the common amenities meant for all the owner/occupants in the said Project, the Promoter may provide additional amenities and facilities within Tower 1 for exclusive use by the purchasers of flats in Tower 1 only, and none of the owner/occupants of the flats in remaining Towers will have any rights in respect thereof (“**Exclusive Tower 1 Amenities**”). A copy of the **Layout** of the said Property, being the Cluster Development Project to be carried out thereon is annexed hereto as **Annexure “4”**.
- G. MBRRB, MHADA has carried out inspection of the tenants/ occupants in the existing buildings of each of the Participating Societies, along with the area occupied by them, and issued a certificate dated 30 August 2023, certifying the list of tenants/ occupants, area occupied by them, verifying the irrevocable consents of members received under Regulation 33(9) of the DCPR 2034, and certifying that the Promoter has complied with Clause 4(a) of Regulation 33(9) of DCPR 2023.
- H. Accordingly, the Promoter has, through the Architect, submitted building plans to the Brihanmumbai Municipal Corporation (hereinafter referred to as “**BMC**” or interchangeably as “**MCGM**”) for development of the said Property under cluster development as envisaged under Regulation 33(9) of DCPR 2023. The BMC duly approved plans and issued Intimation of Disapproval (hereinafter referred to as “**IOD**”) under No. P-16663/2023)/N WARD/FP/IOD/1/NEW dated 27th September 2023 inter alia for the construction of the New Buildings to be constructed on the said Property. Copy of the IOD is annexed hereto and marked as **Annexure “5”**.
- I. The BMC has also granted a Commencement Certificate up to basement top (hereinafter referred to as “**CC**”) under No. P-16663/2023)/N WARD/FP/CC/1/NEW dated 15th December 2023. Copy of the CC is annexed hereto as **Annexure “6”**.
- J. The Promoter is proposing to construct 11 Towers on the said Property, proposed to be known as “**AARADHYA ONEPARK**” (hereinafter referred to as “**the New Buildings**” or the “**said Project**”), such that each of the towers shall comprise of common 3 Basements and 1 Plinth/Ground/Stilt level and

- i. Building No.1, Tower No. 1 (Reserve) shall comprise of Podium/Amenity on the 1st Floor and 2nd to 16th upper residential habitable floors;
- ii. Building No.2, Tower No. 3 (Crest), Tower No. 4 (Dove), Tower No. 8 (Hazel) and Tower No. 9 (Iris) shall comprise of Podium on the 1st Floor having Part Amenity and Part residential habitable floor and 2nd to 18th upper residential habitable floors; and
- iii. Building No.2, Tower No. 2 (Breeze), Tower No. 5 (Evan), Tower No. 6 (Fiona), Tower No. 7 (Glen), Tower No. 10 (Jade) and Tower No. 11 (Klara) shall comprise of Podium/Amenity on the 1st Floor and 2nd to 18th upper residential habitable floors,

in accordance with the plans, specifications and designs approved/ that may be approved by BMC or any other concerned authority from time to time.

- K. The Promoter has registered the Project with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), under the provisions of Section 5 of the Real Estate (Regulation & Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The MahaRERA has duly issued the **RERA Registration Certificate** bearing No. [*insert registration no.*] dated [*insert date*] for the said Project and a copy thereof is annexed hereto and marked as **Annexure “7”**.
- L. Prior to execution of this Agreement, the Purchaser(s) has/have demanded inspection from the Promoter and the Promoter has given free, full and complete inspection to the Purchaser(s) of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Architects, Structural Consultants, the Certificate of Title from Advocates/Solicitors, Revenue Records and/or all other documents with regard to the said Property and New Buildings, as specified under RERA, including the rules and regulations made thereunder or under any other applicable law.
- M. The Purchaser(s) being desirous of acquiring a Flat in the Project being constructed by the Promoter, has/have applied to the Promoter to allot a flat (hereinafter referred to as the “**Flat**”) alongwith the exclusive use and occupation of balcony, if any (“**Balcony**”) attached thereto in the Tower (hereinafter referred to as the “**Concerned Tower**” or interchangeably as “**said Building**”) of the said Project along with car parking facility, if any (hereinafter referred to as the “**Car Parking**”). The details of the Concerned Tower, Flat, Floor, RERA Carpet Area, Balcony Area and the Car Parking are more particularly described in **Part A** of **Schedule III** hereunder written (hereinafter collectively referred to as the “**said Premises**”). The said Flat is hatched in red colour on the **Typical Floor Plan** annexed hereto and marked as **Annexure “8”**. The Promoter hereby agrees to sell to the Purchaser(s) the said Premises at or for the Total Consideration as more particularly described in **Part B** of **Schedule III**. It is clarified that sale of the said Flat is on the basis of RERA carpet area only.

- N. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in **Part B of Schedule III** as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser(s) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The said amount includes Earnest Money Deposit (hereinafter referred to as “**EMD**”) as mentioned in **Part B of Schedule III**. The EMD will be forfeited in case of cancellation of the said Premises by the Purchaser(s)/ termination of this Agreement for non-compliance by the Purchaser(s). The Purchaser(s) has/have agreed to pay to the Promoter the Total Consideration of the said Premises in the manner mentioned in **Part B of Schedule III**.
- O. The Purchaser(s) have been represented by the Promoter and are aware that the Promoter has availed financial facility for the said Project from the lender (“**Lender**”), as set out in the Declaration of Financial Encumbrances uploaded by the Promoter on the official web portal of MahaRERA. The **Lender** has issued **NOC** for the sale of said Premises, a copy whereof is annexed hereto as **Annexure “9”**.
- P. The Purchaser(s), after being fully satisfied about the facts stated hereinbefore and the right, title and authority of the Participating Societies to the said Property and the Promoter to develop the said Property in general by virtue of the said Development Agreements and permissions granted by the statutory authorities, has/have agreed to purchase the said Premises from the Promoter and the Promoter has agreed to sell the same to the Purchaser(s) on the terms and conditions hereinafter set out.
- Q. The Purchaser(s) prior to execution of this Agreement have been specifically informed and they are fully aware that at present, Airports Authority of India has granted permission to construct the buildings in the Project with height up to 57.13 mtr., above mean sea level. The Promoter has already filed appeal before the Appellate Authority, New Delhi for permission to construct the said Project with enhanced height, like height permitted to buildings in adjoining area and are expecting to obtain a favourable order/ permission shortly. Therefore, though BMC has sanctioned building plans up to the 18th floor (16th floor in the case of Tower 1) in all New Buildings, they will be permitted to construct building beyond 15th floor for each of the New Buildings only after they obtain requisite height permission from the Appellate Authority, New Delhi. The Promoter has informed and the Purchaser(s) is/are fully aware that ultimately each tower shall comprise floors as set out hereinabove. The Purchaser(s) hereby accords his/her/its/their irrevocable informed consent for the same.
- R. The Parties relying on the confirmations, representations and assurances made to each other, have agreed to enter into these presents, to reduce the terms, conditions and stipulations mutually agreed between themselves into writing.

- S. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents. The Promoter shall lodge this Agreement for registration before the concerned Sub-Registrar and upon intimation from the Promoter, the Purchaser(s) shall attend the office of Sub-registrar and admit execution thereof so as to get the same registered under the provisions of Indian Registration Act, 1908.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser(s) hereby agree(s) to purchase the said Premises on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

1) INTERPRETATION:

- a) The Parties hereto agree that the recitals and annexures to this Agreement shall form an integral part of this Agreement;
- b) In this Agreement, unless there is anything inconsistent with or repugnant to the subject or context:
- i. singular shall include plural and vice versa;
 - ii. masculine shall include feminine and vice versa;
- c) unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
- d) reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- e) reference to an “amendment” includes a supplement, modification, novation, replacement, or re-enactment, and the term “amended” is to be construed accordingly unless the subject or context otherwise requires;
- f) when any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day;
- g) wherever the Purchaser/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Purchaser/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- h) wherever reference is made to the “discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the

Purchaser/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Purchaser/s and all concerned persons.

- i) wherever reference is made to the “entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question.
- j) time is of the essence in respect of the performance by the Purchaser/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- k) All Aggregate Payments along with applicable taxes and duties shall be paid by the Purchaser/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever.
- l) references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- m) references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

2) PROMOTER’S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY THE PURCHASER(S):

- a) The Purchaser(s) hereby declares and confirms that he/she/they is/are aware that the Participating Societies are the Owners of the said Property, and that the Promoter is appointed by the Participating Societies for cluster redevelopment of the said Property and that the Promoter has full right and power to develop the said Property in accordance with the said Development Agreements.
- b) The Promoter proposes to construct the said layout comprising of the New Buildings, proposed to be known as “Aaradhya OnePark” in accordance with the plans, specifications and designs approved by BMC, which have been seen and verified by the Purchaser(s), with such variations and modifications as the Promoter may consider necessary or as may be required to be made by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons or due to the receipt of permission to construct upto an additional height, as has been explicitly represented. PROVIDED that the Promoter is entitled to implement the said Project to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said New Buildings to be constructed on the said Property. This shall operate as an irrevocable informed consent in writing of the Purchaser(s) to the Promoter carrying out such changes in the building plans.

PROVIDED that the Promoter shall obtain prior consent in writing of the Purchaser(s), in respect of variations or modifications which may adversely affect the Premises, except any alteration or addition required by any Government authorities or due to change in law.

- c) The Promoter is entitled to utilize the Entire Floor Space Index available on the Property, by availing of TDR or FSI as available or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI, which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **66,070.20** square meters as proposed to be utilized by the Promoter on the Property in the said Project and Purchaser(s) has/have agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3) ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:

- a) The Promoter hereby agrees to sell to the Purchaser(s) and the Purchaser(s) hereby agree/s to purchase from the Promoter the said Premises in the said Project to be known as “**Aaradhya OnePark**” being constructed by the Promoter on the said Property, as more particularly described in **Part A of Schedule III** hereunder written and hatched in red colour on the **Typical Floor Plan** hereto annexed and marked as **Annexure “8”**, surrounded by red colour boundary line, at or for the Total Consideration amount as described in **Part B of Schedule III** hereunder written (hereinafter referred to as the “**Total Consideration**”).
- b) The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in **Part B of Schedule III** as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser(s) from the Promoter (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The said amount includes the said Earnest Money Deposit as mentioned in **Part B of Schedule III**.
- c) The Promoter may allow, in its sole discretion, a rebate for early payments of the instalments payable by the Purchaser(s) by discounting such early payments at such rate per annum as may be agreed between Parties 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 the Purchaser(s) by the Promoter.
- d) The Total Consideration excludes proportionate share of maintenance, outgoing charges, betterment charges or such other levies, charges or deposits to be paid to the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, corpus, security deposits and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Premises (hereinafter collectively referred to as “**Other Charges**”) not withstanding what is written in Clause 17 and 18. The Purchaser(s)/the other allottees of the said Project are liable to bear and pay the Other Charges as set out in the **Part B** of

Schedule III hereunder written. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Flat. The changes, if any, in the Other Charges shall be intimated by the Promoter to the Purchaser(s) on or before handing over possession of the said Premises to the Purchaser(s). The heads of the Other Charges are only indicative and not exhaustive, and the Purchaser(s) agrees to pay such other charges/amounts or such increase in the abovementioned other charges / amounts as the Promoter may indicate to the Purchaser(s), without any delay or demur. The Purchaser(s) irrevocably and unconditionally agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises.

- e) The Purchaser(s) agrees to pay all the amount towards the said Total Consideration and the “**Other Charges**” in the manner as provided in **Part B** of **Schedule III** notwithstanding what is written in Clause 17 and 18; irrespective of whether his/her/their loan, if any, has/have been sanctioned/disbursed or not (time being of the essence).
- f) All payments to be made by the Purchaser(s) under this Agreement (other than GST and other taxes and charges), by whatsoever name called, shall be deposited in such bank account of the Promoter, as may be intimated to the Purchaser(s) by the Promoter from time to time, either by way of cheque/banker’s cheque/RTGS/NEFT. The Purchaser(s) shall, on making a payment via RTGS/NEFT, share with the Promoter the UTR Code/Reference Number to identify the payment. The Purchaser(s) shall be responsible for ensuring that payment of each installment is made within 7 (seven) days of the demand for the said installment made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account, as mentioned hereinabove.
- g) The Purchaser(s) agrees and undertakes to pay the Total Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate resources only. The Promoter shall not be obliged to accept amounts from any person other than the Purchaser(s) herein. The Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the said Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of the said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only. The source used for making payments of the Total Consideration shall not be tainted or considered as ‘proceeds of crime’ under the Prevention of Money Laundering Act, 2002.
- h) The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority/ Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost or other levies imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued etc. in that behalf and to that effect

in accordance with the demand letter being issued to the Purchaser(s), time being of the essence, which shall only be applicable on subsequent payment.

- i) The Purchaser(s) agree and undertake that in the event of the Purchaser(s) availing a financial assistance for payment of the consideration agreed to be paid herein, then the Promoter shall not in any way be liable or responsible for the repayment of the financial assistance/loan taken by the Purchaser(s). All costs in connection with the procurement of the financial assistance/loan and creation of a mortgage over the said Premises and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Further it shall be the sole responsibility of the Purchaser(s) to get disbursed the amounts from the concerned lender within due date as may be intimated by Promoter from time to time and the Purchaser(s) alone shall be liable to pay any interest, penalties, costs, charges, etc. arising out of late payments thereof; if any.
- j) The Purchaser(s) authorise/s the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of the dues against lawful outstanding, if any, in his/her/its/their name, including first towards the satisfaction of interest due, as the Promoter may, in its sole discretion, deem fit and the Purchaser(s) undertakes not to object/demand/ direct the Promoter to adjust its payments in any manner.
- k) Time is essence for the Promoter as well as the Purchaser(s). The Promoter shall abide by the time schedule for completing the said Project and handing over the said Premises to the Purchaser(s) and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein.
- l) The said Total Consideration is excluding all the property tax, other taxes (Municipal / State / Federal) and / or other statutory duties, GST, levies, cesses, charges, deposits, premiums, duties or any other similar taxes which may be levied by statutory authorities in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the said Premises.
- m) On the installment falling due, the Promoter shall intimate in writing to the Purchaser(s) to make payment of such installment together with applicable GST or applicable taxes thereon and the Purchaser(s) shall, without any demur or protest, make payment within 7 (Seven) days of issuance of such intimation, time being of the essence. Without prejudice to the other rights of the Promoter under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoter an interest as per applicable law on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s). Further the Purchaser(s) agree/s that in the event of non-payment of any of

the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein. Upon completion of each stage, the Promoter shall issue demand letter to the Purchaser(s) by RPAD/courier/email/hand delivery at the address of the Purchaser(s) mentioned in this Agreement or by email on Purchaser(s)'s email address. Along with said demand letter, the Promoter shall enclose certificate of Architect, *inter-alia*, certifying the completion of such stage. The certificate of the architect shall be conclusive proof of completion of such stage.

- n) The Purchaser(s) is/are aware that in accordance with section 194-IA of the Income Tax Act, 1961, TDS has to be deducted at the rate mentioned in the Income Tax Act, 1961 of the Purchase Consideration/ every instalment thereof, while making payment to the Promoter under this Agreement. The amounts so deducted by the Purchaser(s) are required to be paid to the Income Tax Authorities on or before the 7th day of the English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser(s) electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser(s) submitting the original TDS Certificate within 15 (fifteen) days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Purchaser(s) further agree/s and undertake/s that if the Purchaser(s) fail/s and/or neglect/s to deduct the tax at source or fail/s to pay the same after deduction to the Income Tax Authorities, the Purchaser(s) alone shall be deemed to be the assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability for non-payment of such TDS.
- o) All the outstanding amounts, if any payable by the Purchaser(s) to the Promoter shall carry applicable interest at the rate prescribed in RERA Rules from the date the said amount falls due till the date of receipt/realization of payment by the Promoter.
- p) Within 15 (fifteen) days of Possession Notice (defined herein) given by the Promoter to the Purchaser(s), the Purchaser(s) shall be liable to bear and pay the proportionate share that may be decided by the Promoter, as the case may be, towards (a) insurance premium; (b) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the New Buildings including water taxes and water charges; and (c) outgoings for the maintenance and management of the estate, and the amenities, common lights, amenities, club house and other outgoings such as collection charges, charges for facility management services, security, and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the New Buildings and the said Property underneath along with GST and any other taxes/levies as applicable.
- q) The Purchaser(s) shall pay/deposit with the Promoter the interest-free Refundable Security Deposit along with the payment of Other Charges as mentioned in **Part B of Schedule III** hereunder written. The aforesaid Refundable Security Deposit shall be refunded to the Purchaser(s) after deducting amounts for rectifying defects; if any towards damages caused while drilling holes in the walls / damage to the internal walls / external walls and flooring

causing leakage in the said Flat, water proofing work, seepage problem in the said Flat and/or neighbouring/ downstairs flat or to any common areas or to the building / while loading/ unloading/ transporting the furniture inside the said Flat / causing damages to the passenger lifts etc., while shifting or carrying out interior work / civil work in the said Flat.

- r) The abovementioned Other Charges will remain with the Promoter and the account thereof will be maintained until handover of affairs/management to the Society. All the Other Charges, other than amounts towards Legal charges and Water/ Electric Meter Charges and any other service connection as applicable; after deducting actual expenses incurred by the Promoter, will be handed over to the Society. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned herein, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the Society or towards the aforesaid outgoings and shall utilize the amounts only for the purposes for which they have been received.
- s) The amounts so paid by the Purchaser(s) to the Promoter under the sub-clause above shall not carry any interest and shall be utilized by the Promoter for the purposes for which these amounts have been received or balance thereof, if any, shall be handed over to the Society.
- t) The Purchasers declare and affirm that in case of joint allotment, failure to pay by any one of the Purchasers shall be deemed as failure to pay by all and all Purchasers shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
- 4) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 5) **CAR PARKING:** the Purchaser(s) hereby agrees and acknowledges that:
- a) The Promoter shall identify and allocate the said Car Parking simultaneously with offering possession of the said Flat. The decision of the Promoter with respect to such identification and allocation of the said Car Parking shall be final and binding on the Purchaser(s) and the Purchaser(s) hereby gives his/her/their irrevocable consent for the same and undertakes not to dispute such allocation, size, location and type of arrangement (surface/ tandem/ stack/ mechanical) and/or for any reason whatsoever at any time in future.

- b) The said Car Parking is/are provided for exclusive use by the Purchaser(s). The Purchaser(s) will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking by the Promoter/ Participating Society/ New Society/ Apex Body, as the case may be, and shall pay such outgoings in respect of the said Car Parking, as may be levied by the Promoter/ Participating Society/ New Society/ Apex Body, as the case may be.
- c) The Purchaser(s) undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking allotted to him/her/them, except along with the said Flat. The rights of the Purchaser(s) in respect of the said Car Parking shall be co-extensive and co-terminus along with this Agreement. The Purchaser(s) agrees that unauthorized use of the Car Parking will tantamount material breach of the terms of this Agreement. For such breach, the Promoter/ Participating Society/ New Society/ Apex Body shall have rights inter-alia to levy such penalty or take such action as they may deem fit.
- d) The Purchaser(s) undertakes to pay such maintenance charges in respect of the said Car Parking, as may be decided by the Promoter/ Participating Society/ New Society/ Apex Body, from time to time.
- e) The Mechanical Car Parking System is purchased from third party Vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Purchaser(s) waives any and all claims, liabilities against the Promoter and/or its affiliates or their successors, MCGM/ BMC and its officers, in case he/ she/ it/ they experience any malfunctioning or shut down for any period or for want of electricity, etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Participating Society/ New Society/ Apex Body, whichever is earlier. The Purchaser(s) agrees not to withhold the maintenance to be paid towards the said Flat and/or the Car Parking for any reason whatsoever.
- f) The Purchaser(s) acknowledge/s and understand/s the car-parking spaces that may be provided for in the New Buildings, may be in the form of an automated mechanical stack parking or tower parking or puzzle pit parking in the form of level/horizontal mechanical parking system or any other form of automated or mechanical parking, wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the New Buildings and which parking system shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Purchaser(s) is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser(s) acknowledge/s that the Purchaser(s) has/have no objection to the same. The Purchaser(s) hereby agree/s and undertake/s that the Purchaser(s) to whom parking is allocated in such Mechanical Parking shall bear the costs and expenses of the maintenance of such Mechanical Parking system. The Purchaser(s) shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or on any other ground whatsoever and howsoever arising.

g) As per such earmarking of parking spaces done by the Promoter, the holder(s)/purchaser(s) of the said Flat shall be entitled to exclusively use, occupy and enjoy the right to park vehicle/s in the designated parking spaces in the said New Buildings. However, the location of such parking spaces shall be earmarked by the Promoter at the time of completion of construction of the said New Buildings and at the time of handover of possession of the said Flat to the Purchaser(s).

6) **ADHERANCE TO SANCTIONED PLAN:**

The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been/ may be imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser(s), obtain from the concerned local authority occupation certificate in respect of the said Premises.

7) **TIME IS OF ESSENCE FOR BOTH THE PROMOTER AND THE PURCHASER(S):**

Time is of essence for the Promoter as well as the Purchaser(s). The Promoter shall abide by the time schedule for completing the New Buildings and handing over the Premises to the Purchaser(s) after receiving the occupancy certificate, subject to what is stated hereinbelow. Similarly, the Purchaser(s) shall make timely payments of every instalment and other dues payable by him/her/them and shall comply with all other obligations under this Agreement.

8.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the said Premises to the Purchaser(s), the Promoter agrees to pay to the Purchaser(s), who does not intend to withdraw from the said Project, interest as specified in the Rule, on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the possession. The Purchaser(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

8.2 Without prejudice to the right of Promoter to charge interest in terms of provisions of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate

the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

9) AMENITIES AND FIXTURES:

- a) The Promoter shall construct the said New Buildings as per specifications approved by the competent authority and provide **Amenities** and **Facilities** in the **Common Areas** and all facilities and amenities of standard quality as per the specification more particularly described in **Schedule IV**, hereunder written and the '**Amenities, Fixtures and Fittings**' to be provided in the said Flat is more particularly described in **Schedule V**, hereunder written. The Purchaser(s) confirm/s that the amenities and facilities in common area mentioned in **Schedule IV** and the Amenities, Fixtures and Fittings described in **Schedule V** hereto are tentative and are subject to availability. In case of unavailability, the Promoter is entitled to give an equivalent product or the next best alternative and the Purchaser(s) hereby irrevocably grants his/her/their consent to the same. The Purchaser(s) further agree/s and undertake/s that the selection of the next best alternative shall be at the discretion of the Promoter.
- b) The Purchaser(s) agree he/she/it/they are aware that the Amenities, Fixtures and Fittings in Towers 2 to 11 of the said Project shall vary from the Tower 1. The Purchaser(s) shall not raise any grievance for any variance in such Amenities, Fixtures and Fittings.
- c) The Purchaser(s) are aware that each of the New Buildings shall have various common area amenities, which shall be used jointly by the Purchaser(s) as well as the other residents/ occupants of the said Project. However, Tower 1 shall have certain exclusive common amenities, which shall be used only by the residents/ occupants of Tower 1, and shall not be accessible to the Purchaser(s) and other residents/ occupants of Towers 2 to 11. The Purchaser(s) shall not raise any grievance with respect to the exclusive common amenities of Tower 1.
- d) Notwithstanding anything contained herein, it is agreed between the parties hereto that the sample premises, if any, constructed by the Promoter and all furniture, fittings, items, electronic goods, amenities etc. provided therein are only for the purposes of showcasing the premises, and the Promoter is not liable, required and/or obligated to provide any furniture, fittings, items, electronic goods, amenities etc. as displayed in the said sample premises, other than as expressly agreed by the Promoter under this Agreement. The Purchaser(s) undertakes to not raise any grievance for the same.

- 10) **POSSESSION DATE:** The Promoter shall give possession of the said Premises to the Allottee(s) on or before **31st July 2028**. If the Promoter fails or neglects to give possession of the said Premises to the Allottee(s) on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by him in respect of the said Premises with interest at the same rate as mentioned herein from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of any of the following events (“**Force Majeure Event**”):

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

11) PROCEDURE FOR TAKING POSSESSION:

- a) Subject to the Purchaser(s) not being in breach of any of the terms hereof and the Purchaser(s) having paid all the dues and amounts hereunder, including and not limited to the said Total Consideration and the Other Charges, the Promoter, upon obtaining the Occupancy Certificate (the occupancy certificate may be for any tower/s or whole of the said Project) from the Competent Authority, shall offer in writing the possession of the said Premises, to the Purchaser(s) in terms of this Agreement (“**Possession Notice**”) to be taken within 30 (thirty) days from the date of issuance of such notice; and the Promoter shall give possession of the said Premises to the Purchaser(s) subject to the Purchaser(s) making payment to Promoter of the Purchase Consideration, Other Charges, GST, amount payable at the time of taking possession as well as any other amounts payable under this Agreement, and signing and executing such undertakings, declarations, documents, writings, etc. as may be required by the Promoter.
- b) The Purchaser(s) shall take possession of the said Premises within 30 (thirty) days of the Promoter giving written notice to the Purchaser(s) intimating that the said Premises are ready for use and occupation.
- c) At the time of taking possession of the Premises, the Purchaser(s) shall inspect the said Flat along with the authorized representative of the Promoter and fully satisfy himself/herself/themselves that the said Flat has been constructed as per the approvals and the Flat amenities have been provided as per this Agreement. If, during the course of inspection, the Purchaser(s) points out any defects or deficiencies in respect of the said Flat and if such objections as raised by the Purchaser(s) are valid, such objections shall be recorded in the inspection sheet by the authorized representative of the Promoter and signed by both the Purchaser(s) and the authorized representative of the Promoter. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies as solely recorded in the inspection sheet. If the Purchaser(s) fails to

attend the inspection at the time of taking possession, the Purchaser(s) shall be deemed to have fully accepted the construction, state and condition of the said Flat.

- d) Even if the Purchaser(s) does not take possession of the said Premises for any reason whatsoever, still he/she/they shall become liable for the payment of all premium, applicable charges, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges and other taxes, levies, cess and/or charges etc. as may be imposed or become payable in respect of the said Premises, upon completion of the said **30 (thirty) days' Notice Period**.
- e) The Purchaser(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property, Project and Concerned Tower, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and New Buildings as mentioned hereinabove. Until the Society is formed and the said structure of the Concerned Tower is transferred to it, the Purchaser(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser(s) further agrees that till the Allottee's share is so determined, the Purchaser(s) shall keep paying to the Promoter provisional monthly contribution towards the Outgoings/Other Charges as described in **Part B of Schedule III** hereunder written on or before the 5th day of each month, or as may be informed by the Promoter from time to time. In case of delay, the Purchaser(s) shall be liable to pay interest plus GST as per applicable law till the date of payment. Non-payment or default in payment of said amounts shall be regarded as default on the part of Purchaser(s). The Purchaser(s) shall pay an amount equivalent to 24 (twenty four) months' provisional monthly contribution and outgoings by way of interest free Security Deposit to the Promoter on or before taking possession of the said Premises, The amounts so paid by the Purchaser(s) to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/lease of the said Property/ the Concerned Tower is executed in favour of the Society/ Apex Body, as aforesaid, and shall (after adjusting any outstanding amount) be handed over to the Society/ Apex Body at the time of handing over charge of the management of the said Concerned Tower/ Property to the Society/ Apex Body.
- f) The Purchaser(s) shall also be liable to bear and pay property/assessment tax, betterment charges, local taxes and any/all other levies (by whatever name it is called) payable to Municipal Corporation, Local Authorities and/ or any other Government and Semi-Government Authorities (hereinafter referred to as the "**Property/Assessment Tax**"). In case the Property/Assessment Tax bills are not issued in the name of the Purchaser(s) and are issued in the name of the Promoter/ Society, the Purchaser(s) shall pay their share of the Property/Assessment Tax to Promoter/ Society in advance to enable the Promoter/ Society, as the case may be, to make timely payment of the Property/Assessment Tax bills.
- g) The Purchaser(s) hereby nominates the person(s) as set out in the **Part B of Schedule III**; if any ("**the said Nominee**") as his/her/their/its Nominee in respect of the said

Premises. In the event of death of the Purchaser(s), the said Nominee shall assume all the obligations of the Purchaser(s) under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser(s) shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser(s) (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser(s) shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/ Succession Certificate/ Letter of Administration and/or such other documents as the Promoter may deem fit, from such Nominee. The Nominee would be required to give a Declaration – cum-Undertaking - cum - Indemnity Bond indemnifying the Promoter as may be necessary and required by the Promoter.

- 12) **FAILURE OF PURCHASER(S) TO TAKE POSSESSION OF THE SAID PREMISES:** Upon receiving a written intimation from the Promoter, the Purchaser(s) shall take possession of the said Premises from the Promoter by executing necessary documents. In case the Purchaser(s) fails to take possession within the said period of 30 (thirty) days, the Purchaser(s) shall continue to be liable to pay maintenance charges as applicable, as stated above. Upon taking actual possession of the Premises or upon expiry of the said 30 (thirty) days from the date of receiving the Possession Notice from the Promoter, the Purchaser(s) shall be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Purchaser(s) expressly understands that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Purchaser(s).
- 13) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 14) The Purchaser(s) shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential use. Purchaser(s) shall use the Car Parking, if any allotted to him/her/them, only for purpose of keeping or parking his/her/their own vehicles.
- 15) The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign

and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16) CONVEYANCE OF THE SAID PROPERTY

- a. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
 - b. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
 - c. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter 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 Promoter to the Society or the Limited Company, as the case may be.
- 17) The Allottee shall on or before delivery of possession of the said Premises keep deposited with the Promoter, the following amounts:-

- a. Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - b. Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - c. Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - d. Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - e. Rs..... For Deposit towards Water, Electric, and other utility and services connection charges and
 - f. Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.
- 18) The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 19) 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 Promoter, 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 project land, the Allottee shall pay to the Promoter, 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.

20) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- a. The title of the Participating Societies in respect of the said Property is clear and marketable; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, the Promoter has requisite rights to carryout cluster development of the said Property and construction of the said New Buildings.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out cluster development of the said Property and shall obtain requisite permissions and approvals, as and when required, under law and further approvals from time to time to complete the cluster development of the said New Buildings.
- c. There are no encumbrances upon the said Project, except those disclosed in the title report and/or disclosed on the MahaRERA Project website, if any.
- d. There are no litigations pending before any Court of law with respect to the said Property/ Project except those disclosed in the title report, if any. The Promoter has obtained requisite

- approvals, licenses and permits from the competent authorities with respect to the Project and will obtain such further permissions as may be necessary from time to time.
- e. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby they are prevented from entering into this Agreement;
 - f. The Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party in respect of the said Premises which will, in any manner, affect the rights of the Purchaser(s) under this Agreement.
 - g. If the Promoter fails or neglects to give possession of the said Premises to the Purchaser(s) by Possession Date, as stated hereinabove, save and except on account of Force Majeure Event (as defined herein above) or any reasons beyond their control or as provided in Section 18 of the RERA, then the Purchaser(s) shall be entitled, after giving 60 (sixty) working days' prior notice in writing, to terminate the Agreement and thereupon the Promoter shall be liable, on demand, to refund to the Purchaser(s) amount already received in respect of the said Premises along with interest at the rate stipulated in RERA Interest Rules, from the date of the receipt of such amount till payment, simultaneously against the Purchaser(s) executing and registering the requisite Deed of Cancellation of this Agreement. The Purchaser(s) agrees that the repayment as aforesaid constitutes his/her/their/its sole remedy in such circumstances and the Purchaser(s) foregoes any and all his/her/their/its rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever including but not limited to those of a direct or consequential nature or otherwise.
 - h. In the event, the Purchaser(s) has availed housing loan and created mortgage on the said Premises, then along with the notice of termination, they shall submit NOC from such bank or institution for termination of the Agreement by Purchaser(s). Till the amount along with interest thereon is refunded by the Promoter to the Purchaser(s), the Purchaser(s) shall, subject to prior encumbrance, if any, have a charge on the said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Property or said Project in any manner whatsoever and the Promoter shall be entitled to deal with and/ or dispose off the said Premises to any person or party as the Promoter may desire at its sole and absolute discretion.
 - i. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
 - j. The Promoter 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.

- k. The Promoter 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 project land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement.
- l. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- m. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession to the Association of the Allottees;
- n. The Promoter shall 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;
- o. 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report, if any.

21) WARRANTIES AND COVENANTS OF AND BY THE PURCHASER(S):

The Purchaser(s) for himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows:

- a. TO MAINTAIN the Premises at the Purchaser(s)'s own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the Concerned Tower in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Concerned Tower in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- b. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Concerned Tower in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Concerned Tower in which the Premises is situated, including entrances of the Concerned Tower in which the Premises is situated and in case any damage is caused to the Concerned Tower in which the Premises is situated or the Premises on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
- c. TO CARRY OUT at his/her/their own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the Concerned Tower in which the Premises is situated or the Premises which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public

authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Concerned Tower in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Concerned Tower in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural purchasers/members in the Premises.
- e. NOT TO alter, modify, change, remove, add or alter with the design, placement and style of windows, glass façade, light fixtures, grill, railings, etc. installed by Promoter on external walls, chajja, deck, partition walls or any part of the Concerned Tower.
- f. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the said Concerned Tower in which the Premises is situated or any part thereof or any other part of the Project or whereby any increased premium shall become payable in respect of the insurance.
- g. NOT TO DO or permit to be done in or upon the Premises or any portion of the Concerned Tower, any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allotees of other Premises of the Concerned Tower;
- h. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the New Buildings or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
- i. TO KEEP the Premises inside and outside in a neat, clean and sanitary condition, free from waste and other debris, to store all items inside the Premises hereby agreed to be purchased and not in vacant places or in common areas or walk areas, pathways, etc. and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the New Buildings. The Promoter/ Participating Society/ New Society/ Apex Body shall have right to immediately dispose-off or move away items left un-attended/stored outside the Premises at the expenses and liability of Purchaser(s).
- j. To maintain lobby area in uniformity and for that purpose not to alter, modify, change, remove, add or alter with the design, placement and style of flooring, ceiling, walls, main door, handles, and name plate.
- k. NOT TO USE the refuge area provided in the Concerned Tower for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Concerned Tower;
- l. NOT TO OBJECT and to consent for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the Premises during repairs/ replacement which are beyond control of the Promoter.

- m. NOT TO CHANGE the elevations of the premises or do any structural changes or to put grills on the outer side of the Concerned Tower and shall maintain the same in the same form as the Promoter has constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoter/ Participating Society/ New Society/ Apex Body/ concerned authorities, as the case may be;
- n. TO ENSURE that the Participating Society/ New Society/ Apex Body, as the case may be, shall preserve and maintain the documents/ plans received from the Promoter and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the chief fire officer, through an authorised agency.
- o. NOT TO throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Concerned Tower in which the Premises is situated.
- p. TO CONTRIBUTE proportionately towards costs and expenses for maintenance and repairs of the New Buildings and other charges payable to concerned authorities in respect thereof and to pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Concerned Tower in which the Premises is situated.
- q. 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 Premises by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- r. NOT TO let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Premises, or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Purchaser(s) to the Promoter under this Agreement are fully paid up and only after obtaining No Objection Certificate from the Promoter/ Society as the case may be. On such transfer recorded/endorsed by the Promoter, the Purchaser(s) along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The new Purchaser/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned herein. However, if the Purchaser(s), subject to receiving approval from the Promoter for the proposed transfer, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then the permission as accorded by the Promoter shall lapse and for any proposed transfer of the said Flat at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply.

- s. TO OBSERVE AND PERFORM all the rules and regulations which the Participating Society/ New Society/ Apex Body 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 Concerned Tower 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 Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Participating Society/ New Society/ Apex Body regarding the occupancy and use of the Premises in the Concerned Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- t. The Purchaser(s) shall strictly not be allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Real Estate Project and / or within the said Lands. This condition is binding on the Purchaser(s) to adhere to at all times and is a material condition to this Agreement.
- u. The Purchaser(s) agrees that prior to undertaking any interior or fit-outs, the Purchaser(s) shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Flat and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Purchaser(s) shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Purchaser(s) confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Purchaser(s) at any time, whatsoever.
- v. The Purchaser(s) shall never in any manner enclose any flower beds, ducts, Lifts Lobbies, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Flat or any part thereof and keep the same unenclosed at all times.
- w. The Purchaser(s) shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural purchaser/s in the said Flat, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the said Land.
- x. The Purchaser(s) during carrying out renovation/additions in the said Premises shall ensure that he/she/they do not carry out any alteration, addition or change in the structural members, or in the structure of the said Building or in the common areas, including, without limitation, drilling in any of the structural members and walls etc., without obtaining prior written permission of the Promoter/Society and of the concerned authorities, wherever required. If the Purchaser(s) carries out any changes, stated as above, then, in that case, the responsibility of the Promoter shall cease and the Purchaser(s) alone shall be responsible to rectify any such damages/changes, if any at his/her/their own cost. The Purchaser(s)

shall also ensure not to damage in any manner whatsoever the water proofing provided by the Promoter in the said Premises.

- y. The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Purchaser(s) without any consent or concurrence of the Purchaser(s) and also to recover costs incurred for such demolition and reinstatement of the said Premises or in the structure of the said Building or in the common areas, to its original state.
- z. The Purchaser(s) shall not do either by himself / herself / themselves / itself or any person claiming through the Purchaser(s) anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.
- aa. The Purchaser(s) shall not park his/her/their car at any other place and shall park his/her/their car only in the Car Parking (if any) allocated to him/her/them in the said Project.
- bb. The Purchaser(s) shall make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Flat on a daily basis.
- cc. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Land/ Project in perpetuity.
- dd. The Promoter shall be entitled to construct site offices/sales lounge on the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the said Lands is fully completed, irrespective of whether the said Lands or any portion thereof is transferred to the Participating Society/ New Society/ Apex Body.
- ee. Till a conveyance of the structure of the Concerned Tower in which Premises is situated is executed in favour of Participating Society/ New Society, the Purchaser(s) shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Concerned Tower or any part thereof to view and examine the state and condition thereof.
- ff. the Purchaser(s) represents that he/she /they has/have not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser(s);
- gg. the Purchaser(s) represents that no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties;
- hh. the Purchaser(s) represents that none of his/her/their assets is/are subject matter of any attachment and/or the Purchaser(s) has/have not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser(s) is a defending party;

- ii. the Purchaser(s) represents that he/she/they has/have never been involved in any activity nor are any proceedings against him/her/them pending under the provisions of money laundering or foreign exchange violations/regulations; and
- jj. the Purchaser(s) represents that he/she/they has/have not compounded payment with his/her/their creditors and has/have not been convicted of any offence involving moral turpitude and/ or sentenced to imprisonment for any offence exceeding a period of 6 (six) months.
- kk. all direct tax liabilities, if any, of the Purchaser(s) shall be borne and paid by the Purchaser(s) alone, and the Promoter shall not be responsible for the same in any manner whatsoever.
- ll. the Purchaser(s) shall make payments of all instalments to the Promoter, as per the provisions of this Agreement. In case any cheques of the Purchaser(s), as provided to the Promoter, bounces for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed', the Purchaser(s) shall be liable to pay cheque bouncing charges plus GST incurred by the Promoter at actuals, as levied by the Bank. The Purchaser(s) have no objection to the Promoter adjusting the cheque bouncing charges against any amounts received from the Purchaser(s), as it may deem fit.
- mm. The Purchaser(s) shall, in the event of termination of this Agreement for any reason, execute and register Deed of Cancellation or such other documents (as may be required by the Promoter) ("Cancellation Deed") within 15 (fifteen) days of the receipt of intimation in this regard from the Promoter. In case the Purchaser(s) fails or delays or defaults in execution / registration of the Cancellation Deeds, the Promoter, at its sole discretion, shall be entitled to execute and register unilateral Cancellation Deed of the said Premises without any reference and recourse to the Purchaser(s). The Promoter's liability/ responsibility to refund to the Purchaser(s) amount already received in respect of the said Premises, simultaneously against the Purchaser(s) executing and registering the requisite Cancellation Deed.
- nn. the Promoter shall provide designated location/s for the installation of outdoor/ VRF units for the air conditioning system, and the Purchaser(s) shall not install the outdoor/ VRF units for the air conditioning system at any other location.
- oo. the Promoter shall provide standardised name plates, outside all the New Flats and the Purchaser(s) shall not be permitted to change the same in any manner whatsoever.
- pp. the Purchaser(s) shall not be permitted to change the exterior face of the main door facing the lift lobby and Name Plates provided by the Promoter nor will the Purchaser(s) be permitted to encroach upon the floor lobbies/fire area/lift area, any common area and ducts area.
- qq. the Promoter shall provide one video door phone in the Flat and thus the Purchaser(s) shall not install the safety door in order to maintain similar look and aesthetic of all lift lobbies of the New Buildings.
- rr. the Purchaser(s) shall not cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the Flat/s in the Tower and not to affix or put any grills/box grills outside the windows/balcony/ies of the said Flat as well as not to change material, color, windows,

chajjas, railings, etc., which will spoil and change the exterior elevation of the Flats and/or New Buildings.

- ss. the Purchaser(s) shall not keep the shoe racks, any kind of lobby furniture in the lift lobby, plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said New Buildings.
- tt. the Purchaser(s) shall not affix window in bedroom duct opening, kitchen balcony and kitchen duct, Marble sills and jambs in kitchen balcony and kitchen duct opening as such alterations / works affect architectural elevation of the said New Buildings and cause discoloration of the external elevation and shall not encroach upon external and/or internal ducts/void areas adjacent to the said Flat by constructing permanent or temporary work by closing and/or using it. Such duct areas are provided strictly for maintenance of service utilities, such as plumbing pipes, cables etc. and for breach of any of the terms mentioned hereinabove, the Purchaser(s) shall be solely responsible for all the consequences arising because of the same.
- uu. the Purchaser(s) is/are aware that in the plumbing duct, the pipes are to be always kept exposed as these pipes needs periodical/future plumbing maintenance.
- vv. the Purchaser(s) shall not carry out any external alteration in the said Flat by way of breaking any walls or beams or chajjas so as to alter the external appearance of the said Flat, nor shall affix or cause any slabs on voids provided in the said New Buildings and shall not do or make any loft in the said Flat.
- ww. the Purchaser(s) is/are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the building and is/are also aware that the connection has to be taken from the Common DTH/dish antennae only.
- xx. The dry and wet garbage will be separated and the wet garbage generated in the New Tower/s will be treated separately on the same plot by the residents/ occupants of the New Tower.
- yy. The Purchaser(s) is/are aware that the building plans have been sanctioned with inadequate AVS, depth of room size and height of head room at terrace floor, and the Purchaser(s) has/have no objection to the same and shall not object to the same in the future.

The Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the above covenants or any other terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

22) RIGHTS OF THE PROMOTER:

- a. The Promoter shall, for marketing the Project, be entitled to put up hoardings, sign boards, other marketing material on the Property or any part thereof, till there are any unsold flats in any of the New Buildings. The Purchaser(s) hereby agree and undertake that he/ she/ it/ they shall not raise any objection or cause any impediment to the same.
- b. The Purchaser(s) by himself/ herself/ itself/ themselves and/or through Participating Society/ New Society/ Apex Body, as the case may be, shall not restrict/prohibit the entry of the Promoter and/or its employees, contractors, consultants, agents or any prospective purchasers from accessing any part of the Property, or cause any impediment to any work being carried out by the Promoter, irrespective of the fact that part/full Occupancy Certificate is received for the Concerned Tower or any other New Buildings to be constructed on the Property, till such time that the entire work of the Project is completed and/or there are any unsold flats in any of the New Buildings.
- c. The Promoter shall be entitled to put up or erect or install all forms of signages, nameboards, letterings on the main gates of the Project, the Concerned Tower and/or at prominent locations on the Property as well as on the rooftops of the other New Buildings to be constructed (limited to three or four only) displaying the branding, logos of the Promoter and/or its Parent Company as well as of the Project. The Promoter agrees and undertakes that they shall maintain such signages, nameboards, letterings at their cost and expense. The Participating Society/ New Society/ Apex Body shall not remove the same without the express consent of the Promoter, however, on the Promoter's failure to maintain the same, the Participating Society/ New Society/ Apex Body shall be entitled to remove them, without recourse to reinstallation of the same. The Promoter shall at all times in the future be entitled to change such signages, nameboards, letterings, hoardings entirely at their costs and expenses such that their new and/or revised branding/logo is displayed, the Promoter shall not under any circumstances be permitted to display or advertise any other Project, whether being developed by the Promoter by themselves or jointly with others.
- d. The Promoter shall have the right to raise any additional loan/ financial facility in addition to the existing financial facility as availed by the Promoter, and to mortgage the cluster development right in the Project and/or create a charge thereon including on receivables from the Project with any bank(s)/financial institution(s) or any other party. Any such loan and the liability thereof shall be cleared by the Promoter only at its own expenses.

23) WAIVER:

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) by the Promoter shall not be construed as a waiver on the part of the Promoter 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 rights of the Promoter.

24) **MAINTAINANCE OF SEPARATE ACCOUNT:**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) of flats in the New Building as advance or deposit or towards the Other Charges as mentioned in **Part B of Schedule III** hereunder written and shall utilize the amounts only for the purposes for which they have been received.

25) **RESTRICTION ON RIGHT OF PURCHASER(S):**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property or New Buildings or any part thereof. The Purchaser(s) shall have no claim, save and except, in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, recreation spaces in the layout, etc. will remain the property and in absolute control of the Promoter/ Society, as the case may be.

26) **RESPONSIBILITY OF THE PROMOTER AND THE PARTICIPATING SOCIETIES UNDER RERA:**

- a. The Purchaser(s) is/are aware that the Participating Societies have submitted their Affidavit cum Declaration for registration of the said Project under RERA as Promoter (Land Owner/Investor) alongwith the Promoter herein as per the requirement of the RERA. It is however clearly agreed and understood that it shall be the sole responsibility of the Promoter to carry out and complete construction of the New Buildings and hand over possession of the Flat to the Purchaser(s) in time. In case of dispute between the Promoter and the Purchaser(s) regarding quality of construction or delay in completion, including defect liability, then the Promoter shall alone be responsible for the same subject to the provisions of this Agreement as set-out herein and the Purchaser(s) will not make any claim or demand against the Participating Societies.
- b. The liability of the Participating Societies shall be restricted to the title of the said Property and their obligation to admit the Purchaser(s) as its member.
- c. The Promoter alone shall be responsible for all liabilities, claims, litigation, disputes, demands etc., arising under the provision of RERA pertaining to or in connection with the cluster development of the said Property.

27) **RIGHT OF THE PROMOTER TO CREATE A MORTGAGE/ CHARGE/ LIEN:**

- a. The Promoter has not created any mortgage or charge on the said Property, save and except as disclosed in the title reports/ Declaration of Encumbrances as uploaded on MahaRERA project website. The Promoter is, entitled, to avail financing and/ or credit facilities, and create mortgage/ charge/ lien / raise loans and debts from banks, financial institutions or other persons, for the cluster development of the said Property in addition to the existing financial facility, without making the Participating Societies, its members/Purchaser(s) liable for repayment of the same, by creating mortgage or charge on the Promoter's Sale Component or receivables from sale of flats/ premises in the Promoter's Sale Component, as may be desired by the Promoter. In case any such mortgage or charge is made or created by the Promoter, 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 Purchaser(s), who has taken or agreed to take such Premises. The Promoter shall provide requisite NOC, if applicable from such Lender and will clear such loan on or before completion of entire development and handover of the Premises to the Purchaser(s).

- b. In case the Purchaser(s) avail/s the financial assistance or home loan *inter-alia* for purchasing or acquiring the said Premises, then in that event, the Promoter shall, at the request and cost of Purchaser(s), allow the charge, lien or mortgage to be created upon the said Flat of such financial institution from whom the Purchaser(s) shall avail such financial assistance or loan. It is agreed and understood that the responsibility/ liability of repayment of the said financial assistance/ loan shall be that of the Purchaser(s) alone. The Promoter shall, in no way, be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Purchaser(s) alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage/ charge/ lien is created pursuant to availing of such financial assistance/ loan by the Purchaser(s), the same shall be subordinate to the rights of the Promoter and be limited to and/ or restricted to or upon to the said Premises only. Save and except the said Premises, no other portion of the New Building and/ or the said Property shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/ home loan.
- c. The Purchaser(s) hereby expressly agrees that so long as the loan and the said Purchase Consideration remain unpaid/ outstanding, the Purchaser(s), subject to the terms hereof, shall not sell, transfer, let out and/ or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Promoter and the relevant bank/ financial institutions which have advanced the loan. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser(s) which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Purchaser(s) to inform the Promoter/Society about the lien/charge of such banks/Financial Institutions and the Promoter shall not be liable or responsible in any manner whatsoever.
- d. The Purchaser(s) indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against any/all claims, costs, charges, expenses, damages and losses which the Promoter, its successors or assigns may suffer or incur by reason of any action that any Bank/ Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the loan.

28) **ENTIRE AGREEMENT:**

This Agreement, along with its recitals, schedules, annexures, etc. constitutes the Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, booking form, correspondences, arrangements etc. whether written or oral, if any, between the Parties with regard to the said Premises/ said Property/ New Buildings, as the case may be.

- 29) **RIGHT TO AMEND:**
This Agreement shall not be amended by any of the Parties without mutual consent of each other. The amendment, if any, to be made to this Agreement shall be made only with the written consent of all the Parties and not otherwise.
- 30) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) / SUBSEQUENT PURCHASER(S):**
The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s). It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes. For the purposes of this Agreement, transfer shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the said Premises or any part thereof or (ii) the benefit of this Agreement and/or (c) in case the Purchaser is a company, directly or indirectly, the change in (i) control and/or management and/or (ii) shareholding constituting more than 25% of the voting rights and/or economic interest, (d) in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.
- 31) **SEVERABILITY:**
If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA or the RERA Rules framed thereunder or any other applicable law for the time being in force, then such provisions of the Agreement shall be deemed to have been amended or deleted and/ or shall be considered as 'severed' from this Agreement as if it was not forming part of this Agreement. But in that eventuality, the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 32) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**
Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other purchaser(s) in the said Project/ members of the Participating Societies, the same shall be the proportion which the RERA carpet area of the said Flat, including Balcony, if any bears to the total RERA carpet area of all the flats in the New Building.
- 33) **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.

- 34) **STAMP DUTY AND REGISTRATION:** The Purchaser(s) alone shall bear and pay the amounts payable towards the stamp duty and registration charges on this Agreement. The Purchaser(s) alone shall be liable to bear and pay all other charges, costs, taxes, GST and expenses incidental to or in connection with this Agreement.
- 35) **EXECUTION OF THE AGREEMENT:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Office or such other place as the Promoter may intimate.
- 36) **BINDING EFFECT:** Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 (seven) days from the date of receipt by the Purchaser(s) and secondly, appear/s for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fail/s to execute and deliver to the Promoter this Agreement within 7 (seven) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated herein above) without any interest or compensation whatsoever.
- 37) **ADDRESS FOR CORRESPONDENCE:**
That all notices to be served on the Purchaser(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) or the Promoter by Registered Post A.D. or Under Certificate of Posting or by email at their respective addresses notified by parties to each other from time to time. It shall be the duty of the Purchaser(s) and the Promoter to inform each other of any change in address/email id subsequent to the execution of this Agreement in the above address by Registered Post/UCP/email; failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser(s), as the case may be.
- 38) **JOINT PURCHASERS:**
That in case there are Joint Purchasers, all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her. The Joint Purchasers hereby agree and confirm that service of notices or other communication to the

first named Purchaser herein shall, for all intents and purposes, be considered as duly served on all the Purchasers.

39) FOREIGN EXCHANGE MANAGEMENT ACT:

It is abundantly made clear to the Purchaser(s) who is or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Flat, the Purchaser(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act ('FEMA'), 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) thereto and all other applicable laws, including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, as applicable. Further, the Purchaser(s) holds the Promoter harmless against any such action, and undertakes to indemnify the Promoter in case of any fine/ action/ proceeding, etc. initiated against him by the relevant authority for any reason.

40) PAYMENT COMPLIANCE:

The Promoter accepts no responsibility in regard to Purchaser(s)'s compliance of making payment via his/her own accounts. The Purchaser(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Purchaser(s) and such third-party shall not have any right in the application/ allotment of the said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser(s) only.

41) DISCLOSURES:

The Purchaser(s) doth hereby represent to the Promoter as follows:

- a. That he/she/they has/have independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.

- b. That he/she/they waives his/her/their right to raise any questions or objections to the title of the Society to the said New Building and right of the Promoter to develop the same and sell the said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoter.
- c. That he/she/they has/have entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- d. This Agreement sets forth the entire agreement and understanding between the Purchaser(s) and the Promoter and supersedes and cancels:
- (i) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and/or through on any other medium;
 - (ii) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than as expressly agreed by the Promoter under this Agreement; and
 - (iii) The Purchaser(s) agree/s and acknowledge/s that the sample flat and all furniture, fixtures, fittings, electronic goods, amenities, accessories, items, etc. provided therein are only the purpose of show casing that flat and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement.

42) **DISPUTE RESOLUTION:**

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of RERA and the RERA Rules or any other applicable rules and regulation framed thereunder.

43) **GOVERNING LAW AND JURISDICTION:**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and shall be under the exclusive jurisdiction of the courts in Mumbai.

THE SCHEDULE I ABOVE REFERRED TO:

(DESCRIPTION OF THE "PARTICIPATING SOCIETIES")

PART A – MEENALOCHANI CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of land or ground situate lying and being at Ghatkopar with a building standing erected thereon on Final Plot No. 353/5, Ghatkopar Town Planning Scheme No. III Southern Portion of Final Plot No. 353, North of the said Scheme admeasuring about 2577 sq. yards i.e. 2138.78 sq. metres, lying in the registration sub-district Bandra, district Bombay Suburban and bounded as follows: that is to say, on or towards the West by Plot No. 353/5A of

the said Scheme, on or towards the South by Plot No. 353/4 being portion of Plot No. 353 of the said Scheme and on or towards the North by Plot No. 353/6 being portion of Plot No. 353 of the said Scheme and on or towards the East by boundary line of T.P.S.III of Ghatkopar.

PART B – SHREE NATARAJ CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of vacant agricultural land or ground situate, lying and being at Ghatkopar in Greater Bombay, being Plot No. 353/7, a portion of Plot No. 353/6 of Final Plot No. 353 of the Town Planning Scheme No. III-Ghatkopar and admeasuring 1595 square yards, i.e., 1333.42 square metres or thereabouts and bounded as follows: that is to say, on or towards the West by 60 feet road, on or towards the South by Plot No. 353/5, on or towards the East by Plot No. 353/8 and on or towards the North by the 30 feet internal means of access; and also an additional area of 511 sq. yards i.e., 427.19 sq. metres being the undivided share in the undivided portion of land comprised in the internal means of access 'A' and 'B' and of the common recreation space.

PART C – BELVEDERE CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of agricultural land or ground situate lying and being at Ghatkopar in Greater Bombay being in the Sub-District of Bandra and District Bombay Suburban, Plot No. 353/8 a portion of Plot No. 353/6 part of plot no. 353 of the Town Planning Scheme No. III Ghatkopar and admeasuring 1321 sq. yards i.e. 1103 sq. metres or thereabouts and bounded as follows: that is to say, on or towards the West by Plot No. 353/7, on or towards the South by Plot No. 353/5, on or towards the East by Plot No. 353/9 and on or towards the North by the internal means of access 'A', and also an area 423 sq. yards, i.e., 353 sq. metres being the undivided share in the undivided portion of land comprised in the internal means of access 'A' and 'B' and of the common recreation space.

PART D – HONEYCOMB CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of agricultural land or ground situate lying and being at Ghatkopar in Greater Bombay, being in the Sub-District of Bandra and District Bombay Suburban, bearing Plot No. 353/9, a portion of Plot No. 353/6 part of Plot No. 353 of the Town Planning Scheme No. III Ghatkopar admeasuring 1451.33 sq. yards i.e., 1205 sq. metres or thereabouts and bounded as follows: that is to say, on or towards the West by Plot No. 353/8, on or towards the South by Plot No. 353/5, on or towards the East by T.P.S. III boundary and on or towards the North by the internal means of access 'A' and Plot No. 353/17, and an additional area of 467 sq. yards i.e., 390 sq. metres being the undivided share in the undivided portion in the internal means of access 'A' and 'B' and of the common recreation space.

PART E – BALAJI PRASAD CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of agricultural land or ground situate lying and being at Ghatkopar in Greater Bombay, being in the Registration Sub-District of Bandra and District Bombay Suburban, bearing Plot No. 353/11, a portion of Plot No. 353/6 part of Plot No. 353 of the Town Planning Scheme No. III Ghatkopar admeasuring 1303 sq. yards i.e., 1085 sq. metres or thereabouts and bounded as follows: that is to say, on or towards the West by Plot No. 353/12, on or towards the South by 30 feet means of access, on or towards the East partly by Plot No. 353/17 and partly by

recreation space and on or towards the North by Plot No. 353/16, and an additional area of 423 sq. yards i.e., 355 sq. metres being the undivided share in the undivided portion in the internal means of access 'A' and 'B' and of the common recreation space.

PART F – NEELKANTH CHHAYA CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of land or ground, together with the building standing thereon, situate in the Registration Sub-District of Bandra and District Bombay Suburban, bearing Plot No. 353/12, a portion of Plot No. 353/6 part of the Town Planning Scheme No. III Ghatkopar admeasuring 1323 sq. yards i.e., 1106 sq. metres or thereabouts and bounded as follows: on or towards the West by Plot No. 353/13, on or towards the South by the internal means of access 'A', on or towards the East by Plot No. 353/11 and on or towards the North by Plot No. 353/15, and an additional area of 355.30 sq. metres being the undivided share in the undivided portion in the internal means of access 'A' and 'B' and of the common recreation space.

PART G – SARVABANDHU CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of agricultural land or situate in the Registration Sub-District of Bandra and District Bombay Suburban, in Ghatkopar in Greater Bombay being Plot No. 353/13, a portion of Plot No. 353/6 part of Plot No. 353 of the Town Planning Scheme No. III Ghatkopar bearing city survey no. 5743 and admeasuring 1599 sq. yards equal to 1336.76 sq. metres or thereabouts and bounded as follows: on or towards the West by 60 feet Municipal Road, on or towards the South by the internal means of access 'A', on or towards the East by Plot No. 353/12 and on or towards the North by Plot No. 353/14, and an additional area of 512 sq. yards i.e., 428.04 sq. metres being the undivided share in the undivided portion in the internal means of access 'A' and 'B' and of the common recreation space.

PART H – AWADHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of agricultural land or ground situate at Ghatkopar bearing Plot No. 353/15, a portion of Plot No. 353/6 part of Plot No. 353 of the Town Planning Scheme No. III Ghatkopar in the Registration Sub-District of Bandra District Bombay Suburban bearing City Survey No. 5743 and admeasuring 1323 sq. yards i.e., 1106 sq. metres or thereabouts and bounded as follows: that is to say, on or towards the West by Plot No. 353/14, on or towards the North by internal means of access 'B', on or towards the East by Plot No. 353/16 and on or towards the South by Plot No. 353/12, and an additional area of 424 sq. yards i.e., 324.4 sq. metres being the undivided share in the undivided portion in the internal means of access 'A' and 'B' and of the common recreation space.

PART I – ASHWAMEDH CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of agricultural land or ground situate at Ghatkopar in Greater Bombay, bearing Plot No. 353/16, a portion of Plot No. 353/6 part of Plot No. 353 of the Town Planning Scheme No. III Ghatkopar admeasuring 1306 sq. yards i.e., 1091.985 sq. metres and bounded as follows: on or towards the West by Plot No. 353/15, on or towards the South by Plot No. 353/11, on or towards the East by Plot No. 353/10 and on or towards the North by the internal means of

access 'B', and an additional area of 424 sq. yards i.e., 354.519 sq. metres being the undivided share in the undivided portion in the internal means of access 'B'.

PART J – LALIT PRAKASH CO-OPERATIVE HOUSING SOCIETY LIMITED

All that piece or parcel of vacant agricultural land or ground situate lying and being at Ghatkopar in Greater Bombay being Plot No. 353/17, a portion of Plot No. 353/6 part of Plot No. 353 of the Town Planning Scheme No. III Ghatkopar and admeasuring 950 sq. yards i.e., 795 sq. metres or thereabouts and bounded as follows: that is to say, on or towards the West by Plot No. 353/11 and the internal means of access 'A', on or towards the South by Plot No. 353/9, on or towards the East by Town Planning Scheme Plot and on or towards the North by recreation space. This property is situate at Ghatkopar in the Sub-District of Bandra and District Bombay Suburban, and an additional area of 304 sq. yards i.e., 254 sq. metres being the undivided share in the undivided portion in the internal means of access 'A' and 'B' and of the common recreation space.

**THE SCHEDULE II ABOVE REFERRED TO:
(DESCRIPTION OF THE “SAID PROPERTY”)**

All that piece or parcel of land or ground situate at Ghatkopar bearing CTS Nos. 5743/5, 5743/7, 5743/8, 5743/9, 5743/11, 5743/12, 5743/13, 5743/15, 5743/16 and 5743/17 of Village Ghatkopar-Kirol, being at Final Plot Nos. 353/5, 353/7, 353/8, 353/9, 353/11, 353/12, 353/13, 353/15, 353/16 and 353/17, along with the internal road exclusively used by some of the Participating Societies, now bearing Final Plot No. 353/46 of Town Planning Scheme No. III of Village Ghatkopar-Kirol, Division Konkan, District Mumbai Suburban, Taluka Kurla, Village Ghatkopar, situated at R. B. Mehta Marg, 60 Feet Road, Ghatkopar (East), Mumbai – 400077, collectively admeasuring approximately 13,128.52 sq. mtrs. and bounded as follows

- On or towards the West by: 18 Meter Wide R. B. Mehta Marg;
- On or towards the South by: Residential Buildings on Plot No. 353/4A and 353/5B;
- On or towards the East by: Swami Narayan Temple; and
- On or towards the North by: 9 Meter Wide TP Road.

**THE SCHEDULE III ABOVE REFERRED TO:
(DESCRIPTION OF THE SAID FLAT, CAR PARKING,
CONSIDERATION & PAYMENT TERMS)**

PART A	
Details of Flat	Flat bearing No. _____ admeasuring on or about _____ Sq. Mt. (RERA carpet area) on the _____ Floor alongwith the exclusive use and occupation of Balcony admeasuring _____ Sq. Mt. in Tower No. _____ (<i>name</i> _____) and Car Parking Facility for _____ (_____) Car(s) in the car parking area of the New Buildings of the Project to be known as “ Aaradhya OnePark ”, being constructed on the said Property more particularly described in the Schedule I hereinabove written.

	RERA carpet area means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls.															
PART B																
Total Consideration (excluding all applicable taxes and other charges)	Rs. _____ /- (Rupees _____ Only)															
Amount received (excluding all applicable taxes and other charges)	Rs. _____ /- (Rupees _____ Only)															
Earnest Money Deposit	Rs. _____ /- (Rupees _____ Only)															
Nominee Details	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 30%;">Nominee</th> <th style="width: 70%;">Nominee</th> </tr> </thead> <tbody> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>PAN</td> <td></td> </tr> <tr> <td>AADHAR</td> <td></td> </tr> <tr> <td>Relation with Purchaser(s)</td> <td></td> </tr> <tr> <td>% Share</td> <td></td> </tr> </tbody> </table>		Nominee	Nominee	Name		Address		PAN		AADHAR		Relation with Purchaser(s)		% Share	
Nominee	Nominee															
Name																
Address																
PAN																
AADHAR																
Relation with Purchaser(s)																
% Share																
OTHER CHARGES:																
[A] NON – ACCOUNTABLE CHARGES PAYABLE PRIOR TO HANDOVER OF POSSESSION OF SAID FLAT																
Sr. No.	Details	Amount (Rs.)														
1	Legal Charges															
2	Society and Apex Body Formation/Reorganization Charges															
3	Water and Electricity Meter Charges															
[B] ACCOUNTABLE CHARGES PAYABLE PRIOR TO HANDOVER OF POSSESSION OF SAID FLAT																
Sr. No.	Details	Amount (Rs.)														
1	Share Money, Membership and Entrance Fees of the Society															

2	Advance deposit for the maintenance, management and upkeep of the building as also taxes and other outgoings (@ Rs. ___/- on RERA Carpet Area and Balcony, if any for ___ Months) plus GST (excluding property tax)	
3	Corpus Fund (@Rs. ___/- on RERA Carpet Area and Balcony, if any)	
4	Refundable Security Deposit at the time of Possession	

Notes:

- The list of charges mentioned hereinabove are indicative and not exhaustive and you hereby agree to pay all or any such other charges, fees or levies or additional charges and any increases thereon which the Promoter may indicate to the Purchaser(s) from time to time.
- All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the Other Charges mentioned herein do not include any taxes/ levies/ cess. Any other incidental or consequential charges, if any, shall be charged extra.

PAYMENT SCHEDULE:

Tower 1 - Payment Schedule Details	%	Amount (Rs.)
On Booking and before registration of Agreement For Sale	10%	
On Completion of Excavation of the said tower	7%	
On Completion of Raft of Basement 3 slab of the said tower	7%	
On Completion of Basement 2 floor level slab of the said tower	7%	
On Completion of Basement 1 floor level slab of the said tower	7%	
On Completion of Plinth/ground of the said tower	7%	
On Completion of 2nd Slab of the said tower	3%	
On Completion of 4th Slab of the said tower	3%	
On Completion of 6th Slab of the said tower	3%	
On Completion of 8th Slab of the said tower	3%	
On Completion of 10th Slab of the said tower	3%	
On Completion of 12th Slab of the said tower	3%	
On Completion of 14th Slab of the said tower	3%	
On Completion of Terrace Slab of the said tower	4%	
On Completion of walls, internal plaster, floorings, main door of the said Flat	5%	
On Completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level in which the said Flat is located	5%	
On Completion of external plumbing, external plaster, elevation, terraces with waterproofing, of the tower in which the said Flat is located	5%	
On Completion of the lifts, water pumps, electrical fittings, entrance lobbies of the said tower in which the said Flat is located	10%	

On Possession	5%	
Total Rupees _____ Only	100%	
Note: All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by you. It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess/other charges.		
Tower 2 to 11 - Payment Schedule Details		
	%	Amount (Rs.)
On Booking and before registration of Agreement For Sale	10%	
On Completion of Excavation of the said tower	7%	
On Completion of Raft of Basement 3 slab of the said tower	7%	
On Completion of Basement 2 floor level slab of the said tower	7%	
On Completion of Basement 1 floor level slab of the said tower	7%	
On Completion of Plinth/ground of the said tower	7%	
On Completion of 3rd Slab of the said tower	4%	
On Completion of 6th Slab of the said tower	4%	
On Completion of 9th Slab of the said tower	4%	
On Completion of 12th Slab of the said tower	4%	
On Completion of 15th Slab of the said tower	4%	
On Completion of Terrace Slab of the said tower	5%	
On Completion of walls, internal plaster, floorings, main door of the said Flat	5%	
On Completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level in which the said Flat is located	5%	
On Completion of external plumbing, external plaster, elevation, terraces with waterproofing, of the tower in which the said Flat is located	5%	
On Completion of the lifts, water pumps, electrical fittings, entrance lobbies of the said tower in which the said Flat is located	10%	
On Possession	5%	
Total Rupees _____ Only	100%	
Note: All taxes including Goods and Service Tax (GST) or any other statutory taxes/ levies/ cess that may be imposed as applicable shall be paid by you. It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess/other charges.		

**THE SCHEDULE IV ABOVE REFERRED TO:
COMMON AREAS, AMENITIES AND FACILITIES**

SR. NO.	DESCRIPTION	
1.	Main Complex Entrance	Double height State of the Art entrance to the Complex
2.	Entrance Lobbies	Air conditioned grand double height entrance lobbies for all towers

		All lobbies are secured with access control systems
3.	Society office	All towers are provided with their respective society offices
4.	External Elevation	Texture paint with elevation features as per Architect's design Intent
5.	Lifts / Elevators	All towers to have 1 stretcher lift & passenger lift
6.	Parking	Ground & Basement parking accessible through Ramp (Tandem, Surface, Stack/mechanical) with proper signage's
7.	Car EV charging	EV charging points as per norms
8.	Power Backup / Alternate electric supply	Substation & DG set provision as per Norms. All common areas are having alternate power/electric supply
9.	Rain water harvesting	To be provided as per norms
10.	CCTV	CCTV in all Common areas (Lifts, typical Lobbies, Basements, Ground floor driveways & entrance lobbies, Society offices, clubhouses)
11.	Intercom System	Intercom to be provided in all common areas (Clubhouses, Entrance lobbies, Society offices, Security cabins) with One phone connection in the apartment.
12.	STP	Sewage treatment plant provision as per norms
13.	OWC	Organic waste converter provision as per norms
14.	Servant / Security staff Toilets	Drivers room & toilets provided on Ground floor (common to all towers)
15.	Clubhouse	Air-conditioned, Access controlled State of the Art clubhouses on Podium level
16.	Solar Panels	To be provided as per Norms
17.	Security Cabin	Security cabins provision at all entry & exit locations

SR. NO.	CLUBHOUSE AMENITY LIST OF TOWERS 1 TO 11
1.	Fully Equipped Air conditioned Gymnasium
2.	Air conditioned Banquet Hall with Dry Kitchen & Toilet facility
3.	Yoga Room
4.	Spa with Massage room
5.	Toddlers Indoor Play area
6.	Sports Lounge with Private dining area
7.	Mini theatre
8.	Business lounge
9.	Indoor café
10.	Indoor Games room (Carom, Chess, Foosball, Table tennis, Air hockey)

11.	Mini Squash court
12.	Swimming pool having kids pool, Jacuzzi.
13.	Outdoor Kids play area
14.	Outdoor Garden sit out areas

**THE SCHEDULE V ABOVE REFERRED TO:
AMENITIES, FIXTURES AND FITTINGS IN THE SAID FLAT**

SR. NO.	DESCRIPTION	
1.	Main Flooring	Italian Marble flooring in Living room & Passage & Vitrified tiles in all other rooms
2.	Toilet tiles	Toilet Flooring with Matt finish tiles
		Toilet Dado in vitrified tiles
3.	Kitchen Tiles	Full height vitrified tiles on dado
4.	Kitchen Platform	Kitchen Platform in Granite with SS sink having Hot & Cold mixer
5.	Main door & Bedroom doors	Laminated Modular Flush Door of Kalpataru or equivalent brand
6.	Toilet doors	Granite frame with laminated door
7.	Internal paint	Lustre / Velvet paint on wall (water or oil based)
8.	CP & Sanitary	Branded CP & Sanitary fixtures
9.	Electrical Fittings	Concealed wiring with modular electrical fittings of Legrand or equivalent make
10.	Geysers	Online Geysers in all toilets except Powder toilets
11.	Windows & balcony Railings	Sliding glass windows of Aluminium anodised / Powder coated / UPVC with mosquito net. Glass Railings for all rooms as safety as well as on balcony/decks
12.	Exhaust Fan	Provision in Kitchen & Toilets
13.	Ceiling Fans & Lights	Light & Fan points provision in all rooms. Deck/Balcony light would be provided as per elevation requirement
14.	AC's	AC provisions in all rooms (Living room & Bedrooms)
15.	Video Door phone	One Video Door Phone/Apartment
16.	Name Plate	Standardised decorative name plate outside each apartment
17.	Fire Fighting	Firefighting system as per BMC norms

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
By the within named '**PROMOTER**':)
MICL CREATORS LLP)
by the hand of its **Designated Partner/**)
Authorised Signatory)
_____)
)
)

SIGNED AND DELIVERED)
by the within named '**PURCHASER(S)**':)
_____)
_____)
_____)
_____)
_____)
_____)

In the presence of)
)
)

RECEIPT

RECEIVED WITH THANKS from the withinnamed Purchaser(s) a sum of Rs. _____/- (Rupees _____ Only) being Part Payment towards Total Consideration of the said Premises.

We say received,
For MICL Creators LLP

Authorised signatory