

AGREEMENT FOR SALE

FOR FLAT NO. [_____] ON THE [_____] FLOOR IN

PROJECT - [_____]

DATED [_____] , 2024

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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-Four (2024):

BETWEEN

Anirdesh Developers Private Limited, a company incorporated under the provisions of the Companies Act 2013, holding CIN U70200MH2019PTC331121 and having its registered office at 2nd Floor, Citi Mall, New Link Road, Andheri (West), Mumbai 400053, hereinafter referred to as “**the Developer**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors 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, holding 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 “**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 Developer and the Purchaser/s are hereinafter individually referred to as “**a Party**” and collectively as “**the Parties**”.

WHEREAS:

- A. The Developer is entitled to undertake the redevelopment of immovable property being all that piece and parcel of land admeasuring 27,633.53 square meters or thereabouts bearing CTS nos. 200(pt), 214, 214/1 to 2, 215, 215/1 to 2, 216, 216/1 to 117, 217, 217/1 to 122 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Jamil Nagar, Bhandup (West), Mumbai 400 078 (hereinafter collectively referred to as “**the Larger Property**”). The Larger Property 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 Larger Property have been acquired by the Developer in the manner set out herein below:
 - i. One Moongipa Development and Infrastructure Limited (hereinafter referred to as “**MDIL**”) is the owner of undivided share, right, title and interest and is seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring in aggregate 23,094.60 square meters or thereabouts bearing CTS nos. 214, 214/1 to 2, 215, 215/1 to 2, 216, 216/1 to 117, 217, 217/1 to 122 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Jamil Nagar, Bhandup (West), Mumbai 400 078 (forming part of the Larger Property) (hereinafter referred to as “**the First Property**”).

- ii. By an Indenture dated 10th March, 1920, registered with the Sub-Registrar of Assurances at Bombay under Sr. No. 879 of 1920 on 7th August, 1920 entered into by and between one Mr. Haji Essa Haji Oosman Poonawala (*therein referred to as the Vendor*) of the First Part; (1) Javerbhai Ramji and (2) Narotamdas Bhanji doing business in the name and style of Javerbhai Narotamdas & Company of the Second Part; (1) Hirji Mooiji, (2) Lalji Moolji, and (3) Khimji Shamji doing business in the name and style of M/s. Dharsi Nanji and Company of the Third Part; one Gopaldas Tricumji Jivandas of the Fourth Part; and (1) Lalji Moolji, (2) Shivji Raghvji and (3) Mathurdas Vussonji Khimji of the Fifth Part (*the Party of Fourth and Fifth Part therein referred to as the Purchasers*); the said Haji Essa Haji Oosman Poonawala sold, assigned and transferred (with the confirmation of the parties of the Second and Third part therein), all his rights, title and interest in the land admeasuring about 1,423 Acres of land situated at the island of Salsette in the Zilla of Thane and in the Sub-Registration District of Salsette (*which includes the First Property*) (hereinafter referred to as “**Entire Khot Bhandup Estate**”), to (*the Purchasers therein*) the said Gopaldas Tricumji Jivandas and the said (1) Lalji Moolji, (3) Shivji Raghvji and (3) Mathurdas Vussonji Khimji (as tenants in common).
- iii. The aforesaid Indenture dated 10th March, 1920 also recorded that the said Gopaldas Tricumji Jivandas shall be entitled to one half share in the said Entire Khot Bhandup Estate and the other half share shall belong to the aforesaid (1) Lalji Mooiji, (2) Shivji Raghavji and (3) Mathuradas Vussonji Khimji, in the following manner viz.
- a. The said (1) Lalji Moolji and (2) Shivji Raghavji shall be jointly entitled to 5/8th undivided share in equal proportion amongst themselves; and
 - b. The said Mathuradas Vussonji Khimji shall be entitled to the remaining 3/8th share in the said Entire Khot Bhandup Estate.
- iv. The said Indenture dated 10th March, 1920, further recorded that out of the total consideration amount mentioned therein Rs. 4,31,000/-, the said Lalji

Moolji and Shivji Raghavji shall jointly contribute towards 5/8th share thereof in equal proportion and the said Mathuradas Vussonji Khimji shall pay the 3/8th share thereof. The said Gopaldas Tricumji Jivandas did not contribute anything towards the said consideration amount, therefore in order to secure the repayment of half of the said consideration amount viz. a sum of Rs. 2,15,500/- a charge on the half share in the said Entire Khot Bhandup Estate belonging to the said Gopaldas Tricumji Jivandas was created in favour of the said Lalji Moolji and Shivji Raghavji proportionately to the extent of their 5/8th share therein and similarly in favour of the said Mathuradas Vussonji Khimji to the extent of his 3/8th share.

- v. Since the said Gopaldas Tricumji Jivandas was unable to pay the said sum of Rs. 2,15,500/- to the said (1) Lalji Moolji, (2) Shivji Raghavji and (3) Mathuradas Vussonji Khimji, by an Indenture Dated 20th July, 1922 registered with the Sub-Registrar of Assurances at Bombay under Sr. No. 1069 of 1922, on 18th December, 1922, the said Gopaldas Tricumji Jivandas (*therein referred to as the Vendor*) of the One Part sold, conveyed, assured and assigned unto and to the said (1) Lalji Moolji, (2) Shivji Raghavji and (3) Mathuradas Vussonji Khimji (*therein referred to as the Purchasers*) of the Other Part, all his half undivided share, right, title and interest in the said Entire Khot Bhandup Estate (as tenants in common) and in proportion to the 5/8th share to the said Lalji Moolji and the said Shivji Raghavji in equal shares and the remaining 3/8th share therein to the said Mathuradas Vussonji Khimji on the terms and conditions therein mentioned.
- vi. By an Indenture dated 7th February, 1930 registered with the Sub-Registrar of Assurances at Bombay under Sr. No. 1800 of 1930 on 23rd April 1930 and entered between the said Lalji Moolji along with Khimji Shamji of the First Part and the said Lalji Moolji of the Second Part and one Shoorji (alia Surji) Vallabhdas of the Third Part, the said Lalji Moolji for himself and on behalf of his minor sons inter alia sold, granted, conveyed, assigned and transferred all his undivided share, right, title and interest in the said Entire Khot Bhandup Estate i.e. 21.5% share in the said Entire Khot Bhandup Estate, to the aforesaid Shoorji (alia Surji) Vallabhdas (hereinafter referred to as

“Shoorji”), for the consideration and upon the terms and conditions as set out therein.

- vii. The said Shoorji expired on 14th November, 1951, leaving behind him his wife and 3 (three) sons as his heirs. Under his last Will and Testament dated 10th November, 1951 (hereinafter referred to as **“Shoorji’s Will”**), the said Shoorji bequeathed his said 21.5% share in the said Entire Khot Bhandup Estate, to his 3 (three) sons being (1) Pratapsinh Shoorji Vallabhdas, (2) Vikramsinh Shoorji Vallabhdas and (3) Dilipsinh Shoorji Vallabhdas, absolutely in equal shares with a life interest in favour of his wife Jayalaxmi.
- viii. The executors of said Shoorji’s Will filed in the Hon’ble High Court of Judicature at Bombay a Testamentary Petition No. 166 of 1953 for grant of Probate of Shoorji’s Will and a Probate was granted by the Hon’ble High Court of Judicature at Bombay on 14th December, 1953 in the favour of the said executors namely Shoorji’s widow Jayalaxmi and Shoorji’s 3 (three) sons being (1) Pratapsinh Shoorji Vallabhdas, (2) Vikramsinh Shoorji Vallabhdas, and (3) Dilip Shoorji Valabhdas.
- ix. The said Jayalaxmi Shoorji Vallabhdas expired on 21st May, 1966 and as such her life interest in the aforesaid 21.5% share in the said Entire Khot Bhandup Estate extinguished on her death.
- x. The said Vikramsinh Soorji Vallabhdas expired intestate at Mumbai, on 15th October, 1961 leaving behind him his widow Jyotsna Vikramsinh, as his only heir and legal beneficiary under the law of succession by which he was governed at the time of his death.
- xi. In the circumstances, the said (1) Pratapsinh Shoorji Vallabhdas (2) Jyotsna Vikramsinh, (3) Dilipsinh Shoorji Vallabhdas, were jointly entitled to the 21.5% undivided share, right, title and interest in the said Entire Khot Bhandup Estate.
- xii. As such, the said (1) Pratapsinh Shoorji Vallabhdas, (2) Jyotsna Vikramsinh, (3) Dilipsinh Shoorji Vallabhdas were well and sufficiently entitled to 21.5% undivided share, right, title and interest in all that piece or parcel of land admeasuring in aggregate 26,987.50 square meters or thereabouts bearing

CTS Nos. 238, 238/1 to 5, 239, 239/1 to 2, 240, 240/1 to 13, 241, 241/1 to 12, 245, 245/1 to 22, 214, 214/1 to 2, 215, 215/1 to 2, 216, 216/1 to 117, 217, 217/1 to 122 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Jamil Nagar, Bhandup (West), Mumbai 400 078 (which includes the First Property) (hereinafter referred to as “**the First Larger Property**”).

- xiii. By and under a Deed of Conveyance dated 2nd November 2010, registered in the office of the Sub-Registrar of Assurances at Kurla under Serial No. 1194 of 2011, the said (1) Pratapsinh Shoorji Vallabhdas, (2) Jyotsna Vikramsinh, and (3) Dilipsinh Shoorji Vallabhdas, sold and transferred to and in favour of the said MDIL, their 21.5% undivided share in the said First Larger Property, at and for the consideration and on the terms and conditions contained therein.
- xiv. The said Shivji Raghavji was entitled to 41% undivided share, right, title and interest in the said Entire Khot Bhandup Estate and thus became entitled to the First Larger Property being part of the said Entire Khot Bhandup Estate.
- xv. The said Shivji Raghavji expired intestate at Koradi in Kutch, on 25th August 1937, leaving behind him the following legal heirs and representatives as per the law of succession by which he was governed at the time of his death i.e. (1) Mr. Bhanji Surji, (2) Mrs. Manibai Virji, (3) Mr. Gopalji Virji, (4) Mrs. Damyanti Virji, (5) Mr. Arunkumar Alias Kalyanji Purshottam Thakker, (6) Mr. Vasantkumar Purshottam Aiya, (7) Mrs. Saraswati Prahlad Kheraj Thakker, (8) Mrs. Damyanti Liladhar Kanji Kotak, (9) Mrs. Rukshmani Babulal Majithia, and (10) Mrs. Bachubai Purushottam.
- xvi. The names of the aforesaid legal heirs and successors in title of the said Shivji Raghavji were mutated in the record of rights of the said Entire Khot Bhandup Estate, in the year 1966.
- xvii. The said Mr. Bhanji Surji died, as a bachelor, leaving behind him, his brother Virji Surji as his only heir and successor in title as per the law of succession by which he was governed at the time of his death.
- xviii. The said Virji Surji expired intestate leaving behind him his widow Mrs.

Manibai Virji, son Gopalji Virji and his daughter Damyanti Virji, as his only legal heirs and successors in title as per the law of succession by which he was governed at the time of his death.

- xix. The said Manibai Virji expired intestate at Mulund, Mumbai, on 21st December, 1992, leaving behind her, her son the said Gopalji Virji and daughter the said Damyanti Virji, as her only legal heirs and successors in title as per the law of succession by which she was governed at the time of her death.
- xx. The said Mr. Gopalji Virji expired intestate at Mulund, Mumbai, on 25th August, 1986 leaving behind him his widow Mrs. Jaylaxmi Gopalji Virji Ganatra, as his only legal heir and successor in title as per the law of succession by which he was governed at the time of his death.
- xxi. The said Mrs. Bachubai Purushottam, expired intestate on 8th March, 1979, leaving behind her, her children (1) Kalyanji alias Arunkumar Purshottam, (2) Vasantkumar Purushottam, (3) Saraswati Pralhadrai Kheraj, (4) Damyanti Liladhar Kanji and (5) Rukshmani Babulal Majithia, as her only legal heirs and successors in title as per the law of succession by which she was governed at the time of her death.
- xxii. The aforesaid Mrs. Rukhmani Babulal Majithia, expired intestate, at Mumbai on 17th September, 2010, leaving behind her (1) Mrs. Chandrika Ramesh Kumar Kutchi, (2) Mrs. Divya Rajendra Kutchi, (3) Mrs. Heena Rashmikant Karia, (4) Mrs. Bhavana Vasant Daiya, (5) Mrs. Jyoti Darmesh Gandha, and (6) Mr. Raja Babulal Majethia, as her only legal heirs and representatives as per the law of succession by which she was governed at the time of her death.
- xxiii. The said Madhavji Jeyram Kotak along with others (claiming to be legal heirs of Premji Chanda, Shamji Khimji and Ranchhoddas Jethabhai viz. 3 Partners of M/s. Dharsi Nanji and Company) the alleged erstwhile owners of part of the Entire Khot Bhandup Estate had filed a Suit in the Hon'ble High Court being Suit No. 2757 of 2006 against Jayalaxmi Gopalji Surji and others and one Matrix Waste Management Private Limited, claiming to be the owners

of part of the Entire Khot Bhandup Estate (hereinafter referred to as “**the said Suit No. 2757 of 2006**”).

- xxiv. The said Suit No. 2757 of 2006 came to be settled between the concerned litigating parties by executing Consent Terms which were filed in the Hon’ble High Court and Order passed therein on 25th October, 2010, whereby the Plaintiffs therein confirmed that they do not have any right, title and interest in the Suit Property i.e. Entire Khot Bhandup Estate and the defendants listed therein shall execute from time to time in favour of the said Matrix Waste Management Private Limited and do all acts, deeds, matters and things as may be required by the said Matrix Waste Management Private Limited for obtaining a transfer, release, surrender of their respective right, title and interest in the Suit Property i.e. Entire Khot Bhandup Estate.
- xxv. By a Deed of Conveyance dated 2nd November 2010, registered with the office of the Sub-Registrar of Assurance at Mumbai under Serial No. BDR3-1192-2011, the said (1) Jayalaxmi Gopalji Virji Ganatra, widow of Gopalji Virji, (2) Mrs. Damyanti Virji, (3) Mr. Arunkumar alias Kalyanji Purushottam Thakker, (4) Mr. Vasantkumar Purushottam Aiya, (5) Mrs. Saraswati Pralhad Kheraj Thakkar, (6) Mrs. Damayanti Liladhar Kanji Kotak, (7) Mrs. Chandrika Ramesh Kumar Kutchi, (8) Mrs. Divya Rajendra Kutchi, (9) Mrs. Heena Rashmikant Karia, (10) Mrs. Bhavana Vasant Daiya, (11) Mrs. Jyoti Darmesh Gandhi, and (12) Mr. Raja Babulal Majethia, sold and transferred to MDIL 41% undivided share, right, title and interest in the First Larger Property, at and for the consideration and on the terms and conditions contained therein.
- xxvi. MDIL thereafter filed a Suit in the Hon’ble High Court of Judicature at Bombay being Commercial Suit No. 69 of 2018 against Jaylaxmi Gopalji Soorji and Others, and the said Matrix Waste Management Private Limited (hereinafter referred to as “**the said Suit No. 69 of 2018**”) to declare that the Agreement for Sale in and around May 2008 between the Defendants therein and MDIL in the respect of the Defendants’ 37.5% undivided right, title and interest and all their residual right, title and interest in the First

Larger Property unto and in favour of MDIL is valid and binding. The said Suit No. 69 of 2018 came to be settled between the litigating parties by executing Consent Terms and Order passed therein by the Hon'ble High Court on 27th November, 2018, wherein the defendants absolutely granted, conveyed, assigned, transferred and assured 37.5% share of the First Property being part of the First Larger Property unto MDIL, which the said Matrix Waste Management Private Limited has confirmed and released its right, title, interest, if any in the First Property. It was further agreed between MDIL and the said Matrix Waste Management Private Limited that MDIL shall release, relinquish and/or transfer and convey its 62.5% right, title, interest in the balance portion of land out of the First Larger Property being land admeasuring 3892.90 square meters or thereabouts bearing CTS Nos. 238, 238/1 to 5, 239, 239/1 to 2, 240, 240/1 to 13, 241, 241/1 to 12, 245, 245/1 to 22 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Jamil Nagar, Bhandup (West), Mumbai 400 078.

xxvii. The said Consent terms dated 27th November, 2018 were duly adjudicated, stamped and registered under Regn No. KRL1-7241-2023 on 13th April, 2023.

xxviii. The Municipal Corporation of Greater Mumbai also known as Brihanmumbai Municipal Corporation (hereinafter referred to as the "BMC") is the owner of all that piece and parcel of land admeasuring 4,565.44 square meters or thereabouts bearing CTS No. 200(pt) of Village Kanjur, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Jamil Nagar, Bhandup (West), Mumbai 400 078 (forming balance part of the Larger Property) (hereinafter referred to as "**the Second Property**").

xxix. The First Property and the Second Property are contiguous parcels of land admeasuring in aggregate 27,633.53 square meters or thereabouts, being the Larger Property.

xxx. The Larger Property, is encroached upon by various slum structures, and such slum structures are occupied by various slum dwellers (hereinafter

referred to as “**the Slum Dwellers**”).

- xxxi. By a Notification bearing No. SLM/1076-5280-G, dated 16th September 1976, read with corrigendum bearing No. SLUM.1076-5280-G, dated 21st October 1976, published in Government Gazette of State of Maharashtra, the Larger Property is declared as “Slum Areas”, under Section 4A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as “**the Slum Act**”) and accordingly the same is capable of being developed as a slum rehabilitation scheme.
- xxxii. BMC and the Government of Maharashtra have formulated and approved a policy for the redevelopment of slums (hereinafter referred to as “**the said Policy**”) through participation of slum dwellers under the slum rehabilitation scheme, as per the provisions of Regulation 33 (10) and Appendix IV of the Development Control Regulations for Greater Mumbai, 1991, and as per the Regulation 33 (10) of the Development Control and Promotion Regulations for Greater Mumbai, 2034, which has been approved by the Government of Maharashtra.
- xxxiii. The Slum Rehabilitation Authority (hereinafter referred to as the “**SRA**”) is designated as the planning authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the said Policy of slum rehabilitation in Mumbai.
- xxxiv. The Slum Dwellers have come together and proposed to form 6 (six) co-operative housing societies as under: -
- a. Mangalmurti Co-operative Housing Society Ltd. (Proposed),
 - b. Shree Siddhi Co-operative Housing Society Ltd. (Proposed),
 - c. Jai Shree Ram Co-operative Housing Society Ltd. (Proposed),
 - d. Om Sai Co-operative Housing Society Ltd. (Proposed),
 - e. Shree Swami Samartha Co-operative Housing Society Ltd. (Proposed),
 - f. Shree Sai Samartha Co-operative Housing Society Ltd. (Proposed),

(hereinafter collectively referred to as “**the Proposed Societies**”).

- xxxv. MIDL had approached the Proposed Societies and its members (being the Slum Dwellers) and expressed its desire to redevelop the Larger Property under the provisions of Regulation 33 (10) and Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 (now being the Regulation 33 (10) of the Development Control and Promotion Regulations for Greater Mumbai, 2034).
- xxxvi. By and under a Development Agreement dated 15th November, 2011, the said Shree Swami Samartha Co-operative Housing Society (proposed), has granted the development rights to MDIL, in respect of a portion of the Larger Property being all that piece and parcel of land or ground bearing CTS Nos. 216, 216/1 to 117, 217, 217/1 to 122 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District.
- xxxvii. By and under a Development Agreement dated 9th July, 2013, the said Mangalmurti Co-operative Housing Society (Proposed), granted the development rights to MDIL, in respect of a portion of the Larger Property being all that piece and parcel of land or ground bearing CTS Nos. 215, 215/1 to 2 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District.
- xxxviii. By and under a Development Agreement dated 14th April, 2013, the said Shree Siddhi Co-operative Housing Society (Proposed), has granted the development rights to MDIL, in respect of a portion of the Larger Property being all that piece and parcel of land or ground bearing CTS Nos. 217 (part) of Village Kanjur, Taluka Kurla, Mumbai Suburban District.
- xxxix. By and under a Development Agreement dated 27th May, 2013, the said Jai Shree Ram Co-operative Housing Society (proposed), has granted the development rights to MDIL, in respect of a portion of the Larger Property being all that piece and parcel of land or ground bearing CTS Nos. 215 and 216, of Village Kanjur, Taluka Kurla, Mumbai Suburban District.
- xl. By and under a Development Agreement dated 31st December, 2012, the said Om Sai Co-operative Housing Society (proposed), has granted the development rights of to MDIL, in respect of a portion of the Larger Property

being all that piece and parcel of land or ground bearing CTS Nos. 216, 216/76 to 117, of Village Kanjur, Taluka Kurla, Mumbai Suburban District.

- xli. By and under a Development Agreement dated 10th January, 2011, the said Shree Sai Samartha Co-operative Housing Society (proposed), has granted the development rights to MDIL, in respect of a portion of the Larger Property being all that piece and parcel of land or ground bearing CTS No. 200, of Village Kanjur, Taluka Kurla, Mumbai Suburban District.
- xlii. Thus, by the above referred Development Agreements the Proposed Societies have granted development rights in respect of the Larger Property to and in favour of MDIL.
- xliii. By a Understanding dated 3rd August 2018, MDIL, agreed for Joint Development of the Larger Property along with the Developer herein (*therein referred to as the Joint Developer*), with one Oyster Living LLP (hereinafter referred to as "**Oyster**") (*as a Confirming Party*).
- xliv. MDIL had on the basis of representations made by Oyster had entered into a Term sheet dated 22nd January, 2016 (hereinafter referred to as "**Oyster's Term Sheet**") inter alia proposing to enter into a joint venture with Oyster for the redevelopment/development of the Larger Property.
- xlvi. Oyster had in pursuance of the said Oyster's Term Sheet, had paid certain amounts to MDIL, however no further steps were taken in furtherance of the provisions contained in the said Oyster's Term Sheet and neither any registered agreement towards development of the Larger Property were executed between MDIL and Oyster.
- xlvii. The Developer viz. '*Anirdesh Developers Private Limited*' was initially formed and registered is a partnership firm known as '*M/s. Anirdesh Developers*', thereafter, the same was converted into a limited liability partnership known as '*Anirders Developers LLP*', and thereafter the same is converted into a private limited company known as '*Anirdesh Developers Private Limited*' being the Developer herein.
- xlviii. Pursuant thereto, by and under a Joint Development Agreement dated

[____], 2024 (hereinafter referred to as “**the Joint Development Agreement**”) made and executed between MDIL (*therein referred to as ‘MDIL’*) of the first part, Oyster (*therein referred to as ‘the Confirming Party’*) of the second part, and the Developer herein (*therein referred to as ‘the Developer’*) of the third part, the said MDIL with the consent and confirmation of Oyster, has granted development rights in respect of the Larger Property, to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Joint Development Agreement is duly registered with the Sub-Registrar of Assurances at Kurla no. [__] under serial no. KRL[__]-[____]-2024.

xlvi. In addition to the Joint Development Agreement, MDIL has also executed a Power of Attorney dated [____], 2024 in favour of the Developer (acting through its directors/representatives) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the Larger Property (hereinafter referred to as “**the Power of Attorney**”). The said Power of Attorney is duly registered with the Sub-Registrar of Assurances at Kurla no. [__] under serial no. KRL[__]-[____]-2024.

xlix. By and under a Supplemental Agreement dated [____], 2024 (hereinafter referred to as “**the Supplemental Agreement**”), made and executed between MDIL and the Developer, certain further terms and conditions were agreed and recorded between the parties thereof, with respect to the redevelopment of the Larger Property in accordance with the Joint Development Agreement. The Supplemental Agreement is duly registered with the Sub-Registrar of Assurances at Kurla no. [__] under serial no. KRL[__]-[____]-2024.

i. The Joint Development Agreement, the Power of Attorney and the Supplemental Agreement are hereinafter collectively referred to as “**the Redevelopment Documents**”.

ii. In the circumstances above and by virtue of the Redevelopment Documents,

the Developer has become entitled to undertake the redevelopment of the Larger Property.

- C. The name of MDIL appears on the Property Register Cards in respect of the First Property (being part of the Larger Property), as holder of the First Property; and the name of BMC appears on the Property Register Card in respect of the Second Property (being remaining part of the Larger Property), as holder of the Second Property. The Property Register Cards in respect of the Larger Property are collectively annexed hereto and marked as **Annexure 'B'**.
- D. As aforesaid, the Larger Property being encroached upon by various slum structures, and such slum structures are occupied by various Slum Dwellers, the Developer is entitled to undertake the development of the Larger Property as a slum rehabilitation scheme as per the provisions of Regulation 33 (10) of the Development Control and Promotion Regulations, 2034 for Greater Mumbai (hereinafter referred to as "**DCPR**") pursuant to various approvals obtained from time to time by the Developer as elaborated hereinbelow. 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 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. As regards the slum structures on the Larger Property various Annexures II have been issued by the concerned authorities and as per the said Annexures II, it is reflected that presently there are total of [_____] eligible slum structures on the Larger Property, and the holders thereof are entitled to be rehabilitated in the rehabilitation component to be constructed on the Larger Property.
- F. Within the Larger Property, there are **(a)** certain reservations viz. Road setback area admeasuring 1375.30 square meters or thereabouts and Area of Maternity Home admeasuring 65.52 square meters or thereabouts, as per the Development Plan remarks issued by the BMC (hereinafter referred to as "**the said**

Reservations") and **(b)** Amenity area to be handed over to the concerned authority admeasuring 675.20 square meters or thereabouts (hereinafter referred to as "**the Amenity Area**") and which said Reservations and Amenity Area may be developed by the Developer. The Developer may hand over the said Reservations and the Amenity Area out of the Larger Property (with or without construction, as the Developer may deem fit and proper) to BMC or SRA or the Government of Maharashtra or other concerned authorities and accordingly, for the purpose of such handing over certain parts of the Larger Property, the Larger Property will be further sub-divided and the net area of the Larger Property would undergo changes pursuant to such handing over. The Developer shall be solely entitled to the compensation receivable in lieu of such handover or surrender of the said Reservations and the Amenity Area with or without built amenity to the concerned authorities including any compensation by way of issuance of development potential by whatever named called including inter alia all Floor Space Index (hereinafter referred to as "**FSI**") and Transferable Development Rights (if permissible at any time hereafter) (hereinafter referred to as "**TDR**") under the applicable provisions of the DCPR.

G. The Developer has informed the Purchaser/s that, as per the said Reservation of Road setback (being a portion of the aforesaid total Road setback area), a Development Plan Road is proposed to pass through the Larger Property, thereby naturally dividing the Larger Property into 2 (two) separate portions of land viz. **(a)** the land admeasuring [_____] square meters or thereabouts (forming portion of the Larger Property) (hereinafter referred to as "**the First Phase Land**"), and **(b)** the land admeasuring [_____] square meters or thereabouts (forming remaining portion of the Larger Property) (hereinafter referred to as "**the Second Phase Land**"). The plan of the Larger Property showing the said Development Plan Road marked thereon, and thereby dividing the Larger Property into 2 (two) separate portions of land viz. the First Phase Land and the Second Phase Land (which are also marked on the said plan of the Larger Property) is annexed hereto and marked as **Annexure 'C'**.

H. The Developer is at an advanced stage of negotiations with the owners of the neighbouring plot of land adjoining the Larger Property (being portion of the First

Phase Land) and intends to acquire the neighbouring plot and/or acquire development rights in respect of the neighbouring plot and is desirous of amalgamating the neighbouring plot of land contiguous to the Larger Property (being portion of the First Phase Land), a tentative layout thereof (which is subject to further revisions therein as the Developer may require or as may be required to be done therein in accordance with the applicable law from time to time) has been prepared by the Developer (hereinafter referred to as “**the Tentative Layout**”) including inter alia the neighbouring plot of land being a parcel of land admeasuring approximately [_____] square meters or thereabouts (hereinafter referred to as “**the Additional Land**”) and accordingly the area of the Larger Property (presently admeasuring 27,633.53 square meters as aforesaid) shall be increased by the area of the Additional Land (admeasuring approximately [_____] square meters). On completion of purchase/acquisition of the development rights of the Additional Land, the Developer will be entitled to consume certain further FSI in the course of construction of the buildings to be constructed on the Larger Property. In the event of addition of the Additional Land as aforesaid all references of the Larger Property shall be deemed to mean references to the Larger Property as well as such Additional Land. The Tentative Layout prepared after taking into consideration the Additional Land and development thereon by the Developer is annexed hereto and marked as **Annexure ‘D’**.

- I. The Developer has presently proposed to redevelop the Larger Property in phased manner and accordingly has proposed to put up construction of the buildings on the Larger Property by demolition of the structures standing thereon in 2 (two) phases, in the following manner:
 - i. **First Phase** – By putting up construction of the Building No.1 (comprising of Rehab Wings and Sale Wings, as elaborated hereinafter), on a portion of the Larger Property being the First Phase Land, by demolishing the slum structures thereon, as shown as marked on the plan (in respect of the First Phase Land) annexed hereto and marked as **Annexure ‘E’**; and
 - ii. **Second Phase** - By putting up construction of Rehab Building No.2 (comprising of Rehab Wings and Sale Wings, as elaborated hereinafter) on remaining portion of the Larger Property being the Second Phase Land, by

demolishing the slum structures presently standing thereon, as shown as marked on the plan (in respect of the Second Phase Land) annexed hereto and marked as **Annexure 'F'**.

- J. On the basis of the application to the SRA, the SRA has issued a Letter of Intent dated 11th February, 2022 bearing no. SRA/ENG/2528/S/ML & PL/LOI, for approval of scheme of redevelopment of the Larger Property. Annexed hereto and marked as **Annexure 'G'**.
- K. For the redevelopment of the Larger Property (by implementing the slum rehabilitation scheme thereon) in phased manner as set out hereinabove, the Developer has presently proposed to construct 2 (two) buildings viz. Building No.1 and the Rehab Building No.2 (as per the existing approvals) on the Larger Property in the following manner:
- i. **Building No.1 (on the First Phase Land) to be constructed in the First Phase:**
 - a. comprising of Rehab Wings viz. Wings [_____] (being the rehab component to be provided to the SRA for rehabilitation of the Slum Dwellers) (hereinafter collectively referred to as “**the Rehab Building**”), to be constructed on a portion of the First Phase Land admeasuring [_____] square meters or thereabouts, as shown as marked on the plan annexed hereto and marked as **Annexure 'H'** (hereinafter referred to as “**the Rehab Plot**”); and
 - b. comprising of Sale Wings viz. Wings [_____] (being the sale component available to the Developer for sale and transfer to third party) (hereinafter collectively referred to as “**the Sale Building**”), to be constructed on a portion of the First Phase Land admeasuring [_____] square meters or thereabouts, as more particularly described in the **Second Schedule** hereunder written and is shown as marked in hatched lines on the plan annexed hereto and marked as **Annexure 'I'** (hereinafter referred to as “**the Sale Plot**”). The said Building No. 1 to be constructed on the First Phase Land comprising of the Rehab Building and the Sale Building are hereinafter collectively referred to as “**the First Phase**”.

Buildings”.

ii. Rehab Building No. 2 (on the Second Phase Land) to be constructed in the Second Phase:

- a. comprising of Rehab Wings viz. Wings [_____] (being the rehab component to be provided to the SRA for rehabilitation of the Slum Dwellers) (hereinafter collectively referred to as “**the Second Phase Rehab Building**”), to be constructed on a portion of the Second Phase Land; and
- b. comprising of Sale Wings viz. Wings [_____] (being the sale component available to the Developer for sale and transfer to third party) (hereinafter collectively referred to as “**the Second Phase Sale Building**”), to be constructed on a portion of the Second Phase Land. The said Rehab Building No. 2 to be constructed on the Second Phase Land comprising of the Second Phase Rehab Building and the Second Phase Sale Building are hereinafter collectively referred to as “**the Second Phase Buildings**”. The First Phase Buildings and the Second Phase Buildings are hereinafter collectively referred to as “**the Proposed Buildings**”.

L. The Developer, being desirous of putting up construction of the Proposed Buildings on the Larger Property, had inter alia submitted plans for approval to the SRA; and the SRA has thereupon approved such plans and has issued

- i. Intimation of Approval dated 13th July, 2022 bearing no. S/MCGM & PVT/0002/20110418/AP/R1 regarding the First Phase Buildings (being Composite Building No. 1) to be constructed on the First Phase Land. A copy of the said Intimation of Approval is annexed hereto and marked as **Annexure I**; and
- ii. Intimation of Approval dated 13th July, 2022 bearing no. S/MCGM & PVT/0002/20110418/AP/R2 regarding the Second Phase Buildings (being Rehab Building No. 2) to be constructed on the Second Phase Land. A copy of the said Intimation of Approval is annexed hereto and marked as

Annexure 'K'.

- M. Thereafter, the Developer had submitted amended plans in respect of the First Phase Buildings (viz. the Sale Building as well as the Rehab Building), for approval to the SRA; and the SRA has thereupon approved such amended plans vide its Letter dated 21st February, 2023 bearing no. S/MCGM & PVT/0002/20110418/AP/R1. Annexed hereto and marked as **Annexure 'L'** is a copy of the said Letter dated 21st February, 2023 issued by the SRA.
- N. The SRA has issued a Commencement Certificate dated [_____], 2024 bearing no. [_____]; and has thereby permitted the Developer to commence further construction of the Sale Building. A copy of the Commencement Certificate dated [_____], 2024 in respect of the Sale Building is annexed hereto and marked as **Annexure 'M'** hereto.
- O. The Developer has already commenced construction of the Rehab Building on the Rehab Plot as per various approvals and sanctions granted by the SRA from time to time; and the construction of the Rehab Building on the Rehab Plot is presently ongoing.
- P. In accordance with the approved plans and the plans to be approved hereafter, the Developer would be constructing the Sale Building on the Sale Plot being a portion of the First Phase Land which forms part of the Larger Property, comprising of Wings D and E and each of the said Wings comprising of 1 (one) level basement plus lower ground plus ground plus 1st to 30th upper floors. The Developer has informed the Purchaser/s and Purchaser/s is/are aware that, the Additional Land (as aforesaid) is adjoining the Sale Plot (being portion of the First Phase Land which is part of the Larger Property) and accordingly on amalgamation of the Additional Land with the Larger Property as aforesaid, the area of the Sale Plot (presently admeasuring [_____] square meters as aforesaid) shall be increased by the area of the Additional Land (admeasuring approximately [_____] square meters), and the Developer shall be constructing an additional Wing viz. Wing F comprising of [_____] level basement plus lower ground plus ground plus [_____] upper floors as part of the Sale Building (hereinafter referred to as **"the Additional Wing"**) on the Additional Land, and the Purchaser/s shall not object to the same. In the event

of addition of the Additional Land as aforesaid all references of the Sale Plot shall be deemed to mean references to the Sale Plot as well as such Additional Land and further in the event of addition of the Additional Land as aforesaid all reference of the Sale Building shall be deemed to mean references to all Wings therein viz. Wings D, E and F (as aforesaid). The plan shown the Sale Plot and the Sale Building marked thereon in the event of amalgamation of the Additional Land (as aforesaid) is annexed hereto and marked as **Annexure 'N'**. As regards the Sale Plot, it is clarified that the Sale Plot in the layout of the Larger Property, forms part of the First Property in respect whereof MDIL is the owner (as recited hereinabove).

Q. The construction of the Sale Building (as aforesaid), is hereinafter referred to as "**the said Project**". It is clarified that the term "**the Project**", wherever the same appears hereinafter, shall include without limitation, the entire project of construction and development on/of the Sale Plot (being part of the Larger Property) as proposed by the Developer, comprising of construction of the Sale Building, and other structures and the entire development of the Sale Plot, as envisaged by the Developer.

R. It is clarified that as per the approvals obtained by the Developer herein, only a part of the presently available development potential of the Larger Property is being utilised; and the Developer shall from time to time be making applications to the SRA (and other concerned authorities) for amendments to the already approved plans and for issuance of further Intimations of Disapproval/Approval and further Commencement Certificate/s or revalidations of the existing Commencement Certificate/s in accordance with amended plans in phases, such that the entire available development potential of the Larger Property is completely consumed in the course of construction of the Proposed Buildings on the Larger Property and accordingly, the plans for construction of the Proposed Buildings on the Larger Property are subject to further modifications, which are proposed to be carried out by the Developer in phases. It is further clarified that in the course of construction of the Proposed Buildings, the Developer intends to and shall be entitled to consume on the Larger Property maximum permissible development potential as per the provisions of the DCPR, including but not limited to the following:

- i. entire development potential available for consumption on the Larger

Property by way of FSI emanating from the Larger Property in the form of base land FSI, which can be consumed free of costs thereon;

- ii. entire development potential available for consumption on the Larger Property by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the BMC and SRA;
- iii. entire development potential available for consumption on the Larger Property by way of loading TDR (if permissible at any time hereafter) on the Larger Property, including in accordance with the applicable provisions of the DCPR;
- iv. entire development potential by way of FSI or TDR as may become available to the Developer for utilisation on the Larger Property by virtue of the Developer handing over or constructing any reserved areas (including inter alia the said Reservation and Amenity Area) forming part of the Larger Property to the BMC or SRA or the Government of Maharashtra or to any other concerned authorities;
- v. entire development potential available for consumption on the Larger Property by acquiring compensatory fungible FSI in accordance with the applicable provisions of the DCPR; and
- vi. entire development potential available to the Developer under the provisions of Regulation 33(10) the DCPR including but not limited to additional FSI as may be available due to declaration of the Slum Dwellers (who are presently declared to be ineligible for rehabilitation) as eligible for rehabilitation under the slum rehabilitation policy or by addition of new slum dwellers who are presently or were occupying slum structures in the vicinity or at the periphery of the Larger Property, by virtue of their inclusion in the said scheme/project of redevelopment implemented by the Developer on the Larger Property.

S. In accordance with the existing building approvals and further amendments thereto as stated hereinafter, the Developer would be constructing the Sale Building viz. a new multistoried building presently proposed to be consisting of

Wings D and E and each of the said Wings comprising of 1 (one) level basement plus lower ground plus ground plus 1st to 30th upper floors, and Sale Building shall also contain further additional wings/floors (including inter alia the Additional Wing) as may be approved hereafter by the SRA/concerned authorities; to be known as “[_____]”. The premises in the Sale Building are presently proposed to be earmarked by the Developer for residential user. The Developer reserve the right to change the name of the Sale 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.

- T. It is possible that pursuant to further amendment/s to the plans, the Developer may construct the Sale Building in various phases and not in a single phase and may apply for and obtain part occupancy/occupation certificate/s in respect of each completed phase, as the case may be. In addition, due to the inclusion of other additional land (including the Additional Land) in the said Project of redevelopment implemented by the Developer as stated above and consequent increase in the permissible free sale component, the Developer may be constructing one or more additional building/s/wing/s/floor/s on the Sale Plot (including the Additional Wing) comprising of further permissible free sale component and the Purchaser/s shall not object to the same.
- U. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, [_____], registered with the Council of Architects under No. [_____] and have also appointed [_____] as Structural Engineer for preparing structural design and drawings and specifications of the Sale Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Sale Building unless otherwise changed by the Developer.
- V. The right and entitlement of the Developer to undertake the redevelopment of the Larger Property, in the manner aforesaid, has been certified by Mr. [_____] of [_____] the Advocate/Solicitors of the Developer, vide Legal Title Report dated [_____], 2024. A copy of the said Title Report is annexed hereto and marked as **Annexure 'O'**.

- W. The Developer has registered the said Project of development and construction on the Sale Plot (being part of the Larger Property viz. the First Phase) 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 ‘P’**. The Developer has informed the Purchaser/s that the Developer shall be registering project of construction of the Second Phase viz. the remainder of the Proposed Buildings to be constructed by the Developer in the layout of the Larger Property as separate and distinct real estate projects under the provisions of RERA.
- X. The Developer has informed the Purchaser/s that, by and under an Deed of Mortgage dated [_____] made and executed by the Developer, in favour of [_____] (hereinafter referred to as “**the Lender**”) and registered with the Sub-Registrar of Assurances at Kurla No. [__] under no. KRL[___]-[____]-2024 (hereinafter referred to as “**the Mortgage Deed**”), the Developer has created security in form of a mortgage in favour of the Lender in respect of the projects to be redeveloped on the Larger Property including interalia by way of first and exclusive charge by way of mortgage over the development rights held by the Developer in the manner as aforesaid as well as receivable and project proceeds as set out therein for securing certain loans/financial assistance that the Developer has availed of from the Lender.
- Y. The Purchaser/s has/have approached the Developer for acquiring a residential flat in the Sale Building, as per the details more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as “**the said Unit**”). The said Unit is shown as marked in red colour shades on the floor plan annexed hereto as **Annexure ‘Q’**. The said Unit forms a part of the free sale component on the Larger Property, which the Developer is entitled to sell to third parties under the terms of the existing building approvals and the Redevelopment Documents.
- Z. By and under a letter dated [_____] issued by the Lender to the Developer, the Lender has confirmed that it has no objection to the Developer agreeing to sell the said Unit in favour of the Purchaser/s, subject to the term and conditions set out

therein. Annexed hereto and marked as **Annexure 'R'** is a copy of the said letter dated [_____] issued by Lender.

- AA. The Purchaser/s has/have taken inspection of all the documents of title relating to the Larger Property, including copies of the existing building approvals and the approved plans for construction on the Larger Property; and all other documents referred to hereinabove and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer to undertake the development the Larger Property by construction of the Proposed Buildings thereon (including inter alia the Sale Building) and to enter into these presents.
- BB. The Purchaser/s has/have further satisfied himself/herself/themselves about the right of the Developer to sell/alienate various other premises in the Sale Building and other free sale component that may be constructed on the Larger Property hereafter, as stated above; and the Purchaser/s hereby confirm/s that the Purchaser/s shall not be entitled to raise any further requisitions or objections with regard thereto. The Purchaser/s hereby confirms that he/she/they has/have visited and inspected the Larger Property and has/have understood the entire Project and scheme of the development and construction undertaken and proposed by the Developer on the layout of the Larger Property (and the proposed additions/alterations/amendments thereto as aforesaid) the Purchaser/s shall hereafter not be entitled to raise any objections thereto.
- CC. The Purchaser/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority, orders and the Intimation of Approval, the Commencement Certificate and other existing building approvals and plans sanctioned by the SRA and other relevant documents and papers including inter alia the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**the RERA Rules**") as well as under the provisions (to the extent applicable) 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 the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as “the MOFA Rules”); 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 aforesaid and other relevant documents and papers pertaining to the Larger Property and the Project.

DD. In the circumstances and, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained; and 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 INTERPRETATION:

- 1.1 The Recitals, the Schedules and the Annexures to this Agreement shall be deemed to form an integral and operative part of this Agreement;
- 1.2 Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- 1.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 1.4 Any reference to Clause, Sub-Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Sub-Clause, Schedule or Annexure respectively of this Agreement;
- 1.5 Any reference to any enactment, statute, regulation is shall be deemed to mean reference to it, as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.6 Any reference to a statutory provision in a particular statute or legislation shall in case of repeal or re-enactment or amendment of such statute shall

be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the originally applicable statute or legislation; and

1.7 Words importing the singular shall include plural and vice versa.

2 DEVELOPER TO CONSTRUCT THE SALE BUILDING:

The Developer shall *inter alia* construct the Sale Building consisting of Wings D and E and each of the said Wings comprising of 1 (one) level basement plus lower ground plus ground plus 1st to 30th upper floors; and to comprise of such further/additional floors/additional wings (including the Additional Wing as aforesaid), as may be approved for construction hereafter, as recited above, on the Sale Plot, in accordance with the plans, designs, specifications approved by the SRA, BMC and any other concerned local authority and which may further be approved by the concerned local authorities (and which sanctioned plans as well as proposed plans have been seen and approved by the Purchaser/s) with only such variations therein as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

3 TRANSACTION:

3.1 In consideration of the aggregate sum as mentioned in **Annexure 'S'** hereto (hereinafter referred to as "**the Purchase Price**"), agreed to be paid by the Purchaser/s to the Developer in the manner set out in **Annexure 'S'** hereto, the Developer hereby agrees to sell to and in favour of the Purchaser/s and the Purchaser/s hereby agree/s to purchase and acquire from the Developer, the said Unit as more particularly described in the *Third Schedule* hereunder in the Sale Building being constructed on the Sale Plot, 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 in **Part A** and **Part B** respectively of the *Fourth Schedule* hereunder written (all of which aforesaid rights and

entitlements of the Developer 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 Developer (by e-mail or by registered post) to the Purchaser/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'S' hereto. The Developer 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 Developer by way of Goods and Services Taxes and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer) 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 payable by the Developer to the SRA or 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 Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.
- 3.5 The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser 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 Developer. 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 'S' 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 'S' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'S' 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 instalments of the Purchase Price (as per Annexure 'S' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.

4 DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties that:

- 4.1 Time for making the payments of the installments of the Purchase Price, as mentioned in Annexure 'S' 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 terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s; and in the event of the Developer so terminating this Agreement, the Developer shall be entitled to forfeit [10% (Ten Percent)]¹ of the amount of the total Purchase Price as receivable by the Developer from the Purchaser/s hereunder; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Unit and the Developer's rights therein, in any manner as the Developer in their sole

discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation.

4.2 A termination letter issued by the Developer 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 Developer in any manner whatsoever and howsoever arising. The refund, pursuant to the termination as provided in Clause [4], shall be made (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Unit to a third party; or completion of the construction of the entire Sale Building, whichever is earlier. The amount of refund, in such an event, shall further be after deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder, (as may be payable by the Purchaser/s, up to the date of termination) as well as the costs incurred by the Developer in finding a new willing acquirer/transferee/purchaser, who may acquire the said Unit (including brokerage charges as may be incurred by the Developer in that behalf).

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 Developer /its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination of this Agreement by the Developer **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination, as provided under this Clause [4], unless and until the Purchaser/s committing 3 (three) defaults in making payments of the installments as mentioned in Annexure 'S' **PROVIDED FURTHER THAT** a

notice of 15 (Fifteen) days, demanding payment of the due installment is given to the Purchaser/s; and even thereafter, if the Purchaser/s fail/s to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid entitlement of the Developer, the Developer in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement 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 Developer from the Purchaser/s, the Developer 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 the amount of the said Taxes (*as defined hereinafter*) as are payable by the Purchaser/s to the Developer, as per the provisions of Clause [21] hereof; and thereafter towards the principal amount of the delayed payment.

5 DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

- 5.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the SRA and any other concerned local authority at the time of sanctioning the plans or thereafter and that the Developer shall before handing over possession of the said Unit to the Purchaser/s, obtain from the SRA or BMC or the other concerned local authority an occupancy certificate or completion certificate or part occupancy certificate in respect of the said Unit.
- 5.2 The Developer hereby declares that no part of the FSI available for consumption on the Larger Property has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Developer elsewhere, then the Developer shall furnish to the

Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI as available at present, may increase or decrease hereafter, for various reasons, including *inter alia* as set out in the Recitals of this Agreement.

6 DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 6.1 The design of the said Unit is subject to amendments and changes as may be stipulated by the SRA, BMC any other local or planning authority, Government and as per the requirements of the Developer.
- 6.2 The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Sale Building, in accordance with the existing building approvals or such other plans as may be approved by the SRA hereafter, with such additions and alterations therein (vertical or horizontal) as the Developer may in its sole and absolute discretion deem fit and proper and/or as may be made by the Developer for the purpose of applying for and/or obtaining the approval or sanction of the SRA or any other concerned planning authorities in that behalf as well as for the approval or sanction relating thereto **PROVIDED 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 Limits, 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; 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**”).
- 6.3 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 Developer 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 Developer 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 Developer along with the next due installment of the Purchase Price or at the time of the Developer 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 Developer to the Purchaser/s (due to reduction in the carpet area as aforesaid) then the Developer 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 Developer's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Developer, without requiring any prior consent from the Purchaser/s.

7 DESCRIPTION OF INTERNAL AMENITIES:

- 7.1 It is expressly agreed that the said Unit shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'T'** hereto (hereinafter referred to as the "**said Internal Amenities**") and the Purchaser/ s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit.
- 7.2 It is specifically agreed between the Parties that the Developer shall have the right to change/substitute the said Internal Amenities 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 Developer. If any change as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Unit on the specified date. The Developer shall however make reasonable endeavours to ensure that such substitutes and/or alternatives are similar

to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible.

- 7.3 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. It is further agreed by and between the Parties hereto that in respect of the said Internal Amenities Developer may in its discretion provide to the Purchaser/s an option to avail additional internal amenities and/or carry out internal changes.
- 7.4 In the event, if the Purchaser/s decide/s to avail any additional internal amenities (over and above the Internal Amenities as mentioned in Annexure 'T' hereto) and/or requires the Developer to carry out internal changes in the said Unit, the Purchaser/s shall pay to the Developer such further amounts for the same as may be mutually decided between the Parties. Such sum shall be over and above the Purchase Price and other amounts payable by the Purchaser/s to the Developer hereunder.
- 7.5 It is further clarified that the said Internal Amenities are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the said Internal Amenities may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the said Internal Amenities is handed over by the Developer to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Amenities, the Purchaser/s shall not hold the Developer 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 Amenities (if applicable). Accordingly, the defect liability obligation of the Developer as set out in the first proviso to Clause [19.6] hereof shall not be applicable to the Internal Amenities and the same shall pertain only to the construction of the Sale Building.

8 PURCHASER'S/S' SATISFACTION ON TITLE:

- 8.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove; and has/have fully satisfied himself/herself/themselves about the title of the Developer to the Larger Property, as well as the entitlement of the Developer to develop the Larger Property in the manner set out in this Agreement; and to construct/develop the Project including the construction of the Sale Building on the Larger Property and to enter into this Agreement; and the Purchaser/s shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.
- 8.2 The Purchaser/s has/have also taken inspection of the existing building approvals, including *inter alia* the permissions, sanctions, orders and approved plans and undertakings given by the Developer to the SRA, the BMC and other concerned authorities as recited in this Agreement, and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and the RERA Rules and under the provisions of MOFA and the MOFA Rules; 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 aforesaid and other relevant documents and papers.
- 8.3 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 Developer from the SRA and other concerned authorities and also the conditions of the undertakings given by the Developer to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the Sale Building is completed; and the Purchaser/s has/have agreed to abide

by and comply with such continuing conditions and obligations, after being put in possession of the said Unit.

- 8.4 The Developer has informed the Purchaser/s herein and the Purchaser/s is/are specifically made aware that for the purpose of construction of the the Proposed Buildings, the Developer has availed of a loan/financial assistance from Lender in the manner as set out in Recital [X].

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

- 9.1 The Developer 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 Developer for construction on the Larger Property as recited above or due to any other factual changes in the matter of development/construction on the Larger Property) with various parties, who may agree to take and acquire premises in the Sale Building or the Proposed Buildings or the additional structure/s to be constructed on the Larger Property on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Developer, with a view that ultimately the purchasers/occupants of the various premises in the Sale Building shall form themselves a co-operative housing society or a condominium of apartment owners or a limited company 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 17 of RERA and Rule 9 of the RERA Rules as well as under the provisions (to the extent applicable) of Section 10 of MOFA and the applicable provisions of MOFA Rules.

- 9.2 The Purchaser/s at his/her own costs along with the other premises holders in the Sale Building and additional structure/s (including the Additional Wing) to be constructed on the Sale Plot (including the Additional Land if amalgamated), if any, shall co-operate with the Developer 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 as may be necessary for the formation and the registration of the Proposed Legal Entity and for becoming member/s thereof, including the bye-laws or other charter documents and shall duly fill in sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser/s so as to enable Developer to Register the organization of the Purchaser/s under the applicable provisions of RERA, RERA Rules, MOFA and the MOFA Rules.

10 RIGHTS OF THE DEVELOPER PURSUANT TO FORMATION OF THE PROPOSED LEGAL ENTITY:

10.1 In the event of the Proposed Legal Entity being formed, and registered before the sale and disposal by the Developer of all the premises/units in the Sale Building, the same shall not in any manner affect the rights of the Developer to sell/dispose off/transfer/mortgage the unsold premises/units and the rights of the Developer in relation to the Sale Plot/the Larger Property as well as any premises in the Sale Building (including the Additional Wing) (whether sold or agreed to be sold or not) wherein or in respect whereof, the Developer 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 Developer 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 Developer, in respect of all the matters concerning the Sale Building and in particular, the Developer 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 Sale Building, wherein or in respect whereof, the Developer 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 Developer 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 Developer dealing with or disposing of all the premises constructed in the Sale Building, then and in such an event at the discretion of the Developer, the Developer itself or any allottee or transferee of the Developer in respect of any premises or nominee of the Developer 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 allottee/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 Developer is admitted (at the option of the Developer) as a member of the Proposed Legal Entity as aforesaid in respect of the unsold units, the rights of the Developer 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 Developer 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.

11 TRANSFER OF TITLE:

11.1 Pursuant to completion of the entire development and construction of the Larger Property viz. once construction of the entire Sale Building and any additional floors/wings/structures (including the Additional Wing) as recited above, is completed; and the after the Proposed Legal Entity is formed and registered and after the Developer has consumed and utilised the full available development potential of the Larger Property or otherwise at such time as may be required under the applicable provisions of law, the Developer 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, take steps to cause MDIL to

convey and transfer MDIL's title to a portion of the Sale Plot or the land underneath or appurtenant to the Sale Building out of the Larger Property (after sub-division) (as the Sale Plot in the layout of the Larger Property, forms part of the First Property in respect whereof MDIL is the owner (as recited hereinabove)) to and in favour of the Proposed Legal Entity and the Developer shall convey the Sale Building to the Proposed Legal Entity (hereinafter referred to as "**the Proposed Conveyance**").

11.2 Since the Proposed Building is part of a Layout, the Promoter shall (subject to its right to dispose of the balance Units, if any) execute the conveyance of the structure of the Proposed building or wing of that building (excluding basements and podiums) as per the discretion of the Promoter, within one month from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the Purchasers is duly constituted or within three months from the date of issue of occupancy certificate, whichever is earlier.

11.3 The Purchaser/s agree/s and acknowledge/s that in the event if any premium or other amount/s (by whatever name called) is/are payable to any concerned authorities in the course of transfer of the Sale Plot and/or the Sale Building vide the Proposed Conveyance in favour of the Proposed Legal Entity, then the same shall be payable by the Proposed Legal Entity by calling in for contribution for the same from all its members (being the premises acquirer/s/holder/s in the Sale Building). Any stamp duty, registration expenses and other incidental expenses to be incurred with regard to the document of transfer of title in respect of the Sale Plot and/or the Sale Building viz. the Proposed Conveyance, shall also be similarly borne and paid by the Proposed Legal Entity.

12 INCIDENTAL RIGHTS OF THE DEVELOPER:

12.1 The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with **(i)** future rights in respect of the Larger Property; **(ii)** the balance development potential/rights in respect of the Larger Property (i.e. after

having utilized the FSI available for the construction of the Sale Building and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development and construction); **(iii)** various rights that may accrue to and over the Larger Property in the future including additional development potential as recited above; and **(iv)** the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the Larger Property (the rights referred to herein above are hereinafter collectively referred to as “**the Incidental Rights**”).

12.2 The Incidental Rights include the right of use of the Larger Property 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 Developer and/or its nominee/s may be entitled to, from time to time, at the Developer’s sole and absolute discretion. The Developer 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 Developer and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Developer and/or its nominee/s and/or person/s.

12.3 The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Sale Building and the façade of the Sale 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. It is clarified that

the Proposed Conveyance to be executed in accordance with the provisions of Clause 11 hereof shall be subject to the Incidental Rights of the Developer as specified in this Clause 12.

13 NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

13.1 As aforesaid, the Developer shall be constructing (and has already commenced construction of) the Sale Building and additional structures/wings/floors (including the Additional Wing) therein as stated above on the Sale Plot and shall also be constructing the Proposed Buildings on the Larger Property; 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.

13.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Sale Building, the Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective flats/units/premises for the exclusive use of the purchaser/s of such flats/units/premises (whether or not the same are approved as common areas). In the event if such terrace/s are approved as common areas, then such terrace/s shall be treated as limited common areas and shall be exclusively used by some of the flats/units/premises holders in the Sale Building. The Developer may, at its sole and absolute discretion, grant a license for exclusive use or maintenance in respect of the terrace/s to the purchaser/occupant of the units/premises that is abutting (or next to) the terrace. The terrace/s, if so permitted to be used by the Developer, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from the SRA and all other concerned planning authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer 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 Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

- 13.3 It is agreed between the Developer and the Purchaser/s that the Developer shall be entitled to undertake the development of the Larger Property in a phased manner, as the Developer may desire in its discretion. The Purchaser/s unequivocally consent/s and agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledge/s that certain hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.
- 13.4 As recited above, it is reasonably expected by the Developer that the FSI for consumption on the Larger Property may be increased, from what is presently approved as per the existing building approvals; and thereby the Developer will be able to construct further floors/wings as a part of the Sale Building, in addition to the presently approved floors/wings as recited above. The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the Sale Plot/Larger Property by increasing the number of floors/wings in the Sale Building or in any other manner whatsoever.
- 13.5 The Developer 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 Larger Property and/or additional storey/s in the Sale Building including *inter alia* as recited above and such additional building/s/structure/s/wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose of such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion.
- 13.6 The Developer shall be entitled to amend/alter/modify the layout plan of the Larger Property, as also construct additional building/s/structure/s/wing/s/storey/s on the Larger Property or any portion or portions thereof; and the Developer shall be entitled to dispose of the units/premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit

proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to and shall not object thereto and this Clause [13] shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause [13] shall operate as and shall be deemed to be the informed and free consent of the Purchaser/s in accordance with the provisions RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Sections 7 and 7A of MOFA.

13.7 It is further clarified that the Developer has laid the foundation of the Sale Building considering a load bearing capacity of ground/stilt floor plus [____] ([____]) upper floors. It is clarified that the Developer has not assured any floor-to-floor height to the Purchaser/s more than what is required to be maintained by the Developer as a minimum floor to floor height under the provisions of the DCPR and other applicable regulations.

14 PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

14.1 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, for acquiring the said Unit by offering the rights of the Purchaser/s hereby granted as a security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank in respect of the loan so availed of by the Purchaser/s.

14.2 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 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 Larger Property, the Sale Plot, the Sale Building or any one of them or any of the other units/premises in the Sale Building, and not against any other assets/rights of the Developer.

15 COMMON AREAS AND AMENITIES:

- 15.1 It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of units/premises in the Sale Building and the structures constructed on the Sale Plot, shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Sale Building and the structures constructed on the Sale Plot, 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 **Part A (limited common areas)** and **Part B (common areas)** of the *Fourth Schedule* hereunder written.
- 15.2 The Purchaser/s shall not claim use or entitlement to use any areas in the Sale Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the *Fourth Schedule*, subject to what is set out therein.
- 15.3 The Developer is presently contemplating to provide and may at its sole and absolute discretion (without being obliged to do so) provide certain common amenities and facilities in common for the entire layout (sale component only) of the Larger Property as set out in Part A and Part B of the ***Fifth Schedule*** hereunder written (hereinafter referred to as “**the Common Amenities**”), and it is expressly agreed that the Purchaser/s along with the other purchasers/occupants of units/premises in the Proposed Buildings and the structures constructed on the entire layout of the Larger Property (excluding the rehabilitation component), shall be proportionately entitled to use and enjoy such Common Amenities to be constructed on the Larger Property. It is clarified and the Developer has informed the Purchaser/s that the Developer proposes to construct and provide the Common Amenities as enlisted in Part A of the *Fifth Schedule* hereunder written along with or immediately after construction on the buildings in the First Phase; and that the Developer proposes to construct and provide the Common Amenities as enlisted in Part B of the *Fifth Schedule* hereunder written along with or immediately after construction on the buildings in the Second Phase.

However, in the event of any delay in construction/provision of any Common Amenities, the Purchaser/s shall not make and/or raise any claims against the Developer and further, the Purchaser/s shall not refuse to accept possession of the said Unit on the basis that any particular Common Amenity is not provided and/or that the same is not ready for use and/or that the construction thereof is not completed.

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

It is clarified that the right of the Purchaser/s is and shall remain restricted to the said Unit agreed to be sold to him/her/them by the Developer as per the floor plan annexed hereto as Annexure 'Q' and use and enjoyment of common areas 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 Larger Property and/or the Sale Plot and/or the Sale Building or any other space surrounding the Sale Building or any of them in any manner whatsoever.

17 NO CHANGE OF USER:

It is expressly agreed, by and between the Developer; and the Purchaser/s that the said Unit is sold to the Purchaser/s for use as a residential flat only; and the said Unit shall accordingly, be utilized by the Purchaser/s only for the purpose for which it is hereby agreed to be sold to the Purchaser/s; and the Purchaser/s shall not use the same for any other purpose/s whatsoever and howsoever arising. The Purchaser/s agree/s not to change the user of the said Unit; or apply to any authorities for obtaining approval of such change of user, without prior written consent in writing of the Developer.

18 PARKING SPACES:

18.1 For the effective management of parking spaces in the Sale Building and in order to avoid any later disputes, the Developer shall be entitled to; and the Purchaser/s hereby specifically authorise/s the Developer to carry out a tentative earmarking of parking spaces (in open, in the stilt, in the basement (if any), in podium (if any), mechanized parking system (if any)) of the Sale

Building for the exclusive use thereof, by certain acquirers of premises in the Sale Building depending on availability.

18.2 The Purchaser/s agree/s that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer 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 Developer so that the respective person/s in whose favour the Developer 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.

18.3 The Purchaser/s acknowledge/s and understand/s that though not presently planned by the Developer, due to amendments in the plans in the future, some of the car-parking spaces that may be provided for in the Sale Building, may be in the form of an automated mechanical stack, double stack with / without pit, triple stack with / without pit, mechanical pit or puzzle pit parking 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 Sale Building and which 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.

18.4 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 18. 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 18) shall be shared by the Purchaser/s with the allottee/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 allottee 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 Sale Building or the Sale Plot or the Larger Property. 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.

18.5 As per such earmarking done by the Developer, the holders/purchasers of the said Unit shall be entitled to exclusively use, occupy and enjoy the right to park [] ([]) vehicles in the designated parking spaces in the Sale Building. However, the location of such parking spaces shall be earmarked by the Developer at the time of completion of construction of the Sale Building and at the time of handover of possession of the said Unit to the Purchaser/s.

19 DATE OF POSSESSION OF THE SAID UNIT:

- 19.1 The Developer agrees to offer to hand over possession of the said Unit to the Purchaser/s in the Sale Building on or before 1st February, 2029, subject to any events of Force Majeure as per the provisions of Section 6 of RERA.
- 19.2 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause [19.1] and even after extension of the date of possession due to the events as stated in the preceding Sub-Clause Clause [19.1], if the Developer is unable to or fails to offer possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and only in such an event, the Purchaser/s shall at its own discretion be entitled either **(i)** to continue with the arrangement as recorded under this Agreement and receive a compensation in the form of liquidated damages from the Developer 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 Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause [19.1] hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative **(ii)** to give notice to the Developer, thereby terminating the Agreement, in which event, the Developer shall refund to the Purchaser/s the 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 Developer from the Purchaser/s hereunder together with interest at the Agreed Interest Rate from the date of receipt by the Developer 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 Developer 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 [19.2] 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.

19.3 The refund to be made by the Developer to the Purchaser/s pursuant to Clause [19.2] shall be made by the Developer to the Purchaser/s within a period of 90 (ninety) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause [19.2] hereof. In case of termination by the Purchaser/s as provided in Clause [19.2], upon the aforesaid payment/s being made by the Developer 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 Developer shall be at liberty to sell and dispose of 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 Developer may deem fit and proper, in the Developer'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 [19.2], in the event if the Developer finds a willing buyer/purchaser to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/purchaser but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

19.4 Save and except as provided in Clause 19.2 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 19.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.

19.5 Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses [19.2] to [19.4] hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Developer is unable to complete construction of the aforesaid Sale 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 Developer

will be to refund to the Purchaser/s the amounts 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 Developer from the Purchaser/s hereunder without any interest thereon and thereupon this Agreement shall ipso facto and automatically stand terminated.

- 19.6 The Purchaser/s shall take possession of the said Unit within 2 (Two) months of the Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation and the obligation of the Purchaser/s to bear and pay the maintenance charges as provided hereinafter shall commence from such offer of possession by the Developer (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 offer to hand over possession of the said Unit to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer, any defect in the said Unit with regard to the material used therein or any unauthorized change in the construction of the Sale Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer, reasonable compensation for such defect or change **PROVIDED FURTHER THAT** the defect liability of the Developer shall be restricted to the defect in the construction of the Sale Building only and shall not extend to the Internal Amenities.
- 19.7 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 (including the size thereof) and the Internal Amenities provided therein; and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect thereof, if the same are in accordance with this Agreement.
- 19.8 The Developer shall be liable and/or responsible to only provide such number of lifts in the Sale Building as per the minimum requirements under

the DCPR; and on provision of minimum lifts, the Developer 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 number of lifts is yet to be provided by the Developer in the Sale Building.

19.9 It is further clarified that at the time of offer of possession of the said Unit, certain facilities/amenities proposed to be provided in the Sale Building like murals, sculptures, fountains, lobby furniture, equipment as well as some or all of the Common Amenities may not be constructed or 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 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 5 (five) years for the Developer to provide additional facilities as specified in this Clause 19.9 and complete the Sale 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 Developer carrying out such work on the Sale Plot or in the Sale Building. The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'S' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

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

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

19.10.2 The Developer has received the occupation/occupancy certificate (or part occupation/occupancy certificate) from the SRA or other concerned authorities in relation to the said Unit.

19.11 After completion of construction of the Sale Building, the Developer 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 request of and at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and such permission may or may not be granted entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage the occupation/occupancy certificate or part occupation/occupancy certificate in respect of the Sale Building may not have been received by the Developer from the SRA 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 [19.11], 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 [19.11] 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 Developer from time to time. Under no circumstances, shall the Purchaser/s carry out any structural alterations of any nature whatsoever in or around the said Unit. The Purchaser/s acknowledge/s that Developer 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 [19.11].

19.12 The Purchaser/s has/have also agreed and hereby undertake/s 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 the fit-out guidelines (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the Sale Building), keep deposited with the Developer such sum as may be decided by the Developer at the relevant time, as and by way of an interest free refundable security deposit and which amount shall be refunded by the Developer 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 cause/s any damage or nuisance to the Sale Building or any common areas therein or in any adjoining the said Unit, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such interest free refundable 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 interest free refundable security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Developer to the Purchaser/s only upon completion of the entire fit-out or interior works in the said Unit by the Purchaser/s.

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

20 REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

20.1 Over and above the amounts of the Purchase Price, as set out in Annexure 'S' hereto and other amounts agreed to be paid by the Purchaser/s to the Developer as set out hereinabove, the Purchaser/s shall before taking

possession of the said Unit or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Flat or not), whichever is earlier pay to the Developer the following amounts:

- 20.1.1 A sum of Rs. 500/- towards acquiring the shares of the Proposed Legal Entity and entrance fee of Rs.100/- for the admission of the Purchaser/s to the Proposed Legal Entity as member/s thereof;
- 20.1.2 A sum of Rs. [_____] /- (Rupees [_____] Only) towards legal charges (Non-Refundable);
- 20.1.3 A sum of Rs. [_____] /- (Rupees [_____] Only) for formation and registration of to the Proposed Legal Entity;
- 20.1.4 A sum of Rs. [_____] /- (Rupees [_____] Only) towards charges for water meter and electric meter and costs of electric sub-station and cables (Non-Refundable);
- 20.1.5 A sum of Rs. [_____] /- (Rupees [_____] Only) as a deposit towards provisional maintenance charges for 12(Twelve) months in advance, commencing 7 (Seven) days after notice in writing is given by the Developer 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 in respect of the said Unit. After the completion of the initial 12 (Twelve) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges 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 till formation of the Proposed Legal Entity to the Developer and after formation of the Proposed Legal Entity, to the Proposed Legal Entity and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Interest Rate to the Developer for any

delay in payment of such outgoings.

- 20.2 The amount mentioned in Clause [20.1.5], without any interest and after deduction therefrom of all arrears of taxes, outgoings, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Developer to the Proposed Legal Entity upon management of the Sale Building being handed over to the Proposed Legal Entity. Save and except, for the amounts as mentioned Clause [20.1.5], the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s in respect of any other items mentioned in this Agreement.
- 20.3 The maintenance charges to be borne by the Purchaser/s as aforesaid would include *inter alia* the following:
- 20.3.1 The expenses of maintenance, repairing, redecorating, etc., of the main structures, common terrace and in particular the gutters and rain water pipes of the Sale Building, water pipes and electric wires in under or upon the Sale Building used by the premises / premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Sale Building and other common areas and Common Amenities as enjoyed by the premises purchasers in common as aforesaid and the boundary walls of the Sale Building, compounds etc.
- 20.3.2 The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, refuge area, common lights and other parts of the Sale Building used by the premises purchasers in common as aforesaid.
- 20.3.3 The cost of the salaries of certain workers like clerks, accountant, valet drivers and parking operators, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time / full time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.

- 20.3.4 The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Sale Building and of all other environment management facilities to be installed on the Sale Plot.
- 20.3.5 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units, water charges and other services charges.
- 20.3.6 The maintenance charges, cost, expenses and amounts required for maintenance of various Common Amenities.
- 20.3.7 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Sale Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, 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 and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), substation and D. G. Set (if applicable), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Sale Building.
- 20.3.8 The Purchasers through the Proposed Legal Entity shall be required to maintain the Developer's display board/logo at a location as may be determined by the Developer; and shall ensure that such display board/logo remains in good condition and is adequately illuminated at all times. The Proposed Legal Entity and/or the Purchaser/s shall not at any time remove such display

board/logo of the Developer. The maintenance of this display board shall be the responsibility of the Purchaser/s and the Proposed Legal Entity at all times. However, in the event that any repair or renovation is necessary for the said display board, the Purchaser/s and the Proposed Legal Entity shall permit the Developer or its authorised personnel to undertake the repairs/renovation at their own costs.

20.3.9 The above referred maintenance charges are only provisional and any additional expenses or charges shall be immediately paid by the Purchaser/s to the Developer, on demand, the above provisional maintenance does not include property and municipal tax (which shall be payable by the Purchaser/s in addition to the aforesaid amounts at actuals).

20.4 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 of the Proposed Legal Entity, it may take at least 12 (twelve) to 18 (eighteen) months for the Developer / the Proposed Legal Entity to work out and inform each of the premises occupants in the Sale Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period, the Developer / the Proposed Legal Entity is likely draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the Proposed Legal Entity a time period of 12 (twelve) to 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 Developer/ Proposed Legal Entity to work out the exact details of the maintenance charges payable by him/her/them.

20.5 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to the SRA or the 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 Sale Plot 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 Developer shall be entitled in its discretion (without being obliged) to make such payment of 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 Developer in proportion of the area of the said Unit to the total area of all the new premises being developed and constructed on the Sale Plot within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s.

- 20.6 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 Sale Building as per the supply received from such authorities. It is clarified that the Developer 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 Developer shall be to obtain the requisite connection from the water mains to the Sale Plot in accordance with the applicable rules and regulations of the BMC.

21 TAXES:

- 21.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'S' hereto, is exclusive of the 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 (hereinafter referred to as "**the said Taxes**"). The term "**said Taxes**", wherever the same appears hereafter shall be deemed to include the Goods and Services Tax and all other taxes (other than income tax) (by whatever name called and whether applicable now or in future) as may be applicable on the transaction of sale of premises by a Developer to any third party.

21.2 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 Developer 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 Developer 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 this Agreement for the sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer 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 Developer of any amounts paid by the Developer against the payment of the said Taxes, then and in such an event, the Developer shall, solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer 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 Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer 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.

21.3 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 Developer with regard to any the said Taxes, then the Developer 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 passing on the benefit of the tax set-off and tax credit to the Purchaser/s and taking into account and considering that the Developer shall be solely entitled to claim the and be entitled to the benefit of such tax set-off or tax credit.

21.4 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 the Developer, 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 Developer shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 21 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Developer shall in its discretion be entitled (without being obliged) to make such payment of 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 Developer within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s, failing which, the amount so paid by the Developer shall carry interest at the Agreed Interest Rate on and from the date on which the same was payable by the Purchaser/s until realisation thereof by the Developer.

21.5 All amounts towards the Purchase Price as payable by the Purchaser/s to the Developer, 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 there under, furnish to the Developer 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 Developer 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 BREACHES:

22.1 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 as aforesaid, for which the consequences as mentioned in Clause [4] hereof shall 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 Developer shall be entitled after giving 15 (fifteen) days' 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 terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the consequences of termination as set out in Clause [4] hereof shall apply.

22.2 The Developer 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 [22]. The residue balance amount after deducting amounts under Clause [22.1] hereinabove 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.

22.3 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 Developer /its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination.

23 ELEVATION OF THE SALE BUILDING:

The Purchaser/s shall neither alter, amend, modify etc., the elevation of the

said Unit or the Sale Building, whether on side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace, internal or external walls, etc. of the Sale Building and shall keep and maintain the above in the same form as the Developer 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 Sale Building, including fixing or changing or altering grills, ledges, windows, air conditioners, chajjas etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Developer that the Purchaser shall not hang clothes for drying or otherwise on the façade of the Sale 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 Sale Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Sale Building on the ground that the same are not visible from outside the Sale 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 Sale 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.

24 REPRESENTATIONS, WARRANTIES AND COVENANTS

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 Developer as follows:

- 24.1 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 to the Purchaser/s and to not do anything or suffer anything to be done in or to the Sale 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;

- 24.2 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 without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer are in any manner whatsoever prejudiced/ adversely affected;
- 24.3 Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the Sale Building and the concerned authorities;
- 24.4 To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Sale Building by any act of the Purchaser/s;
- 24.5 Not to claim any rights including any easements or other similar rights in to or upon any other part or portion of the Sale Plot / the Larger Property;
- 24.6 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 Sale 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 Sale Building. On account of negligence or default of the Purchaser/s 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 Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;
- 24.7 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 Developer to the Purchaser/s (usual wear and tear excepted);

- 24.8 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 Sale 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 Sale Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardsis or other structural members in the said Unit or the Sale Building without the prior written permission of the Developer and/or the Proposed Legal Entity (after formation);
- 24.9 Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the Sale Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- 24.10 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 on the other premises or any portion of the Sale Plot or the Larger Property;
- 24.11 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ 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;
- 24.12 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 Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up;
- 24.13 The Purchaser/s shall abide by, observe and perform and comply with all the rules, regulations and bye-laws or charter documents 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 Sale

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;

24.14 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.

24.15 The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Sale Plot /Sale 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 Purchaser/s being put in possession of the said Unit;

24.16 The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Sale Building in any manner whatsoever and not to cover the voids in any place in the Sale Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets;

24.17 The Purchaser/s and/or his/her/their staff, employees, servants, agents, etc. shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins provided in the common areas of the Sale Building and/or 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 occupants of the building in the jurisdiction of BMC. The Purchaser/s shall at all times co-operate with the Developer for adoption of

any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Developer from time to time;

24.18 The Purchaser/s shall not permit any of his/her/their staff, employees, 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 Sale Building;

24.19 The Purchaser/s shall ensure that all the 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 Developer or by any concerned authorities from time to time;

24.20 The Developer shall provide to the Purchaser/s a municipal water connection in respect of the said Unit. The Developer shall not be held liable or responsible in any respects 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;

24.21 The Purchaser/s is/are also aware that the Developer has paid to SRA and other concerned authorities, various premiums towards construction of the staircase, lift lobby, passages, and other areas free of FSI and the Purchaser/s shall not raise any objection with regard thereto;

24.22 The Purchaser/s is/are aware and hereby expressly agrees that the Developer will be developing the Larger Property and will be constructing buildings thereon in the manner as the Developer may deem fit and proper. The Purchaser/s shall not take any objection to such construction/development either on the ground of nuisance, annoyance and/or any other grounds of any nature whatsoever and/or shall not cause any impediment to the full, free and uninterrupted development of the Larger Property by creating hindrances or filing any complaints or legal proceedings before any authorities seeking the stalling of such development/construction. The Purchaser/s shall not directly or indirectly

do anything to prevent the Developer or any of their nominee/s or transferees from developing and/or carrying out construction of new buildings on any part of the Larger Property;

24.23 As may be required by the Adani Electricity Mumbai Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorised electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the Larger Property for supplying electricity to the building/s on the Larger Property and/or any part thereof and/or to the buildings constructed in the vicinity of the Larger Property; and the Purchaser/s hereby grant/s his/her/their irrevocable consent to the Developer for the same. The Developer may be required to and if so required, the Developer shall execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Purchaser/s shall not raise any objection and/or obstruction to the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The Proposed Conveyance shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider;

24.24 The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the Sale Building including the condoning of open space deficiencies in the course of construction of the Sale Building; and 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 adjoining plots;

24.25 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 Developer and the undertakings given by the

Developer to the SRA and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Sale Building is completed and after the management of the Sale Building is handed over to Proposed Legal Entity and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations;

24.26 The Purchaser/s is/are aware that the Developer intends to provide superior quality of services and facilities for the residents of the Sale Building and for such purpose, the Developer may appoint a professional Facility Management Company (hereinafter referred to as “**the FMC**”) for the maintenance of the Sale Building and the common areas in the Sale Plot and Common Amenities. The Purchaser/s along with the other purchaser/s of the premises in the Sale Building and other structures on the Sale Plot shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed between the Developer and the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers/holders of the premises in the Sale Building. These common costs shall be shared by all such purchaser/s on pro-rata basis determined by the Developer, which determination shall be binding on the Purchaser/s;

24.27 The Purchaser/s agrees and undertakes to cause the Proposed Legal Entity to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser/s along with the other Purchaser/s in the Sale Building shall undertake and cause the Proposed Legal Entity to ratify the appointment of the FMC as aforesaid;

24.28 The Purchaser/s is/are aware that the Developer is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer does not warrant or guarantee the use, performance or otherwise of these services provided by the FMC. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the FMC;

- 24.29 The Purchaser/s shall not object to the Developer applying for and obtaining part occupancy certificates from the SRA or the BMC in relation to any part of the Sale Building for the purpose of granting occupation to certain premises acquirers in the Sale Building;
- 24.30 As a part of a marketing exercise or otherwise in the event if the Developer is required under law, the Developer may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the units (jointly and/or severally) along with their occupation and also use their photographs to such third parties as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto;
- 24.31 The Developer may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Sale Building and the name of the Sale Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Proposed Legal Entity shall not object thereto;
- 24.32 The Purchaser/s is/are further made aware that the Developer is engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai, and during the construction of the Sale Building and after completion thereof, the Developer may desire to show the Sale 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 Developer including inter alia occupants of building/s, which the Developer is redeveloping or is proposing to redevelop and accordingly, the Developer may arrange for site visits to the Sale Plot and the Sale Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies podium, and other areas in the Sale 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;

- 24.33 It is clarified that the rights of the Developer as specified in Clauses 24.30, 24.31 and 24.32 above are permanent rights granted to the Developer by the Purchaser/s and the Developer shall not be liable to make payment of any compensation to the Purchaser/s and/or the Proposed Legal Entity in relation to exercise of such rights;
- 24.34 The Purchaser/s hereby acknowledge/s that the Developer has paid and shall be paying various amounts to the concerned authorities including inter alia the SRA and/or the 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 Sale Building is completed or not), the Developer 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; and
- 24.35 The Purchaser/s has/have also read and understood the contents of all documents, approvals, plans (including amendments thereto), mentioned in respect of the said Project including inter alia documents available on the website of the Maharashtra Real Estate Regulatory Authority in respect of the Project and are completely satisfied with the contents thereof, and the Purchaser/s hereby confirms/s and acknowledge/s the contents thereof. In any event, if any further no-objections, permissions, writings, consents or confirmations are required by the Developer for the said purpose, then the Purchaser/s shall promptly and without any demur or delay issue all requisite no-objections, permissions, consents or confirmations that the Developer may require for confirming and acknowledging the disclosures made to the Purchaser/s in such documents, approvals, plans (including amendments thereto).

25 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 Developer has agreed to and is executing this

Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer 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 Developer, 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 Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.

26 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 and inform the Developer 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 Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

27 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 person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer 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.

28 COMPLIANCE OF FOREIGN EXCHANGE AND REMITTANCE LAWS

28.1 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 immovable property 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 Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.

28.2 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 set out in this Clause 28 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 Developer fully indemnified and harmless in this regard and agree/s that the Developer shall accept no responsibility for the same.

28.3 The Purchaser/s further undertake/s to intimate the Developer 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.

28.4 It is hereby agreed between the Parties that the Developer 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.

29 MISCELLANEOUS:

29.1 **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 Developer may require, for safe guarding the interest of the Developer to the Sale Building and/or the premises therein.

29.2 **Name of the Sale Building:** The name of the Sale Building shall at all times remain as “[_____]”, unless changed by the Developer and the same shall not be changed (even after formation of the Proposed Legal Entity) without the prior written permission or approval of the Developer. The Developer shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the Sale Building or otherwise in the Sale Plot, placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Sale Building is being constructed and/or developed (during construction) or that the Sale Building has been constructed and/or developed (after construction) by the Developer.

29.3 **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 Acknowledgement Due (“**RPAD**”) or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer as stated hereunder or hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer:

29.3.1 Developer

Email ID : [_____]

Address : [_____]

Contact no. : [_____]

29.3.2 **Purchaser/s**

Email ID : [_____]

Address : [_____]

Contact no. : [_____]

29.4 **Income Tax PAN:** The Parties are setting out hereunder their respective Income Tax Permanent Account Numbers:

29.4.1 Developer : [_____]

29.4.2 Purchaser/s : [_____]

29.5 **TDS:** all amounts towards the Purchase Price as payable by the Purchaser/s to the Developer in accordance with *Annexure 'S'* hereof, shall be made 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 there under, furnish to the Developer 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 Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

29.6 **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 immovable property viz. the said Unit 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.

29.7 **Lien and Charge of the Developer:** Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by

Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.

29.8 **Dispute Resolution:**

29.8.1 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.

29.9 **Jurisdiction:** Subject to what is provided in Clause [29.8] 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.

29.10 **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 Larger Property and/or the Sale Plot and/or the Sale Building and/or otherwise howsoever against the Developer, 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 Larger Property and/or Sale Plot and/or the Sale Building.

29.11 **No Waiver:** Any delay or indulgence shown by the Developer 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 Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

29.12 **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.

29.13 **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supercedes:

29.13.1 All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Purchaser/s and Developer prior to the date of execution of this Agreement, pertaining to the subject matter hereof;

29.13.2 All representations, warranties, commitments, etc. made by the Developer in any documents, brochures, hoarding, advertisements, pamphlets, statements on the Developer's website/s, model/s of the Sale Building, etc. and/or through on any other medium;

29.13.3 The Developer shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Developer under this Agreement; and

29.13.4 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.

29.14 **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, Sub-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 Larger Property)

All that piece and parcel of land admeasuring 27,633.53 square meters or thereabouts bearing CTS nos. 200(pt), 214, 214/1 to 2, 215, 215/1 to 2, 216, 216/1 to 117, 217, 217/1 to 122 all of Village Kanjur, Taluka Kurla, Mumbai Suburban District, lying, being and situate at Jamil Nagar, Bhandup (West), Mumbai 400 078 shown as marked in hatched lines on the Plan hereto annexed as Annexure 'A' and which land is bounded as follows:

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Sale Plot)

All that piece and parcel of land and ground admeasuring [____] square meters or thereabouts (the area of the Sale Plot to be finally ascertained upon addition of the Additional Land in the Larger Property (if amalgamated) and subdivision of the Larger Property) and forming part of the Larger Property more particularly described in the *First Schedule* hereinabove written and shown as marked in hatched lines on the plan annexed hereto and marked as Annexure 'I' and bounded as follows;

On or towards North by : [_____]

On or towards South by : [_____]

On or towards East by : [_____]

On or towards West by : [_____]

THE THIRD SCHEDULE ABOVE REFERRED TO

The Unit (viz. residential flat) bearing no. [_____], on the [_____] floor in the [_____] Wing 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) in the Sale Building to be constructed on a portion of the Sale Plot more particularly described in the *Second 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).

THE FOURTH SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

PART A - LIMITED COMMON AREAS

- Staircases, landing and 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 18 hereof.

PART B - COMMON AREAS

- Main entrance lobby of the Wing of the Sale Building.
- Common terraces over the topmost habitable floor (all terraces on the other habitable floors, if approved and provided will not be included in common areas and may be designated as limited common areas).

- Underground water tank and overhead water tanks, water pipes and water meters, water pumps.
- Electric common board, all common wiring and common switches.
- Common lights in staircases and landings.
- Storm water drains.
- Compound Wall.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Common Amenities

Part -A

Common Amenities Proposed to be constructed/provided in the First Phase

- Gymnasium:-
- Indoor games area;
- Office for the Proposed Legal Entity

PART -B

Common Amenities Proposed to be constructed/provided in the Second Phase

- Steam Area
- Outdoor kids play area; and
- Banquet Hall.
- Swimming Pool
- Club House

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 **Developer**)

Anirdesh Developers Private Limited)

through the hands of its Authorized Signatory)

Mr. [_____])

in presence of)

1.)

2.)

SIGNED AND DELIVERED)

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

[_____])

in the presence of)

1.)

2.)

Annexure 'S'

DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The Purchase Price payable by the Purchaser/s to the Developer 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 Developer in the following manner:

Sr. No.	Payments to be made in the following manner	Percentage of Amount to be paid
1	Earnest Money	

2	Within 15 days from booking (Own Contribution) (Minus Earnest Money Paid) & Execution of Agreement for Sale	10%
3	On Start of Excavation	10%
4	On Completion of Lower Ground	10%
5	On Completion of Upper Ground/ Plinth	10%
6	On Initiation of 1 st floor Slab	3%
7	On Initiation of 3 rd floor Slab	3%
8	On Initiation of 5 th Floor Slab	3%
9	On Initiation of 7 th Slab	3%
10	On Initiation of 9 th Slab	3%
11	On Initiation of 11 th Slab	3%
12	On Initiation of 13 th Slab	3%
13	On Initiation of 15 th Slab	3%
14	On Initiation of 17 th Slab	3%
15	On Initiation of 19 th Slab	3%
16	On Initiation of 21 st Slab	3%
17	On Initiation of 23 rd Slab	3%
18	On Initiation of 25 th Slab	3%
19	On Initiation of 27 th Slab	3%
20	On Initiation of 29 th Slab	3%
21	On Initiation of 30 th Slab	3%
22	On Initiation of Block work & internal plaster	3%

23	On Initiation of External plaster & finishing	4%
24	On offer of Possession & Handover with OC	5%
	TOTAL	100%

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