

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** (“this **Agreement**”) is made at Mumbai on this _____ day of _____ 2022;

BETWEEN

M/S. SUNCITY HOUSING (PAN: AAPFS4720G), a partnership firm, registered under the provisions of the Indian Partnership Act, 1932 having their office at Podium, Mars building, Suncity Housing Complex, Adi Shankaracharya Marg, Powai, Mumbai 400076, represented through their Partner Mr. _____, hereinafter referred to as the “**Promoter/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include partners for the time being, survivors of them and their respective heirs executors, administrators and assigns) of the **ONE PART**;

AND

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

having address at _____,
hereinafter referred to as the “**Purchaser(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. Originally (1) Pratapsinh Shoorji Vallabhdas, (2) Dilip Shoorji Vallabhdas and (3) Smt. Jyotsna Vikramsingh Vallabhdas hereinafter referred to as “the Erstwhile Owners” were *inter alia* seized and possessed or and/or otherwise well and sufficiently entitled to land bearing Survey No. 112A (Part) and corresponding CTS. No. 4 (part) situated at Village Hariyali admeasuring 36,373 sq. mtrs. or thereabouts (hereinafter referred to as “the Entire Property”) and more particularly described in the FIRST SCHEDULE hereunder written.
- B. By a Deed of Conveyance dated 6th March, 1997, made between the erstwhile Owners therein referred to as the “Vendors” of the One Part and one Mr. Hirendra Bachha Singh as the sole proprietor of M/s. Narendra Stone Co., therein referred to as the “Purchaser” of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Sr. No. BDR-3/785/97 on 11th July, 1997, the erstwhile Owners thereby sold, transferred, conveyed and assured unto the Purchasers therein part of the entire property admeasuring 24,700 sq. mtrs. or thereabouts and bearing Survey No. 112A (Part) and corresponding C.T.S. No. 4 (part) now C.T.S. No. 4/D1, hereinafter referred to as the “First Property” and more particularly described in the SECOND SCHEDULE hereunder written.
- C. Similarly by another Deed of Conveyance also dated 6th March, 1997, made between the erstwhile Owners therein referred to as the Vendors of One Part and Mr. Hirendra Bachha Singh in his capacity as sole proprietor of M/s. United Karnataka Quarry Corporation therein referred to as the Purchasers of the Other Part and registered with the Office of the Sub- Registrar of Assurances at Bandra under Sr. No. BDR-3/784/97 on 7th June, 1997, the Erstwhile Owners sold, transferred, conveyed and assured unto the purchasers remaining part of the Entire Property bearing Survey No.112A (part) and corresponding C.T.S. No.4 (part) now C.T.S. No. 4/D3, admeasuring 11,673 sq. mtrs. or thereabouts and hereinafter referred to as the “Second Property” and more particularly described in the THIRD SCHEDULE hereunder written.
- D. In the circumstances aforesaid the said Hirendra Bachha Singh (hereinafter referred to as “the Original Owner”) in his capacity as sole proprietor of M/s.

Narendra Stone Co. and M/s. United Karnataka Quarry Corporation become entitled to the said Entire Property more particularly described in the FIRST SCHEDULE hereunder written.

- E. In accordance with the provisions of Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the “Land Ceiling Act”), the Owner is not entitled to hold vacant land in excess of the ceiling limit as set out in the Land Ceiling Act. The Owner has filed requisite return as required under the Provisions of the Land Ceiling Act.
- F. The Additional Collector and Competent Authority, ULC, Greater Bombay by his Order bearing NO.C/ULC/D-V/6(1) SR XXIII-540 dated 13th May, 1997 inter alia, declared that the entire property in the hands of the Owner is within the ceiling limit and the Owner do not hold any surplus vacant land.
- G. By an Order passed by the Additional Collector & Competent Authority, ULC, Greater Bombay bearing No. C/ULC/D-V/WS-456/98 dated 9th August, 1998 inter alia granted their No Objection to amalgamate the said property more particularly described in the SECOND and THIRD SCHEDULE hereunder written.
- H. The Original Owner has submitted a layout in respect of the said Entire Property along with other property which have been duly sanctioned by the Corporation vide its letter bearing No. CE/103/BPES/LOS dated 8th December, 1998 on the terms and conditions therein contained.
- I. The Original Owner has agreed with other persons to sell part of the land more particularly described in the Second Schedule hereunder written admeasuring 3750 sq. mtrs. or thereabout.
- J. The Promoters had approached the Original Owner to grant development rights with respect to the remaining area of Entire Land admeasuring in all 32,623 sq. mtrs or thereabout (hereinafter referred to as the “**said Land**”), more particularly described in the FOURT SCHEDULE hereunder written. By a Memorandum of Intent dated 28th February 2002 made between the Original Owner and the Promoters herein, the Original Owner has subject to grant of N.O.C. by the Appropriate Authority under Chapter XXC of the Income-tax Act, 1961 agreed to grant development rights in respect of the said Land.
- K. The Appropriate Authority under the Income-tax Act, 1961 by its Order bearing No. AA/23596 MUM/Certs/2002-03 dated 12th April 2002 granted N.O.C. as contemplated under Section 269UL(3) of the said Act.

- L. By a Memorandum of Understanding dated 17th May 2002, made between the Original Owner and the Promoters herein, the Original Owner confirmed that on account of certain encroachments the consideration required to be paid by Promoter stands reduced in accordance with the Memorandum of Intent dated 28th February 2002.
- M. In accordance with the said Memorandum of Intent dated 28th February 2002, as modified by Memorandum of Intent dated 17th May 2002, the Development Agreement came to be executed between the Original Owner and the Promoters herein on 7th August 2002, which has been duly registered with the Office of Joint Sub-Registrar, Kurla (Chembur) under Sr. No. 5515 of 2002 whereby the Original Owner granted development rights in respect of the said Land more particularly described in the FOURTH SCHEDULE hereunder to the Promoter and simultaneously granted irrevocable License to the Promoter to enter upon the said Land and develop the same by utilizing the entire FSI available in respect of the said Land, including TDR/Additional FSI/Fungible Area or any other form of development potential that may be permitted to be utilized by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM") thereon and sell flats and premises therein on the terms and conditions therein contained.
- N. M/s. Purnanand & Co., Advocates & Solicitors have issued a Certificate of Legal Title Report dated 10th October 2002 bearing Ref. No. M/1574, certifying the title of the Society to the said Property and the right of the Promoter to develop the same, which is annexed hereto as Annexure "A". Property Card extract showing name of Owners in respect of the said property is annexed hereto as Annexure "B".
- O. The Original Owner died on or about 01.05.2006 leaving behind his last Will and Testament dated 11.12.2003 whereby he bequeathed the said Entire Property/benefit of the Agreement dated 07.08.2002 to his wife Ushakiran Hirendra Bachha Singh ("Owner"). The Hon'ble High Court at Bombay granted Probate of the said last Will and Testament dated 11.12.2003 to Ushakiran Hirendra Bachha Singh in T. & I.J. Petition no.1033 of 2006.
- P. Certain disputes and differences have arisen between the Owner and the Promoters. The Owner herein alongwith other heirs and legal representatives of the Original Owner, filed a Suit in the Hon'ble High Court of Judicature at Bombay being Suit no.2990 of 2007 against the Promoters and Others for a Declaration that the said Development Agreement dated 7.8.2002 as well as the

Power of Attorney also dated 07.08.2002 stands validly terminated and cancelled and/or come to an end and that the Promoters have no right to continue to act and for handing over quiet, vacant and peaceful possession to the Plaintiffs and for other reliefs more particularly set out therein.

- Q. All the disputes and differences between the Plaintiff and the Promoters herein have been amicably resolved and Consent Terms came to be executed in Suit no.2990 of 2007 between the Plaintiffs to that suit and the Promoters herein, being Defendant no.1 to the said Suit.
- R. In accordance with the said Consent Terms, Defendant no.1 has agreed to release their right to develop an area of 528 sq. mts., which was under No Development Zone, out of the said land more particularly described in the FOURTH SCHEDULE hereunder written, so that the development rights granted under the said Development Agreement dated 07.08.2002 is restricted to 32,095 sq. mts. instead of 32,623 sq. mts. and same was more particularly described in the Third Schedule to the said Consent Terms, being the same as the FIFTH SCHEDULE hereunder written. By the said Consent Terms Plaintiffs have also agreed to sell their independent land bearing CTS no.4 admeasuring 3716 sq. mts. to the Promoters. By the said Consent Terms, the Promoters herein have allowed the Owner to use 40 ft. wide internal road for ingress and egress to the adjoining properties in which the Owner has interest or she may acquire and covenant for right of way over the said 40 ft. wide internal road is required to be given by the Promoters.
- S. By the said Consent terms, the Owner confirmed having received the entire consideration agreed to be given by the Promoters pursuant to the Development Agreement dated 07.08.2002 as well as the additional consideration of Rs.54,00,000/- agreed to be given by the Promoters under the said Consent Terms and have agreed and confirmed to specifically perform the said Development Agreement dated 07.08.2002 as modified by the said Consent Terms. The Owner also agreed to execute one or more Conveyances in respect of the said Entire Property more particularly described in the Third Schedule to the said Consent Terms, being the same as the FIFTH SCHEDULE hereunder written in favour of the Promoters and/or in favour of their nominee/s including the Cooperative Society as and when called upon by the Defendant.
- T. By Order dated 07.05.2015 passed in Suit no.2990 of 2007 the Hon'ble High Court took Consent Terms arrived at between the Plaintiffs and the Defendant

no.1 on record and marked "X" for identification and disposed of the said Suit in terms of the said Consent Terms.

- U. In the circumstances aforesaid the Promoters herein are entitled to develop the said Land more particularly described in the FIFTH SCHEDULE hereunder written.
- V. The Promoters intend to develop the said Land more particularly described in the FIFTH SCHEDULE hereunder in a phased manner for residential and commercial purpose under the name and style of "SUNCITY". As per the scheme envisaged by the Promoters:
- (i) they intend to develop the said Land in a phased manner by utilizing the entire FSI / additional FSI / Fungible FSI available in respect of the said Property as well as TDR that may be permitted to be utilized thereon in accordance with the D.C. Regulations;
 - (ii) they are negotiating with the Owners of the adjoining properties for joint development by amalgamating such adjoining property/properties and develop the same alongwith the said property more particularly described in the FIFTH SCHEDULE hereunder written and develop the same as one project.
 - (iii) they have already constructed 5 buildings in Suncity known as (1) Neptune, (2) Mercury, (3) Jupiter, (4) Pluto, (5) Venus and handed over possession of the various units constructed therein to the various allottees.
 - (iv) in the present phase over a period of time under different RERA registration, the Promoters propose to construct a building to be known as "MARS" comprising of 3 wings, Wing "A" "B" & "C" on above the common podium. Though the Promoters intend to construct a building of 5 level podium and 37 upper floors in each wing. At present the concession plans for construction of a building of 5 level podium and 32 upper floors in each wing have been approved by MCGM. The Promoters may in due course of time submit revised plans so that ultimately the building may consist of 5 level podium and 37 upper floors in each wing hereinafter referred to as the "Mars Development" and delineated in the plan annexed hereto as Annexure "C" with hatched lines.
 - (v) On part of the lower ground floor, part of Podium 1 and part of podium 2 the Promoters have provided recreation area which is meant for allottees of the existing buildings. Similarly they have made provisions on part of the lower ground floor for parking of vehicles of the purchasers of the flats of

the existing buildings. Rest of the podiums i.e part of podium 1, podium 2, podium 3, podium 4 and top of podium the Promoters have exclusively provided for common parking and other amenities for the purchasers of all the 3 wings of the said Mars Development.

- (vi) The Promoters have appointed M/s. Daisaria Associates as Architect for designing and preparing the plans. The Promoters have appointed M/s. Mahimtura Consultants Pvt. Ltd. as structural consultants for preparing structural design and drawings.
- (vii) In the event the Promoters decide to, form a common society of Purchasers of Premises in all the 3 wings then they will execute Lease of the land beneath the structure and execute Conveyance of the super structure in favour of the Society. In the event they decide to form separate society in respect of each wings, then upon completion of the entire building and formation of the 3 societies they will execute Lease in respect of the land beneath the Plinth area for each wing and conveyance of the super structure and the common area and amenities including the podium will be maintained by the said 3 societies jointly.
- (viii) Upon completion of the entire development of the said land, more particularly described in the FIFTH SCHEDULE hereunder written, Provisions will form a Federal Society and convey all the common areas and internal road in favour of such Federal Society.
- (ix) The Purchaser is aware that in accordance with the said Development Agreement dated 07.08.2002 read with the Consent Terms filed in Suit no.2990 of 2007, Promoters are required to give right of way, over the 40 ft. wide internal road as shown on the plan Annexure "C" hereto not only to the Owner but also to the owners of the adjoining property bearing CTS no.4/D and 6.
- (x) The Promoters may at their discretion amalgamate the property with any of the adjoining said Property and/or grant similar right of way to the Owner/occupants of the adjoining property.
- (xi) They will execute the Conveyance / Lease in respect of the said property in favour of the society/ societies only on completion of entire development.
- (xii) In case the they decide to form separate society than in such as event the Promoters shall upon completion of entire development execute Lease in respect of land beneath such building along with compulsory open space surrounding such buildings and execute Conveyance of the building in

favour of individual society and shall execute Conveyance of the reversionary interest as well as the common areas and structural facilities for recreation ground etc. in favour of Federal Society.

(xiii) The said Land more particularly described in the FIFTH SCHEDULE hereunder written is developed as one Scheme and as such FSI consumed in individual building is not proportionate to the area and as such it will not be possible to sub-divide the said Land and the Purchaser/s shall not insist upon for sub-division.

- W. At present the Promoters through their Architect submitted plans to MCGM for construction of wing “A” comprising of stilt at the podium level with 32 upper floors (hereinafter referred to as “**Real Estate Project**”).
- X. The MCGM has granted an Intimation of Disapproval bearing No. File No. CE/840/BPES/AS dated 14th July 2006. The Promoters through their Architects have submitted revised plans. The MCGM after receipt of the revised plans has issued Amended Approval Letter bearing File No. CE/840/BPES/AS/337/4/Amend dated 31st January 2022. A copy of the said Amended Approval Letter is annexed hereto as Annexure “D”.
- Y. The MCGM has also issued a commencement certificate bearing No. CE/840/BPES/AS dated 12th September 2006 to commence construction of the said Real Estate Project upto plinth level. A copy of the said Commencement Certificate is annexed hereto as Annexure “E”.
- Z. The Promoters have applied for registration of the Real Estate Project with MahaRera as required under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “said Act”). MahaRera has duly registered the Project under registration no. P 51800007268 and have issued revised registration certificate dated 09.09.2021. Copy of the Registration Certificate issued by MahaRera authorities is annexed hereto as Annexure “F”.
- AA. 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 Real Estate Project, as specified under RERA, including the rules and regulations made thereunder or under any other applicable law.

- BB. The Purchaser(s) being desirous of acquiring a Flat in the Real Estate Project, has/have applied to the Promoter to allot a Flat (hereinafter referred to as the “**Flat**”) along with car parking facility (“**Car Parking**”) in the Real Estate Project. The Flat and the Car Parking are hereinafter collectively referred to as the “**said Premises**” and are more particularly described in Part A of SIXTH SCHEDULE hereunder written and hatched in Red colour on the Typical Floor Plan hereto annexed and marked as Annexure: “G”. The Promoter hereby agrees to sell to the Purchaser(s) the said Premises at or for the Total Consideration and subject to the terms and conditions more particularly described in Part B of SIXTH SCHEDULE hereunder written.
- CC. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in Part B of SIXTH SCHEDULE 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 SIXTH SCHEDULE. 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 SIXTH SCHEDULE.
- DD. The Purchaser(s), after being fully satisfied about the facts stated hereinbefore and the right, title and authority of the Society to the said Land and the Promoter to develop the said Land in general by virtue of the said Development Agreement 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.
- EE. 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.

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

- 1) The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement.
- 2) In this Agreement, unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and *vice versa* and (b) masculine shall include feminine and *vice versa*.
- 3) **PROMOTER'S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY THE PURCHASER(S):**
 - a) The Purchaser hereby declares and confirms that he is aware that the Promoters has under the said Development Agreement dated 7th August 2002, have full right and power to develop the said Land in accordance with the said Development Agreement.
 - b) The Promoters propose to construct **Wing "A"** of the said Real Estate Project to be known as "**MARS**" comprising of stilt and 32 upper floors over common 5 level podium, in accordance with the plans, specifications and designs approved by MCGM, 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. PROVIDED that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the Real Estate Project to be constructed on the said Land. The Purchaser is further aware that Promoters may at their discretion, apply for further permissions to construct the said Real Estate Project upto 37 upper floors or such higher floors upto 37th floor. This shall operate as an irrevocable consent in writing of the Purchaser(s) to the Promoter carrying out such changes in the building plans.
- 4) **ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:**
 - a) The the Promoter hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Promoter the said Premises in the said Real Estate Project proposed to be known as Wing "A" of "**MARS**" being constructed by

the Promoter on the said Land, and more particularly described in Part A of SIXTH SCHEDULE hereunder written and hatched in Red colour on the **Typical Floor Plan** hereto annexed and marked as Annexure: “G” for the Total Consideration amount as described in Part B of SIXTH SCHEDULE (hereinafter referred to as the **“Total Consideration”**).

- b) The Purchaser has prior to the execution of these presents paid to the Promoter an amount as described in Part B of SIXTH SCHEDULE as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser 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 SIXTH SCHEDULE. The Purchaser agrees to pay all the balance amounts towards the said Total Consideration and the **“Other Charges”** in the manner as provided in Part B of SIXTH SCHEDULE; irrespective of whether his loan, if any has been sanctioned/disbursed or not (time being of the essence).
- c) All payments to be made by the Purchaser under this Agreement in favour of the Promoter shall be either by way of cheque/banker’s cheque/RTGS/NEFT as under:
- i. If by way of cheque or banker’s cheque (as applicable) in favour of: “Suncity Housing Mars Collection Account”.
 - ii. If by way of RTGS/NEFT:

A	Name of Account Holder	Suncity Housing Mars Collection Account
B	Bank Account Number	002605009638
C	Name of Bank	ICICI Bank
D	Name & Address of Branch	Ghatkopar Branch Kailash Plaza, Ghatkopar East, Mumbai 400077
E	IFSC Code	ICIC0000026

The Purchaser 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.

- d) The Purchaser 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 herein. The Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser 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 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 only.

- e) 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 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 along with the demand letter being issued to the Purchaser. The Purchaser shall without any demur or protest, make payment within 7 (seven) days of issuance of such demand, time being of the essence.
- f) The Purchaser shall be liable to pay cheque bouncing charges on account of a cheque bounced for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed' equivalent to 1% (one per cent) of the value of the concerned cheque, subject to minimum of INR 1,000/- (Rupees One Thousand Only), plus GST. The Promoters shall be entitled to adjust cheque bouncing charges against any amounts received from the Purchaser as it may deem fit and levy the interest for delayed payment as mentioned herein.
- g) The Purchaser agree and undertake that in the event of the Purchaser 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. 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. Further it shall be the sole responsibility of Purchaser to get disbursed the amounts form the concerned lender within due date as may be intimated by Promoter from time to time and the Purchaser alone shall be liable

to pay any interest, penalties, costs, charges, etc. arising out of late payments thereof; if any.

- h) The Purchaser authorises the Promoters to adjust/appropriate all payments made by him under any head(s) of the dues against lawful outstanding, if any, in his name, as the Promoter may, in its sole discretion, deem fit and the Purchaser undertakes not to object/ demand/ direct the Promoters to adjust its payments in any manner as aforesaid.
- i) The Promoter shall endeavour to complete the Project on or before completion date mentioned in RERA and shall hand over the said Premises to the Purchaser after receiving the part or full occupation certificate. The Purchaser shall make timely payments of all the instalments and other dues payable by him/her/them and fulfil all other obligations as agreed under this Agreement without raising any issues or concern; time being of essence.
- j) 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 imposed by statutory authorities, Building Maintenance Charges, corpus, deposits that would be taken at the time of handing over possession of the said Premises and other amounts or outgoings by any other name in respect of and applicable to the said Land and the Real Estate Project; whether payable now and/or in future and/or those which is/are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in Fixed Deposits, if such claims are sub-judice. In addition to the Total Consideration mentioned above, the Purchaser shall be liable to pay to the Promoter GST and/or any other taxes alongwith payment of each installment of Total Consideration. In case of delay in payment of GST or any other taxes by the Purchaser, Purchaser shall be liable to pay interest and penalty that may be charged by GST/ Tax Authority. Unless all such taxes with respect to the said Total Consideration, including taxes as well as any/ all other charges/ levies etc. payable under this Agreement, are paid by the Purchaser, he/she/they shall not be entitled to take possession of said Premises or any part thereof.
- k) The Purchaser hereby agrees, that in addition to the Total Consideration and other amounts/charges payable under this Agreement, to pay to the Promoters

on demand all applicable Charges/ Deposit for Installation/ Connection of Electricity meter/ Water/ Gas/ Telephone/ Mobile Connectivity/ Internet connectivity/ IPTV/ Cable TV/ Satellite TV and/ or Digital TV services/ Fibre Optic lines and for any other services, as may be applicable and determined by the Promoters plus service charges, if any and applicable statutory levies, if any.

- l) On the instalment falling due, the Promoters shall intimate in writing to the Purchaser to make payment of such instalment together with applicable GST or applicable taxes thereon and the Purchaser 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 Promoters under this Agreement and/or in law, the Purchaser shall be liable to pay to the Promoters interest as per applicable law on all amounts due and payable by the Purchaser under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoters to receive interest as aforesaid shall not entitle the Purchaser 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 Promoters 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. Further the Purchaser agrees that in the event of non-payment of any of the amounts payable by the Purchaser under this Agreement, the Promoters shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoters as contained herein.
- m) In addition to the interest as aforesaid, in case of every instance of delayed payment, the Promoters shall be entitled to recover from the Purchaser, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be 1% (One per cent) of the amount of the delayed payment per instance, subject to minimum of INR 5,000/- (Rupees Five Thousand Only) plus GST, per instance of delayed payment.
- n) All dimensions of the said Premises are of unfinished structural dimensions. Variation in RERA areas may occur on account of planning constrains/ site conditions/ columns/ finishing. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Real Estate Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (three per cent). The total price payable

for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area then the Promoters shall refund the excess money paid by Purchaser within 45 (forty-five) days. If there is any increase in the carpet area allotted to Purchaser, then the Purchaser shall pay additional amount to the Promoters at the same agreed rate per square meter; prior to taking possession of the said Premises.

- o) The Purchaser agrees and undertakes to pay the said Total Consideration as per the respective installments and the other Charges as set out in Part B of SIXTH SCHEDULE along with GST and any other applicable taxes, as and when it shall mature for payment. If the payment of concerned installments is linked with the stage-wise completion of the said Real Estate Project, then upon completion of each stage, the Promoters shall issue demand letter to the Purchaser by RPAD/courier/email/hand delivery at the address of the Purchaser mentioned in this Agreement or by email on Purchaser's email address. Along with said demand letter, the Promoters 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. The Purchaser shall make payment of the respective installment within a period of 7 (seven) days from receipt of the said demand letter. It is however clarified that the aforesaid period of 7 (seven) days shall be calculated from the date of receipt of the first communication from the Promoters, in case the Promoters chooses to send such communication by any of the following mode, i.e. RPAD/courier/email/hand delivery. In case the Purchaser commits any delay in making the said payment then without prejudice to the right of the Promoters, as set out herein, the Purchaser shall become liable to pay interest at the rate specified in RERA Rules on all delayed payments from its due date till the actual payment is made.
- p) The Purchaser 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 Promoters under this Agreement. The amounts so deducted by the Purchaser 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 electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoters, only upon the Purchaser 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 Promoters in the prescribed Form No. 26AS of the Promoters. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be the assessee-in-default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

- q) The Purchaser however agrees that at the time of handing over the possession of the said Premises, if the TDS certificate, as contemplated in the sub-clause above is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Promoters, which shall be refunded by the Promoters on the Purchaser producing such TDS certificate within 90 (ninety) days of possession. Provided further that in case the Purchaser fails to produce such TDS certificate within the stipulated period, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Purchaser.
- r) All the outstanding amounts, if any payable by the Purchaser to the Promoters 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 Promoters.
- s) It is clarified and the Purchaser accords his irrevocable consent to the Promoters to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
 - i) First towards any Payment Dishonor charges in case of dishonor of payment or any other administrative expense incurred by the Promoters.
 - ii) Second, towards interest as on date of delayed payments.
 - iii) Third, towards statutory charges, if applicable.
 - iv) Fourth, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser under this Agreement.
 - v) Fifth, towards outstanding dues towards Total Consideration and Other Amounts payable by the Purchaser in respect of the said Premises or under this Agreement.

Under no circumstances shall any express intimation or communication by the Purchaser, with regards to the appropriation of the payments made hereunder, other than as aforesaid, be valid or binding on the Promoters.

- t) Within 15 (fifteen) days of Possession Notice (defined herein) given by the Promoters to the Purchaser, the Purchaser shall be liable to bear and pay the proportionate share that may be decided by the Promoters or the Society, 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 Real Estate Project including water taxes and water charges; and (c) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and the said Land underneath along with GST and any other taxes/levies as applicable. The Purchaser shall pay/ deposit with the Promoters prior to taking possession of the said Premises, the amounts as more particularly set out in Part B of SIXTH SCHEDULE hereunder written. The abovementioned sums/ amounts shall not carry interest and will remain with the Promoters and the account thereof will be maintained until handover of affairs/management to the Society. All the aforesaid amounts collected other than amounts towards Legal charges and Water/ Electric Meter Charges and any other service connection as applicable; after deducting actual expenses incurred by Promoters in respect thereof will be handed over to the Society. It is hereby clarified and agreed by the Purchaser that in case of any subsequent increase in amounts mentioned herein, the Purchaser shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser 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.
- u) The amounts so paid by the Purchaser to the Promoters under the sub-clause above shall not carry any interest and shall be utilized by the Promoters for the purposes for which these amounts have been received.
- v) It is clearly understood and agreed that it shall not be the obligation of the Promoters to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoters have received the same

from the Purchaser of various flats in the said Project. The Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the Real Estate Project due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser and/or other purchasers of the premises therein and/or their failing to comply with their obligations under this Agreement.

- w) 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.

5) ADHERANCE TO SANCTIONED PLAN:

The Promoters 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, obtain from the concerned local authority occupation certificate in respect of the said Premises.

6) TIME IS OF ESSENCE FOR BOTH THE PROMOTERS AND THE PURCHASER:

Time is of essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Purchaser after receiving the occupancy certificate, subject to what is stated hereinbelow. Similarly, the Purchaser shall make timely payments of every instalment and other dues payable by him and shall comply with all other obligations under this Agreement.

7) DISCLOSURE ABOUT PENDING LITIGATION, IF ANY:

While registering the said Project with MahaRERA, the Promoters have disclosed that there are no pending litigations, pending in any court of law in respect of said Real Estate Project Project.

8) CONSEQUENCES OF FAILURE IN ADHERING TO TIME SCHEDULE:

- a) Subject to force majeure event, if the Promoters fail to abide the time schedule for completing the Real Estate Project project and handing over of the Premises to the Purchaser, the Promoters agree to pay to the Purchaser, provided that the Purchasers do not intend to withdraw from the said Real Estate Project, and the Purchaser having paid all the amounts due as per this Agreement, along with interest/ penalty, if any; interest as specified in the RERA Rules, on all the amounts paid by the Purchaser for every month of delay, till the handing over of possession.
- b) The Purchaser agrees and undertakes to pay to the Promoters, interest as specified in RERA Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoters under the terms set-out in this Agreement from the date the said amount becomes due and payable by the Purchaser to the Promoters.
- c) Without prejudice to the right of the Promoters to charge interest in terms of the sub-clause above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his proportionate share of taxes, charges, levies etc. imposed by concerned local authority and other outgoings), the Promoters may, at its own option, terminate this Agreement:
 - i. Provided that, before termination of this Agreement, the Promoters shall give notice of 15 (fifteen) days in writing to the Purchaser by registered Post A.D. at the address as mentioned in this Agreement and/ or by e-mail at the email address provided by the Purchaser, of the intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then, at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.
 - ii. Provided further that, upon termination of this Agreement as aforesaid, the Promoters shall simultaneously upon the Purchaser executing and registering Deed of Cancellation of this Agreement, refund to the Purchaser subject to adjustment and recovery of agreed Liquidated Damages or any other amounts as defined in this clause, which shall be payable by the Purchaser to the Promoters within a period of 30 (thirty) days of the

termination, against the Purchaser returning original agreement for sale and executing and registering requisite cancellation Agreement. It is agreed and understood that after termination, the Promoters shall be at absolute liberty and shall have all legal rights to allot and/ or sell/ transfer and/ or mortgage/ lien the said Premises to any third party Purchaser upon such terms and conditions as may be deemed fit by the Promoters. The Purchaser shall not be entitled to raise any dispute or objection in any manner whatsoever for such third-party allotment of the said Premises by the Promoters.

- d) The liquidated damages agreed between the Promoters and the Purchaser (hereinafter referred to as **“Liquidated Damages”**) shall include: (i) 10% of the amount of the Total Consideration of the said Premises (which includes Earnest Money Deposit), (ii) interest, penalties on any overdue payment, (iii) cheque bouncing charges, delayed payment charges, brokerage paid to channel partners/ brokers, if any, (iv) all taxes paid by the Promoters to all authorities in respect of allotment of said Premises to the Purchaser, (v) amount of stamp duty, registration charges and out of pocket expenses paid on this Agreement as well as those which shall be payable on the deed of cancellation of this Agreement, (vi) GST and any other taxes/charges/levies etc. which are correctly applicable or may be applicable in future in respect of transaction recorded in this Agreement.
- e) In the event, the Purchaser intends to terminate this Agreement for any reason other than delay in completion of the Real Estate Project, as per timelines mentioned herein, then the Purchaser shall give a prior written notice (**“Notice”**) of 60 (sixty) working days to the Promoters expressing his/her/their intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Promoters, the procedure and consequences upon termination as contemplated in sub-clauses (a) and (d) of this clause shall become automatically applicable and the refund of Total Consideration price to the Purchaser shall be made in accordance with what has been stated in the said clauses. In such an event, the Promoters’ obligation to refund the Total Consideration subject to deductions made in accordance with sub-clause (d) hereinabove, shall be against the Purchaser entering and registering the requisite Deed of Cancellation and handing over original of this Agreement and all other documents relating to the said Premises to the Promoters.
- f) In the event, the Purchaser has availed housing loan and created mortgage on the said Flat, then the Purchaser shall along with the notice of termination enclose

NOC / Consent from such bank/financial institution from where they availed housing loan for termination of the Agreement by Purchaser. Any notice of termination without NOC / Consent from such bank/financial institution will not be binding upon the Promoter. In such an event the Purchaser(s) should return balance consideration to such bank/ financial institution. The Payment made by the Promoter in accordance with the NOC / Consent shall be in due discharge of the obligation on the part of the Promoter and the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Land or Real Estate Project in any manner whatsoever and the Promoters shall be entitled to deal with and/ or dispose off the said Premises to any person or party as the Promoters may desire at its sole and absolute discretion.

9) AMENITIES AND FIXTURES:

The Promoters shall construct the said Real Estate Project 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 SEVENTH SCHEDULE, hereunder written and the '**Amenities, Fixtures and Fittings**' to be provided in the said Flat is more particularly described in EIGHT SCHEDULE, hereunder written. The Purchaser confirms that the amenities and facilities mentioned in SEVENTH SCHEDULE and EIGHT SCHEDULE hereto are tentative and are subject to availability. In case of unavailability, the Promoters is entitled to give an equivalent product or the next best alternative and the Purchaser hereby irrevocably grants his consent to the same. The Purchaser further agrees and undertakes that the selection of the next best alternative shall be at the discretion of the Promoters.

10) POSSESSION DATE:

- a) It is expressly agreed by and between the Purchaser and the Promoters that the Promoters will endeavour to hand over the possession of the said Premises, after the said Building is ready for use and occupation as evidenced by the issuance of the occupation certificate from the concerned authority, by 31st December 2026 or such later date, as approved by MahaRERA, PROVIDED, the Promoters has received the said Total Consideration in respect of the said Premises and all other amounts payable by the Purchaser to the Promoters under these presents, unless

the delay in handing over possession is on account of a Force Majeure Event as stipulated hereunder. For the purpose of this clause, the “Purchase Consideration” shall include the interest/ penalty, GST as well as other amounts etc. payable by the Purchaser to the Promoters in accordance with the terms of this Agreement.

- b) For the purpose of these presents, a “**Force Majeure Event**” shall mean any event or circumstance or combination of events or circumstances set out below that affect the Promoters in the performance of its obligations in accordance with the terms of this Agreement: -
- i. Non-availability of steel and/or cement or any such building material; or
 - ii. any prohibitory order of any court stopping/ stalling development of the said Property; or
 - iii. any notice, order, rule, notification including of lockdown of the Government and/or other public authority or Competent authority; or
 - iv. any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the Building;
 - v. any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
 - vi. any change in law, order of any court or authority; or
 - vii. outbreak of epidemic/pandemic prohibiting carrying out of development activities or causing shortage of supply of labour or raw material;
 - viii. delay in sanction of building plans or further permissions or grant of any NOC/permission/licence/connection etc. for installation of any services, such as lifts, electricity and/or water connections and/or meters to the Project/ Premises/ road and/ or completion certificate from appropriate authority; or
 - ix. Acts of terrorism; or
 - x. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

For the purposes of this clause, a reasonable extension of time will, at least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this clause and a further 3 (three) months recommencement period.

- c) The Parties agree that, if on account of a Force Majeure Event, development is delayed or materially affected, then the date of handing over possession will automatically stand extended to that extent.
- d) If the Promoters fail or neglect to give possession of the said Premises to the Purchaser by Possession Date or such later date, as approved by RERA, 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 shall be entitled, after giving 60 (sixty) working days' prior notice in writing, to terminate the Agreement and thereupon the Promoters shall be liable, on demand, to refund to the Purchaser amount already received in respect of the said Premises along with interest at the rate stipulated in RERA Rules, from the date of the receipt of such amount till payment, simultaneously against the Purchaser executing and registering the requisite Deed of Cancellation of this Agreement. The Purchaser agrees that the repayment as aforesaid constitutes his sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Promoters 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. In the event, the Purchaser has availed housing loan and created mortgage on the said Flat, then along with the notice of termination, they shall submit NOC from such bank or institution for termination of the Agreement by Purchaser. Till the amount along with interest thereon is refunded by the Promoters to the Purchaser, the Purchaser 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 shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Land or Real Estate Project in any manner whatsoever and the Promoters shall be entitled to deal with and/ or dispose off the said Premises to any person or party as the Promoters may desire at its sole and absolute discretion.

11) PROCEDURE FOR TAKING POSSESSION:

- a) Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder, including and not limited to the said Total Consideration and the Other Charges, the Promoters, upon obtaining the Occupancy Certificate (the occupancy certificate may be for

part or whole of the Real Estate Project) from the Competent Authority, shall offer in writing the possession of the said Premises, to the Purchaser in terms of this Agreement (“**Possession Notice**”) to be taken within 15(Fifteen) days from the date of issuance of such notice and the Promoters shall give possession of the said Premises to the Purchaser subject to the Purchaser making payment to Promoters 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 sign and execute such undertakings, declarations, documents, writings, etc. as may be required by the Promoters.

- b) The Purchaser shall take possession of the said Premises within 15(Fifteen) days of the Promoters giving written notice to the Purchaser intimating that the said Premises are ready for use and occupation.
- c) At the time of taking possession of the Premises, the Purchaser shall inspect the said Flat along with the authorized representative of the Promoters 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 points out any defects or deficiencies in respect of the said Flat and if such objections as raised by the Purchaser are valid, such objections shall be recorded in the inspection sheet by the authorized representative of the Promoters and signed by both the Purchaser and the authorized representative of the Promoters. Thereupon the Promoters shall endeavour to rectify and remedy such defects or deficiencies as solely recorded in the inspection sheet. If the Purchaser fails to attend the inspection at the time of taking possession, the Purchaser shall be deemed to have fully accepted the construction, state and condition of the said Flat.
- d) Even if the Purchaser does not take possession of the said Premises for any reason whatsoever, still he 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 15(Fifteen) days’ Notice Period.
- e) The Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of said Premises, Real Estate Project, said Land as well as common amenities and facilities including but not limited to water charges, insurance, common lights,

repairs and salaries of clerks, bill collectors, chowkidars/security guards/security agency, sweepers, property managers/property management company/s, facility service provider etc. and/or any/all other expenses necessary and incidental to the management and maintenance of the said Premises, the Real Estate Project/said Real Estate Project and/or the said Land as well as common areas and amenities available to the owners of flats in the Real Estate Project and/or the said Real Estate Project. The Purchaser shall pay such provisional contribution quarterly from the date the Promoters notify him that the said Premises are ready for occupation, on the 5th day of each quarter in advance and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser shall be liable to pay interest as per applicable law and all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be 1% (two per cent) of the amount of the delayed payment per instance, subject to minimum of INR 5,000/- (Rupees Five Thousand Only) plus GST, per instance of delayed payment, from the 1st day of the month till the date of payment. Non-payment or default in payment of said amounts shall be regarded as default on the part of Purchaser and shall entitle the Promoters to terminate this Agreement in accordance with the terms and conditions contained herein. The Purchaser shall pay an amount equivalent to 12 (twelve) months' provisional monthly contribution and outgoings as advance payment to the Promoters on or before taking possession of the said Premises, which amount (after adjusting any outstanding amount) shall be handed over to the Society at the time of handing over charge of the management of the said Real Estate Project to the Society. The amount so paid by the Purchaser to the Promoters shall not carry any interest and as such while handing over the balance, if any, to the Society, the Promoters shall not be liable to pay any interest thereon.

f) The Purchaser 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 (herein after referred to as the **“Property/Assessment Tax”**). In case the Property/Assessment Tax bills are not issued in the name of the Purchaser and are issued in the name of the Promoters/ Society, the Purchaser shall pay their share of the Property/Assessment Tax to Promoters/ Society in advance to enable the Promoters/ Society, as the case may be, to make timely payment of the Property/Assessment Tax bills.

g) The Purchaser hereby nominates the person(s) as set out in the Part C of SIXTH SCHEDULE; if any (“**the said Nominee**”) as his/her/their/its Nominee in respect of the said Premises. On the death of Purchaser, the said Nominee shall assume all the obligations of the Purchaser under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Purchaser (if such substitution has been intimated to the Promoters in writing) and deal with him in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/ Succession Certificate/ Letter of Administration and/or such other documents as the Promoters may deem fit, from such Nominee. The Nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

12) FAILURE OF PURCHASER TO TAKE POSSESSION OF THE SAID PREMISES:

- a) Upon receiving a written intimation from the Promoters, the Purchaser shall take possession of the said Premises from the Promoters by executing necessary documents. In case the Purchaser fails to take possession within the said period of 15(Fifteen) days, the Purchaser 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 15(Fifteen) days from the date of receiving the Possession Notice from Promoters, the Purchaser shall be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claims against the Promoters, with respect to any item of work alleged not to have been carried out or completed. The Purchaser 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.
- b) The Purchaser hereby agrees that in case the Purchaser fails to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoters, then the Purchaser shall in addition to the Other Charges as stated in Part B of SIXTH SCHEDULE and the charges stated hereinabove, also pay to

the Promoters holding charges at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month per sq. mts. of the RERA Carpet Area of the said Flat (“**Holding Charges**”) for the period of such delay. During the period of said delay the said Flat shall remain locked and shall continue to be in possession of the Promoters, but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

13) PROMOTERS’S DEFECT LIABILITY:

- a) If within a period of 5 (five) years from the date of occupation certificate or handing over possession of the said Premises to the Purchaser, whichever is earlier, the Purchaser bring/s to the notice of the Promoters any structural defect in the said Premises or the Real Estate Project or any defects on account of quality of the material used in construction, then wherever possible, such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defects. However, if the Purchaser carries out any alteration, addition or change in the said Premises, including, without limitation, drilling of any walls, without obtaining prior written permission of the Promoters and of the concerned authorities, wherever required, then, in that case the liability of the Promoters shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his/her/their own cost.
- b) Notwithstanding anything contained in sub-clause (a) above, if such defect occurs (i) due to carrying out any structural additions or alterations or internal changes by the Purchaser in and over the said Premises and/or (ii) due to damage to the water proofing treatment provided to the said Premises by the acts and/or omissions on the part of the Purchaser and/or (iii) due to any mishandling and/or any misuse of the said Premises and/or of the said amenities, fixtures, etc. and/or (iv) due to carrying out renovation/additions or alterations/structural/internal changes by any other Purchaser within his/her/their respective premises and thereby causing of any damage by them to the said Real Estate Project or any part thereof, the Promoters shall not be responsible for the same.
- c) If any damage due to wear and tear or alteration/ addition of whatsoever nature is caused to the Premises (save and except the defects as mentioned in sub-clause (a)), the Promoters shall not be responsible for the cost of re-instating and/or

repairing such damage caused by the Purchaser and the Purchaser alone shall be liable to rectify and reinstate the same at his/ her own costs.

- d) In spite of all the necessary steps and precautions taken while designing and construction, the Real Estate Project or Flat may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser may come across cracks in finishes, flooring, slabs, gypsum, paint etc. as a result of such slab/ beam deflection and also caused due to renovation and/ or alterations etc. carried out by the Purchaser and/or any other members/ occupants in the said Real Estate Project. Notwithstanding what is mentioned in this clause, the Purchaser agrees and covenants not to hold the Promoters liable and/ or responsible in respect thereof.
- e) The Promoters will hand over the guarantee/warranty cards of lift and other equipment's/fixtures. Further, it shall be the responsibility of the Society/ Purchaser, as the case may be, to obtain and/ or renew the Annual Maintenance Contracts of the same. In this regard, Purchaser acknowledge that the Promoters has no control over the various products/ amenities provided in the Premises/ Real Estate Project and accordingly, they shall not hold the Promoters responsible for any problems associated with them, and shall directly take up the issue with the manufacturer/ agency.

14) USER OF PREMISES:

The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential use. Purchaser shall use the Car Parking, if any allotted to him/her/them, only for purpose of keeping or parking his own vehicles.

15) FORMATION OF SOCIETY/CONDOMINIUM:

- a) The Promoter may form a common society in respect of all the three wings of the building that may be constructed on the said Property as well as any of the adjoining property in joint development by amalgamated with the said property or at their discretion form a separate Society in respect of each building and Federal society for common areas and amenities.

- b) The Promoter will execute the Conveyance / Lease in respect of the said property in favour of the society/ societies only on completion of entire development.
- c) In case the Promoter decide to form separate society than in such as event the Promoters shall upon completion of entire development execute Lease in respect of land beneath such building along with compulsory open space surrounding such buildings and execute Conveyance of the building in favour of individual society and shall execute Conveyance of the reversionary interest as well as the common areas and structural facilities for recreation ground etc. in favour of Federal Society.

16) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the Purchaser as follows:

- a) 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 Promoters have in themselves requisite rights to carryout development of the said Land and construction of the said Real Estate Project.
- b) The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Land and shall obtain requisite permissions and approvals, as and when required, under law and further approvals from time to time to complete the development of the Real Estate Project.
- c) There are no encumbrances upon the said Real Estate Project, except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- d) There are no litigations pending before any Court of law with respect to the said Land/ Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA, if any. The Promoters 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 Promoters 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 Promoters has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party in respect of the said Land/ Premises which will, in any manner, affect the rights of Purchaser under this Agreement;

17) WARRANTIES AND COVENANTS OF AND BY THE PURCHASER:

The Purchaser hereby covenants with the Promoters as follows: -

- a) The Purchaser has/have entered into this Agreement out of his own free will and without any coercion and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.
- b) The Purchaser shall use the Flat or any part thereof or permit the same to be used only for residential purpose. Purchaser shall use Car Parking only for the purpose of keeping or parking his/her/their ownership vehicle only.
- c) The Purchaser shall maintain the Premises at his own cost in good and tenantable repair and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project or Premises which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Real Estate Project and/ or the said Premises or any part thereof without the consent of the local authorities, if required. The Purchaser shall store all belongings inside the Premises hereby agreed to be purchased and not in vacant places outside Premises or in common areas or walk areas, etc. The Promoters/Society/Apex Body shall have right to immediately dispose-off or move away any items left unattended/ stored outside the Premises at the expense and liability of the Purchaser alone.
- d) 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 Real Estate Project 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 be likely to damage the staircases, common passages or any other structure of the Real Estate Project, including entrances of the Real Estate Project and in case any damage is caused to the said Real Estate Project or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- e) To carry out at his 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 Promoters to the Purchaser and shall not do or suffer to be done anything in or to the Real Estate Project or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- f) Not to demolish the Premises or cause the same or any part thereof to be demolished, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project, in any manner whatsoever, and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project and shall not chisel, or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoters/Society, as the case may be.
- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- h) 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 Land and the Real Estate Project.
- i) The service area provided for servicing the plumbing and other utility services of toilets of the said Flat shall be used for the purpose of such servicing only.
- j) Pay to the Promoters, within 7 (seven) days of demand by the Promoters, their share of security deposit and/ or such other charges, amount, moneys, taxes, cess, etc., as the case may be, payable by the Purchaser under this Agreement and/ or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the Real Estate Project and/ or in respect of said Premises.

- k) To bear and pay any/ all 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 for any purposes other than for purpose for which it is sold and/ or for any other reasons.
- l) The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues including but not limited to the said Purchase Consideration payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have intimated in writing to the Promoters and obtained the prior written consent of the Promoters to transfer, assign or part with the interest etc.
- m) The Purchaser shall observe and perform all the rules, regulations and resolutions of the Society for protection and maintenance of the said Real Estate Project and the premises and common areas therein, renewal of the lease on the said Land and payment of transfer premium/ lease rent therefor and/ or for any other reasons 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 shall also observe and perform all the stipulations and conditions laid down by the Society, regarding the occupation and use of the Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- n) The Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
- o) The Purchaser hereby confirms and acknowledges that the specifications mentioned in the advertisement/communications or the sample flat and its colour, texture, the fitting(s), fixture(s), furniture, items, electronic goods or any installations depicted therein are only suggestive and are for the purpose of showcasing the sample flat and the same are not intended to be provided as a standard specifications and/or services or cannot be construed in that manner and the Promoters is not liable/ required to provide the same other than as expressly agreed by the Promoters under this Agreement. The Purchaser has not

relied on the same for his its decision to acquire the said Premises and also acknowledges that the Purchaser has seen all the layout plans, specifications and time schedule for completion of the Project.

- p) Not to make any extensions, additions, in or around his Premises which may be considered illegal and as violation of Occupation Certificate of the particular Premises. In the event such an illegal alteration is carried out, then the Purchaser shall immediately remove/ demolish it as soon as it is brought to his notice. The Purchaser shall not attempt to regularize such an illegal alteration.
- q) Not to transfer, assign, give on leave and license or tenancy basis or induct any persons into or part with the said Premises and/or any part thereof and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said Premises and/or any part thereof without the prior written consent of the Promoters/Society. The Promoters shall grant such consent to the Purchaser only if the Purchaser has/have paid all dues under this Agreement and has/have not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the Promoters in this regard.
- r) The Purchaser hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by the Promoters to the Government, Municipal Corporation or to any other authority in respect of development of the said Property or in respect of the said Real Estate Project or the said Premises, the same shall be reimbursed to the Promoters in the proportion that the area of the said Premises agreed to be purchased by the Purchaser bears to the total area of all premises in the Real Estate Project and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Purchaser.
- s) While carrying out any work, the Purchaser shall ensure that the water proofing treatment given by the Promoters is not damaged in any manner. The Purchaser shall also ensure that the plumbing lines provided in the Flat are not shifted. If on carrying out the work, any leakage and/ or seepage of water takes place, then the Purchaser alone shall be liable and responsible to rectify such defects at their own costs and expenses. Likewise, in case while carrying out the said work, the Real Estate Project or any part thereof including (but not limited to) the adjoining flats and/or the flats on the upper and lower floors are damaged, then the Purchaser

alone shall be liable and responsible to rectify such damages at their own cost and expenses.

- t) That Purchaser shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoters and understands that in case of any violation, particularly with regard to sub-clause (f), (p), (s), he shall not be entitled to claim the benefit of defect liability.
- u) the Purchaser represents that he has not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser;
- v) the Purchaser represents that no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties;
- w) the Purchaser represents that none of his assets are subject matter of any attachment and/or the Purchaser has/have not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser is a defending party;
- x) the Purchaser represents that he has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations; and
- y) the Purchaser represents that he has not compounded payment with his 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.
- z) The Purchaser is aware of the following and shall not raise any objection in respect thereof in future and MCGM/Promoters shall not be held responsible for the same:
 - i. the said Real Estate Project is constructed with open space deficiency and the Purchaser shall not object to the development of neighbouring plot, whenever they come forward for the development of their respective plot, which may involve open space deficiency;
 - ii. uses of the Mechanical and other Parking System in the Project;
 - iii. room sizes are adequate as required under applicable guidelines (with concessions);
 - iv. Maneuvering space for car parking.
- aa) The Purchaser shall ensure that the Society shall preserve and maintain the documents / plans received from the Promoters/ Architect 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 authorized agency of MCGM.

- bb) The Purchaser shall not object or raise any claims for any variations in colour, size and design etc. of the tiles, marble, granite, stones, or any other construction material provided/used in the said Flat during construction and/or repairs/replacement which are beyond control of the Promoters.
- cc) The Purchaser is aware that the Real Estate Project is only a Wing in the said New Building. The Promoters in due course of time shall subsequently be constructing further wings in the said New Building which shall be sharing a common podium with the Real Estate Project. The Purchaser is aware that such phased development may take time. Similarly, some of the common area amenities proposed to be provided shall only be developed. The Purchaser undertakes not to object or cause any hindrance in such work being carried out, at any point of time, including after taking possession of the said Premises.
- dd) The Purchaser is similarly aware that the Promoters intend to carry out development of the said Land in a phased manner. The Promoters shall at their discretion carry out future development in the said Premises. The Purchaser agrees and undertakes that he shall not make any grievance regarding the Promoters carrying the same out.

The Purchaser hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters 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.

18) RIGHTS OF THE PROMOTERS:

- a) The Purchaser hereby consents that The Promoters shall, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoters and/ or its affiliates with various devices (including electronic, laser and neon signs) in one or more places in the said Real

Estate Project and/or the said New Building and including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoters and/or its group companies and affiliates will not be liable to make any payment of any nature to the Society and/or the occupant/s of the Building in respect of such logos and/or name boards and/or put-up advertisements boards/ hoarding etc.

- b) The Promoters shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the proposed Society/Condominium, in respect of any unsold/ un-allotted premises in the Real Estate Project, save and except the rents, rates, taxes, cesses, assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Promoters will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/ unsold premises and car parking spaces. In case the Promoters is liable to pay or have paid the same in respect of the Real Estate Project, flats, premises and/or car parking spaces which are not allotted, sold and disposed of and any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received in respect of such unsold or un-allotted premises and/or car parking spaces, then the proposed Society/Condominium shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoters, whether the Promoters has demanded the same or not. All unsold and/or unallotted premises/ flats, areas and spaces in the Real Estate Project, including without limitation, car parking spaces and anywhere else in the Real Estate Project and on the Land shall always belong to and remain the property of the Promoters at all times and the Promoters shall continue to remain in overall possession of such unsold and/ or unallotted premises/ flats and shall be entitled to enter upon the Real Estate Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoters may deem necessary.
- c) The Promoters shall have the right to raise any loan/ financial facility against the Land and to mortgage 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 Promoters only at its own expenses.

19) CLUB HOUSE:

- a) The Promoter will develop a club house ("Club") for the Allottee and occupants of the Larger Property i.e. Wing "A", "B" and "C" along with such other amenities subject to approvals, permissions and sanctions received from the competent authorities and statutory bodies for the purpose of use and enjoyment of the Allottee and occupants of Larger Property.
- b) Upon making full payment of all amounts due under this Agreement and completion of the Club, the Allottee shall be entitled to use the facilities of the Club which is constructed on the portion of Larger Property.
- c) The Allottee shall be obliged to pay the charges; if any levied by the operator of the Club for specific services(s) availed by the Allottee.
- d) The Allottee agrees that the Club shall be used only by the Allottee of the Flat in the Real Estate Project. Entry to the club and use of the facilities, by any of their guests shall be charged, as determined by the Promoter or Organisation as the case may be. The membership will be subject to the terms and conditions, rules and charges, as may be framed / levied from time to time by Promoter and/or operator of the Club and the Allottee undertakes to be bound by the same and hereby waives his right to raise the objection in this regard.
- e) The right to use the facilities at the Club shall be personal to the Allottee of the Flat and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Flat is transferred by the Allottee then in such event the Allottee shall be deemed to have transferred the right to utilize the club as well as the membership to the prospective Purchaser/Transferee of the Flat. In the event the Allottee has given the Flat on the rent/ lease/ leave and license to any person, then such tenant/ lessee/licensee shall be entitled to use the facilities at the Club to the exclusion of the Allottee.
- f) The Promoter does not warrant or guarantee for use, the performance or service otherwise provided by the operator of the Club. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection

with any deficiency or the performance/non-performance of the services or otherwise provided to the Allottee.

20) WAIVER:

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

21) MAINTAINANCE OF SEPARATE ACCOUNT:

The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchasers of flats in the Real Estate Project as advance or towards the Other Charges as mentioned in Part B of SIXTH SCHEDULE hereunder written.

22) RESTRICTION ON RIGHT OF PURCHASER:

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 Land or Real Estate Project or any part thereof. The Purchaser shall have no claim, save and except, in respect of the Premises hereby agreed to be sold to him 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 Promoters/ Society, as the case may be.

23) RIGHT OF THE PROMOTERS TO CREATE A MORTGAGE/ CHARGE/ LIEN:

- a) The Promoters have not created any mortgage or charge on the said Land or any part thereof, save and except as disclosed in the title reports and/or while registering the said Project under RERA and/or elsewhere in this Agreement. The Promoters are, 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 development of the said Land or any part thereof, without making the Purchaser liable for repayment of the same, by creating mortgage or charge on any units or receivables from sale of such units / premises

as may be desired by the Promoters. In case any such mortgage or charge is made or created by the Promoters, 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, who has taken or agreed to take such Premises. The Promoters 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.

- b) In case the Purchaser avails the financial assistance or home loan *inter-alia* for purchasing or acquiring the said Premises, then in that event, the Promoters shall, at the request and cost of Purchaser, allow the charge, lien or mortgage to be created upon the said Flat of such financial institution from whom the Purchaser 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 alone. The Promoters 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 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, the same shall be subordinate to the rights of the Promoters 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 Real Estate Project and/ or the Land shall or any part thereof be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/ home loan.
- c) The Purchaser hereby expressly agrees that so long as the loan and the said Purchase Consideration remain unpaid/ outstanding, the Purchaser, 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 Promoters and the relevant bank/ financial institutions which have advanced the loan. The Promoters shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Purchaser to inform the Society about the lien/charge of such banks/Financial Institutions and the Promoters shall not be liable or responsible in any manner whatsoever.
- d) The Purchaser indemnifies and hereby agrees to keep indemnified the Promoters and its successors and assigns from and against any/all claims, costs, charges,

expenses, damages and losses which the Promoters, 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 of the terms and conditions governing the loan.

24) 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/ Land/ Real Estate Project, as the case may be.

25) 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.

26) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASER:

The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, whom the Purchaser may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s). 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.

27) 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.

28) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser in the Project/ members of the Society, the same shall be the proportion which the RERA carpet area of the said Flat bears to the total RERA carpet area of all the flats in the Real Estate Project.

29) 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. All costs, expenses, charges, taxes, including GST, Registration Charges, etc. that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Purchaser.

30) EXECUTION OF THE AGREEMENT:

- a) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatories at the Promoters' Office or such other place as the Promoters may intimate.
- b) The Purchaser and the Promoters shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Parties will attend such office and admit execution thereof. It is agreed between the Parties that all expenses towards GST and/ or any other cesses or taxes pertaining to this Agreement shall be borne and paid solely by the Purchaser; and stamp duty and registration charges with respect to execution of this Agreement shall be borne and paid by the Promoters.

- c) Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser until, firstly, the Purchaser 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 and secondly, appear/s for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser fail/s to execute and deliver to the Promoters this Agreement within 7 (seven) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith shall be returned to the Purchaser (subject to deduction of various amounts stated herein above) without any interest or compensation whatsoever.

31) ADDRESS FOR CORRESPONDENCE:

That all notices to be served on any of the Parties, as contemplated by this Agreement, shall be deemed to have been duly served if sent to the respective Party by Registered Post A.D./ Speed Post/ Courier or notified Email ID/ Under Certificate of Posting at their respective addresses described in Part C of SIXTH SCHEDULE:

It shall be the duty of the respective Parties to inform the others of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/ speed post/ e-mail, failing which, all communications and letters posted at the above address shall be deemed to have been received by such Party.

32) JOINT PURCHASERS:

That in case there are Joint Purchasers, all communications shall be sent by the Promoters 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.

33) FOREIGN EXCHANGE MANAGEMENT ACT:

The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 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 Promoters with such permission, approvals which would enable the Promoters 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 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 holds the Promoters harmless against any such action, and undertakes to indemnify the Promoters in case of any fine/ action/ proceeding, etc. initiated against him by the relevant authority for any reason.

34) PAYMENT COMPLIANCE:

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

35) DISCLOSURES:

The Purchaser doth hereby represent to the Promoters 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 Land, after being given complete inspection of all documents relating to title of the said

Land, including sufficient time to go through this Agreement and all other ancillary documents.

- b) That he waives his right to raise any questions or objections to the title of the Society to the said Real Estate Project and right of the Promoters to develop the same and sell the said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoters.
- c) That he has 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 and the Promoters and supersedes and cancels:
 - (i) All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and/or through on any other medium;
 - (ii) The Promoters 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 Promoters under this Agreement; and

The Purchaser 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 Promoters 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.

36) 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.

37) 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 FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land hereditaments and premises situate laying and being at Village Hariyali bearing Survey No. 112A (Part) corresponding C.T.S. No. 4D/1 and 4D/3 admeasuring 36,373 Sq. Mt. or thereabout within registration Sub-District, Mumbai City Suburban bounded as follows:

- On or towards the North by : Partly by Adi Shankar Acharya Marg and Partly remaining portion of CTS No 4 (pt.)
- On or towards the South by : Remaining portion of CTS No 4 (pt.)
- On or towards the East by : Partly by Chandan Nagar and Partly by boundary of CTS No 4D/2, 4D/4, 4D/5, 4D/6 and 4 (pt.)
- On or towards the West by : Partly by village boundary of Tirandaz and Partly by CTS No 4 (pt.)

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land hereditaments and premises situate laying and being at Village Hariyali bearing Survey No. 112A (Part) corresponding C.T.S. No. 4D/1 admeasuring 24,700 Sq. Mt. or thereabout within registration Sub-District, Mumbai City Suburban bounded as follows:

- On or towards the North by : Partly by Adi Shankar Acharya Marg and Partly remaining portion of CTS No 4 (pt.)
- On or towards the South by : Property of United Karnataka Quarry corporation bearing CTS No 4D/3.
- On or towards the East by : Partly by Chandan Nagar and Partly by boundary of CTS No 4D/2, and others.
- On or towards the West by : Partly by village boundary of Tirandaz and Partly by CTS No 4 (pt.)

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land hereditaments and premises situate laying and being at Village Hariyali bearing Survey No. 112A (Part) corresponding C.T.S. No. 4D/3 admeasuring 11,673 Sq. Mt. or thereabout within registration Sub-District, Mumbai City Suburban bounded as follows:

- On or towards the North by : Property of Narendra Stone Co. bearing CTS No 4D/1.
- On or towards the South by : Remaining portion of CTS No 4 (pt.).
- On or towards the East by : CTS No 4D/4, 4D/5, 4D/6 and 4 (pt.).
- On or towards the West by : Property bearing CTS No 4 (pt.)

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

All that piece or parcel of land hereditaments and premises situate laying and being at Village Hariyali bearing Survey No. 112A (Part) corresponding C.T.S. No. 4D/1 and 4D/3 admeasuring 32,623 Sq. Mt. or thereabout within registration Sub-District, Mumbai City Suburban shown on the plan hereto annexed surrounded by Green colour boundary line and bounded as follows:

- On or towards the North by : Partly by Adi Shankar Acharya Marg and Partly remaining portion of CTS No 4 (pt.)
- On or towards the South by : Remaining portion of CTS No 4 (pt.)
- On or towards the East by : Partly by Chandan Nagar and partly by boundary of CTS No 4D/2, 4D/4, 4D/5, 4D/6 and 4 (pt.)
- On or towards the West by : Partly by village boundary of Tirandaz and Partly by CTS No 4 (pt.)

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:
(DESCRIPTION OF THE SAID LAND)

All that piece or parcel of land hereditaments and premises situate laying and being at Village Hariyali bearing Survey No. 112A (Part) corresponding C.T.S. No. 4D/1 and 4D/3 admeasuring 32,095 Sq. Mt. or thereabout within registration Sub-District, Mumbai City Suburban bounded as follows:

- On or towards the North by : Partly by Adi Shankar Acharya Marg and Partly remaining portion of CTS No 4 (pt.)
- On or towards the South by : Remaining portion of CTS No 4 (pt.)
- On or towards the East by : Partly by Chandan Nagar and Partly by boundary of CTS No 4D/2, 4D/4, 4D/5, 4D/6 and 4 (pt.)
- On or towards the West by : Partly by village boundary of Tirandaz and Partly by CTS No 4 (pt.)

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE SAID PREMISES, CONSIDERATION &
PAYMENT TERMS)

PART A		
Description of said Premises	<p>Flat bearing No. ____ comprising of __ (____) Bedrooms, Hall and Kitchen admeasuring ____ Sq. Mt. equivalent to ____ Sq. Ft. (RERA carpet area) on the _____^{st/nd/rd/th} (____) Floor alongwith the exclusive use and occupation of Balcony admeasuring ____ Sq. Mt. equivalent to ____ Sq. Ft. and shown on the typical floor plan hereto annexed as Annexure 'G' bounded by red colour line and Car Parking Facility for ____ (____) Car/s in the Real Estate Project known as “MARS – Wing”A” being constructed on the said Land more particularly described in the FIFTH SCHEDULE hereinabove written.</p> <p>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.</p>	
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)	
Payment Schedule:		
Details	%	Amount (Rs.)
On Booking	9.90%	
60-90 days from date of booking	10.10%	
Completion of Plinth	10%	
On Completion of 4 th Slab	10%	
On Completion of 12 th Slab	10%	
On Completion of 20 th Slab	10%	
On Completion of top Slab	10%	
On Completion of OH tank	10%	
On completion of Lift installation	10%	
On offering possession	10%	
Total Rupees _____ Only	100%	

Other Charges:		
Sr. No.	Details	Amount
1	Development Charges	1,50,000/-
2	Electrical Charges	10,000/-
3	Share Money	500/-
4	Legal Charges	10,000/-
5	Society Charges	4,000/-
6	Water Connection Charges	15,000/-
7	Mahanagar Gas Connection Charges	10,500/-
8	CAM Charges @ Rs. 9/- Per Sq. Ft. per month for 12 Months	
Total Rupees _____ Only		

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). However, if any increase/revision/new Levy is made applicable, the same will be payable by the Purchaser(s) as per rates applicable time to time. It is expressly understood that the consideration mentioned herein do not include any taxes/levies/cess

PART C

Promoters Address For Correspondence	Name	M/s. Suncity Housing
	Address	Podium, Mars building, Suncity Housing Complex, Adi Shankaracharya Marg, Powai, Mumbai 400076
	Email ID	suncityhousing@rediffmail.com
Purchaser(s) Address For Correspondence	Name	
	Address	
	Email ID	
Nominee Details	Name	
	Address	
	PAN	
	AADHAR	
	Relation with Purchaser	
	% Share	

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
PART A – AMENITIES FOR WING – “A”

<u>Sr. No.</u>	<u>List of Amenities and Specification</u>	<u>Description</u>	<u>Stage wise time schedule for completion</u>
1	Entrance Lobbies	Exclusive for Wing - A	Same as Possession date of said Flat
2	Lift Lobbies	Lift Lobbies on each floor of Wing - A	Same as Possession date of said Flat
3	Elevators	Exclusive for Wing - A	Same as Possession date of said Flat
4	DG Power backup for common areas	For corridors and elevators	Same as Possession date of said Flat
5	Meter Room	Exclusive for Wing - A	Same as Possession date of said Flat

PART A – COMMON AREAS, AMENITIES AND FACILITIES FOR WING – “A”, WING – “B” AND WING – “C”

<u>Sr. No.</u>	<u>List of Amenities and Specification</u>	<u>Description</u>	<u>Stage wise time schedule for completion</u>
1	Club House	Located in the common area of Wing – “A”, “B” and “C” with Swimming Pool, GYM, etc	Completion date along with future development of Wing – “A”, “B” and “C” to be developed in Larger Property

THE EIGHTH SCHEDULE ABOVE REFERRED TO:
AMENITIES, FIXTURES AND FITTINGS TO BE PROVIDED IN THE SAID FLAT

<u>Items</u>	<u>Description</u>
<u>Flooring</u>	Vitrified tile flooring
<u>Internal Walls</u>	Gypsum finished internal walls
<u>Bathroom</u>	Branded Sanitary ware
<u>Plumbing</u>	Jaguar or Similar brand fittings
<u>Electrical</u>	Adequate electric points will be provided with any ISI brand wiring like Polycab or equivalent
<u>Paint</u>	Plastic / Acrylic paints on internal walls of Premium quality
<u>Doors</u>	Wooden Main door and Bathroom doors
<u>Windows</u>	Aluminum Sliding Windows

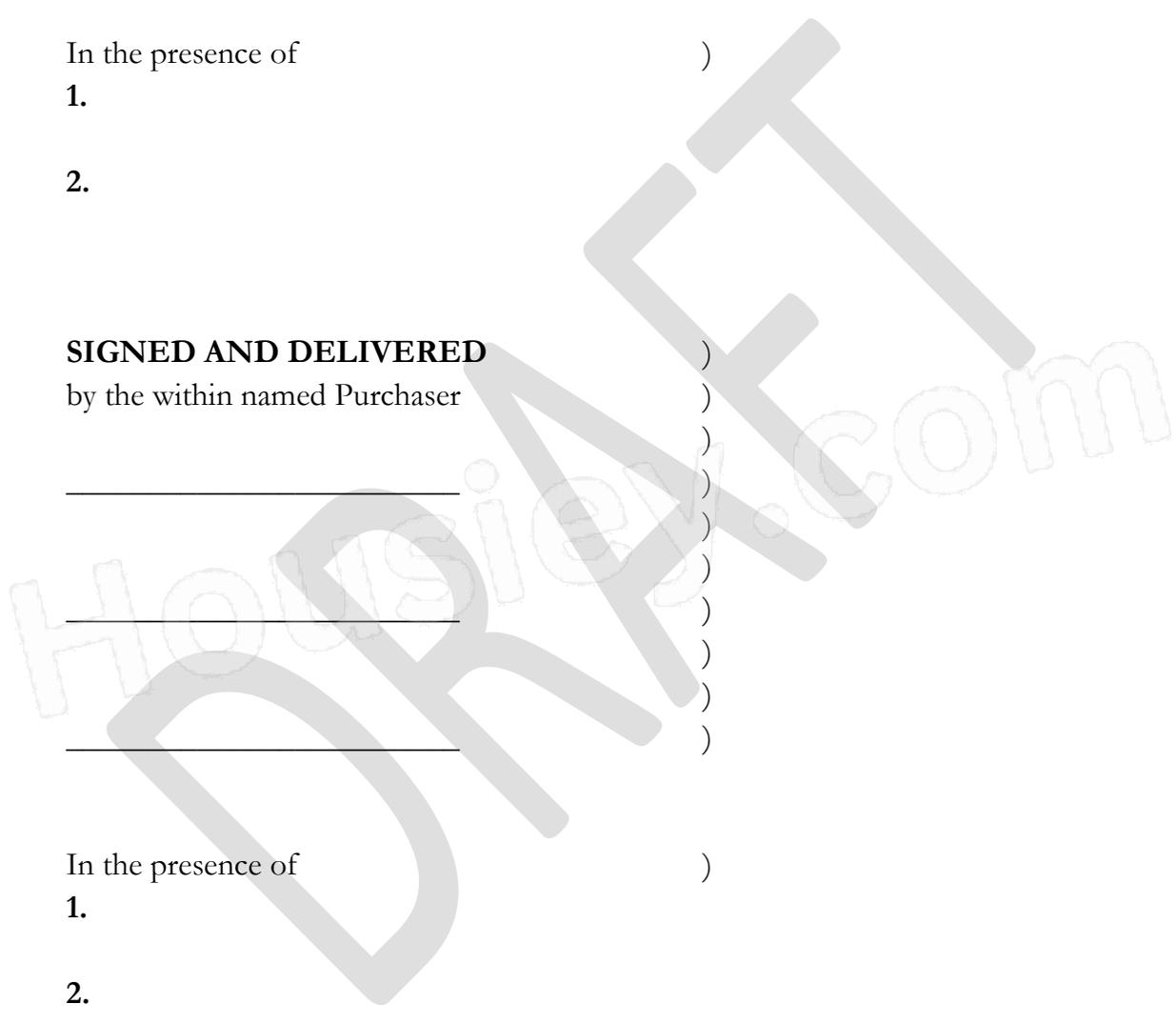
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
By the within named Promoters)
M/s. Suncity Housing)
by the hand of its Designated Partner/)
Authorised Signatory)
_____)

In the presence of)
1.)
2.)

SIGNED AND DELIVERED)
by the within named Purchaser)
_____)
_____)
_____)

In the presence of)
1.)
2.)



RECEIPT

RECEIVED WITH THANKS from the withinnamed Allottee/s a sum of Rs. [insert amount]/- (Rupees [insert amount]/- Only) towards part consideration, before execution of this Agreement as per the details below:

Sr. No	Date	UTR No./ Cheque No.	Amount (Rs.)	Bank & Branch
1.			/-	
2.				
3.				
4.				
		TOTAL	/-	

We say received,

For **M/s. Suncity Housing**

Authorised signatory

Annexure A: -Title Certificate

Annexure B: - Property Card

Annexure C: - Layout Plan

Annexure D: - IOD

Annexure E: - CC

Annexure F: - RERA Certificate

Annexure G: - Flat plan on typical floor plan

DRY
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