

AGREEMENT FOR SALE

FOR UNIT NO. [____] ON THE [____] FLOOR IN

PROJECT - _____

DATED [____], 2025

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this _____ day of [_____] in the Christian Year Two Thousand and Twenty-Five (2025):

BETWEEN

SHREE YOGI REALCON PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 holding CIN U45400MH2013PTC243647, and having its registered office at Citi Mall, New Link Road, Andheri (West), Mumbai – 400 053, hereinafter referred to as "the Promoter", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr./Mrs. [•], Indian Inhabitant/s, having his/her/their address at [•];

OR

M/s. [•], a partnership firm registered under the provisions of the Indian partnership Act, 1932 having its principal place of business at [•];

OR

[•] Limited, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 bearing CIN [•]; and having its registered office at [•];

OR

[•] LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP Identification No. [•] and having its registered office at [•];

OR

[•] HUF, a Hindu Undivided Family, represented by its Karta and Manager Mr. [•], of Indian inhabitant having his address at [•] hereinafter referred to as "the Purchaser/s" (which

expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; (b) in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; (c) in case of a limited company or a limited liability partnership, its successors and permitted assigns; and (d) in case of an Hindu Undivided Family, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the **OTHER PART.**

The Promoter and the Purchaser/s are hereinafter individually referred to as "a Party" and collectively as "**the Parties**".

WHEREAS:

- A. The Promoter is seized and possessed of and otherwise well and sufficiently entitled to undertake the development of the immoveable property being all that piece and parcel of land admeasuring 5,017 square meters or thereabouts bearing Survey No 65 (part) and bearing plot nos. 246, 247, 248, 249 and 250 in the layout of the Maharashtra Housing and Area Development Authority (hereinafter referred to as "MHADA") at Vikhroli (East), and bearing corresponding CTS No. 189 (part) of Village Vikhroli, Taluka Kurla, Mumbai Suburban District and lying, being and situate at Ghatkopar, Vikhroli (East), Mumbai – 400 083 (hereinafter referred to as "the said Land"). The said Land is more particularly described in the First Schedule hereunder written and shown as marked in hatched lines on the Plan hereto annexed as Annexure 'A'.
- B. The development rights in respect of the said Land have been acquired by the Promoter in the manner set out herein below:
 - i. The Maharashtra Housing and Area Development Authority (viz. MHADA) is the owner (subject to what is set out hereinafter) of the said Land.
 - ii. One Overseas Communications Services (hereinafter referred to as "OCS") had made an application vide Letter dated 4th October 1974 to MHADA (then known as Maharashtra Housing Board) for allotment of lease with respect to the said Land; and by a Resolution bearing no. 5644 passed in its meeting

held on 30th September 1975, MHADA (then known as Maharashtra Housing Board) agreed to grant a lease of the said Land for purpose of constructing, maintaining and locating 100 (one hundred) tenements for residential purpose as staff quarters, for a period of 99 (ninety nine) years with effect from date of taking over possession of the said Land, at the lease premium, lease rent, terms and conditions more particularly mentioned therein.

- iii. In or around the year 1978, as per Government in Public Works and Housing Department sanction letter no. ADL-3175-Desk-40 dated 1st November, 1978, MHADA (then known as Maharashtra Housing Board) constructed building nos. 246, 247, 248, 249 and 250 consisting of 100 (one hundred) tenements in aggregate for residential purpose on the said Land (now demolished) (hereinafter referred to as "the Old Buildings"), on agency basis under deposit contribution scheme for OCS. The Old Buildings have since been demolished as elaborated hereinafter.
- iv. By and under a Government Notification dated 5th December, 1977 bearing reference no. ADR 1077 (1) Desk - 44 issued under the provisions of Bombay Housing Board Act, 1948 the Maharashtra Housing Board was dissolved and all the property, rights, liabilities and obligations of Maharashtra Housing Board stood transferred to and vested in MHADA viz. Maharashtra Housing and Area Development Authority in the manner contained therein.
- v. By an Order dated 27th March 1986 bearing reference no. G-25015/6/86-IC passed by Ministry of Communications, Government of India, all assets and liabilities of OCS were transferred to one Videsh Sanchar Nigam Limited (hereinafter referred to as "VSNL") with effect from 1st April 1986 in the manner contained therein.
- vi. By a Letter dated 30th November, 1989 bearing reference no BB/Conveyance/8469/MB/89 issued by Bombay Housing and Area Development Board (regional unit of MHADA) it was clarified that the Old Buildings were constructed by MHADA (earlier being Maharashtra Housing Board) on agency basis for OCS and therefore there was no requirement of

executing formal conveyance of the Old Buildings in favour of OCS/VSNL.

- vii. By and under an Indenture of Lease dated 2nd March, 1996 made and executed between MHADA (*therein referred to as 'the Lessor/the Authority'*) of the one part, and VSNL (*therein referred to as 'the Lessee'*) of the other part, MHADA granted a lease in respect of the said Land to and in favour of VSNL for a period of 99 (ninety-nine) years, commencing from 1st October, 1975 (hereinafter referred to as "**the Lease Tenure**"), at and for the rent reserved thereby and for the consideration and on the terms and conditions as more particularly mentioned therein. The said Indenture of Lease dated 2nd March, 1996 is duly registered with the Sub-Registrar of Assurances under serial no. 450 of 1996 (hereinafter referred to as "**the Indenture of Lease**").
- viii. By and under an Agreement dated 19th January 2008 made and executed between MHADA and VSNL, certain errors in the said Indenture of Lease pertaining to Survey number and CTS number in respect of the said Land, were rectified, in the manner more particularly mentioned therein. The said Agreement dated 19th January, 2008 is duly registered with the Sub-Registrar of Assurances under serial no. BDR13-2288-2008.
- ix. Pursuant to disinvestment process of the Government of India, the management and control of VSNL was acquired by Tata Group in year 2002 and the name of VSNL was changed to Tata Communications Limited (hereinafter referred to as "**TCL**") on 28th January, 2008.
- x. In March 2021, the Government of India disinvested its entire shareholding in TCL (formerly called VSNL) and the Government ceased to be a shareholder of TCL with effect from 18th March 2021.
- xi. By and under a Deed of Modification dated 10th August, 2023 made and executed between MHADA and TCL, the name of the lessee in the said Indenture of Lease was changed from VSNL to TCL i.e. Tata Communications Limited. The said Deed of Modification dated 10th August, 2023 is duly registered with the Sub-Registrar of Assurances at Kurla under serial no. KRL3-15937-2023.

- xii. Accordingly, by virtue of the aforesaid document, the TCL became entitled to the said Land, as lessee of MHADA and to the Old Buildings, as owner thereof.
- xiii. Pursuant thereto, by and under *(a)* Deed of Assignment dated 6th August, 2024 duly registered with the Sub-Registrar of Assurances at Kurla no. 3 under serial no. KRL3-17835-2024, made and executed between TCL (*therein referred to as 'Assignor'*) of the one part, and the Promoter herein (*therein referred to as 'the Assignee'*) of the other part; and *(b)* Deed of Assignment dated 6th August, 2024 duly registered with the Sub-Registrar of Assurances at Kurla no. 3 under serial no. KRL3-17837-2024, made and executed between TCL (*therein referred to as 'the Lessee/Assignor'*) of the first part, the Promoter herein (*therein referred to as 'the Assignee'*) of the second part, and MHADA (*therein referred to as 'the Confirming Party'*) of the third part, the said TCL with the consent and confirmation of MHADA assigned and transferred, to and in favour of the Promoter, the leasehold right, title and interest in to and upon the said Land for the entire residue of the unexpired period of the Lease Tenure, at and for the consideration and on the terms and conditions as set out therein.
- xiv. By and under a Sale Deed dated 6th August, 2024 made and executed by TCL in favour of the Promoter, TCL sold and transferred the said Old Buildings to and in favour of the Promoter, at and for the consideration and on the terms and conditions as more particularly stated therein. The said Sale Deed dated 6th August, 2024 is registered with the Sub Registrar of Assurances at Kurla no. 3 under serial no. KRL3-17836-2024.
- xv. In the circumstances, the Promoter is seized and possessed of the said Land, as a lessee of MHADA, and the said Old Buildings as the owner thereof.
- xvi. Thereafter, the Promoter being desirous of undertaking redevelopment of the said Land by demolition of the said Old Buildings and constructing new multi-storeyed building/s on the said Land, the Promoter has demolished the said Old Buildings.

C. The name of the Promoter is reflected in the Property Register Card in respect of

the said Land (admeasuring 5,017 square meters or thereabouts), as the lessee of MHADA. Annexed hereto and marked as Annexure 'B' is a copy of the Property Register Card in respect of the said Land viz. land bearing CTS no. 189 (part) of Village Vikhroli, Taluka Kurla, Mumbai Suburban District.

- D. The Promoter has after considering various options available for development and construction on the said Land, envisaged a scheme of development of and construction on the said Land such that the development potential of the said Land can be completely utilised by the Promoter by constructing on the said Land, a new multi-storeyed building (hereinafter referred to as "**the Proposed Building**") as may be permissible under the applicable provisions of the Development Plan and the applicable Development Control and Promotion Regulations, 2034 for Greater Mumbai (hereinafter referred to as "**DCPR**") framed under the provisions of the Maharashtra Regional and Town Planning Act, 1966. It is clarified that the term "**DCPR**" wherever the same appears in this Agreement shall mean and include the applicable development plan and the development control and promotion regulations, as may be in force and be applicable from time to time including any statutory re-enactment or modifications thereof and specific references to any particular provisions of the presently applicable DCPR shall mean and include references to any corresponding provisions of any statutory modification and/or re-enactment thereof of the DCPR.
- E. On the basis of an application made by the Promoter to MHADA, the MHADA has issued an Offer Letter dated [_____] bearing no. [_____] (hereinafter referred to as "**the Offer Letter**"), to the Promoter with regard to the redevelopment of the said Land. A copy of the said Offer Letter dated [_____] is annexed hereto and marked as Annexure 'C'.
- F. As per the Offer Letter, MHADA has confirmed that MHADA is willing to permit the redevelopment of the said Land subject to compliance of the terms and conditions of the of the Offer Letter.
- G. In pursuance of the Offer Letter, the MHADA has issued No Objection Certificate dated No Objection Certificate (NOC) dated [_____] bearing no. [_____] for redevelopment of the said Land. A copy of the said

No Objection Certificate dated [_____] is annexed hereto and marked as Annexure 'D'.

- H. On the basis of further application made by the Promoter to MHADA for sanction of plans for putting up construction of the Proposed Building on the said Land, and based on such application, the MHADA has issued Intimation of Approval (IOA) dated 31ST October 2025 bearing number MH/EE/(BP)/GM/MHADA-9/2142/2025/IOA/1/New for construction on the said Land. A copy of the Intimation of Approval (IOA) dated 31ST October 2025 is annexed hereto and marked as Annexure 'E'.
- I. Pursuant to the demolition of the said Old Buildings, on the basis of an application made by the Promoter to the MHADA, the MHADA has issued a Commencement Certificate dated [_____] bearing no. [_____] and has thereby permitted the Promoter to commence construction of the Proposed Building on the said Land. A copy of the said Commencement Certificate dated [_____] is annexed hereto and marked as Annexure 'F'.
- J. The Promoter thus, proposes and intends to construct on the said Land, a multi-storeyed building comprising of [____] levels of basement plus ground/stilt plus [____] levels of podium plus [____] upper floors being the Proposed Building, or such further additional floors or structures as may be approved to be constructed on the said Land as mentioned hereinafter.
- K. The Promoter has also disclosed to the Purchaser/s that:
- i. At present total Floor Space Index (hereinafter referred to as "FSI") available for consumption on the said Land as per the applicable provisions of DCPR is [____] square meters built up area out of which, an FSI [____] square meters built up area is already permitted to be consumed (as per the existing approved plans which were approved along with the Intimation of Approval) in the course of construction of the Proposed Building; and the balance FSI of [____] square meters built up area (which is approvable as of the date, but not reflected as consumed in the approved plans) will be permitted for consumption on the said Land upon the Promoter acquiring and loading further FSI on the said Land by payment of premium to the

MHADA and/or to the Municipal Corporation of Greater Mumbai / Brihanmumbai Municipal Corporation (hereinafter referred to as "BMC") and/or any other authorities and/or to the Government of Maharashtra and/or any other concerned authorities in accordance with the provisions of the DCPR and further compensatory fungible FSI will also be permitted for consumption (or construction of compensatory fungible area) on the said Land on payment of applicable premium to the MHADA and/or other concerned authorities.

ii. The aggregate size of the Proposed Building is presently envisaged by the Promoter as [_____] levels of basement plus ground/stilt plus [_____] levels of podium plus [_____] upper floors. However, as per the presently approved plans, the Promoter is entitled to construct [_____] levels of basement plus ground/stilt plus [_____] levels of podium plus [_____] upper floors; and hereafter further approvals for construction of the further floors above the [_____] floor will be obtained by the Promoter in phased manner.

L. It is clarified that the development potential available on the said Land and as may become available hereafter; the Promoter shall be applying for and obtaining permits/approvals for construction/extension of the Proposed Building on the said Land which shall be a multi-storeyed building as aforesaid.

M. It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be hereafter obtained by the Promoter, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Promoter to apply for and obtain further approvals for construction on the said Land. Accordingly, pursuant to commencing construction of the Proposed Building and pursuant to the execution hereof, the Promoter shall be making additional applications to the MHADA and other concerned authorities from time to time for approvals for extension of the Proposed Building by adding floors therein or by construction on the said Land of additional structure/s as may be permissible so as to be able to effectively consume and utilise the entire development potential as may be available in respect of the said Land.

N. The Promoter has in accordance with the aforesaid approvals, commenced construction of the Proposed Building on the said Land to be known as "Ajmera Solis". The development of and construction work on the said Land as undertaken by the Promoter in the manner aforesaid is hereinafter referred to as "the Project". The term "*the Project*" wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building on the said Land; and other structures and the entire development of the said Land, as envisaged by the Promoter. The Promoter reserves the right to change the name of the Proposed Building at any time prior to the completion of construction thereof and the Purchaser/s confirm/s that the Purchaser/s do/does not have any objection thereto.

O. The right and title of the Promoter to the said Land has been certified by SUI GENERIS, the Advocate of the Promoter, vide Report on Title dated 03rd November, 2025, and a copy of the said Report on Title is annexed hereto and marked as Annexure 'G'.

P. The Promoter has registered the said Project of development and construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration no. [____]. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project is annexed hereto and marked as Annexure H'.

Q. It is further clarified that although the Promoter has envisaged a broader scheme of development and construction on the said Land, as aforesaid, considering the fact that the MHADA has presently granted the approvals, as referred to hereinabove, and that under such approvals, only a part of the presently available development potential of the said Land is being utilised presently in the course of development and construction of the Proposed Building; the Promoter shall from time to time accordingly be making applications to the MHADA for amendments to the approved plans and for issuance of further approval of plans and further Commencement Certificates or revalidation of the Commencement Certificate in terms of the amended plans such that the entire available development potential of the said

Land (as is available presently and as hereafter may become available) is completely consumed in the course of development and construction of the Proposed Building and/or additional structure/s on the said Land and accordingly, the plans for construction of the Proposed Building on the said Land are subject to further modifications. Presently, the Promoter has commenced construction on the said Land on the basis of the approvals obtained as of now and subsequent modifications will be done on the basis of the further development potential that is presently available but not utilised (under the existing provisions of the DCPR) and that may from time to time hereafter become available due to various factors and as per any statutory modifications, amendments or re-enactment of the DCPR.

- R. It is clarified that the Promoter has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building with a height of [____] levels of basement plus ground/stilt plus [____] levels of podium plus [____] upper floors as is presently envisaged by the Promoter.
- S. It is further clarified that in the course of construction of the Proposed Building, the Promoter shall be consuming on the said Land maximum permissible FSI (by whatever named called and in whatever manner available) and development potential as per the provisions of the DCPR (as the same may be modified from time to time or any statutory re-enactment thereof) including but not limited to the following:
 - i. entire available development potential as may be available for consumption on the said Land in accordance with the applicable provisions of the Regulation 33(5) of the DCPR, as pertaining to the redevelopment of properties in a layout of MHADA;
 - ii. entire available development potential available for consumption on the said Land by way of loading Transferable Development Rights (hereinafter referred to as "TDR") thereon, if the same is permissible under the DCPR;
 - iii. entire development potential available for consumption on the said Land by

acquiring/loading the maximum permissible FSI on payment of premium to MHADA, to the Government of Maharashtra or the BMC or any other statutory authorities in accordance with the provisions of the DCPR, or as may be otherwise permissible;

- iv. entire available FSI benefit by whatever name called (commonly referred to as pro-rata FSI or incentive FSI) that may be available for utilization thereon by virtue of any reservations in the layout of MHADA (within which the said Land is situate), either free of costs or upon making payment of premium for consumption/utilisation of such FSI to MHADA or other concerned authorities or otherwise howsoever;
- v. entire available FSI benefit by whatever name called that may be available for utilization thereon by virtue of inclusion of any tit-bit areas or additional land in the scheme of development (as may be permitted by MHADA and/or the BMC, from time to time) in accordance with the applicable laws and/or any rules of the concerned governmental authorities, either free of costs or upon making payment of premium for consumption/utilisation of such FSI to MHADA or BMC or other concerned authorities or otherwise howsoever;
and
- vi. entire presently available development potential for consumption on the said Land by acquiring/loading the maximum permissible compensatory fungible FSI or FSI for construction of fungible area in accordance with the applicable provisions of the DCPR, which either free of costs or upon making payment of premium for consumption/utilisation of such FSI to MHADA or BMC or other concerned authorities or otherwise howsoever.

T. Accordingly, the Promoter has commenced construction and development of the Proposed Building on the said Land comprising of various flats/units which would be capable of being used *inter alia* as residential flats.

U. The Promoter has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, [_____], registered with the Council of Architecture under No. [_____] and has also appointed [_____], as structural engineer/designer for preparing structural design and drawings and

specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building, unless otherwise changed by the Promoter.

V. The Purchaser/s has/have approached the Promoter for acquiring a [residential flat/Shop/Commercial Premises] in the Proposed Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Unit**"). The said Unit is shown as marked in hatched lines on the floor plan annexed hereto as **Annexure T**.

W. The Promoter is in the process of entering into several Agreements similar to this Agreement (which drafts may change from time to time depending *inter alia* on the basis of further approvals, as may be obtained by the Promoter for construction on the said Land as recited above or due to any other factual changes as may be applicable in the matter of development/construction on the said Land) with various parties, who may agree to take and acquire premises in the Proposed Building to be constructed on the said Land on ownership basis, with a view that ultimately the purchasers/occupants of the various premises in the Proposed Building shall form themselves into a Co-operative Housing Society or a Limited Company or a Condominium of Apartment Owners or any other body of purchaser/s (hereinafter referred to as "**the Proposed Legal Entity**") as may be permissible to be formed under the provisions of Section 11(4)(e) of RERA and Rule 9 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**RERA Rules**") as well as under the provisions (to the extent applicable) of Section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**MOFA Rules**") made thereunder.

X. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Land including *inter alia* the documents referred to hereinabove; and the Purchaser/s has/have fully satisfied himself/herself/themselves about the entitlement of the Promoter to develop the said Land by construction of the

Proposed Building thereon and to enter into these presents. Further, the Purchaser/s has/have no objection and/or requisition in respect of the title documents of the said Land inspected by the Purchaser/s.

- Y. The Promoter has informed the Purchaser/s that the said Land and the proposed construction thereon has been mortgaged by the Promoter in favour of Catalyst Trusteeship Limited (hereinafter referred to as "**the Security Trustee**") vide Deed of Mortgage dated 24th September, 2024 duly registered with the Sub-Registrar of Assurances at Kurla no. 1 under serial no. KRL1-18556-2024; and the transaction hereby contemplated is subject to the terms of the conditional no objection (NoC) issued by the Security Trustee. The Purchaser/s has/have perused the said NoC issued by the Security Trustee and has/have understood and accepted the terms and conditions thereof to the entire satisfaction of the Purchaser/s.
- Z. The Purchaser/s has/have demanded and has/have also taken inspection of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Offer Letter, the Intimation of Approval and Commencement Certificate issued by the MHADA, the concession plans on the basis of which the concessions with regard to the Proposed Building have been sanctioned by the MHADA, the No Objection Certificates issued by MHADA (as referred to hereinabove), the plans as are proposed to be submitted by the Promoter to the concerned authorities for approval and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register card and all other documents required to be furnished to the Purchaser/s by the Promoter under RERA and the RERA Rules and MOFA and MOFA Rules made thereunder; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the afore recited documents and other relevant documents and papers in respect of the said Land and the said Project and have no objection and/or requisition in respect of the said Land.
- AA. The Purchaser/s has/have also reviewed all documents uploaded by the Promoter pertaining to the Project on the website of the Maharashtra Real Estate Regulatory Authority and has/have read and understood the contents thereof and are completely satisfied with the contents thereof.

BB. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter; and is/are aware that some of such conditions and/or obligations shall require compliance in continuity by the Purchaser/s and/or the Proposed Legal Entity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Proposed Legal Entity as provided hereinafter; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

CC. In the circumstances aforesaid, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Promoter and the Promoter has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained.

DD. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1. RECITALS TO FORM AN INTEGRAL PART:

The Recitals, Schedules and Annexures to this Agreement shall form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

2. PROMOTER TO CONSTRUCT THE PROPOSED BUILDING:

2.1 The Promoter with the prior consent of the purchase shall construct and develop the Proposed Building and the additional structure/s/floors/wings as recited above, presently proposed to be comprising of [____] levels of basement plus ground/stilt plus [____] levels of podium plus [____] upper floors and further comprising of such additional wings or floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or any additional FSI becoming available for consumption on the

said Land as recited above or otherwise howsoever) on the said Land in accordance with the plans, designs, specifications approved by the MHADA and/or BMC and any other concerned local authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings as stated above) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Purchaser/s, with such further variations therein as the Promoter may consider necessary or expedient or as may be required by the concerned local authority/the Government to be made in them or any of them.

2.2 Green Building Construction and Additional Charges

- 2.2.1** The Promoter hereby agrees and undertakes to construct the building/project in accordance with the specifications required to achieve an IGBC Green Homes (Gold Rating) with the green building construction norms and standards set forth by the applicable Green Building Council, including but not limited to the Indian Green Building Council (IGBC), Leadership in Energy and Environmental Design (LEED), or any other recognized authority (hereinafter referred to as "Green Building Norms"). These norms encompass requirements for energy efficiency, water conservation, sustainable materials, waste reduction, and other environmentally sustainable practices aimed at reducing the ecological footprint of the construction.
- 2.2.2** The Purchaser/s acknowledge and agree that adherence to such Green Building Norms involves the use of advanced eco-friendly materials, technology integration, and specialized construction processes..
- 2.2.3** The Promoter shall obtain and maintain the supply of power for the Project from an approved green energy service provider, such as Tata Power or any equivalent entity, in accordance with applicable laws and regulations. The Purchaser herein agrees

and undertakes that they shall not make any change other than the Green Energy Services Providers. The Purchaser/s acknowledges and agrees that the charges for consumption of electricity, including any tariff, service fees, or other related costs as determined by the service provided by the concerned service provider from time to time, shall be borne and paid by the Purchaser at the applicable rate per unit. The Promoter shall not be responsible for any variations or revisions in the tariff structure or rates implemented by the said service provider.

2.2.4 The Promoter shall have sole and absolute discretion in selecting the materials, technologies, and processes necessary to ensure compliance with the Green Building Norms and all decisions in this regard shall be final and binding on the Purchaser/s.

The Purchaser/s agree that the Promoter's commitment to green building construction justifies the additional charges payable and waive any right to dispute these charges once notified in accordance with this clause.

3. TRANSACTION:

3.1 In consideration of the aggregate amount as mentioned in Annexure T hereto (hereinafter referred to as "the Purchase Price") agreed to be paid by the Purchaser/s to the Promoter (exclusive of all fees, charges, taxes, cesses, levies, etc. and other amounts as specifically mentioned herein) in the manner and installment/s as contained in Annexure T hereto and shall be deposited in RERA Designated Collection Bank Account,

In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively and in consideration of the Purchaser/s agreeing to pay to the Promoter the other

amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s to be observed, performed or complied with, the Promoter with the consent and confirmation of the Confirming Party, hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Promoter, the said Unit as more particularly described in the Second Schedule hereunder in the Proposed Building being constructed on the portion of the land bearing CTS no. 189(PT) Village Vikhroli of the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified the **Third Schedule** hereunder written and the limited common areas and facilities in common as specified in the **Fourth Schedule** hereunder written (all of which aforesaid rights and entitlements of the Promoter agreed to be sold hereunder are hereinafter collectively referred to as "the said Premises").

- 3.2 It is agreed between the Parties hereto that a notice/intimation forwarded by the Promoter to the Purchaser/s stating that a particular stage of construction is being commenced or is achieved or is completed shall be sufficient proof that a particular stage of construction is being commenced or achieved or completed (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure T hereto. The Promoter is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.
- 3.3 The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Promoter by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied or payable by the Promoter, in connection with the construction and development of the Proposed Building and carrying out the Project) up

to the date of handing over possession of the said Unit, as elaborated herein below.

- 3.4 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges or taxes payable by the Promoter to MHADA/BMC or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications, circulars, etc. together with the demand letter issued by the Promoter to the Purchaser/s for the escalated Purchase Price.
- 3.5 The Promoter may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter. The term "*Agreed Interest Rate*" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.
- 3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure T is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure T hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure T hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure T hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.
- 3.7 All the amounts towards the Purchase Price (other than goods and services

tax), shall be deposited by the Purchaser/s in the Collection Account opened with Axis Bank bearing no. 925020038020272 and accordingly, all the cheques/demand drafts/ NEFT/RTGS etc. towards the Purchase Price shall be drawn by the Purchaser/s in favour of and payable to the credit of "[]". The said Unit shall remain mortgaged with the **Security Trustee** till the Purchase Price is deposited in full in the said aforesaid account by the Purchaser/s.

- 3.8 The Promoter has also informed the Purchaser/s that Promoter has taken a loan on the project for the construction of the Proposed Building on the said Land and the Project is financed by and mortgaged in favour of the **Security Trustee** and the transaction hereby contemplated is subject to the terms of the conditional no objection (NoC) issued by the **Security Trustee**. All the amounts towards the Purchase Price shall be deposited by the Purchaser/s in the manner as more particularly set out in Clause 3.7 hereof.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:

- 4.1 The time for making payments of the installments as mentioned in Annexure I and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Promoter so treating this Agreement void, the Promoter shall be entitled to forfeit [10% (Ten Percent)]¹ of the total Purchase Price (excluding any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Promoter from the Purchaser/s; and thereupon the Promoter shall also be free and entitled in its own right to deal with the said Unit and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper,

without any reference and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

- 4.2 A termination letter issued by the Promoter to the Purchaser/s regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. The Purchaser/s hereby undertake/s with the Promoter that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Promoter. The refund pursuant to the termination as provided in Clause [4.1] shall be made by the Promoter to the Purchaser/s (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Unit to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Unit (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Purchaser/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause [4.2] shall be made by the Promoter directly to the lender from whom the Purchaser/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Purchaser/s.

- 4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter /its transferee/s/purchase /s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Promoter shall not exercise the aforesaid right of termination unless and until the Purchaser/s committing 3 (three) defaults in making payments of the installments as mentioned in Annexure 'J' hereto **PROVIDED FURTHER THAT** a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).
- 4.4 In the event of any delayed payment being received by the Promoter from the Purchaser/s, the Promoter shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.
- 4.5 Further, in any event the cheque issued by the Purchaser/s towards the amounts payable by the Purchaser/s to the Developer (including the Purchase Price) is not honoured for any reason whatsoever, including '*insufficient funds*', '*stop payment*' or '*account closed*' then the Purchaser/s shall be liable to pay the cheque bouncing charges/cheque dishonour charges which shall mean an amount equivalent to 2.5% (two decimal five zero percent) of the value of the cheque in question (hereinafter referred to as "**the Cheque Dishonour Charges**"). If the amount of the said

cheque together with the Cheque Dishonour Charges thereto are not paid by the Purchaser/s to the Developer within a period of 30 (thirty) days from the date the said cheque being dishonored (as aforesaid) in the first instance, then the said the Cheque Dishonour Charges shall stand increased/escalated to 5% (five percent) of the value of the said cheque issued.

5. PROMOTER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the MHADA/BMC and other concerned local authorities at the time of sanctioning the plans or thereafter in relation to the said Land and shall procure the Full / Part, Occupation Certificate (OC) for the proposed building/s. The Purchaser/s confirm and acknowledge that the Purchaser/s has/have no objection to the Promoter amending the plans for construction of the Proposed Building.

6. DECLARATION AS TO DEVELOPMENT POTENTIAL:

The Promoter hereby declares that the FSI at present sanctioned for consumption/utilisation in respect of the said Land as per the presently applicable provisions of the DCPR is [_____] square meters built up area and the FSI available for consumption on the said Land is much higher. The Promoter hereby declares that no part of the FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been used by the Promoter elsewhere, then the Promoter shall furnish to the unit purchaser, all the detailed particulars in respect of such utilization of the said floor space index by the Promoter. The Promoter has already disclosed to the Purchaser/s that additional FSI shall be utilised by the Promoter in the course of construction of the Proposed Building on the said Land in the manner as recited above. Accordingly, nothing contained in this Clause or otherwise in this Agreement shall be deemed to be a restriction on the ability of the Promoter to consume any additional FSI as may hereafter become available for consumption on the said Land till the date of execution of the Transfer

Document (as defined hereinafter) in favour of the Proposed Legal Entity as elaborated in Clause [12] hereof.

7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1 The planning and design of the said Unit, is subject to amendments and changes as may be stipulated by the MHADA, BMC, Government, local authority and as per the requirements of the Promoter.
- 7.2 The Purchaser/s hereby further agree/s and with prior consent of the Purchase and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Proposed Building including the additional floors therein as aforesaid) or to put up additional construction on the said Land, as stated in this Agreement and in particular the Recitals hereof, in accordance with the approvals or such other plans, with such additions and alterations, as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MHADA or BMC or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto **PROVIDED HOWEVER THAT** the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limit, as set out hereunder **PROVIDED FURTHER THAT** it is possible that the areas of the said Unit may undergo certain minor changes due to construction related exigencies and change in dimensions of the said Unit; (including inter alia in the area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or Dry Balcony and/or any other areas meant for the exclusive use of the Purchaser/s); and accordingly the Parties agree and acknowledge that a change/variation in such areas up to 3% (three percent) (plus or minus) in the said Unit is acceptable to each Party (hereinafter referred to as "the Agreed Variation Limit").
- 7.3 In the circumstances, if the carpet area of the said Unit is less than what is

set out in this Agreement, (subject to such reduction being within the Agreed Variation Limit) then the Promoter shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limit), then the Purchaser/s shall be liable to pay to the Promoter an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Promoter along with the next due installment of the Purchase Price or at the time of the Promoter offering to put the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts as are payable by the Promoter to the Purchaser/s (due to reduction in the carpet area as aforesaid) then the Promoter shall either: (i) refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or (ii) appropriate the same, at the Promoter's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Promoter, without requiring any prior consent from the Purchaser/s.

8. DESCRIPTION OF INTERNAL FIXTURES:

- 8.1 It is expressly agreed that the Promoter shall provide in the said Unit and the said Unit shall contain fixtures, fittings, and amenities as set out in Annexure 'K' hereto (hereinafter referred to as the "said Internal Fixtures") and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change /substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter for which the Developer shall not be liable to obtain separate consent of the Purchaser/s.
- 8.2 If any change in the Internal Fixtures, as aforesaid, becomes necessary, the

Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Unit on the specified date. The Promoter shall however make endeavors to ensure that such substitutes and/or alternatives are similar to the fixtures/amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

8.3 It is further clarified that the Internal Fixtures are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the Internal Fixtures is handed over by the Promoter to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Fixtures, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Promoter as set out in the first proviso to Clause [20.6] hereof shall not be applicable to the Internal Fixtures and the same shall pertain only to the construction of the Proposed Building.

9. COMMON AREAS AND FACILITIES:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in the *Third Schedule* hereunder written. The common areas/amenities/facilities as specified in the *Fourth Schedule* hereunder written shall be limited common areas for use by only some

of the premises holders in the Proposed Building as specified therein. The Purchaser/s shall not claim use or entitlement to use any areas in the Proposed Building on the ground that the same are approved as common areas in the approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the *Third Schedule*, subject to what is set out therein.

10. PURCHASER/S' SATISFACTION ON TITLE:

The Purchaser/s is/are aware that the MHADA is the owner of the said Land and the Promoter has acquired leasehold title to the said Land in the manner as recited hereinabove; and the Purchaser/s hereby acknowledge/s that the Promoter has made a full and true disclosure of the nature of its rights to the said Land. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Promoter to the said Land and the entitlement of the Promoter to develop the said Land by construction of the Proposed Building and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Promoter to the said Land or the entitlement of the Promoter to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Intimation of Approval, NOCs, Commencement Certificate and other approvals as are already issued by the MHADA /BMC and other relevant documents and papers required to be furnished by a promoter/developer to a purchaser including the municipal assessment bills, city survey records, records of rights, property register cards and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s has no objection to the title of the land or to the approvals obtained for the proposed Building. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed

in the various approvals and sanctions obtained by the Promoter and is/are aware and acknowledge that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Proposed Legal Entity, as provided hereinafter, and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

11. PURCHASER/S TO CO-OPERATE IN FORMATION OF THE PROPOSED LEGAL ENTITY:

The Purchaser/s at his/her own costs (to be borne proportionately) along with the other premises holders in the Proposed Building and with prior consent of the purchase /purchaser additional structure/s to be constructed on the said Land, if any, (and on any additional lands, the development whereof may be amalgamated with the development on the said Land) shall co-operate with the Promoter in formation of the Proposed Legal Entity and shall join in as member/s thereof. For the said purposes of being admitted as member/s of the Proposed Legal Entity, the Purchaser/s shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Proposed Legal Entity and for becoming a member, including the bye-laws of the proposed bodies and duly fill in sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s so as to enable Promoter to Register the organization of the Purchaser/s under Section 11(4)(e) of RERA and to extent as applicable under Section 10 of MOFA within the time limit prescribed by Rule 9 of RERA Rules and to extent as applicable under Rule 8 of MOFA Rules.

12. FORMATION OF THE PROPOSED LEGAL ENTITY AND TRANSFER OF TITLE:

12.1 Pursuant to completion of the entire development and construction of the said Land viz. once construction of the Proposed Building with the prior consent of the Purchase /Purchaser, any additional floors/wings/structures as recited above is completed in all respects and the Proposed Legal Entity

is formed and registered and after the Promoter has consumed and utilised the full available construction/development potential of the said Land or otherwise at such time as may be required under the applicable provisions of law, the Promoter shall, in discharge of its obligations under Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of the MOFA and the applicable provision of the MOFA Rules, at the costs and expenses of the Proposed Legal Entity execute in favour of the Proposed Legal Entity an assignment of the leasehold rights in respect of the portion of the said Land (less the area of any reservations including road set back, if applicable thereon) (hereinafter referred to as "**the Net Plot**") on which the Proposed Building is being constructed together with the Proposed Building standing thereon (hereinafter referred to as "**the Transfer Document**").

- 12.2 It is hereby clarified that for the purpose of Section 17 of RERA and Rule 9 (2) of the RERA Rules and for the purposes of Section 11 of MOFA and the applicable provision of the MOFA Rules, the time for execution of the Transfer Document is agreed upon as being a date after the expiry of a period of at least 5 (five) years from the date of receipt of full occupancy/completion certificate in respect of the Proposed Building.
- 12.3 Any stamp duty, registration expenses, premiums/charges/transfer fees as payable to MHADA by whatever name called, and other incidental expenses to be incurred with regard to the document of transfer/assignment of title in respect of the Net Plot and/or the Proposed Building, shall also be borne and paid by the Proposed Legal Entity.

13. INCIDENTAL RIGHTS OF THE PROMOTER:

- 13.1 The Promoter has further informed the Purchaser/s and the Purchaser/s agree/s that the Promoter retains the right to sell, transfer, assign in favour of any person/s and/or deal with *(a)* future rights in respect of the said Land; *(b)* the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Promoter from time to time and as per the proposed total

scheme of development and construction); **(c)** various rights that may accrue to and over the said Land in the future including additional development potential as recited above; and **(d)** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**"). The Incidental Rights include the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificates and/or any type of FSI which the Promoter and/or its nominee/s may be entitled to, from time to time, at the Promoter's sole and absolute discretion. The Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Unit and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Promoter and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Promoter shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire purchase price in that behalf and the Purchaser/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Proposed Legal Entity (to be formed in respect of the Proposed Building).

- 13.2 It is clarified that the Transfer Document to be executed in accordance with the provisions of Clause 12 hereof shall be subject to the Incidental Rights that are retained by the Promoter as specified in this Clause 13.

14. RIGHTS OF THE PROMOTER PURSUANT TO FORMATION OF THE PROPOSED LEGAL ENTITY:

In the event of the Proposed Legal Entity being formed, and registered before the sale and disposal by the Promoter of all the premises/units in the Proposed Building, the same shall not in any manner affect the rights of the Promoter to the Incidental Rights and/or the rights of the Promoter to sell/dispose off/transfer/mortgage the unsold premises/units and the rights of the Promoter in relation to the said Land as well as any premises in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such premises) and the powers and the authority of the Proposed Legal Entity shall be subject to the overall authority and control of the Promoter, in respect of all the matters concerning the Proposed Building and in particular, the Promoter shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof as in respect of any premises in the Proposed Building, wherein or in respect whereof, the Promoter may be claiming any rights and/or entitlements including *inter alia* an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Promoter on such premises), **PROVIDED ALWAYS THAT** the Purchaser/s hereby agree/s and confirm/s that in the event of the Proposed Legal Entity being formed earlier than the Promoter dealing with or disposing of all the premises constructed in the Proposed Building, then and in such an event at the discretion of the Promoter, the Promoter itself or any purchase or transferee of the Promoter in respect of any premises or nominee of the Promoter shall be admitted to the membership of the Proposed Legal Entity, without payment of any premium or any additional charges save and except Rs.500/- (Rupees Five Hundred Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee and such purchase /transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the Proposed Legal Entity, as the case may be. It is further clarified that in the event if the Promoter is admitted (at the option of the Promoter) as a member of the Proposed Legal Entity as aforesaid in respect of

the unsold units, the rights of the Promoter shall be freely transferable without payment of any amounts or premium for the same and notwithstanding any provision in the bye-laws or charter or constitution documents of the Proposed Legal Entity to the contrary. The Purchaser/s shall ensure that Proposed Legal Entity shall not permit any transfers of premises or shares of any member, in respect of which the Promoter has reasonably called upon the Proposed Legal Entity not to permit transfers and any permissions so granted by the Proposed Legal Entity shall be void, without any authority and non-est.

15. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

It is expressly agreed by and between the Parties as follows:

- 15.1 As aforesaid, the Promoter shall be constructing with the prior consent of the Purchaser/Purchase as per approved plans and permissions by the concerned authorities, the Proposed Building and additional structures/wings/floors therein as stated above on the said Land; and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The Purchaser/s is/are aware that the total height of the Proposed Building as proposed by the Promoter is 32 and that the same is subject to approvals being granted to the Promoter for such construction.
- 15.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Promoter is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the Proposed Building for the exclusive use of the purchaser/s of such premises. Further the Promoter may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MHADA /BMC and other concerned authorities and the Promoter. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Promoter for such terraces and the Purchaser/s shall not object

thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/ purchase /s /transferee/s/ licensee/s.

- 15.3 As recited above, it is reasonably expected by the Promoter that the FSI for consumption on the said Land shall be increased, from what is presently approved and thereby the Promoter will be able to construct further floors as a part of the Proposed Building, in addition to the presently approved and presently envisaged floors, as recited above.
- 15.4 The Promoter shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional floor/s in the Proposed Building including *inter alia* as stated herein above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Promoter with the prior consent of the purchase . The Promoter shall be entitled to dispose off such additional building/s/structure/s/wing/s/floor/s in such manner as the Promoter may deem fit and proper in its sole and absolute discretion. This Clause 15 shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.

16. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of enabling the Purchaser/s to make payment of the amounts hereunder payable to the Promoter for acquiring the said Unit, by offering the rights of the Purchaser/s hereby granted in respect of the said Unit as security to such financial institution or bank. However, such loan should be strictly personal to the Purchaser/s and the right of the Promoter to receive the balance Purchase Price and all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to

be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s as damages or otherwise, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price and other amounts as payable under this Agreement and has/have taken possession of the said Unit, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Promoter.

17. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Unit agreed to be sold to him/her/them by the Promoter as marked on the floor plan annexed hereto as *Annexure T* and use and enjoyment of common areas, facilities and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoter.

18. NO CHANGE OF USER:

It is expressly agreed, by and between the Promoter and the Purchaser/s that the said Unit is agreed to be hereby sold to the Purchaser/s for use as a [residential flat] only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Unit, without prior written consent in writing of the Promoter, the MHADA and/or BMC and the concerned authorities.

19. PARKING SPACES:

- 19.1 For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Promoter shall be entitled to; and the Purchaser/s hereby specifically authorise/s the Promoter to carry out a tentative earmarking of parking spaces (in open or in the stilt area or ground floor or podium (if any) or basement (if any) or in the mechanical parking or tower parking or stack parking or puzzle pit parking area on the said Land) of the Proposed Building for the exclusive use thereof, by certain acquirers of premises in the Proposed Building depending on availability. In the alternative to earmarking specific parking spaces for certain premises/flat/unit holders as aforesaid, the Promoter may permit some of the occupants/holders of premises/units/flats in the Proposed Building to park a certain number of vehicles in the parking spaces/area to be provided in the Proposed Building.
- 19.2 The Purchaser/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Proposed Legal Entity and admission of the Purchaser/s to the Proposed Legal Entity as member/s thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Proposed Legal Entity in favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Legal Entity for exclusive use along with rights of transferability in respect thereof.
- 19.3 The Purchaser/s acknowledge/s and understand/s that some of the car parking spaces that may be provided for in the Proposed Building, may be in the form of an automated mechanical stack parking or tower parking or puzzle pit parking in the form of level/horizontal mechanical parking system or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular

acquirer of premises in the Proposed Building and which parking system shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

- 19.4 In the event if the car parking space/s tentatively earmarked for the Purchaser/s is in the Mechanical Parking, then and in such an event the Purchaser/s may not be allotted any independent car parking space/s in accordance with this Clause 19. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, (commonly known as a puzzle pit) the same (if earmarked for the Purchaser/s in accordance with this Clause 19) shall be shared by the Purchaser/s with the purchase /s of the other parking space/s in the same puzzle pit in the Mechanical Parking unit. Within each puzzle pit, there shall be no identifiable space for parking of any particular vehicles and each purchase of a parking space within a particular puzzle pit shall park his/her vehicle in such particular puzzle pit only. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building or the said Land. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

19.5 The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s [_____] covered parking space/s bearing nos. [_____] admeasuring approximately [_____] square feet having [_____] feet length x [_____] feet breath x [_____] feet vertical clearance and situated in the [_____] of the Proposed Building.

20. DATE OF POSSESSION OF THE SAID UNIT:

- 20.1 The Promoter agrees to offer to hand over possession of the said Unit to the Purchaser/s in the Proposed Building on or before [_____]², subject to any events of Force Majeure as per the provisions of Section 6 of RERA.
- 20.2 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause 20.1 and even after extension of the date of possession as stated in the preceding Clause 20.1, the Promoter is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their/its own discretion be entitled either: (i) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoter to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Promoter and received by the Promoter, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 20.1 hereof) till the date of offer of possession by the Promoter to the Purchaser/s; or in the alternative (ii) be entitled to give notice to the Promoter terminating this Agreement, in which event, the Promoter shall refund to the Purchaser/s the aforesaid amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Promoter from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Promoter of such amounts of Purchase Price from the

Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Promoter shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause 20.2 are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

- 20.3 The refund to be made by the Promoter to the Purchaser/s pursuant to Clause 20.2 shall be made by the Promoter to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause 20.2 hereof. In case of termination by the Purchaser/s as provided in Clause 20.2 upon the aforesaid payment/s being made by the Promoter to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Promoter shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Promoter may deem fit and proper, in Promoter's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause 20.2, in the event if the Promoter finds a willing buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Promoter shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.
- 20.4 Save and except as provided in Clause 20.2 hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this

Agreement other than for the reasons as set out in Clause 20.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.

- 20.5 Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses 20.2 to 20.4 hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the said Land or the said Unit is acquired by the Government or any other authority and thereby the Promoter is unable to complete the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Promoter will be, to pay over to the Purchaser/s, the proportionate amounts of the Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s till then and received by the Promoter from the Purchaser/s), without any interest thereon and thereupon this Agreement shall ipso fact and automatically stand terminated.
- 20.6 The Purchaser/s shall take possession of the said Unit within a maximum period of 2 (two) months of the Promoter giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation but the obligation of the Purchaser/s to bear and pay the maintenance charges, as provided hereinafter shall commence at the expiry of a period of 7 (seven) days from such offer of possession by the Promoter (whether at such time, the Purchaser/s has/have taken possession of the said Unit or not) **PROVIDED THAT** if within a period of 5 (five) years from the date of the occupancy certificate or part occupancy certificate in respect of the said Unit, the Purchaser/s bring/s to the notice of the Promoter any defect in the said Unit or in the Proposed Building on the material used therein or any unauthorized change in the construction of the Proposed Building which may be attributable to the Promoter, then and in such events, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive

from the Promoter reasonable compensation for such defect or change **PROVIDED FURTHER THAT** the defect liability of the Promoter shall be restricted to the defect in the construction of the Proposed Building only and shall not extend to the Internal Fixtures.

- 20.7 Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit and the internal fixtures/amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Promoter in respect thereof, if the same are in accordance with this Agreement.
- 20.8 The Promoter shall be liable and/or responsible to only provide such number of lifts in the Proposed Building as per the minimum requirements under the DCPR; and on provision of minimum lifts, the Promoter may offer possession of the said Unit to the Purchaser/s. The Purchaser/s shall not delay accepting possession of the said Unit on the ground that the requisite or assured numbers of lifts are yet to be provided by the Promoter in the Proposed Building.
- 20.9 It is further clarified that at the time of offer of possession of the said Unit, certain fixtures/facilities/amenities proposed to be provided in the Proposed Building like murals, sculptures, fountains, lobby furniture, common area fixtures, lights, equipment, etc. may not be ready or other facets of the Project or floor/s may not be completed and the Purchaser/s shall not delay accepting possession of the said Unit or delay making any payments on the ground that such fixtures/facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 2 (two) years for the Promoter to provide additional facilities as specified in this Clause 20.9 and complete the Proposed Building after obtaining the part occupancy certificate in respect of the said Unit and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrance/s or obstruction/s in the course of the Promoter carrying out such work on the said Land or in the Proposed Building. The Purchaser/s shall be entitled to the possession of the said Unit only after the full

aggregate Purchase Price as per Annexure I hereto is paid by the Purchaser/s to the Promoter; and the other sums mentioned hereunder are paid by the Purchaser/s to the Promoter.

20.10 The Promoter shall not put the Purchaser/s in possession of the said Unit unless and until:

20.10.1 The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure I hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Promoter as specified herein.

20.10.2 The Promoter has made application for the Occupancy Certificate; or part Occupancy Certificate in relation to the said Unit.

20.11 Upon completion of construction of the Proposed Building comprising the said Unit, the Promoter may at its discretion permit the Purchaser/s to enter upon the said Unit, limited for the purpose of carrying out fit out works of non-structural nature, like installation of fixture and furniture, in the said Unit at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Promoter shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Promoter. The Purchaser/s further acknowledge/s that at such stage, the Occupancy Certificate or building completion certificate in respect of the Proposed Building or the said Unit may not have been received by the Promoter from the MHADA /BMC and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause 20.11, the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the

said Unit to carry out the said fit out works as contemplated in this Clause 20.11 then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter from time to time. The Purchaser/s shall further ensure that a comprehensive insurance policy including third party liability is taken by the Purchaser/s for such amounts as may be prescribed by the Promoter in relation to the fit-out work being carried out by the Purchaser/s. The Purchaser/s acknowledge/s that Promoter shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause 20.11.

20.12 [The Purchaser/s hereby also agree and undertake that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of any guidelines as may be prescribed by the Promoter for fit outs, keep deposited with the Promoter a sum of Rs. [_____]/- (Rupees [_____] Only), as a security deposit; and which amount shall be refunded without any interest by the Promoter to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out guidelines or conditions or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining of the said Unit, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Promoter to the Purchaser/s without any interest thereon only upon completion of the entire fit-out or

interior works in the said Unit by the Purchaser/s.]³

20.13 Upon possession of the said Unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupy of the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Promoter in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.

21. REIMBURSEMENT OF COSTS AND MAINTENANCE CHARGES:

21.1 The Purchaser/s shall, at the time of taking possession of the said Unit or within a period of 7 (Seven) days from being offered possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier pay to the Promoter, the following amounts:

21.1.1 A sum of Rs. 500/- (Rupees Five Hundred Only) towards acquiring of 5 (Five) fully paid-up shares of Rs.100/- (Rupees One Hundred Only) each and admission/entrance fee of Rs.100/- (Rupees One Hundred Only) within a period of 7 (Seven) days from the date of notice and in any event before possession of the said Unit is handed over to the Purchaser/s;

1.1.1 Deposit a sum of Rs. []/- (Rupees [] Only) towards provisional estimated maintenance charges for 18 (Eighteen) months in advance together with the applicable Goods and Services Tax thereon and after completion of 18 (Eighteen) months the maintenance charges shall be revised (shall escalate) from time to time and the Purchaser/s shall not object thereto;

21.2 Commencing a week after notice in writing is given by the Promoter to the

Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings together with the applicable Goods and Services Tax thereon in respect of the said Unit.

21.3 After the completion of the initial 18 (Eighteen) months or exhaustion of the deposit amount mentioned in Clause [1.1.1] as aforesaid, whichever is earlier, the Purchaser/s shall be liable to bear and pay the maintenance charges together with the applicable Goods and Services Tax thereon in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Promoter or to the Proposed Legal Entity (if formed by then and if the management of the Proposed Building has been handed over to the Proposed Legal Entity); and the Purchaser/s shall not be entitled to, till formation of the Proposed Legal Entity, withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest at the Agreed Interest Rate to the Promoter /the Proposed Legal Entity for any delay in payment of such outgoings. The maintenance charges would include *inter alia* the following:

- 21.3.1 The Property Taxes in respect of the said Land attributable on a proportionate basis to the said Unit;
- 21.3.2 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, recreation grounds/spaces, passages, landings, lift and staircase of the Proposed Building and the said Land and other common areas, facilities and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.;

- 21.3.3 The cost of cleaning and lighting the passage, water pump, lifts, servants' toilets, landings, staircases, common lights and other common areas of the Proposed Building, being used by the premises acquirers in common as aforesaid;
- 21.3.4 The cost of the salaries of certain workers like clerks, accountant, liftmen, watchmen, security guards, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.;
- 21.3.5 The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed on the said Land;
- 21.3.6 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges;
- 21.3.7 Premium for insurance of the Proposed Building (if and when taken);
- 21.3.8 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including *inter alia* sewer line, storm water drain, water lines, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank or underground tank and other water tanks by whatever name called and wheresoever situated, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common

security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building; and

21.3.9 The above maintenance charges are only provisional and any additional/excess expenses or charges shall be immediately paid by the Purchaser/s to the Promoter, on demand.

21.4 The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he/she/they is/are admitted as member/s to the Proposed Legal Entity, it may take at least 18 (Eighteen) months for the Proposed Legal Entity to work out and inform each of the premises' occupants in the Proposed Building about the exact break-up of the maintenance charges payable by him/her/them. Therefore, during such a period, the Proposed Legal Entity is likely draw up ad-hoc bills towards maintenance. Also, pending the formation of the Proposed Legal Entity, the Promoter shall be entitled (without being obliged) in its discretion to appoint an ad-hoc management committee from amongst the premises acquirers in the Proposed Building and confer such authority on such ad-hoc management committee for management of the Proposed Building, as the Promoter may in its discretion be deem fit. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Proposed Legal Entity a time period of approximately 18 (Eighteen) months or more from the date of he/she/they is/are admitted as member/s of the Proposed Legal Entity, to enable the Proposed Legal Entity to work out the exact details of the maintenance charges payable by him/her/them.

21.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MHADA or BMC or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon

including the said Unit, the same shall be borne and paid by the Purchaser/s. The Promoter shall be entitled in its discretion (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc, to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Promoter in proportion of the area of the said Unit to the total area of all the premises being developed and constructed on the said Land within a period of 7 (seven) days from a demand being made by the Promoter on the Purchaser/s.

- 21.6 The Purchaser/s is/are further made aware that potable water supply is provided by the BMC and other concerned government authorities, and shall be made available to the Proposed Building as per the supply received from such authorities. It is clarified that the Promoter has not represented to the Purchaser/s or undertaken to the Purchaser/s that consistent water supply to the said Unit is assured, as the same is subject to availability and supply from the concerned authorities. The only obligation of the Promoter shall be to obtain the requisite connection from the water mains to the said Land in accordance with the applicable rules and regulations of the BMC.
- 21.7 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries and/or appoint a professional Facility Management Company/Agency (hereinafter referred to as "**Facility Management Agency**") to manage the operations and maintenance of the Proposed Building to be constructed on the said Land, including *inter alia* the common areas and facilities as specified in the Third Schedule. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred/to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by the allottee/s and/or occupants of the units in the Total Proposed Buildings including the Purchaser/s on a pro rata basis. Such charges may vary; and the Purchaser/s

agree/s that he/she/it/they shall not raise any dispute regarding the appointment of Facility Management Agency by the Promoter for the Proposed Building or towards the maintenance charges determined by such agency. The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities and also including without limitation, payment of the Purchaser's share of the service charges that may become payable, from time to time. The Purchaser/s is/are aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

22. TAXES:

- 22.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in *Annexure T* hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including the Goods and Services Tax (hereinafter referred to as "the said Taxes"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction recorded in this Agreement for the sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes including Goods and Services Tax are payable by the Purchaser/s solely; and that the Promoter is not liable to bear and/or pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction as contemplated in this Agreement for Sale of the said Unit by the Promoter to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the

Purchaser/s and that the Promoter is not liable to bear and/or pay the same. In the event if any rebate or credit or set off is available to the Promoter of any amounts paid by the Promoter against the payment of the said Taxes, then and in such an event, the Promoter shall, solely and exclusively be entitled to such credits or rebates. The Promoter may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Promoter shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from the date of the Promoter calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

- 22.2 It is further agreed by and between the Parties that in the event if any tax set-off or tax credit (by whatever name called) is available to the Promoter with regard to any of the said Taxes, then the Promoter shall solely be entitled to claim the same and be entitled to the benefit of such tax set-off or tax credit and it is agreed that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Promoter shall be entitled to claim the and be entitled to the benefit of such tax set-off or tax credit.
- 22.3 It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax, or any other tax by whatever name called, to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 22 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Promoter shall in its discretion be entitled (without being

obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Promoter within a period of 7 (seven) days from a demand being made by the Promoter on the Purchaser/s.

- 22.4 All amounts towards the Purchase Price as payable by the Purchaser/s to the Promoter, shall be paid by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed thereunder, furnish to the Promoter the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Promoter shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 above.
- 22.5 In the event if the applicable legislation permits an option to the Promoter to opt for a particular type of computation for the purposes of applicability of the said Taxes, then and in such an event, the Promoter shall be free and entitled to opt for any permissible computation or avail of any scheme (as may be available) for the purposes of computation of such Taxes and the Purchaser/s shall not object to the same.
- 22.6 Non-reimbursement/Non-payment of the said Taxes and other amounts mentioned in this Clause 22 by the Purchaser/s shall be deemed to mean non-payment of the Purchase Price to the Promoter and the consequences as mentioned in Clause 4 hereof shall apply.

23. BREACHES:

- 23.1 The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the

balance Purchase Price and other sums payable hereunder as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoter shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoter and in the event of the Promoter so treating this Agreement void, the provisions of Clause 4 above shall be applicable.

- 23.2 The Promoter shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause 4 or this Clause 23. The residue balance amount after deducting amounts receivable by the Promoter from the Purchaser/s towards the termination as set out in Clause 4 shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.
- 23.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter /its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination as elaborated under Clause 4 or this Clause 23.

24. ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s hereby acknowledge/s that the Promoter shall be expending substantial amounts on the designing and constructing the elevation of the Proposed Building and the elevation of the Proposed Building shall be an integral feature of the Proposed Building. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Unit whether the side, front or rear nor shall the

Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoter constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including but not limited to fixing or changing or altering grills, windows, air conditioners, chajjas, ceilings, landscaping (hanging planters, pots) etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Promoter and at such places as may be earmarked by the Promoter for the same. The Promoter's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Promoter that the Purchaser shall not hang clothes for drying or otherwise on the façade of the Proposed Building or anywhere outside the said Unit on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser/s shall be installed within the said Unit and nowhere else in the Proposed Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Proposed Building on the ground that the same are not visible from outside the Proposed Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the Proposed Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified or appears to be modified. In case of any unauthorized modification and changes as stated above by the Purchaser/s, the Purchaser/s undertakes to restore the said façade, balcony at its original state, position that was delivered to the Purchaser by the Developer and in the event the Purchaser fails and neglects to carry the restoration work then the Developer shall be entitled to carry out the restoration work at the costs and expenses of the Purchaser/s.

25. COVENANTS OF THE PURCHASER/S:

The Purchaser/s with an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Promoter as follows:

- 25.1 To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- 25.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter /the Proposed Legal Entity are in any manner whatsoever prejudiced/ adversely affected.
- 25.3 Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Promoter and the Structural Engineers / RCC Consultants of the Proposed Building and MHADA /BMC.
- 25.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s.
- 25.5 Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the Proposed 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 any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of any negligence or default of the Purchaser/s (whether deliberate or willful or not) in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the

Promoter and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

- 25.6 To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s (usual wear and tear excepted).
- 25.7 To obtain annual maintenance contracts only from the authorized maintenance agencies/suppliers of the equipment installed in or around the Proposed Building.
- 25.8 Not to demolish the said Unit or any part thereof including *inter alia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Unit without the prior written permission of the Promoter and/or the Proposed Legal Entity, when formed.
- 25.9 Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable, any insurance of the Proposed Building or any part thereof or whereby any increased premium may become payable in respect of the insurance.
- 25.10 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 on the terrace or in the fire chutes or electrical ducts or plumbing ducts or firefighting ducts or in the other premises or any other part or portion of the Proposed Building and/or the said Land.
- 25.11 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ies if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the

said Unit by the Purchaser/s.

- 25.12 The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Promoter, until all the dues payable by the Purchaser/s to the Promoter hereunder and/or otherwise are fully paid up.
- 25.13 The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Proposed Legal Entity as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the premises 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 the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Proposed Legal Entity and/or the concerned authority and/or other public authority.
- 25.14 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Proposed Legal Entity regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- 25.15 The Purchaser/s shall permit the Promoter and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land / Proposed Building /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the date of the Purchaser/s being put in possession of the said Unit.
- 25.16 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever and not to cover the voids in any place in the Proposed Building or store any

goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets.

- 25.17 The Purchaser/s shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Unit. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of BMC. The Purchaser/s shall at all times co-operate with the Promoter for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage like wet garbage and dry garbage or otherwise as may be communicated by the Promoter from time to time.
- 25.18 The Purchaser/s shall not permit any of his/her/their family member/s, servants, agents or any other person/s to use and/or occupy and/or sleep in any common passages, staircases or common areas of the Proposed Building.
- 25.19 The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Promoter or by any concerned authorities from time to time.
- 25.20 The Promoter shall provide to the Purchaser/s the water connection in respect to said Unit. The Promoter shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply to the said Unit. The Purchaser/s is/are further informed that for the purposes of flushing, water may be provided from the Sewage Treatment Plant (if so installed) and/or the bore wells and the Purchaser/s shall not object to the same.
- 25.21 The Purchaser/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the MHADA /BMC and Government authorities and the premium is paid/shall be paid to MHADA /BMC for the same and that the Promoter is also loading, using and utilising TDR on the said Land which

would be consumed in the course of construction of the Proposed Building.

- 25.22 The Purchaser/s is/are also aware that the Promoter has paid to MHADA /BMC the premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.
- 25.23 The Purchaser/s is/are aware that the construction of the Proposed Building is approved with inadequate sizes of the rooms, shafts, chowks therein, and the Purchaser/s shall not raise any objections with regard thereto and/or make any claims against the MHADA or any other concerned authorities with regard thereto.
- 25.24 The Purchaser/s is aware of various concessions, approvals granted to the Promoter at the time of construction of the Proposed Building including the open space deficiency. The Purchaser/s is/are aware that the Proposed Building is being constructed with deficient open spaces (which deficiency has been condoned by the MHADA /BMC). The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Land or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.
- 25.25 The Purchaser/s is/are aware of various declarations and/or undertakings that the Promoter has executed in favour of various authorities including the MHADA /BMC for the purpose of obtaining various approvals, concessions and sanctions for the purpose of and with an objective of undertaking the development and construction on the said Land. The Purchaser/s confirm/s that the Purchaser/s has/have read and understood the same and the contents thereof and the Purchaser/s further acknowledge/s that as one of the acquirers of premises in the Proposed Building the Purchaser/s may be bound by such undertakings and/or declarations executed by the Promoter and the Purchaser/s hereby irrevocably agree and undertake with the Promoter to comply with the same and not to commit any breach or violation of the same.
- 25.26 The Purchaser/s shall not object to the Promoter applying for and obtaining

part Occupancy Certificates from the MHADA /BMC in relation to any part of the Proposed Building for the purpose of granting occupation to certain premises acquirers in the Proposed Building.

- 25.27 As a part of a marketing exercise or otherwise in the event if the Promoter is required under law, the Promoter may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the units (jointly and/or severally) and/or their family members along with their occupation and also use their photographs to such third parties as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.
- 25.28 The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building and the name of the Proposed Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.
- 25.29 The Purchaser/s is/are further made aware that the Promoter is engaged in the business of construction, development and redevelopment of immoveable properties in and around Mumbai and during the construction of the Proposed Building and after completion thereof, the Promoter may desire to show the Proposed Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Promoter including inter alia occupants of building/s, which the Promoter is developing or is proposing to develop and accordingly, the Promoter may arrange for site visits to the said Land and the Proposed Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium, and other areas in the Proposed Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto.

25.30 It is clarified that the rights of the Promoter as specified in Clauses 25.27, 25.28 and 25.29 above are permanent rights granted to the Promoter by the Purchaser/s and the Promoter shall not be liable to make payment of any compensation to the Purchaser/s and/or the Proposed Legal Entity (as and when the same is formed) in relation to exercise of such rights.

25.31 The Purchaser/s hereby acknowledge/s that the Promoter has paid and shall be paying various amounts to the concerned authorities including inter alia the MHADA /BMC as deposits, premiums and other charges for the purpose of obtaining various approvals from such authorities and in the event of any amounts being refunded by the concerned authorities at any time hereafter (notwithstanding whether the construction of the Proposed Building is completed or not), the Promoter shall be solely and exclusively be entitled for such refunds and the Purchaser/s and or the Proposed Legal Entity shall not be entitled to the same.

25.32 The Purchaser/s agrees not to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the proposed Building or the Project or the Promoter or its representatives. In the event, the Purchaser/s does any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in Applicable Law, have the option to terminate this Agreement.

25.33 The Purchaser acknowledges that the Demarcated Area which shall mean the community hall(s) / temple(s) (if any) that may / has been constructed on the said Property by the Promoter and same shall be donated/transferred by the Promoter to a entity decided by the Promoter which shall be other than the Promoter. The Purchaser or the legal entity formed by all Purchaser shall not object the usage of this demarcated area by the entity decided by the promoter. The said demarcated area shall be managed by such entity at its sole discretion and the Legal entity formed by the Purchaser/s shall have no involvement in this regard.

26. INDEMNITY:

The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from and/or breach of the terms and conditions of this Agreement by the Purchaser/s or otherwise.

27. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement, the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the date of execution hereof and shall inform the Promoter of the serial number, under which the same is lodged for Registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Promoter and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

28. TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to other person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Promoter in that

behalf. In the event of the Promoter granting such consent, the Purchaser/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER THAT** such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

29. COMPLIANCE OF FOREIGN EXCHANGE AND REMITTANCE LAWS

- 29.1 The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as "FEMA"), the rules and regulations of the Reserve Bank of India ("RBI") and all other applicable laws, rules and regulations made with regard to purchase of immoveable property/residential flat/premises/constructed units by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement.
- 29.2 The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser/s set out in this Clause 29 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Promoter fully indemnified and harmless in this regard and agree/s that the Promoter shall accept no responsibility for the same.

29.3 The Purchaser/s further undertake/s to intimate the Promoter in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.

29.4 It is hereby agreed between the Parties that the Promoter shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Unit applied for in any way.

30. MISCELLANEOUS:

30.1 **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoter may require, for safe guarding the interest of the Promoter to the Proposed Building and/or the premises therein.

30.2 **Name of the Building:** The name of the Proposed Building shall at all times remain as "Ajmera Solsis", unless changed by the Promoter and the same shall not be changed without the prior written permission or approval of the Promoter. The Promoter shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the Proposed Building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is being constructed and/or developed or that the Proposed Building has been constructed and/or developed by the Promoter.

30.3 **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post with Acknowledgement Due ("RPAD") or hand delivered by the Promoter at the address hereinabove stated or sent by electronic mail (e-mail) to the e-mail address as provided by the Purchaser/s to the Promoter as follows:

Purchaser/s : []

30.4 **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

30.4.1 Promoter : [_____]

30.4.2 Purchaser/s : [_____]

30.5 **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Unit may come.

30.6 **Lien and Charge of the Promoter:** Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.

30.7 **Dispute Resolution:**

30.7.1 To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

30.7.2 Subject to what is provided in Clause [30.7.1], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with

the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the arbitral tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

- 30.8 **Jurisdiction:** Subject to what is stated in the above Clause 30.7, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
- 30.9 **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Proposed Building and/or otherwise howsoever against the Promoter, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Land and/or the Proposed Building and/or any part thereof.
- 30.10 **No Waiver:** Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.

30.11 Enforceability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

30.12 Obligations of the Purchaser/s: In the event if there is more than a single person/entity, executing this Agreement as the unit purchasers, then all obligations of all such Purchasers under this Agreement, shall be joint and several.

30.13 Entire Agreement: This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written or oral. The terms and conditions and the subject matter hereof shall supersede all representations, warranties implied and/or express made whether directly or indirectly (including by virtue of any brochures, advertisements, pamphlets, statements on the Promoter's website/s, model/s of the Proposed Building, etc.). In case of any inconsistency between this Agreement and any other document, this Agreement shall prevail. Each Party shall exercise all his/its respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Agreement.

30.14 Headings: The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures

hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All that piece and parcel of land admeasuring 5,017 square meters or thereabouts bearing Survey No 65 (part) and bearing plot nos. 246, 247, 248, 249 and 250 in the layout of MHADA at Vikhroli (East), and bearing corresponding CTS No. 189 (part) of Village Vikhroli, Taluka Kurla, Mumbai Suburban District and lying, being and situate at [_____] Road, Vikhroli (East), Mumbai - 400 083 and which land is bounded as follows:

On or towards the North by : Layout Garden.
On or towards the South by : Plot no 255 and 256;
On or towards the East by : 18.3 m road; and
On or towards the West by : Eastern Express Highway.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Unit)

The said Unit (viz. residential flat) bearing no. [____], on the [_____] floor admeasuring approximately [_____] square feet carpet area i.e. approximately [_____] square meters carpet area (which area is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules) plus an area of [_____] square feet equivalent to [_____] square meters as the balcony/veranda/terrace/deck/elevation treatment alongwith an area of [_____] square feet equivalent to [_____] square meters as the Dry Balcony in the Proposed Building to be constructed on the said Land more particularly described in the **First Schedule** hereinabove written.

It is clarified that the carpet area of the said Unit, as mentioned hereinabove (excluding the area of balcony) is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

[However, the carpet area of the said Unit in the presently approved plans (as approved by the MHADA in accordance with the provisions of the applicable DCPR) is reflected as [] square meters.]⁴

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

DESCRIPTION OF COMMON AREAS TO BE PROVIDED

<u>Sr. No.</u>	<u>Type of Common Area</u>	<u>Proposed Date of Occupancy Certificate</u>	<u>Proposed Date of Handover for Use</u>	<u>Size/Area of Common Areas Provided</u>
(i)	Main entrance Lobby of the Proposed Building			
(ii)	Common Staircases			
(iii)	Common terrace over the topmost habitable floor			
(iv)	Refuge Area on — Floor			

DESCRIPTION OF FACILITIES/AMENITIES TO BE PROVIDED IN THE PROPOSED BUILDING

<u>Sr. No</u>	<u>Type of Common Area</u>	<u>Proposed Date of Occupancy Certificate</u>	<u>Proposed Date of Handover for Use</u>	<u>Size/Area of Facility/Amenity Provided</u>	<u>FSI Utilized Or Free of FSI</u>
(i)	Society Office				

DESCRIPTION OF FACILITIES/AMENITIES TO BE PROVIDED IN THE FORM OF OPEN

SPACES WITHIN THE LAND

<u>Sr. No</u>	<u>Type of Open Spaces</u>	<u>Phase No.</u>	<u>Size</u>	<u>Proposed Date of availability of Use</u>	<u>Proposed Date of Handover to Proposed Legal Entity</u>
(i)	Compound				
(ii)	RG/Paved RG				

DETAILS AND SPECIFICATIONS OF LIFTS

<u>Sr. No</u>	<u>Type of Lift</u>	<u>Total Number</u>	<u>Size</u>	<u>No. of passenger or carrying capacity</u>	<u>Speed</u>
(i)	Passenger Lift				
(ii)	Car Lift				

THE FOURTH SCHEDULE ABOVE REFERRED TO

Limited Common Areas and Facilities

- Staircases landing and lift landing on each floor will be limited amongst the occupants of that particular floor.
- Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor.
- Car parking spaces in accordance with the provisions of Clause 19 hereof.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED SEALED AND DELIVERED)

By the within named Promoter)

SHREE YOGI REALCON PRIVATE LIMITED)

through the hands of its Authorized Signatory)

Mr. [])

in presence of)

1.)

2.)



A handwritten signature in blue ink, appearing to read "R. A. [Signature]".

SIGNED AND DELIVERED)

by the within named Purchaser/s)

[])

in the presence of)

1.)

2.)

1.)
2.)

ANNEXURE T'

DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The Purchase Price payable by the Purchaser/s to the Promoter in respect of the said Unit shall be Rs. []/- (Rupees [] Only).

The said consideration/Purchase Price of Rs. []/- (Rupees [] Only) shall be paid by the Purchaser/s to the Promoter in the following manner:

Sr. No.	Payments to be made in the following manner	Percentage of Amount to be paid
1	Earnest Money Deposit paid by the Purchaser/s to the Promoter on or before the execution hereof (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).	
2	Simultaneously against the execution hereof.	
3	On or before [].	
4	On or before [].	
5	On or before [].	
6	On or before [].	
7	On or before [].	
8	On or before [].	

9	On or before [_____].	
10	On or before [_____].	
11	On or before [_____].	
12	On or before [_____].	
13	On or before [_____].	
14	On or before [_____].	
15	On or before [_____].	
16	On or before [_____].	
17	On or before [_____].	
18	On or before [_____].	
19	On or before [_____].	
20	On or before [_____].	
21	On or before [_____].	
22	On or before [_____].	
23	On or before [_____].	
24	On or before [_____].	
25	On or before [_____].	
26	Within 7 (Seven) days of the Promoter offering to put the Purchaser/s in possession of the said Unit or at the time of the Purchaser/s being permitted to carry out fit out works in the said Unit, whichever is earlier.	
	TOTAL	100%