

This Agreement for Sale (“Agreement”) is made and entered into at Mumbai on this \_\_\_ day of \_\_\_\_\_ in the Christian Year 2022 (Two Thousand and Twenty Two)

**AMONGST**

**M/S. RUBBERWALA REALTY**, a partnership firm having its registered office at 29, 4th Floor, Maskati Building, 76, Mohammadali Road, Chakala Market, Mumbai – 400003 hereinafter referred to as “**Developer/Owner**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being representing the said firm, the last surviving partner, the heirs, executors, administrators of the last surviving partner and his/her/their assigns) of the **One Part**;

**AND**

**MR.** \_\_\_\_\_ **& MRS.** \_\_\_\_\_  
having their address at \_\_\_\_\_,  
hereinafter referred to as “**the Purchaser/s/Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns/its successors and permitted assigns and in case of a body corporate its successors-in-title and in case of a partnership firm the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time, the Coparceners and the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor of them and in case of a trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them) of the **Other Part**.

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**WHEREAS:**

- A. By and under an Oral Gift dated 22<sup>nd</sup> February, 1956 executed out of natural love and affection by one Tayebally Abdulalli Shaikh Ahmed in favor of his three sons Abdulhusain Tayebally Parekh, Jabir Tayebally Parekh and Saifee Tayebally Parekh, the said Abdulhusain Tayebally Parekh, Jabir Tayebally Parekh and Saifee Tayebally Parekh (then a minor) became entitled to a one third share each, in respect of the immovable property consisting of land together with building comprising of ground plus four upper floors standing thereon namely “Vora Building” situate at Sindhi Lane, Falkland Road, bearing Cadastral Survey No. 2937 of Bhuleshwar Division, hereinafter referred to as the “**Said First Property**” and which said First Property is more particularly described in the **First Schedule** hereunder written.
- B. Vide a Deed of Release dated 15<sup>th</sup> April, 2005 read with Deed of Confirmation dated 5<sup>th</sup> June, 2006 duly registered with the office of the Sub Registrar of Assurances, Mumbai under Serial No. BBE-1/5576/2006 executed by Abdulhusain Tayebally Parekh therein referred to as “Releasor” in favour of his brother Jabir Tayebally Parekh therein referred to as “Releasee”, the Releasor therein transferred all his one third undivided right title and interest in the said Property in favour of the Releasee therein out of natural love and affection and on the terms and conditions more particularly contained therein. In view thereof, the said Jabir Tayebally Parekh became entitled to a two third share in the said Property.
- C. In the circumstances aforesaid, the said Jabir Tayebally Parekh and Saifee Tayebally Parekh became absolutely seized and possessed of the said Property in the ratio Jabir Tayebally Parekh : Saifee Tayebally Parekh 2:1.
- D. By and under Agreement for Development dated 16<sup>th</sup> December, 2010 and duly registered with the office of the Sub-Registrar of Assurances, Mumbai under Serial No. BBE-1-00853/2011 on 31<sup>st</sup> January, 2011 made and executed between the Owners therein of the One Part and the Developer/Owner herein of the Other Part, the said Owners therein granted in favor of the Developer/Owner herein the development rights in respect of the said Property by demolishing the Existing Building and constructing a new building thereon (hereinafter referred to as the “New Building”) as per the plans to be sanctioned by the concerned authorities on the terms and conditions more particularly contained therein.
- E. By and the under Deed of Conveyance dated 7<sup>th</sup> August, 2013 duly registered with the Sub Registrar of Assurances under Serial No. BBE-1-7131 of 2013 made and executed between One Mr. Hozafa Shoeb Contractor therein referred to as the Vendor on the One part and M/s. Rubberwala Realty therein referred to as the Purchaser being the Owner herein, the Vendor therein sold assigned released conveyed transferred and assured unto the Owner herein all that piece and parcel of land or ground with the hereditaments and premises standing known as Rajani House situate lying and being at 2<sup>nd</sup> Carpenter Street, Mumbai bearing C.S. No. 2957 of Bhuleshwar Division in the city of Mumbai and hereinafter referred to as the said Second Property and the said Second Property is more particularly described in the schedule there under and described in the Second Schedule hereunder.
- F. The said property described in the First Schedule and the Second Schedule collectively hereinafter referred to as the said Property.
- G. The Old Building standing on the said Property described in the First Schedule consisted of ground plus 4 upper floors which were in use and occupation of monthly tenants and the Developer/Owner has obtained necessary consents from the tenants in the Old

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Building and the Old Building standing on the said Property described in the Second Schedule consisted of ground plus three upper floors which were in use and occupation of monthly tenants and the Owner has obtained necessary consents from the tenants in the Old Building;

- H. In the above premises the Developer/Owner have become sufficiently entitled to develop the said property more particularly described in the First and Second Schedule hereunder written
- I. By and under a no-objection Certificate dated 19<sup>th</sup> October, 2012 bearing no. R/NOC/F-2010/5667 (“**NOC**”) issued with respect to First Property by Maharashtra Building Repairs and Reconstruction Board (“**MBRRB**”), permission was granted to the Developer/Owner for development of the said First Property on the terms and conditions contained therein. A copy of the aforesaid NOC dated 19<sup>th</sup> October, 2012 is annexed hereto as **Annexure ‘B’**;
- J. An Intimation of Disapproval (“**IOD**”) dated 28<sup>th</sup> June, 2013 and bearing reference no. EB/6284/C/A has been issued by Executive Engineer, MCGM to the Developer/Owner in respect of the development of the said First Property. A copy of the IOD is annexed hereto as **Annexure ‘C’**;
- K. By and under Commencement Certificate dated 26<sup>th</sup> June, 2015 bearing reference no. EB/6284/C/A has been issued by MCGM (“**CC**”), permission was granted to the Developer/Owner to commence the construction on the said First Property on the terms and conditions contained therein. A copy of the CC is annexed hereto as **Annexure ‘D’**;
- L. By and under a Composite/revised no-objection certificate dated 9<sup>th</sup> May, 2019 bearing reference no. R/NOC/F-2666/ 3991 issued by MBRRB, MBRRB granted its NOC with respect to the said First and Second Property to be redeveloped jointly under the modified Regulation 33(7) of the Development Control Regulations for Greater Mumbai (“**DCR**”), on the terms and conditions contained therein. A copy of the aforesaid Composite/revised no objection certificate dated 9<sup>th</sup> May, 2019, is annexed hereto as **Annexure ‘E’**;
- M. The Developer/Owner proposed to develop the said Property under the provisions of Regulation 33(7) of the DCR read with applicable laws and has approached the Municipal Corporation of Greater Mumbai (“**MCGM**”) and submitted plans for amendment in respect thereof to the competent authority for its approval;
- N. MCGM has granted its approval dated 20<sup>th</sup> October, 2020 for the amendment of plans bearing reference No. EB/6284/C/A in respect of the said Property consisting two buildings, Building No. 1 facing Sindhi Lane proposed of Ground + 1<sup>st</sup> floor part commercial rehab, 2<sup>nd</sup> floor offices/Units, 3<sup>rd</sup> to 5<sup>th</sup> floors parking and 26<sup>th</sup> upper floors residential premises and Building No. 2 proposed for Ground + 10 upper floors.
- O. The Government of Maharashtra through its Urban Development Department vide its notification bearing No. TPB-4320/107/CR-72/2020 (Part-I) UD-II dated 18<sup>th</sup> November, 2020 have proposed to modify certain provisions of Regulations 33 (7) and 33(9) of the D C Regulations mainly increasing the incentive FSI and have published notice for inviting suggestions and objections in that behalf.
- P. Pursuant thereto, upon sanction and implementation of the above notification in due course of time the Developer/Owner shall be entitled to additional FSI and for utilization and consumption of the additional FSI the plans for the proposed Building No. 1 will be amended and additional 7 upper floors will be constructed by the Developer/Owner/Owner.

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- Q. In the manner, the Developer/Owner is entitled to construct/develop the said Property (as defined hereinafter) and the copies of the Certificate of Title issued by Mr. Mahendra P. Bhatt, Advocate & Z.A Lakdawala & H.A Lakdawala Advocates, certifying *inter-alia* the right/entitlement of the Developer/Owner to develop the said Property is annexed hereto as **Annexure ‘F’**;
- R. The said Property is being developed by the Developer/Owner by constructing commercial units, offices, residential premises, rehabilitating the existing tenants;
- S. The Developer/Owner has proposed 2 (two) buildings on the said Property, Building No. 1 consisting of Ground + 1<sup>st</sup> floor part commercial rehab, 2<sup>nd</sup> floor offices/Units, 3<sup>rd</sup> to 5<sup>th</sup> floors parking and 26<sup>th</sup> upper floors residential premises and Building No. 2 proposed for Ground + 10 upper floors. The project being constructed on the said Property is known as ‘*Nebula*’ (“**the said Building**”);
- T. The Developer/Owner has registered the said project consisting of the residential units, commercial premises, Offices, Units as a ‘Real Estate Project’ bearing registration no.P51900010038 (“**the Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). A copy of the RERA Certificate is annexed hereto as **Annexure ‘G’**; The Developer/Owner shall revise project details with RERA authority and upload on its web site upon issuance of the sanctions to the further amendments.
- U. The copy of the Survey Register in respect of the said Property is hereto annexed as **Annexure ‘H’**;
- V. The Developer/Owner has retained the full, absolute and exclusive right, authority and unfettered discretion to utilize, develop, sell, transfer, and / or assign at any time in future the balance of the development potential or the entire unconsumed or the residual FSI in relation to the said Property, whether arising prior to the date of this Agreement or at any time hereafter which has not been consumed on the said Property, at their sole and absolute discretion;
- W. The Developer/Owner shall be entitled to the entire unconsumed and residual FSI in respect of the said Property, and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights (“**TDR**”), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various schemes as mentioned in the DCR or based on any expectation of increased FSI which may be available in future on modification of DCR or any other regulations which are applicable to the development of the said Property in the present layout and the Developer/Owner will be entitled to and have right, at its sole discretion to amalgamate the said Property with one or more of the adjoining properties and to utilize the FSI thereof *inter-alia* on any portion of the said Property and/or amalgamated layout and also to sub-divide such amalgamated property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Developer/Owner and that neither the Purchaser/s nor the Organization/Apex Body/Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

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- X. The Purchaser/s in their personal capacity as also in their capacity as members of the Society / Condominium / Company and/or any other association when formed and registered hereby give their unequivocal and express consent to the utilization by the Developer/Owner and/or their nominee/s and assigns, of such additional FSI and/or TDR and any benefits arising there from as hereinabove contained;
- Y. The Developer/Owner has informed the Purchaser/s that the building plans in respect of the said Building shall vary and are subject to final sanction of the MCGM and all other concerned authorities and after having understood the same, the Purchaser/s has granted his/her/its/their express consent to the Developer/Owner to carry out changes/additions/modifications and alterations in the said Building and the layout plan in respect of the said Property or part thereof as contemplated under Section 14 of RERA (as defined hereinafter);
- Z. The Developer/Owner is entitled to amend, modify and/or substitute the proposed future and further development of the said Property as a singular/ amalgamated and/or as a sub-divided layout in full or in part(s), in accordance with the applicable law from time to time which may *inter-alia*, include construction of buildings in consonance with proposed lay-out in phase-wise manner on such layout, whether presently reserved for buildable/non-buildable reservations, open space due to proposed changes in layout by implementing various schemes as mentioned in DCR or based on expectation of increased FSI which may be available in future on modification or issue of new DCR, which are applicable to the development of said Property and/or the amalgamated and/or sub-divided layout, at the case may be, at the sole discretion of the Developer/Owner *inter-alia* in consonance with the DCR, as amended time to time;
- AA. The Developer/Owner has entered into standard Agreement/s with Architects registered with the Council of Architects and such Agreement/s are as per the Agreement prescribed by the Council of Architects;
- BB. The Developer/Owner has appointed Structural Engineers for the preparation of the structural design and drawings of the said Building and accordingly, the said Building is being constructed under the professional supervision of the Architects and the Structural Engineers (or any suitable replacements/substitutes thereof);
- CC. The Purchaser/s has/have demanded from the Developer/Owner and the Developer/Owner has given to the Purchaser/s, inspection of all title deeds and documents relating to the said Property, orders, the plans, design and specification prepared by the Architect of the Developer/Owner, in-principal approvals, all the endorsements on the development permissions, approvals, IOD, CC and all other documents specified under RERA and the Maharashtra Ownership Flats (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963 or any other enactment as may be in force from time to time and the rules and regulations made there under and the Purchaser/s has/have, prior to the date hereof, examined copies of all the documents and papers referred to above and have caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants and is satisfied with the same and with the entitlement and title of the Developer/Owner to develop the said Property and sell the units in the said Building;
- DD. The Purchaser/s has/have also examined all documents and information, including in respect of the title of the Developer/Owner to develop the said Property and uploaded by the Developer/Owner on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects and is satisfied with the same;
- EE. Save and except the litigations as disclosed on the website of the Authority, there are no other litigations affecting the said Property and / or the Project;

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- FF. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the foregoing recitals and has/have agreed and consented that the Developer/Owner shall have all the rights in respect of the development of said Property and the Developer/Owner has the right to sell the units in the Project and to enter into this Agreement with the Purchaser/s of the units in the Project and to receive the sale consideration in respect thereof;
- GG. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Owner while developing the said Property and constructing the said Building and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the said Building and/or the Project, as the case may be, shall be granted by the competent authority;
- HH. The Developer/Owner has accordingly commenced construction of the said Building on the said Property in accordance with the sanctioned plans, approvals and permissions;
- II. As requested by the Purchaser/s, the Purchaser/s has/have agreed to purchase and the Developer/Owner has agreed to sell to the Purchaser/s, on the terms and conditions recorded under the Allotment Letter dated --/--/-- and hereinafter appearing, on what is known as ownership basis, the said Shop/Flat/office/unit/commercial premises as more particularly described in Annexure 'A' and shown by red outline on the sanctioned floor plan hereto annexed **Annexure 'I' ("the said Unit")** at or for the lump sum Consideration ("**Consideration**") also specified in the said Annexure 'A' and as incidental thereto, has also agreed to grant to the Purchaser/s the right to use the Car Parking(*if any*) as described in Annexure 'A' ("**Car Parking Space/s**") and the Common Areas (as defined hereinafter) subject to the superintendence and rules and regulations formulated by the Society / Condominium / Company and/or any other association to be formed in relation thereto (The said Unit and the right to use the Car Parking Space (if any) (as defined hereunder) are hereinafter collectively referred to as "**the said Premises**");
- JJ. The Developer/Owner has specifically made aware to the Purchaser/s that the Developer/Owner shall construct additional upper floors over and above the 26upper floor in consonance with proposed notification recited at clause O hereinabove and upon issuance of such approval / permissions that will be granted to the Developer/Owner for construction of such additional upper floors over and above the 26upper floor and the Purchaser/s do hereby give his/her/their no objection in favour of the Developer/Owner and that neither the Purchaser/s nor the Society / Condominium / Company and/or any other association formed in respect of the said Building, shall object or have or claim any rights, benefits or interest whatsoever in respect thereof and/or for any inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- KK. On such additional floors being constructed above the 26 upper floor of the said Building, the Fitness Center and any other utilities presently proposed for the said Building and its use on the above 26 upper floor may accordingly, at the sole discretion of the Developer/Owner and as per the approved plans, be shifted to the floors above the 34 upper floor of the said Building and the Purchasers hereby consent to the same and confirm that they shall not create any hindrance or any objection in this regard;
- LL. The Developer/Owner has informed the Purchaser/s that the Developer/Owner has entered into/are entering into/will be entering into similar separate agreements with several other persons and parties for the sale of other units in the said Building;

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MM. In pursuance of the provisions of RERA and RERA Rules, the Parties are executing this written agreement for sale in respect of the said Premises and agree to register this Agreement with the office of the sub-registrar of assurances under the provisions of the Registration Act, 1908.

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

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim and the capitalized words defined therein and used in the operative portion of this Agreement shall have the meaning assigned to them in the Recitals. The headings given in the operative section of this Agreement and to the schedules/Annexures are only for convenience and shall not form an operative part of this Agreement or the schedules/Annexures and shall be ignored in construing the same.
- 1.2. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the provisions of this Agreement and has/have agreed that the Developer/Owner shall have all the rights in respect of the said Building and the said Property and the Purchaser/s will not object to the same;
- 1.3. In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
- 1.3.1. ‘**Agreement**’ shall mean this Agreement together with the Schedules and annexures hereto.
- 1.3.2. ‘**Applicable Law**’ shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any authority or court having competent jurisdiction issued and/or as amended and/or modified from time to time;
- 1.3.3. ‘**Authority**’ shall mean the Real Estate Regulatory Authority appointed under RERA;
- 1.3.4. ‘**Car Parking Space/s**’ shall mean the car parking space, if any, as mentioned in **Annexure “A”**;
- 1.3.5. ‘**Carpent Area**’ shall mean the floor area of the said Unit computed in accordance with Circular No. 4/2017 dated 14<sup>th</sup> June, 2017 issued by the Authority;
- 1.3.6. ‘**Common Areas for flats**’ shall mean (a) common areas specified in **Part A** of the Third **Schedule** hereunder written which are to be utilized by all the occupants of the residential units in the said Building; and (b) the areas available for the exclusive use of the Purchaser/s specified in **Part B** of the Third **Schedule**;
- 1.3.7. ‘**Common Areas for shops/office/commercial**’ shall mean common areas specified in the **Fourth Schedule** hereunder written which are to be utilized by all the occupants of the shops and commercial units being the shops, banquet, spa, etc. in the said Building;
- 1.3.8. ‘**Common Areas**’ shall mean the Common Areas for flats and the Common Areas for shops;

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- 1.3.9. **‘Consideration’** shall mean the aggregate of the Purchase Price, the taxes and any or all other amounts, charges of whatsoever nature payable by the Purchaser/s in relation to this Agreement and all other sums whatsoever payable by the Purchaser/s to the Developer/Owner including in relation to the said Premises and also for the sale of the said Unit to the Purchaser/s under this Agreement;
- 1.3.10. **‘Common Infrastructure’** shall mean certain common amenities like gates, access roads, underground water tanks, internal roads, security cabins, gutters, ramp, sub-station etc., provided by the Developer/Owner for the use and convenience of the purchaser/s of the units in the said Building on the said Property and/or any other buildings that may be constructed in future phases on the said Property;
- 1.3.11. **‘Corpus Amount’** shall mean an amount as mentioned in **Annexure ‘A’** of this Agreement;
- 1.3.12. **‘Defects’** shall mean any structural defects in the said Building or any other defect in workmanship, quality or provision of services by virtue of the same not being of the same quality as detailed in this Agreement and which are brought to the notice of the Developer/Owner by the Purchaser/s as being ‘defects’ within the meaning of this clause within 5 (five) years from the date of handing over of the possession of the said Unit to the first purchaser/s in the Project but specifically excludes defects in the said Unit due to any work/activity carried out by any Unit purchaser/s including the Purchaser/s, in the said Building or any use of equipment in the manner not consistent with the user manuals/guidelines as may be prescribed by the Developer/Owner/ Association/s of Unit Holders;
- 1.3.13. **‘Force Majeure’** shall have the meaning assigned to it under RERA and the RERA Rules made there under including any statutory interpretation thereof;
- 1.3.14. **‘Interest’** shall mean the simple interest at State Bank of India highest Marginal Cost of Lending Rate (“**MCLR**”) plus two percent per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> day of each quarter (i.e., 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October) and the same shall be the MCLR applicable for the said quarter. Provided that in case the State Bank of India MCLR is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to general public;
- 1.3.15. **‘Internal Amenities’** shall mean the specifications and amenities more particularly described in **Annexure ‘J’** hereto annexed;
- 1.3.16. **‘Liquidated Damages’** shall mean an amount mentioned in clause 4.5.3.1;
- 1.3.17. **‘The said First Property’** shall mean all that piece and parcel of land bearing Old Survey no. 9056, New Survey No. 5162 and Cadastral Survey No. 2937 of Bhuleshwar Division and admeasuring 1075.26 square metres situate lying and being at Sindhi Lane, Falkland Road, in “C” Ward in the Registration Sub-District of Bombay and more particularly described in the **First Schedule** hereunder written;
- 1.3.18. **The said Second Property’** shall mean all that piece and parcel of land bearing Old Survey No. 532-533 and New Survey No. 5278 and Cadastral Survey No. 2957 of Bhuleshwar Division and admeasuring 139.63 square meters situate lying and being at 2<sup>nd</sup> Carpenter Street in “C” Ward in the Registration Sub-District of Mumbai City and more particularly described in the **Second Schedule**

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hereunder written;

- 1.3.19. **‘Occupation Certificate’** shall mean the full occupation certificate and/or any part occupation certificate issued by the MCGM under the Maharashtra Regional Town Planning Act, 1966 and/or any equivalent certificate issued by the concerned authority;
- 1.3.20. **‘Outgoings’** shall mean the aggregate of the municipal taxes including property taxes, water charges and all other outgoings in relation to the said Unit and the proportionate outgoings/charges in respect of the said Building and the Common Areas;
- 1.3.21. **‘Possession Date’** shall mean **30.06.2026**, which date has been agreed between the Parties as on the date of this Agreement to be revised to (i) a date specified by the Developer/Owner being a date not more than 6 (six) months thereafter, if the development has not been completed by the Developer/Owner by **30.06.2026**; (ii) a date required to accommodate any force majeure event in terms of Section 6 of RERA; and (iii) a date arrived at after accommodating the period as decided by the Authority in terms of Section 5 of RERA read with Rule 6 of the RERA Rules, during which, the actual work (as is required to complete the development on or before the date of possession) could not be carried out by the Developer/Owner as per the sanctioned plan due to specific stay or injunction order issued by a Court of Law, Tribunal, competent authority, MCGM, statutory authority, etc. or due to any such mitigating circumstances;
- 1.3.22. **‘Project/Real Estate Project’** shall mean the development of the said Building and includes Common Areas/Areas for exclusive use and Internal Amenities;
- 1.3.23. **‘Purchase Price’** shall mean the net amount payable to the Developer/Owner towards purchase of the said Unit together with the right to use the Car Parking Space/s(if any)as mentioned in **Annexure ‘A’** and the Common Areas;
- 1.3.24. **‘RERA’** means Real Estate (Regulation and Development) Act, 2016as may be amended and/or modified from time to time and all notifications, circulars and orders issued there under or by the authorities constituted there under from time to time;
- 1.3.25. **‘RERA Rules’** means Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and all notifications, circulars and orders issued there under or by the authorities constituted there under from time to time;
- 1.3.26. **‘The said Building’** shall mean **‘NEBULA’**, and more particularly described in recital (S) hereinabove;
- 1.3.27. **‘The said Unit’** shall mean the unit more particularly described in **Annexure ‘A’** hereto;
- 1.3.28. **‘Threshold Limit’** shall mean the limit in the variation of the Carpet Area upto +/-3% (Three Percent).

#### 1.4. INTERPRETATION

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- 1.4.1. Words importing the singular include the plural; words importing the masculine shall import the feminine; and vice versa, unless contrary to the terms, conditions and context of usage.
- 1.4.2. The words “include” and “including” are to be construed without limitation, unless contrary to the terms, conditions and context of usage specified therein.
- 1.4.3. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment or modifications (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 1.4.4. In addition to the terms defined in Clause 1.3, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

**2. PURCHASE OF THE SAID UNIT AND CONSIDERATION:**

- 2.1. The Purchaser/s hereby agree/s to purchase and the Developer/Owner hereby agrees to sell to the Purchaser/son the terms and conditions hereinafter appearing, on what is known as ownership basis, the said Unit as described in **Annexure ‘A’** and shown by brown outline on the sanctioned floor plan hereto annexed as **Annexure ‘I’** at or for the lump sum Consideration as specified in the said **Annexure ‘A’** to be paid in the manner set out in **Annexure ‘A-1’** and as incidental thereto, the right to use the Car Parking Space (if any) as described in **Annexure ‘A’** and the Common Areas for the flats and/or the Common Areas for the Shops/offices/Commercials/, as applicable.
- 2.2. In consideration of the said Unit agreed to be sold by the Developer/Owner to the Purchaser/s and as incidental thereto the right to use the Car Parking Space/s (if any) and the Common Areas for the flats and/or the Common Areas for the Shops/offices/Commercials, as applicable, the Purchaser/s has agreed to pay to the Developer/Owner the Consideration more particularly described in **Annexure ‘A’**, without any set-off or adjustment whatsoever.
- 2.3. The Purchase Price and corresponding taxes (forming part of the Consideration) have been/ shall be paid by the Purchaser/s to the Developer/Owner in installments specified in **Annexure ‘A’** after deducting there from Tax Deducted at Source as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961 (“**TDS**”) on each such installment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The Purchaser/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, as per the statutory deadlines, and issue a TDS certificate in Form No.16B to the Developer/Owner within statutory deadline, in accordance with the Income Tax Act, 1961 and the rules there under, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Developer/Owner to give credit to the Purchaser/s for the same.
- 2.4. The Purchaser agrees that the said Consideration amount is to be paid in respect of the said Unit has been arrived after passing the GST Input Tax benefit/Credit to the Purchaser.
- 2.5. The Purchase Price is inclusive of the proportionate price of the Common Areas. The proportionate share of the Purchaser/s in the Common Areas has been today estimated

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based on present building plans. The said computation may change resulting in an increase or decrease in the percentage of undivided interest in the event of there being change in the building plans. It has been specifically agreed between the Parties that the apportionment of the proportionate price of the Common Areas is notional and the same is not subject to change even if the percentage of undivided share of the said Unit in the Common Areas increases or decreases, the intent of the Parties being that the said Unit is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the said lump sum Purchase Price. The Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorizes the Developer/Owner to so increase or decrease the said share of the said Unit and/or of the Purchaser/s in the Common Areas and the Purchaser/s hereby irrevocably agree/s to accept the change in said share as aforesaid.

- 2.6. In addition to the Purchase Price payable in terms of this Agreement, the Purchaser/s agrees to pay to the Developer/Owner, GST (Goods and Service Tax) or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement, whether in existence as on the date of execution of these Presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser/s alone and the Developer/Owner shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Developer/Owner in relation to the sale of the said Unit to the Purchaser/s as and when demanded by the Developer/Owner. As on the date of execution of these presents, the primary tax payable in relation to the transaction by the Purchaser/s to the Developer/Owner is GST. GST and all other taxes, as may be applicable, are required to be paid together with each installment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government.
- 2.7. The Purchaser/s also confirm/s, agree/s and declares that the Consideration agreed to be paid by him/her/it/them to the Developer/Owner, is in respect of the said Unit hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on the said Property, the said Building, the Common Areas or any other portion of the said Property.
- 2.8. The Purchase Price shall be payable by the Purchaser/s in the Bank Account Number/s (“**the said Account**”) mentioned in the invoice or demand notice raised by the Developer/Owner. The sums deposited by the Purchaser/s in the said Account will be dealt by the Developer/Owner in the accordance with RERA read with the RERA Rules.
- 2.9. The balance portion of the Consideration (i.e. less the Purchase Price) shall be payable by the Purchaser/s in the Bank Account Number mentioned in the invoice or demand notice raised by the Developer/Owner.
- 2.10. The Consideration may stand increased 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 Developer/Owner undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Owner shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along

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with the demand letter being issued to the Purchaser/s.

2.11. It is hereby expressly agreed that the time for payment of each installment of the Purchase Price and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Developer/Owner shall, in respect of the Consideration including the Purchase Price and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien on the said Premises including the said Unit. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Unit under this Agreement in favour of the Purchaser/s, that only in the event the entire Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser/s hereof are paid by the Purchaser/s/ to the Developer/Owner and Purchaser/s has/have furnished to the Developer/Owner the requisite Form 16B for all amounts of TDS, shall the Purchaser/s have/ has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.

2.12.1 The Purchaser/s acknowledges that the Carpet Area in respect of the said Unit may undergo minor variation at the time of completion of construction of the said Unit. The Developer/Owner agree that the variation in the Carpet Area while handing over the said Unit to the Purchaser/s shall not be more than +/- 3% (three percent) ("**Threshold Limit**") of the carpet area of the said Unit agreed under this Agreement. The Purchaser/s hereby agree/s that any such change / revision in the Carpet Area of the said Unit up to +/- 3% (plus/minus three percent) is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The Parties agree that in case of variation above or below the Threshold Limit, the Purchase Price shall be appropriately adjusted in the last installment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Purchaser/s only to the extent of and upon receipt of such amounts from those authorities.

2.12.2 The Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinabove.

2.13 The Purchaser/s authorizes the Developer/Owner to adjust/appropriate all payments made by him/her under any head(s) of outstanding dues, if any, in his/her name as the Developer/Owner may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer/Owner to adjust his/her/their payments in any manner. Time shall be essence of the contract in respect of the aforesaid payments to be made by the Purchaser/s to the Developer/Owner.

2.14 The Purchase Price has been arrived at and has been mutually agreed by all the Parties herein and Purchaser/s shall not make any claim for damage or abatement in the agreed consideration on any account whatsoever, including the facts mentioned below -

2.14.1 The Purchaser/s not being allowed any parking facility in any other area of the Project, save and except the Car Parking Space (if any) allotted to him/ her/ it/ them; or

2.14.2 The Developer/Owner having reserved certain development potential in respect of the said Property; or

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

3. **FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE DEVELOPMENT OF THE SAID PROPERTY: -**

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- 3.1. The Purchaser/s hereby agrees, accepts and confirms that the Developer/Owner proposes to develop the said Property by utilization of the full development potential and the Purchaser/s has/have agreed to purchase the said Unit based on the unfettered and vested rights of the Developer/Owner in this regard;
- 3.2. The Purchaser/s acknowledge(s) that the Developer/Owner alone is entitled to utilize and deal with all the development potential of the said Property including the existing FSI and/or by any future or extra FSI including by purchase of such FSI from any authority by payment of premium or price, the change of law or policy, purchase of transferable development rights (“TDR”), availability and increase of FSI/TDR, floating FSI, fungible FSI or due to any reason whatsoever, including but not limited to any other regulations of the DCR and/or due to change in building laws, regulations, policy, notification, order/approvals from concerned competent authorities and any other Applicable Law and/or on account of handing over to the Government or the Municipality any portion of the said Property for road widening or an area set back or due to clubbing of any other scheme including the present scheme on the said Property or the amalgamation and/or sub-division of the said Property and/or any development scheme with any other property and shall be entitled to use any or all of such FSI and/or TDR for development of *inter-alia* the Project. The Developer/Owner has retained the absolute, exclusive and full right, authority and unfettered discretion to utilize, develop, sell, transfer, and / or assign at any time in future the balance of the development potential in relation to the said Property available under the present scheme for development and/or any or due to clubbing of any other scheme on the said Property or the amalgamation and/or sub-division of the said Property and/or any other development scheme with any other property.
- 3.3. The Developer/Owner may develop the lands adjacent to the said Property in accordance with Rule 4(4) of RERA and in the course of such development be entitled to club/amalgamate and/or sub-divide the development of *inter-alia* the said Property (or part thereof) with the adjacent lands, whether as a common integrated layout with *inter-alia* the said Property (or part thereof) or otherwise, in a phase wise manner in accordance with necessary approvals / sanctions from the concerned authorities. The total FSI and the said Property shall accordingly be increased. For this purpose, the Developer/Owner shall be entitled to/required to undertake the following as it may deem fit:-
  - 3.3.1. Amalgamate schemes of development, land parcels, lands, land composition and land mix whether as part of a single layout and/or sub-divided layout; or
  - 3.3.2. Float FSI/TDR from the said Property onto any of the adjacent lands and vice-versa and undertake consequent construction, development, sale, marketing and alienation; or
  - 3.3.3. Provide common access and entry and exit points to and from the said Property (or part thereof) and/or any of the adjacent lands, which may be used in common by the occupants of units/premises constructed on the said Property (or part thereof) and/or any of the adjacent lands.
- 3.4. The Developer/Owner has further represented and informed the Purchaser/s that the Developer/Owner may through any of its nominee/s or associate or group concern/s acquire additional land including those which are adjacent and/or contiguous to the said Property and such acquired additional land, if any, may also be clubbed/merged/amalgamated (at the option and discretion of Developer/Owner) with the said Property including under the present scheme for the purpose of developing lands under applicable laws including any regulation of the DCR.

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3.5. The Purchaser/s hereby consent/s to the above and the consent contemplated hereunder shall for all purposes be considered as the Purchaser/s consent/s under the provisions of Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the DCR;

4. **DELAY IN PAYMENT/S BY THE PURCHASER/S AND CONSEQUENCES THEREOF**

4.1. It is an essential and integral term and condition of this Agreement, that only upon the payment of the entire Consideration, having been paid on its due date/s without any default by the Purchaser/s to the Developer/Owner (and not otherwise) and the Purchaser not committing any breach of any of its obligation and/or this Agreement, will the Purchaser/s have or be entitled to claim any rights under this Agreement and/or in respect of the said Premises including the said Unit.

4.2. The Purchaser/s shall pay to the Developer/Owner the installments of the Purchase Price and all other amounts in terms of these presents within 15 days of intimation (“**Due Date**”) in writing, by the Developer/Owner that the installment and/or such other amount has become due on their respective due dates, time being the essence of the contract.

4.3. The Purchaser/s shall be liable to pay Interest to the Developer/Owner on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid and/or realized together with the Interest or are recovered by the Developer/Owner from the sale of the said Unit.

4.4. Without prejudice to the right of the Developer/Owner to receive Interest from the Purchaser/s, and any other rights and remedies available to the Developer/Owner, upon the Purchaser/s committing default in payment of the Consideration or any part thereof to the Developer/Owner under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), the Developer/Owner shall be entitled to at its sole discretion to terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided That the Developer/Owner shall have given a notice of 15 (fifteen) days in writing to the Purchaser/s (“**Default Notice**”), by Courier or notified E-mail or Registered Post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and on the expiry of the 15 (fifteen) days of the issuance of the Default Notice and at the sole discretion of the Developer/Owner, this Agreement shall be and/or stand terminated.

4.5. Upon such termination by the Developer/Owner the consequences hereunder shall follow:

4.5.1. The Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;

4.5.2. The Developer/Owner shall be entitled to sell, transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the said Premises including the said Unit to such other person or party as they may deem fit, at such consideration and on such terms and conditions as they may deem fit;

4.5.3. Upon realization of the entire sale consideration from the new Purchaser/s of the said Unit the Developer/Owner shall refund to the Purchaser/s ONLY the amount of Purchase Price paid by the Purchaser/s to them excluding the amount of taxes and other charges deducted and/or paid, as the case may be, in pursuance of this Agreement, after deducting there from -

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- 4.5.3.1. an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) or the Application / Booking amount, whichever is higher, which is to stand forfeited by the Developer/Owner, as and by way of agreed genuine pre-estimate of liquidated damages;
  - 4.5.3.2. taxes and outgoings, if any, payable by the Purchaser/s in respect of the said Unit and/or under this Agreement up to the date of termination of this Agreement;
  - 4.5.3.3. brokerage, if any paid by the Developer/Owner while booking the said Unit in the name of the Purchaser/s;
  - 4.5.3.4. the amount of interest payable by the Purchaser/s to the Developer/Owner in terms of this Agreement from the dates of default in payment till the date of recovery of the said amount from the sale of the said Unit;
  - 4.5.3.5. in the event of the said resale price being less than the Purchase Price mentioned herein, the difference between the Purchase Price and the resale price; and
  - 4.5.3.6. Any other costs directly incurred towards the booking of the said Premises including costs incurred towards any gifts and/or promotional offers given to and/or availed by the Purchaser/s.
- 4.6. Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Developer/Owner and/or the said Premises (including the said Unit and/or the Car Parking Spaces (if any)) and the Developer/Owner shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.
- 4.7. Once the said Unit is resold and the Developer/Owner realizes the entire resale consideration from such other Purchaser/s, the Developer/Owner shall refund to the Purchaser/s the amount mentioned in clause 4.5.3 mentioned hereinabove within thirty days from the date of realization of the entire resale consideration by the Developer/Owner. The Developer/Owner shall after deduction of all the aforesaid amounts, refund only the balance amount of the Purchase Price paid by the Purchaser/s to the Purchaser/s in the manner set out herein.
- 4.8. In case of termination as aforesaid, the Developer/Owner shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in respect of the said Unit and/or transaction contemplated herein.
- 4.9. The Developer/Owner shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s.
- 4.10. Without prejudice to the above and the Developer/Owner's other rights under this Agreement and/or in law, the Developer/Owner may at its sole option, by a specific writing executed by it to this effect, condone any delay in payment and accept from the Purchaser/s the payment of the defaulted installment/s of the Consideration with or without Interest on the defaulted installment/s for the period for which the payment has been delayed.

**5. PLANS DESIGNS AND SPECIFICATIONS**

- 5.1. The Developer/Owner shall construct the Project in accordance with the plans, designs

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and specifications as referred to hereinabove, and as approved by the concerned authority and as may be modified from time to time. The Parties agree that the Developer/Owner will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Unit to the Purchaser/s, obtain from the concerned local authority, the Occupation Certificate subject to the concerned authorities imposing standard terms and conditions on the Developer/Owner for obtaining such Occupation Certificate. The Purchaser/s consent/s to all acts of the Developer/Owner in relation to the aforesaid.

- 5.2. While complying with the obligations aforesaid, the Developer/Owner shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Unit to be sold to the Purchaser/s under this Agreement and/or the said Premises, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s which the Developer/Owner shall be entitled to carry out and the Purchaser/s hereby give/s his/her/its/their irrevocable consent to the Developer/Owner for the same.
- 5.3. The Developer/Owner shall be entitled to make any minor addition or alteration in the said Building, the said Premises including the said Unit, sanctioned plans, layout plans and specification and nature of fixtures, fittings, amenities and common areas as may be necessary due to architectural and/or structural reasons. The Developer/Owner shall to the extent practicable make such minor addition or alteration as may be required by the Purchaser/s. The Purchaser/s in their personal capacity as also in their capacity as members of the Society / Condominium / Company and/or any other association when formed will not object to carrying out such additional or alteration in the construction by the Developer/Owner on ground of nuisance or on any other ground.
- 5.4. The said Unit shall have the specifications and amenities set out in **Annexure 'J'** hereto. The Purchaser/s has/have satisfied himself/ herself/ itself/ themselves about the design of the said Unit and also about the said specifications and amenities to be provided therein.
- 5.5. The Purchaser/s has/have understood the entire Project and also the amenities and facilities proposed to be provided in relation thereto. The Purchaser/s does/do not believe that any unfair statement has been made to him/her/them/it or any of them and the Purchaser/s understand/s that the brochure, marketing material and show shops/flats are for representation purposes only and confirms that he/she/it has based his/her/its decision to purchase the said Unit and the rights in the said Premises on the basis of the disclosures made in this Agreement only.

**6. TITLE**

- 6.1. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Developer/Owner to the said Property and described in the First and Second Schedule hereunder written and the right of the Developer/Owner to develop the Project and to sell the units in the Project and the Purchaser/s shall not be entitled to further investigate the title of the Developer/Owner and raise any requisition or objections on any matter relating thereto.
- 6.2. The Purchaser/s agree/s and confirm having given their express consent to the Developer/Owner to raise loan against the security of or to create collateral security in respect of the unsold units in the said Building and/or the said Property and all the residuary right, title and interest in the said Unit to be constructed in the Project including the depositing of title deeds relating to the said Property with the said Bank/Financial Institutions, as security (including by way of a mortgage or charge or

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hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Developer/Owner, and to mortgage the same and or create any charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties. It is further expressly agreed by and between the Parties hereto that any such loan liability or facility granted to the Developer/Owner, in so far as the same pertains to or affects the said Unit directly, shall be discharged and cleared by the Developer/Owner at their own costs and expenses subject to the Purchaser/s complying with all its obligations under this Agreement in a timely manner.

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

**7. CAR PARKING SPACE**

- 7.1. The Car Parking Space, if any, has been agreed to be allotted by the Developer/Owner to the Purchaser/s on the express understanding that it will be used only in relation to the said Unit and not independent thereof.
- 7.2. The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society / Condominium / Company and/or any other association formed in respect of the Project. The car parking number in respect of the Car Parking Space, if any, shall be identified and intimated to the Purchaser/s at the time of handing over of possession of the said Unit to the Purchaser/s.

**8. DEVELOPMENT POTENTIAL OF THE ENTIRE PROJECT CONSTRUCTED ON THE LARGER PROPERTY**

- 8.1 The Purchaser/s hereby agree/s, accept/s and confirm/s that the Developer/Owner proposes to develop the Project including the said Property(including by utilization of the full development potential in relation thereto) and the Purchaser/s has/have agreed to purchase the said Unit based on the unfettered and vested rights of the Developer/Owner in this regard and the Purchaser/s hereby give/s their express and unequivocal consent to the same.
- 8.2 The Developer/Owner may also be entitled to load TDR on the said Property in terms of the DCR, as may be amended from time to time. The Purchaser/s agree/s and admit/s that all additional development potential that may become available in relation to the said Property whether by virtue of the provisions aforesaid or otherwise, will remain the sole and exclusive property of the Developer/Owner and maybe utilized at any time in

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the future, at the discretion of the Developer/Owner, by the Developer/Owner or by its nominee/assignee either by way of construction of new building or extension of any of the building/s/phase/s.

- 8.3 The Purchaser/s has/have hereby given his/her/their irrevocable consent for the consumption of the whole of the development potential for all additional constructions to be carried out in the said Building and for the revision of the layout and the building plans of the Project for this purpose. The Developer/Owner shall be absolutely entitled to sell/convey/transfer the units constructed out of such development potential to any intending Purchaser/s of its choice for consideration. If the concerned authorities or the local authority refuse to grant such compensatory FSI, then the Developer/Owner shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the Society / Condominium / Company and/or any other association .
- 8.4 The Purchaser/s or the common organization of all Purchaser/s will not have any share, right, title, interest or claim in the non-utilised development potential of the said Property and/or in any amalgamated and/or sub-divided layout. The Purchaser/s is/are aware that his/her/its/their right is restricted to the FSI utilized in construction of the said Building and the entire balance FSI/TDR vests with and belongs to the Developer/Owner with regard to the Project. The Developer/Owner shall be entitled to sell, dispose of or alienate TDR and/or Development Right Certificate (“DRC”) in respect of *inter-alia* the said Property or any part thereof to any person or persons of their choice. The price or purchase price received by selling, transferring or alienating such TDR and DRC shall always belong absolutely to the Developer/Owner. Neither the Purchaser/s nor the Association/s of Unit Holders will have any share, right, title, interest or claim therein and shall not take any objection for the same. Provided further that adequate clauses to reserve or protect this right of the Developer/Owner shall be made in the Conveyance or Lease/ Declaration under Section 2 of the Maharashtra Apartment Ownership Act, 1970 (“MAO Act”) in respect of the said Property which is to be executed in favour of the common organization that may be formed in respect of the said Building to be constructed on the said Property.
- 8.5 The Purchaser/s in his/her/its/their personal capacity as also in their capacity as members of the Society / Condominium / Company and/or any other association when formed and registered have hereby given their unequivocal and express consent to the utilization by the Developer/Owner and/or their nominee/s and assigns, of such additional FSI and any benefits arising there from as hereinabove contained;

**9. COMMON ACCESS AND COMMON DRIVEWAY**

- 9.1. For the access to the said Property from the existing DP Road, therein is an internal access road for all drive ways to the said Building and the said common driveway may be used as vehicular purpose by all occupants of the said Property.
- 9.2. The Purchaser/s agree/s that he/she/it/they shall from time to time and at all times hereafter, contribute to the maintenance of the main common access and the said common driveway.
- 9.3. The Developer/Owner has informed the Purchaser/s that there are several amenities which are proposed to be provided by the Developer/Owner on the said Property. The Purchaser/s will not insist upon access to amenities in the said Property other than the amenities expressly provided in this Agreement. The Purchaser/s is/are aware that Developer/Owner shall be entitled to and may club/amalgamate and/or sub-divide the development of *inter-alia* the said Property (or part thereof) with the adjacent lands, whether as a common integrated layout with *inter-alia* the said Property (or part thereof)

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or otherwise, in a phase-wise manner in accordance with necessary approvals / sanctions from the concerned authorities.

9.4. The Developer/Owner has informed the Purchaser/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and conveniences in the layout plan. The Developer/Owner has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s along with other Purchaser/s of units/premises in the Project and/or on the Project, and the Purchaser/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of units/premises on the Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Developer/Owner and the Purchaser/s agree/s to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the Purchaser/s of units/premises in the Project shall object to the Developer/Owner laying through or under or over the land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc. on any portion of the said Property for any of the other buildings/towers which are to be developed and constructed by the Developer/Owner.

#### 10. POSSESSION OF THE SAID UNIT AND FORCE MAJEURE EVENTS

10.1. Subject to timely receipt of all payments of all amounts herein including the entire Consideration from the Purchaser/s and the Purchaser/s not being in breach of any of the terms and conditions of this Agreement, the possession of the said Unit shall be handed-over by the Developer/Owner to the Purchaser/s on or before the Possession Date.

10.2. In the event that the Purchaser/s has/have requested the Developer/Owner to carry on certain additional works in the said Unit or any part thereof then and in that event the Developer/Owner may not be in a position to handover possession of the said Unit to the Purchaser/s on before the Possession Date and in such an event the Developer/Owner shall handover the possession of the said Unit to the Purchaser/s only after completion of such additional work and receipt of all approvals in relation thereto.

10.3. The Parties agree that the Possession Date shall stand revised in the circumstances specified in Clause 10.2 hereinabove.

10.4. Notwithstanding anything to contrary contained in this Agreement, the Developer/Owner shall without being liable to the Purchaser/s in any manner including payment of Interest, be entitled to reasonable extension of time for giving possession of the said Unit, if the completion of said Building in which the said Unit is situated is delayed on account of factors beyond its control including but not limited to:

10.4.1. non-availability of cement, steel, water supply or electric power and other building construction materials and/or strikes, civil commotion, war, national or international happenings, labour problems; or

10.4.2. Force Majeure conditions; or

10.4.3. any notice, order, rule or notification of the Government and/or of any other public or competent Authority or any change in any Government policy or of the Court whether affecting the Developer/Owner singly or the industry as a whole or on account of delay in issuance of the NOCs/ Licenses / Occupation Certificates/building Completion Certificates, etc., or delay in installation of services

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and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise beyond the control of the Developer/Owner; or

10.4.4. any orders, stays, injunction orders; decrees, interim or ad-interim reliefs from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, MOEF and other state or central authorities; or

10.4.5. any circumstance/s beyond the control of the Developer/Owner; or

10.4.6. any delay in grant of any permissions/ approvals by any of the authorities, any orders passed by courts affecting the development of the Project.

10.5. If the Developer/Owner is unable to or fails to handover possession of the said Unit to the Purchaser/s on the Possession Date or such date as may be mutually extended or may be extended due to discontinuance of its business as a Developer/Owner or on account of suspension or revocation of the registration under RERA then and in that event the Purchaser/s shall be entitled to either of the following:

10.5.1. request the Developer/Owner in writing at the address provided by the Developer/Owner, to pay Interest on the amounts paid by the Purchaser/s for every month of delay till the handing over of the possession of the said Unit to the Purchaser/s subject to the Purchaser/s having not committed any breach of any of the terms and obligations under this Agreement and executing the necessary extension letters/documents in respect thereof in the format that may be required by the Developer/Owner;

**OR**

10.5.2. terminate this Agreement by giving written notice to the Developer/Owner at the address provided by the Developer/Owner in which case upon receipt of notice by the Developer/Owner, this Agreement shall stand terminated and cancelled.

10.6. The Purchaser/s hereby acknowledge/s and agree/s that he shall choose one of the aforesaid remedies and not both and once the Purchaser/s opt/s for any of the above options they shall not be entitled to change the option.

10.7. Upon termination under Clause 10.5.2, the Developer/Owner shall refund the Purchase Price received by them from the Purchaser/s within a period of 30 (thirty) days from the date of resale by the Developer/Owner together with Interest payable thereon to be computed from the date the Developer/Owner received each installment of the Purchase Price till the date that the Purchase Price together with Interest thereon is repaid. In terms of Section 18 of RERA and upon payment of the same, the Purchaser/s shall not have any claim against the Developer/Owner in relation to the same. It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Purchaser/s under this Agreement including TDS and Service Tax, VAT, GST shall be refunded by the Developer/Owner to the Purchaser only after the refund of the same has been received by the Developer/Owner from the governmental authority and within 30 (thirty) days from the date of such receipt by the Developer/Owner from the government authority.

10.8. Upon termination of the Agreement as aforesaid, the Purchaser/s shall have no claim of any nature whatsoever on the Developer/Owner and/or in respect of the said Premises and the Developer/Owner shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

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10.9. The Purchaser/s agree/s that he/she/it/they shall accept the aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.

**11. PROCEDURE FOR TAKING POSSESSION**

11.1. The Purchaser/s shall make payment of the entire Consideration including the balance Consideration and Other Amounts and Deposits payable in terms of this Agreement within 15 (fifteen) days from the Developer/Owner intimating in writing to the Purchaser/s that the said Unit is ready for use and occupation and possession (“**IOP/Intimation of Possession**”) with occupation certificate.

11.2. The Purchaser/s shall take the possession of the said Unit by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer/Owner in relation to the use and occupation of the said Premises including the said Unit, the Internal Amenities.

11.3. Upon the Purchaser/s taking possession of the said Unit, he/she/they/it shall have no claim against the Developer/Owner in respect of any item of work in the said Unit, except to the extent provided herein.

**12. FAILURE OF PURCHASER/S TO TAKE POSSESSION OF THE SAID UNIT:**

12.1. The Purchaser/s shall take possession of the said Unit within 15 (fifteen) days from the date of the issuance of the IOP/Intimation of Possession from the Developer/Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case the Purchaser/s fails to take possession within 15 (fifteen) days of the Intimation of Possession such Purchaser/s shall be liable to pay maintenance charges as applicable in respect of the said Premises.

12.2. Within 15 (fifteen) days from the date of issuance of the IOP, the Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Shop(s)/Flat, of all the outgoings in respect of the Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security Guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Until the Society is formed and the Society Conveyance / Lease / Sublease / Assignment is duly executed and registered, the Purchaser/s shall pay to the Developer/Owner such proportionate share of outgoings as may be determined by the Developer/Owner at its sole discretion. The Purchaser/s further agree/s that till the Purchaser/s share is so determined by the Developer/Owner at its sole discretion, the Purchaser/s shall pay to the Developer/Owner charges and outgoings mentioned in **Annexure ‘A’**. The amounts so paid by the Purchaser/s to the Developer/Owner shall not carry any interest and shall remain with the Developer/Owner until the Society Conveyance/Lease/ Sublease/ Assignment is duly executed and registered. On execution of the Society Conveyance/Lease/ Sublease/ Assignment, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Developer/Owner to the Society/ to the Limited Company as the case maybe.

**13. DEFECT LIABILITY**

13.1. The Developer/Owner has undertaken due care in the development of the said Premises and has in good faith provided products and services generally of good quality and as per the standards provided by the vendors and suppliers of those

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products and services.

- 13.2. It is agreed between the Developer/Owner and the Purchaser/s that the Developer/Owner has not given to the Purchaser/s any warranty or assurance in relation to the workmanship, quality or provision of services in relation to the said Unit or any part thereof and/or the products therein and the Purchaser/s agree/s not to hold the Developer/Owner responsible in relation to any agreed standard in relation to the same.
- 13.3. In any event, be as at it may, the Developer/Owner agrees to hand over to the Purchaser/s and/or the Society and/or the Apex Body, as the case may be, the warranties, if any, provided by the third party in relation to such services and/or products, that may be valid and subsisting on the date of handover to the Purchaser/s/Society/Apex Body, subject to clause herein below.
- 13.4. The Purchaser/s agree/s that it shall not during a period of 5 (five) years from the date of being offered possession of the said Unit carry out alterations of whatsoever nature in the said Unit or in the fittings therein, in particular, it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring, walls) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out, then the Developer/Owner shall not be responsible for any alleged defects in relation to the said Unit or the said Building or any units in the said Building.
- 13.5. It is clarified that the liability of the Developer/Owner to remedy defects shall not extend to:
- 13.5.1. any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other purchaser/s in the Project (including the family members, servants, occupants, licensees of such purchaser/s) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the Project;
- 13.5.2. any such defects if the same have been caused by reason of any additions and alternations in any of the other units, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen/unit done by the Purchaser/s and/or any other Purchaser/s in the Project (including the family members, servants, occupants, licensees of such Purchaser/s);
- 13.5.3. any such other defect caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the said Unit or the fixtures or fittings provided therein.
- 13.6. Subject to the aforesaid, if within a period of 5 (five) years from the date of offering possession of the said Unit to the Purchaser/s, any structural defect in the said Unit or in the material used therein (excluding normal wear and tear) is brought to the notice of the Developer/Owner by Purchaser/s, wherever possible, the Developer/Owner agrees that it shall rectify such defect at its own cost and expense. In the event it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer/Owner, reasonable compensation of rectifying such defects as may be determined by the architect of the Developer/Owner.

14. **RIGHTS OF THE DEVELOPER/OWNER**

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- 14.1. The Developer/Owner has informed the Purchaser/s and the Purchaser/s has/have given his/her/its/their express and unequivocal consent to the following as mentioned herein below;
- 14.1.1. The Developer/Owner, if it so deem fit, shall be entitled to transfer, assign or convey the undeveloped portion of the said Property, to any nominee or third party on such terms and conditions and consideration as may be agreed between them and the Purchaser/s unanimously accept/s and agree/s to the same.
- 14.1.2. The Developer/Owner (or the nominee/ third party) shall be entitled to construct the undeveloped portion of the said Property and/or further additional buildings by consuming and utilization the development potential available in respect thereof.
- 14.1.3. The Developer/Owner (or the nominee/ third party) shall be entitled to transfer and create third party rights (in any manner as they may deem fit) in respect of the units of the structure proposed to be constructed on the undeveloped portion of the said Property and receive consideration in respect thereof.
- 14.1.4. The Developer/Owner shall be entitled to mortgage the unsold units in the said Building along with all rights incidental thereto including the car parking spaces and proportionate share in the Common Areas in the said Property and shall not be required to release the charge thereon even after it has completed the construction of the said Building and handed over the same to the Society to be formed in respect thereof;
- 14.1.5. The Purchaser/s hereby agree/s to give all facilities and co-operation as the Developer/Owner may require from time to time, both prior to and after taking possession of the said Unit, so as to enable the Developer/Owner to complete the development of the Project by utilization of the development potential that may become available in respect of the said Property from time to time in the manner determined by the Developer/Owner;
- 14.1.6. The Developer/Owner has reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the latest plans and to the approved layout of the said Property including the Project, at any time, in the future as it may be deemed necessary and also to amend/alter/ modify the numbers, size, layout and specifications of any of the units in said Building which may include but shall not be limited to demolishing any existing structure/s situate anywhere on the said Property, constructing a new building in place of the demolished structure/s, relocating either partly or fully the RGs area/s to any other part of the said Property etc. and to make such changes in the latest plans being the building plans of the said Building and/or to construct additional buildings/ wings, to the maximum extent permissible under law PROVIDED HOWEVER THAT such change shall not, in any manner whatsoever, affect the area and the location of the said Unit agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give/his/her/its/their express and unequivocal consent to the same.
- 14.1.7. The Developer/Owner will, at all times, be entitled to install its logos and/or name boards and/or put-up advertisements boards/ hoarding etc., of themselves and/or their Group Companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as “**the Displays**”) in one or more places on the said Building therein including, on open spaces/s, the terraces of the said Building and the compound walls/ entrance gate/ and/or any parts of the building and/or buildings constructed/to be constructed, if they so desire. The Developer/Owner

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and/or any of their Group Companies, will not be liable to make any payment of any nature to the Purchaser/s and/or the Society and/or any common organization of such purchaser/s.

14.1.8. The Developer/Owner has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer/Owner has retained to itself the exclusive right to use any portions of the said Building for erecting and installing Displays and cellular telecommunication relay stations and other communications relaying stations and to erect and install antenna, boosters and other equipment's (hereinafter referred to as "**the Communication Equipment**") for facilitating relay of cellular communication and satellite communications and providing other communications and relays by any and all means and devices; and the Developer/Owner shall be entitled to make available the benefit of such Communication Equipment's to the purchaser/s of the units in the said Building and for the purpose aforesaid, the Developer/Owner shall be entitled to enter into appropriate agreements with the persons to whom such benefit shall be made available.

14.1.9. In case, the Displays and / or the Communication Equipment are erected and installed on the terrace or other portions of said Building, the Developer/Owner shall pay to the Society/ Condominium/ Company or any , an aggregate fixed fee of Rs.2500/- (Rupees Two Thousand Five Hundred only) per annum, commencing from the date of the completion of the erection / installation of the said Display and / or the Communication Equipment on the terrace or other portions of said Building. The Society/ Condominium/ Company and/or any other association when formed and registered shall not be entitled to claim from the Developer/Owner, any other amount in respect of the same or otherwise nor will they be entitled to object to the same.

14.1.10. The Developer/Owner hereby reserves its right to give for the purpose of Display and/ or the Communication Equipment on any open spaces in the said Property including on the terrace and compound walls for the said purpose on such terms and conditions as the Developer/Owner may desire. The said right shall continue to subsist even after the execution of Conveyance or assignment of the said Property and the said Building in favour of the Society / Condominium / Company and/or any other association when formed and registered. The Developer/Owner shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the unit purchasers or the society or common organization to be formed of the unit purchasers shall not raise any objection thereto;

14.1.11. The Purchaser/s and the occupants of the various units in the said Building and the Purchaser/s and/or the Society / Condominium / Company and/or any other association of the said Building shall not change or remove the Displays and/or the Communication Equipment/s so installed under any circumstances and shall give to the Developer/Owner and their assignees of the said rights, all necessary co-operation for enabling him/her/them/it to install, maintain repair, change and operate the Displays and/or the Communication Equipment/s, as the case may be, and exploit the said rights including by use of the common / limited common areas and facilities of the said Building for ingress and egress to and from the area in which such Displays and/or the Communication Equipment/s are installed and shall ensure that no damage is done to the Displays and/or the Communication Equipment/s and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consents to the same.

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14.1.12. The Developer/Owner shall be entitled to exploit the said right at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the Displays, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, the Power/Utility Provider, any other authority, the State Government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the Displays and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MCGM, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.

14.1.13. The Developer/Owner shall be entitled, at any time, to transfer and/or assign development rights and/or grant sub-development rights, mortgage and/or create third party rights or otherwise deal with or dispose of their right, title or interest in respect of the remaining portion of the said Property, the Maximum FSI Potential that may be available in respect of the said Property from time to time or any part/s thereof (either as per the present layout or any amended layout), as the case may be, to any third party, for such consideration and on such terms and conditions as they may in its absolute discretion deem fit. The Purchaser/s shall not interfere with the said rights of the Developer/Owner. All such additional construction shall be the property of the Developer/Owner till transferred by them to the Society or common organization. The Purchaser/s shall not interfere with the rights of the Developer/Owner by raising any disputes in respect of the same. The Developer/Owner shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of its scheme for development of the said Property;

14.1.14. The Developer/Owner shall be entitled to modify, shift, develop and deal with the common access including the common main access/internal roads, gutters, recreational areas, gardens in the manner as they may deem fit;

14.1.15. It is hereby agreed by and between the parties hereto that after formation of the Society or any other Common Organization of the unit Purchaser/s of the said Building:

14.1.15.1. All the unsold units and incidental car-parking spaces in the said Building shall belong to and vest absolutely in the Developer/Owner;

14.1.15.2. The Developer/Owner shall join as Developer/Owner/Member in respect of such unsold units;

14.1.15.3. The Developer/Owner shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the Association/s of Unit Holders that may be formed of all the unit Purchaser/s of the said Building Provided further that upon such unit

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being sold, the Association/s of Unit Holders shall unconditionally admit the unit Purchaser/s as members of the same without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Association/s of Unit Holders or any fund maintained by the Society/Association of the said Building;

14.1.15.4. In the event the Developer/Owner lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold units in the said Building, it shall not be liable to pay to the Association/s of Unit Holders any amounts/charges by whatever name called including non-occupancy charges as the units are the unsold inventory of the Developer/Owner;

14.1.15.5. The Developer/Owner and/or its lessees/licensees/tenants and/or its nominees shall be entitled to use the Internal Amenities and/or other common amenities and facilities along with the other unit Purchaser/s of the said Building;

14.1.15.6. It is further agreed that the Developer/Owner shall be liable to bear and pay only the municipal taxes at actuals in respect of such unsold shops/premises.

14.1.16. The aforesaid Clause is of the essence and shall run with the land and the Society / Condominium / Company and/or any other association of the said Building expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the units Purchaser/s; and (b) the inclusion of such clause in the Indenture of Conveyance/Lease/Declaration under section 2 of MAO Act, signed by the Developer/Owner in favour of the Society / Condominium / Company and/or any other association.

14.1.17. The Developer/Owner shall enter into separate agreements with the Purchaser/s of different shops in the said Building for sale on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the shop from the original Purchaser/s also.

14.1.18. The Developer/Owner has reserved to itself (and its nominees and assigns) the unfettered and uninterrupted right of way and means of access, over and along all the Main Common Access/internal/access roads/pathways/and the ramps in the Project Property, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles, laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) necessary for the full and proper use, enjoyment and development of the said Property and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding the building on the said Property;

14.1.19. The Purchaser/s agree/s that the Developer/Owner shall be entitled to receive back the refund of Intimation of Approval deposits and other deposits paid by them to MCGM and other authorities. In the event of such deposits being refunded to the Society / Condominium / Company and/or any other association, the Society / Condominium / Company and/or any other association shall be bound to pay over the same to the Developer/Owner.

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**15. FORMATION OF THE SOCIETY:**

- 15.1. Upon the development of the Project being completed; the Occupation Certificate in respect of the said Building is received and possession has been handed over by the Developer/Owner to the purchaser/s of the units in the said Building; and the entire consideration being received by the Developer/Owner from all the purchaser/s of the units in the said Building, the Developer/Owner shall submit an application to the competent authorities to form one or more co-operative society, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and/or one or more Condominium under the MAO Act and/or one or more Company under the provisions of the Companies Act, 2013 of the said Building to comprise solely of the Purchaser/s and other purchasers of the units in the Project and the Rules made there under, read with RERA and the RERA Rules including any Apex Body (“**Association/s of Unit Holders**”) subject to necessary co-operation of the other purchaser/s.
- 15.2. The Purchaser/s undertake/s to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Association/s of Unit Holders and for becoming a member, including the bye-laws of the proposed Association/s of Unit Holders and duly fill in, sign and return to the Developer/Owner within 7 (seven) days of the same being forwarded by the Developer/Owner to the Purchaser/s, so as to enable the Developer/Owner to register the Association/s of Unit Holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 15.3. The name of the Association/s of Unit Holders shall be solely decided by the Developer/Owner. The Developer/Owner shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the said Building shall not be changed by the Association/s of Unit Holders without written consent of the Developer/Owner.
- 15.4. The Association/s of Unit Holders shall admit the purchaser/s of units in the said Building as members, in accordance with its bye-laws and/or any other constitution document.
- 15.5. The Developer/Owner shall be entitled, but not obliged to, join as a member of the Association/s of Unit Holders in respect of unsold units in the Project, if any.
- 15.6. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Association/s of Unit Holders, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developer/Owner for preparing, drafting and approving all such documents, shall be borne and paid by the respective Association/s of Unit Holders and their respective members/intended members including the Purchaser/s, as the case may be, and the Developer/Owner shall not be liable towards the same.

**16. CONVEYANCE/LEASE/SUB-LEASE/ASSIGNMENT TO THE SOCIETY**

- 16.1. Upon the formation and registration of the Association/s of Unit Holders, the Developer/Owner shall execute and/or cause to be executed, a Deed of Conveyance/Lease/Sub-Lease/ Assignment in respect of the said Project(subject to the right of the Developer/Owner to (i) dispose off the remaining unsold units in the said Building, and (ii) consume and utilize the entire balance development potential in respect

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of the said Property and (iii) rights reserved by the Developer/Owner herein) in favour of the Association/s of Unit Holders including the Apex Body, if any, formed in the said Building. However, in the event where such Association/s of Unit Holders is a condominium, the said Project will be submitted by the Developer/Owner to the provisions of the MAO Act by executing a Declaration in terms of Section 2 of the MAO Act and the applicable rules.

- 16.2. The documents of transfer to be executed in respect of said Building as herein stated, shall contain *inter alia* adequate provisions to ensure that the rights expressly reserved to the Developer/Owner in respect of the said Property, remaining development potential available in respect of the said Property or any portion/s thereof as stated herein, are safeguarded and assured unto the Developer/Owner absolutely and forever and that the (undivided) portion of the said Property, Common Access and/or the internal access roads and/or other undivided areas, as are/may be allotted/ reserved by the Developer/Owner for the benefit of the Purchaser/s of premises or the holders of the rights and interest in respect of any building on the said Property are assured unto and are forever available to such persons, subject however to the right of the Developer/Owner / holders of other premises in the said Property (Association formed by them) to have access (if necessary) to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services;
- 16.3. The Association/s of Unit Holders shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the MCGM.
- 16.4. All documents necessary for the formation and registration of the Association/s of Unit Holders as stated herein above, shall be prepared by Advocates & Solicitors of the Developer/Owner. At the time of the execution of a Deed of Conveyance/Lease/Sub-Lease/Assignment and/or Declaration under the provisions of the MAO Act, as stated above, the Purchaser/s shall pay to the Developer/Owner the Purchaser/s' share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Conveyance/ Lease/Sub-Lease/Assignment/Declaration or any other document or instruments of transfer to be executed in favour of the Association/s of Unit Holders or filing of the declaration for formation of the condominium in the same proportion to the built up area of the respective unit which bears to the total built up area of all the units in the said Building.
- 16.5. The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developer/Owner and of the Purchaser/s of the other units in the said Building.
- 16.6. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever, into or over any portion of the said Property or the said Building or any part thereof, including the said Unit, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the said Unit shall take place in favour of the Purchaser/s on the formation of the Association/s of Unit Holder/s. The Purchaser/s shall not be entitled to transfer or assign the benefit of this Agreement to any third party without written consent of the Developer/Owner, until the entire Consideration and all other dues payable by the Purchaser/s to the Developer/Owner under this Agreement are fully paid and possession of the said Unit has been duly handed over by the Developer/Owner to the Purchaser/s.

**17. OTHER CHARGES**

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- 17.1. In addition to the Purchase Price payable in respect of the said Unit, the Purchaser/s shall be liable to pay to the Developer/Owner the statutory charges and other amounts and deposits being the Other Charges as setout in **Annexure 'A'** annexed hereto.
- 17.2. The Purchaser/s shall be bound and liable to pay to the Developer/Owner, Other Charges together with GST thereon as listed out in **Annexure 'A'** annexed hereto.
- 17.3. The Developer/Owner shall hold the Corpus Amount which Corpus Amount shall be handed over without interest to the Association/s of Unit Holders in respect of the said Building simultaneously with execution of the Deed of Conveyance/Lease/Sub-Lease/Assignment/ Declaration under Section 2 of MAO Act, in respect of the said Building. The Association/s of Unit Holders shall then invest the Corpus Amount and the income received there from shall be utilized to subsidize the Outgoings of the said Building.
- 17.4. The Purchaser/s shall be liable to bear and pay GST and all other applicable taxes, levies, cess, surcharge, etc. that may be introduced by the Central Government, State Government and local, municipal and judicial and quasi judicial bodies and authorities on the Other Charges.
- 17.5. The Purchaser/s along with the other unit Purchaser/s of said Building shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance of the said Building and the Internal Amenities (“**the Outgoings**”).
- 17.6. Until the Society/ Condominium/ Company is formed, the Purchaser/s shall pay to the Developer/Owner his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Developer/Owner.
- 17.7. The Purchaser/s further agree/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developer/Owner, contribution as may be decided by the Developer/Owner from time to time towards the Outgoings without any delay or demur.
- 17.8. The Developer/Owner shall be entitled to utilize the Maintenance Advance towards payment of the Outgoings in respect of the said Premises;
- 17.9. The Purchaser/s undertake/s to pay such contribution and such proportionate share of Outgoings regularly in advance, and within 7 (seven) days of the demand/invoice raised by the Developer/Owner in this regard and shall not withhold the same for any reason whatsoever or claim any set-off or lien in relation thereto.
- 17.10. The amounts so paid by the Purchaser/s to the Developer/Owner shall not carry any interest and shall remain with the Developer/Owner until the balance, if any, remaining unutilized is refunded in terms of this Agreement.
- 17.11. Notwithstanding the aforesaid, in the event of any such default or delay, the Purchaser/s shall be liable to pay Interest to the Developer/Owner or the Developer/Owner shall have the option for adjusting such arrears against amount from the Maintenance Advance lying with the Developer/Owner as mentioned in **Annexure 'A'** annexed hereto and the Purchaser/s shall reimburse the same to the Developer/Owner along with Interest.
- 17.12. On execution of the Deed of Conveyance/Lease/Sub-Lease/Assignment/Declaration under Section 2 of MAO Act, the Other Charges less any deductions as provided for in this Agreement (including but not limited to deduction of amounts remaining unpaid to the Developer/Owner and the amounts already paid to third parties), shall be paid over by the Developer/Owner to the Association/s of Unit Holders.

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17.13. The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection or any other utility or service for said Building or for any other purpose in respect of said Building or any other tax of a similar nature is paid to the MCGM or to the State/ Central Government or becoming payable by the Developer/Owner, the same shall be reimbursed by the Purchaser/s to the Developer/Owner proportionately. The Purchaser/s agree/s to pay to the Developer/Owner such proportionate share of the Purchaser/s' within 7 (seven) days of demand in that regard being made by them. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of any form of levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Purchase Price does not deem to include the same.

**18. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/OWNER:**

The Developer/Owner hereby represents and warrants to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Registration Certificate.

- 18.1. Save and except the mortgage, the Developer/Owner has a clear and marketable title to the said Property and have the requisite rights to carry out development upon the said Property.
- 18.2. The Developer/Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- 18.3. There are no encumbrances upon the Project except those disclosed in the Maha RERA Website.
- 18.4. There are no litigations pending before any Court of law with respect to the Project except those disclosed in the MahaRERA Website.
- 18.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Developer/Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.
- 18.6. The Developer/Owner has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 18.7. The Developer/Owner has not entered into any agreement for sale and/or any other development agreement or any other agreement / arrangement with any person or party with respect to the said Property and/or the said Premises, which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- 18.8. The Developer/Owner confirms that the Developer/Owner is not restricted in any

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manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;

- 18.9. The Developer/Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the said Building in the manner mentioned hereinabove is conveyed in favour of the Association/s of said Building/Apex Body and thereupon shall be proportionately borne by the Association/s of said Building;
- 18.10. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Developer/Owner in respect of the said Property except those disclosed to the Purchaser/s.

19. **COVENANTS AND WARRANTIES OF THE PURCHASER/S**

- 19.1. The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosoever hands the said Unit may come, doth hereby covenant/s with the Developer/Owner as follows:

19.1.1. The said Building shall be known as “Nebula”;

19.1.2. **TO MAINTAIN** the said Unit at Purchaser/s costs in good tenantable repair and condition from the date the possession of the said Unit is taken/ the said Unit is notified by the Developer/Owner as being ready for use and occupation and shall not do or suffer to be done anything in or to the building in which the said Unit is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to said Building in which the said Unit is situated and the said Unit or any part thereof;

19.1.3. **THAT THE ALLOTMENT** of the said Car Parking Space/s (if any) shall be subject to the superintendence and ratification of the Association/sof Unit Holders in the said Building;

19.1.4. **NOT TO USE** any of the residential units in the said Building for any purpose other than for residential purposes and shall use the said car parking spaces (if any) for parking his/ their own vehicles only. The Purchaser/s shall not use the said residential units for any commercial purposes and/or for conducting social club, recruitment agency or any other purposes. The Purchaser/s shall park her/his/its/their vehicle only at the designated place and not elsewhere;

19.1.5. **NOT TO STORE** in the said Unit or any other part of said Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, lifts, common passages or any other structure of said Building, including entrances of said Building and in case of any damage is caused to said Building or the said Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;

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- 19.1.6. **TO MAINTAIN** from the date the said Unit is notified by the Developer/Owner as being ready for use and occupation, at his/her/its/their own cost/s, the said Unit and to carry out all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which they were delivered by the Developer/Owner to the Purchaser/s and shall not do or suffer to be done anything in or to said Building in which the said Unit is situated or the said Unit which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Developer/Owner local authority and/or other public authority;
- 19.1.7. **NOT TO DEMOLISH** or cause to be demolished the said Unit or any part thereof, not at any time make or cause to be made any addition or alteration in the said Unit /elevation and outside colour scheme of said Building and to keep the partitions, sewers, drains and pipes in the said Unit and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of said Building and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the said Unit without the prior written permission of the Developer/Owner. In case on account of any alterations being carried out by the Purchaser/s in the said Unit if any damage to the adjoining unit or to the unit situated below or above the said Unit (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/ penalty ordered to be paid under the Applicable Laws by the Developer/Owner and indemnify and keep the Developer/Owner indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Developer/Owner on account of any complaint or claims being made by the such adjoining unit owner or the Purchaser/s of the units above or below the said Unit ;
- 19.1.8. **NOT TO** do or permit to be done any act or thing which may render void or voidable any insurance obtained by the Developer/Owner or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Developer/Owner and Developer/Owner to insure said Building or units agreed to be sold to the Purchaser/s/;
- 19.1.9. **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Society, Government, MCGM and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations;
- 19.1.10. **NOT TO THROW** dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of said Building and/or the said Property. To segregate or separate the dry garbage/trash and wet garbage/trash as per the rules and regulations of the MCGM;
- 19.1.11. **NOT TO SPIT** paan, gutkha, etc. on any part of the said Buildings or on the said Property and to keep the said Buildings or on the said Property in a clean and hygienic condition;
- 19.1.12. **NOT TO** enclose the elevation features or chajjas, if any and make them a part of shop. The Purchaser/s/ has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the MCGM as an elevation feature free

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of FSI and cannot be converted as a habitable area of the said Shop. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;

19.1.13. **TO MAINTAIN** the profile/ layout/facade of the said Unit and / or the loft, if any therein, in the same form as constructed by the Developer/Owner and not to make any changes, additions, alterations, etc. in any manner whatsoever, without the prior written consent of the Developer/Owner;

19.1.14. **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Developer/Owner and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the decks (if any) in the said Shop;

19.1.15. **PAY TO** the Developer/Owner within 7 (seven) days of demand by the Developer/Owner his/her/itself share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to said Building;

19.1.16. **TO BEAR** and pay from the date of the Developer/Owner offering possession of the said Unit, his/her/its/their proportionate share that may be determined by the Developer/Owner from time to time, of Outgoings. Such payment shall be made by the Purchaser/s, from time to time, and, as and when raised by the Developer/Owner;

19.1.17. **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit factor of this Agreement or the said Unit or part with the possession of the said Unit or any part thereof until all the dues payable by the Purchaser/s to the Developer/Owner under this Agreement are fully paid up and possession of the said Unit has been duly handed over by the Developer/Owner to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Developer/Owner for the purpose. Such transfer shall be only in favour of the transferee as may be approved by the Developer/Owner. In the event of any contravention of what is stated hereinabove in this sub-clause the Developer/Owner shall be entitled (but not bound) at its option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Unit as a trespasser and to deal with him accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach;

19.1.18. **TO OBSERVE AND PERFORM** all the rules and regulations which the Association/s of Unit Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Developer/Owner hereunder including in respect of the said Building and maintenance of said Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association/s of Unit Holders regarding the occupation and use of the said Unit in said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

19.1.19. **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the said Unit / said Building/ said Property forthwith on being

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called upon to do so by the Developer/Owner / Association/s of Unit Holders and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer/Owner/Association/s of Unit Holders at the costs and consequences of the concerned Purchaser/s;

19.1.20. **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Developer/Owner/ Association/s of Unit Holders from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to the said building or units on the said Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer/Owner(such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking **any** rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Developer/Owner and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon said Building/ said Unit or any part thereof to view and examine the state and condition thereof;

19.1.21. **TO OBSERVE AND PERFORM** all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the Developer/Owner the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Developer/Owner calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations the Purchaser/s shall be liable to pay to the Developer/Owner such compensation as may be reasonably determined by the Developer/Owner in the event of non-compliance by the Purchaser/s with the said notice the Developer/Owner shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law;

19.1.22. **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to said Building or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Developer/Owner and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Property or pertaining (in common) to said Building and to any other portion/s of the said Property or which may in any manner cause any damage or injury to the rights/interest of the Developer/Owner and/or the persons who have purchased/hold units, using parking spaces and other premises and spaces in said Building;

19.1.23. **NOT TO PUT UP** or install box grills outside the windows of the said Unit or in any other manner do any other act which would in the opinion of the Developer/Owner or the Association/s of Unit Holders, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of said Building;

19.1.24. **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Developer/Owner.

19.1.25. The Purchaser/s is/are aware that in the event that he/she/it obtains a loan from any bank or financial institution for payment of the consideration/Purchase Price

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(or part thereof) in respect of the said Unit, the Purchaser/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Purchaser/s and will be treated as a breach of the terms of the understanding herein contained. In any event, Developer/Owner and/or the financial institution/bank, being the lender to the Developer/Owner shall always have the first lien on the said Premises in respect of any amount payable by the Purchaser/s to the Developer/Owner.

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

19.1.27. The Purchaser/s shall allow the Developer/Owner and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Unit or any part thereof for the purpose of repairing any part of said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for said Building and also for the purpose of cutting off the supply of water and other services to the units of any other premises, in said Building, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.

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

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require for safeguarding the interests of the Purchaser/s of the unit(s) of the said Building.

**20. INSURANCE BY THE DEVELOPER/OWNER**

The Developer/Owner is required under the Act to have the Real Estate Project insured by an insurance company. The Purchaser/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with all the requirements of the said Act and the rules made there under. The Developer/Owner shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Developer/Owner will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

**21. NOT A GRANT**

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 the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer/Owner as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

**22. PURCHASER/S ALSO AN INVESTOR**

The Purchaser/s is/are also Investor/s (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Maharashtra Stamp Act, 1958 and the subsequent Purchaser/s under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

**23. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer/Owner does not create a binding obligation on the part of the Developer/Owner or the Purchaser/s until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Plan at **Annexure 'A'**, within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Developer/Owner. If the Purchaser/s fail/s to execute and deliver to the Developer/Owner this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Owner, then the Developer/Owner shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**24. ENTIRE AGREEMENT**

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

**25. RIGHT TO AMEND**

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

**26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SSUBSEQUENTPURCHASER/S**

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

**27. SEVERABILITY**

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

27.2 The provisions of this Agreement are not intended to override matters which require determination by the Authority or any other authority under any law including RERA. Any provision of this Agreement touching upon matters required to be determined by any such authority will only act as a representation to such authority of the intention of the Parties in relation to such matter which may be considered by the authority while making such determination.

27.3 If in spite of the aforesaid care and caution exercised by the Parties, any provision of this agreement is held as being invalid illegal or unenforceable then and in that event the invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

**28. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/Flats/Apartments/Units/areas/spaces in the Real Estate Project.

**29. FURTHER ASSURANCES:**

<b>M/S. RUBBERWALA REALTY</b>	<b>&amp;_</b>

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.

30. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Developer/Owner through its authorized signatory at the Developer/Owner's office, or at some other place, which may be mutually agreed between the Developer/Owner and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/s and the Developer/Owner or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

31. **REGISTRATION**

The Purchaser/s and/or Developer/Owner shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer/Owner, through its authorized representatives, will attend such office and admit execution thereof.

32. **NOTICES**

All notices to be served on the Purchaser/s and the Developer/Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer/Owner by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in **Annexure 'A'**.

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

33. **JOINT PURCHASER/S**

In case there are Joint Purchaser/s all communications shall be sent by the Developer/Owner to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

34. **WAIVER**

The delay or indulgence on the part of the Developer/Owner in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser/s nor shall the same in any manner prejudice any of the Developer/Owner's rights hereunder or otherwise under law.

35. **STAMP DUTY AND REGISTRATION CHARGES**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Developer/Owner alone.

36. **DISPUTE RESOLUTION**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably,

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such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, there under.

37. **GOVERNING LAW**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Competent Jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

38. This Agreement is executed in duplicate. It is agreed that both the copies of Agreement are original, one of which is retained by the Purchaser/s and another by the Developer/Owner. Each page is signed or initialed by both the Parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

*(Description of the said First Property)*

All that piece and parcel of land bearing Old Survey No. 9056, New Survey No. 5162 and Cadastral Survey No. 2937 of Bhuleshwar Division and admeasuring 1075.26 square meters situate lying and being at Falkland Road, in "C" Ward in the Registration Sub-District of Bombay.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

*(Description of the said Second Property)*

All that piece and parcel of land bearing Old Survey no. 532-533, New Survey No. 5278 and Cadastral Survey No.2957 of Bhuleshwar Division and admeasuring 139.63 square metres situate lying and being at 2<sup>nd</sup> Carpenter Street, in "C" Ward in the Registration Sub-District of Mumbai City and bounded as follows:

On or towards the East: by the property of Balkrishna Banoo;  
On or towards the West: by the property of Shalingram Jaggenattye;  
On or towards the North: by the sweepers passage and beyond that by the property of Goolam Mohomed Shabhoddia  
On or towards the South: by 2<sup>nd</sup> Carpenter Street

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Part A**

*(List of Common Areas and Amenities for flats)*

The nature, extent and description of the "Common areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under:

- (a) Common Areas and Facilities:
- (i) Entrance lobby and foyer of the Building to the Purchasers of Flats.
  - (ii) Compound of the Building, i.e., the open space area (out of the said land described in the First and Second Schedule hereunder written) appurtenant to the built-up area of the building; but excluding the car parking space in the compound irrevocably reserved and allotted/ to be allotted to the respective Flat Holder.
  - (iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Holders.
  - (iv) Stair cases only as a means of ingress and egress to the respective flats.
- (b) Limited Common Area and Facilities:

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- (i) Staircase landing and passage on each floor shall be for common user of only Flat Holders on the particular floor.

**Part B**

*(List of Common Areas and amenities for the exclusive use of the Purchaser/s for flats)*

1. Marble/ Vitrified tiles flooring in entire flat.
2. Kitchen will have a granite platform with stainless steel sink.
3. Designer bathrooms with counter top wash basin and ceramic dado up to full height.
4. Superior quality sanitary fixtures and concealed plumbing.
5. Heavys Guage aluminium sliding windows.
6. Good quality electrical fittings concealed copper wiring with adequate light and power points.
7. TV, Telephone and Computer point in every flat.
8. Quality flush doors with elegant fittings.
9. Excellent construction with structural safety against earthquake up to Zone III.
10. Spacious well-decorated lift lobbies on all floors.
11. Impressive entrance hall with security counter and intercom system.
12. Fire protection system with sprinklers and smoke detectors an designed area.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(List of Common Areas and Amenities for shops/offices/commercials)*

**Not Applicable**

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

**SIGNED AND DELIVERED** )

by the within named the Developer/Owner )

**M/S. RUBBERWALA REALTY** )

through its Constituted Attorney / Authorised Signatory )

**MR. PARVEZ SHAFI AHMED SHAIKH** )

In the presence of )

1. )

2. )

**SIGNED AND DELIVERED** )

by the within named the **Purchaser/s/Allottee/s** )

**MR.** \_\_\_\_\_ )

**MRS.** \_\_\_\_\_ )

in the presence of )

1. )

2. )

<b>M/S. RUBBERWALA REALTY</b>	_____ &_

**RECEIPT**

Received on or before the execution of these presents of and from the withnamed Purchaser/s a sum of **Rs. \_\_,00,000/-** (Rupees \_\_\_\_\_ Only) by following cheques.

Sr. No.	Date	Cheque No.	Bank	Towards	Amount
1					
2					
				<b>Total</b>	<b>Rs. _____/-</b>

We Say Received:

**M/S RUBBERWALA REALTY**

Witnesses:

- 1.
- 2.

<b>M/S. RUBBERWALA REALTY</b>	_____ &_

**Annexure 'A'**  
(Particulars of the said Unit Purchaser, said Premises etc.)

Sr. No.	Clause No.	Details	Particulars
1		Date of this Agreement	
2		Name of the Purchaser/s	
3		Present Residential Address of the Purchaser/s	
4	19.1.24	Residential and Citizenship status	The Purchaser's are Indian citizens and are Resident of India
5	Recital LL read with Clause 1.3.24	Description of the said Unit	Residential flat bearing no. ___ admeasuring ___ square meters Carpet Area is equal to ___ Sq.ft on ___ floor of the said Building. The said Unit shown on the floor plan hereto annexed as Annexure "I" by Red Color hatched.
6	Recital LL read with Clause 1.3.4	Use of Car Parks (if any) ("Car Parking Space/s")	Including ___ car parking
7		Area for Exclusive Use of Purchaser / s	N/A
8	Clause 1.3.20	Purchase Price	<b>Rs.</b> _____/- (Rupees Only) being the base price for the said Unit.
9	Recital LL	Consideration read with Clause 1.3.7 and 2.1	<b>Rs.</b> _____/- (Rupees Only) being the base price for the said Unit ("the Purchase Price") which shall be increased by the quantum of Service Tax/VAT/GST or any cess or surcharge by whatever name called on the Purchase Price as per the applicable provisions of any law for the time being in force, whether in force as on the date hereof or which may hereinafter come into force. The Purchaser/s /have paid to the Developer/Owner a sum of <b>Rs.</b> _____/- (Rupees _____ Only) before the execution of this Agreement (the payment and receipt whereof the Developer/Owner hereby admits and acknowledges) and shall pay to the Developer/Owner balance amount of Purchase Price of <b>Rs.</b> _____/- (Rupees _____ Only) aggregating to <b>Rs.</b> _____/- (Rupees _____ Only) in the manner included in <b>Annexure A – Table 1</b> hereto annexed.
10		Permanent Account Number of the	
11		Aadhar Card Number of the Purchaser	
12	Clause 17	Other Charges	As mentioned in Annexure A – Table 2
13	Clause 32	Notices – Address	<b>M/S. RUBBERWALA REALTY</b> Address:- 29, 4th Floor, Maskati Building, 76, Mohammadali Road, Chakala Market, Mumbai – 400003. <b>Purchaser/s –</b> Address:- _____.

<b>M/S. RUBBERWALA REALTY</b>	_____ & _____

**Annexure A – Table -1**

<b>Sr. No.</b>	<b>Payment Schedule</b>	<b>Percentage</b>	
1	Booking Amount	9.90%	
2	Casting of Top Slab	60.10%	
3	Completion Of The Walls, Internal Plaster, Floorings, Doors And Windows	5.00%	
4	Completion Of The Sanitary Fittings, Staircases, Lift Wells, Lobbies Upto Floor Level	5.00%	
5	Completion Of The External Plumbing And External Plaster, Elevation, Terraces With Waterproofing Of The Building Or Wing In Which The Apartment Is Located	5.00%	
6	Completion Of The Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical And Environment Requirements, Entrance Lobby, Plinth Protection, Paving Of Areas Appertain Of The Building Or Wing In Which The Apartment Is Located	10.00%	
7	On Possession	5.00%	
	<b>Total</b>	<b>100.00%</b>	<b>Rs. _____/-</b>

**Annexure A – Table -2**

<b>Sr. No.</b>	<b>Particulars of Other Charges</b>	<b>Amount</b>
1.	Society Formation Charges	At Actual
2.	Legal Charges	At Actual
3.	Share Application Charges	At Actual
5	Advance Maintenance of 24 month	At Actual
6	Electricity & Water Meter Deposit	At Actual
6.	Development Charges	At Actual
7.	Club Membership Charges	At Actual

<b>M/S. RUBBERWALA REALTY</b>	<b>_____ &amp;_</b>