

## **AGREEMENT FOR SALE**

**This Agreement** is made at Thane on this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_;

**Between**

**ACME HOUSING INDIA PRIVATE LIMITED**, (By virtue of order dated 30<sup>th</sup> March, 2017 passed by the National Law Tribunal- Mumbai Bench, under the scheme of amalgamation in Transferred Company Petition No. 313 of 2017 (Company Scheme Petition No. 838 of 2016), Ascent Construction Private Limited (**ACPL-“the then Owner”**) has been merged with Acme Housing India Private Limited), a Company incorporated under the Companies Act, 1956 having its registered office at Building 10, 5th Floor, Solitaire Corporate Park, Guru Hargovindji Road, Andheri (E), Mumbai – 400093 hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part;**

**And**

\_\_\_\_\_

\_\_\_\_\_

residing / having address at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and assessed to Income Tax under Permanent Account Number (PAN)

\_\_\_\_\_

respectively hereinafter referred to as "**the Allottee(s)/Purchaser(s)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of

them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

The Allottee(s)/Purchaser(s) and the Promoter are hereinafter collectively referred to as the **“Parties”** and each a **“Party”**.

**WHEREAS:**

- (a) By a Conveyance dated December 30, 2007 and registered with the Sub Registrar of Assurances under Serial No.TNN5-01639 of 2008 and made between Shah Malleable Castings Ltd (as the Vendors therein) and the then Owner (as the Purchasers therein), Shah Malleable Castings Ltd sold, conveyed and transferred unto the then Owner all that piece of land situate, lying and being at Village Chitalsar Manpada, District Thane, in the Registration District Thane bearing Survey No.46, Hissa No. 2/1 and 6 and Gat No.61/1/1,2,3,4, admeasuring about 46,400 sq. mtrs. or thereabouts bearing Survey No. 46, Hissa No.5 and Gat No.61/2/1,2,3 admeasuring about 8,100 sq. mtrs aggregating to 54,500 Sq. Mts. or thereabouts and more particularly described in the **“FIRST SCHEDULE”** hereunder written (hereinafter referred to as **“the Larger Property”**) for the consideration and on the terms and conditions therein contained;
- (b) The Larger Property is subject to the following reservations under the Development Plan of City of Thane:-
- (i) A portion of the Larger Property admeasuring 2,390 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as **1A** in the Plan annexed hereto and marked **Annexure- “1”** is reserved for Municipal Market, Welfare Centre and Amenity Open Space and the same is handed over to **TMC** (Thane Municipal Corporation);
  - (ii) A portion of the Larger Property admeasuring 4900 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as **1B** in the Plan annexed hereto and marked **Annexure - “1”** is reserved for 20 meter Development Plan Road and the same is handed over to TMC;
  - (iii) A portion of the Larger Property admeasuring 910.00 square meters or thereabouts hatched in \_\_\_\_\_ colour and

identified as **1C** in the plan annexed hereto and marked Annexure “1” is reserved for 10 meters Development Plan Road;

The abovementioned reservations are hereinafter collectively referred to as “**the D.P. Reservations**”)

- (c) The Promoter is also not in possession of a portion of the Larger Property admeasuring 2,166.80 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as “**1D**” in the plan annexed hereto and marked Annexure “1” (hereinafter referred to as “**the Disputed Area**”). The Promoter has initiated legal action in relation to the Disputed Area;
- (d) Accordingly, the Promoter is entitled to develop an area admeasuring 44,133.20 square meters (hereinafter referred to as “**the Property**”).
- (e) The Promoter proposed to develop the Larger Property under the MMRDA Rental Housing Scheme pursuant to Order No.TPS-1208/MMR/CR-393/08/UD-12 of the Government of Maharashtra, Urban Development Department modifying the Development Control Regulations for the Municipal Corporations of Thane, Kalyan-Dombivali, Mira Bhayander, Bhiwandi-Nizampur and Special Planning Authority areas at Vasai-Virar sub- region and Ambernath, Kulgaon, Badlapur & surrounding notified area and the Municipal Council of Panvel i.e. under the Rental Housing Scheme of Mumbai Metropolitan Region Development Authority (“**MMRDA**”) (“**the MMRDA Rental Housing Scheme**”). Under the MMRDA Rental Housing Scheme, the Promoter got plans approved for Six buildings (hereinafter referred to as “**MMRDA Rental Units**”) comprising of ground/stilt and 22 to 25 upper floors to be constructed on a portion of the Larger Property admeasuring 11033.30 square meters or thereabouts delineated in \_\_\_\_\_ boundary line on the Plan annexed hereto as **Annexure “2”** (hereinafter referred to as “**MMRDA Rental Land**”);
- (f) After excluding the D.P. Reservations, the Disputed Area and the MMRDA Rental Land from the Larger Property, the Promoter is entitled to develop the balance portion admeasuring 33099.90 square meters (hereinafter referred to as the “**Balance Property**”), which is more particularly described in the **SECOND SCHEDULE** hereunder written.

- (g) By and under application bearing No.E1A/F-1-1A/04-09 dated April 23, 2009 the then Owner applied to the Ministry of Environment and Forest for its no objection as required under the Environmental Impact Assessment Notification of September 14, 2006 issued by the Ministry of Environment and Forest, Government of Maharashtra. The then Owner has received the Environmental Clearance from the Environment Department, Government of Maharashtra, vide its letter No. SEAC-2010/CR.33/TC.2 dated March 20, 2010 and revised EC vide letter no. SEAC- 2014/CR-234/TC-1 dated January 28, 2016.
- (h) Upon sanctioning of the MMRDA Rental Scheme, the MMRDA released FSI of 3, i.e. 1,32,399.60 square meters (hereinafter referred to as the "FSI") for Free Sale to be utilized on the Balance Property in a phase wise manner.
- (i) Out of the FSI, the Promoter constructed two buildings, viz. Ashwood and Oakwood consisting of three Podiums plus Stilt plus 28 upper floors on a portion of the Balance Property, admeasuring 8096.7 square meters or thereabouts and delineated in \_\_\_\_\_ colour boundary line on the Plan annexed hereto as **Annexure "3"** ("**Plot-B Property**"). The Promoter has already obtained the Occupation Certificate in respect of these two buildings known as "**Ashwood and Oakwood**".
- (j) There is a Well on the MMRDA Rental Land, the location of which is delineated in black boundary line and identified on the plan annexed hereto and marked Annexure "2" ("**the Well**"). The water from the Well will exclusively be supplied by the water pumps to the buildings to be constructed in the Balance Property and the MMRDA Rental Land, and the prospective purchasers/occupants of the flats/units shall be liable to pay charges towards the water supply;
- (k) At present on the basis of the available FSI, the Promoter has submitted and got the Plans sanctioned to be developed on Plot A ("**Plot-A Property**"), for building no. 1 (Alpinia), 2 (Basilia), 3 (Centelia), 4(Dandelialia) & 8 (Herbelialia) as (3 level podium plus stilt plus floor above stilt plus 26 floors) and the configuration for building no.7 (Gingelialia) as (1 level basement plus 3 level podium plus stilt part /ground plus floor above stilt plus 26 floors) and other 2 buildings i.e. building no. 5 (Eucalyptia), and building no. 6 (Fennelialia), the configuration shall be as (1 level basement plus 3

level podium plus part stilt/part residential plus 1<sup>st</sup> to 29 floors). The building Plan/s in respect of the Plot-A Property is hereto annexed and marked as **Annexure “4”**. Out of the aforesaid buildings, the Promoter has procured Occupation Certificate in respect of Basilia, Centelia and Dandelina buildings.

- (l) Each of “Plot-B Property” and (“Plot-A Property”) and MMRDA Rental Land may have its separate common areas and amenities of that particular sector including allocation of Car Parking Space/s or otherwise as may be required and sanctioned by TMC;
- (m) The remaining area of the DP Reservations will be handed over to the TMC by the Promoter and all and any rights with respect to the DP Reservations, whether by way of FSI, TDR or otherwise shall belong solely to the Promoter. It is clarified that the DP Reservations and the Disputed Area do not form a part of the Property and no benefit of the DP Reservations or the Disputed Area has been taken in relation to MMRDA Rental Housing Scheme, Plot-B Property and the Property.
- (n) The entire project comprising of the Balance Property shall be known as **“Acme Ozone”** (“Project”);
- (o) The nature of development of the Property will be phase wise and would constitute a mixture of users viz. residential and commercial as may be permissible under applicable law from time to time.
- (p) The development of building/s viz., **EUCALYPTIA**, on the Property known as “Acme Ozone” is a phase of the Project and proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ (**“the Real Estate Project”**) with the Real Estate Regulatory Authority (**“Authority”**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (**“RERA Rules”**). The Authority has duly issued the Certificate of Registration No. \_\_\_\_\_ dated \_\_\_\_\_ for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “5”** hereto.
- (q) By an Indenture of Simple Mortgage dated 15th May, 2012 registered with the office of the Sub-Registrar of Assurance, Thane-2 bearing registration No. TNN-2/4573/2012 and executed

between the then Owner (the Mortgagor therein) and Housing Development Finance Corporation Limited (the Mortgagee therein), wherein the then Owner inter alia mortgaged to HDFC for the purposes of securing repayment of Facility amount on such terms and conditions contained therein. The facility amount has been repaid and Housing Development Finance Corporation Limited has issued a No Due Certificate dated 11th July, 2016 in respect of the same. Form No. CHG-4(Satisfaction of Charge) has been filled with the Registrar of Companies. However, a formal Deed of Re-conveyance is yet to be executed by the HDFC Ltd.

- (r) By an Unilateral Indenture of Mortgage dated 17th August, 2013 registered with the office of the Joint Sub-Registrar of Assurance, Thane-1 under Serial No. TNN-4/5474/2013 and executed between the then Owner (therein the Mortgagor and the Borrower No.1), and Acme Realities Private Limited, (therein the Borrower No.2), and Housing Development Finance Corporation Limited (the Mortgagee therein) wherein the then Owner has created a first and exclusive mortgage and charge in favour of Housing Development Finance Corporation Limited for the purposes of securing repayment of Facility amount on such terms and conditions contained therein. The said mortgage was repaid and HDFC Ltd., issued respective no dues certificate dated 11<sup>th</sup> July, 2016 and 23rd November 2016 to the respective borrowers therein. Further, the financial guarantee therein was terminated /cancelled on account of expiry of tenure/non-invocation by the beneficiary therein, the Housing Development Finance Corporation Limited issued a Certificate dated 27<sup>th</sup> December 2016, in respect thereof. However, a formal Deed of Re-conveyance is yet to be executed by HDFC Ltd.
- (s) By an unilateral Indenture of Mortgage dated 30<sup>th</sup> October, 2013 registered with the office of the Sub-Registrar of Assurance, Thane-1 under Serial No. TNN-1/8103/2013 and executed between the then Owner (the Mortgagor therein) and Housing Development Finance Corporation Limited (the Mortgagee therein), wherein the then Owner inter alia mortgaged to HDFC for the purposes of securing repayment of Facility amount, on such terms and conditions contained therein. The facility amount has been repaid and Housing Development Finance Corporation Limited has issued a No Due Certificate dated 11th July, 2016 in respect of the same.

Form No. CHG-4(Satisfaction of Charge) has been filled with the Registrar of Companies. However, a formal Deed of Re-conveyance is yet to be executed by the HDFC Ltd.

- (t) By and under an Unilateral Indenture of Mortgage dated 2<sup>nd</sup> January, 2015 registered with Sub Registrar of Assurances at Thane under Serial No.TNN-1-84 of 2015 entered between the then Owner (the Mortgagor therein) and HDFC Ltd. (the Mortgagee therein), wherein the then Owner has inter alia mortgaged to HDFC for the purposes of securing repayment of Facility amount as more particularly mentioned therein on the terms and conditions more particularly stated therein.
- (u) By Unilateral Indenture of Mortgage dated 10<sup>th</sup> September, 2015, registered with the office of the Sub-Registrar of Assurances, Thane-1 under Serial No. TNN-1/8450/2015 and executed between the then Owner (the Mortgagor therein) and Housing Development Finance Corporation Limited (the Mortgagee therein), wherein the then Owner inter alia mortgaged to HDFC for the purposes of securing repayment of Facility amount, on such terms and conditions contained therein. The facility amount has been repaid and Housing Development Finance Corporation Limited has issued a No Due Certificate dated 12<sup>th</sup> May, 2016 in respect of the same. Form No. CHG-4(Satisfaction of Charge) has been filled with the Registrar of Companies. However, a formal Deed of Re-conveyance is yet to be executed by HDFC Ltd.
- (v) By an Indenture of Mortgage dated 28<sup>th</sup> October 2015 registered with the office of Sub-registrar of Assurances, Thane -1 under Serial No. TNN-1/9757/2015 and executed between Corner View Constructions (therein the Mortgagor 1) and the then Owner (therein the Mortgagor 2) and IDBI Trusteeship Services Limited (the Mortgagee therein) wherein the then Owner has created an exclusive first ranking charge by way of mortgage in favour of IDBI Trusteeship Services Limited on such terms and conditions contained therein. This mortgage has been created pursuant to a Debenture Trust Deed dated 28<sup>th</sup> October, 2015 whereby the said Cornerview Constructions & Developer Private Limited agreed to issue to the Debenture Holders upto 114 secured, redeemable, non-convertible debentures carrying a face value of Rs.1,00,00,000/- (Rupees One Crore Only) each for an aggregate amount of upto to Rs.114,00,00,000/- (Rupees One Hundred and

Fourteen Crore Only) on a private placement basis on the terms and conditions more particularly contained in the said Debenture Trust Deed to secure the secured obligations as defined in the said Debenture Trust Deed.

- (w) By an Unilateral Indenture of Mortgage registered on 31<sup>st</sup> March, 2016 with the office of the Sub-Registrar of Assurance, Thane-1 under Serial No.TNN-1/3433/2016 executed by the then Owner, therein referred to as Mortgagor, the then Owner has created a mortgage in favour of Housing Development Finance Corporation Limited on the Balance Property (which is excluding 25% portion earmarked for rental component to be handed over to MMRDA and excluding such areas as detailed in the Annexure to Schedule 1 thereto) together with the unsold flats being units/tenements/flats etc. listed in Annexure A to Schedule 1 thereto and situated in the buildings being constructed by them on the aforesaid property including without limitation, undivided interest in the common areas, facilities etc. in the Property and receivables arising from both sold and unsold flats/units but excluding sold units in the building as listed in Annexure B to Schedule 1 thereto. The said mortgage has been created to secure the repayment of the loan amount as more particularly mentioned therein.
- (x) By Debenture Trust Deed dated 2<sup>nd</sup> September, 2016 registered on 30<sup>th</sup> December, 2016 with the office of the Sub-Registrar of Assurance, Andheri-9 under Serial No.BDR-9/11610/2016 executed between the then Owner, Acme Realities Private Limited (Investee company) and Vistra ITCL (India) Limited (Investor), where by exclusive mortgage and charge created as more particularly described in the Debenture Trust Deed.
- (y) By an Unilateral Indenture of Mortgage registered on 21<sup>st</sup> November, 2016 with the office of the Sub-Registrar of Assurance, Thane-1 under Serial No.TNN-1/14186/2016 executed by the then Owner and Acme Realities Private Limited therein referred to as Mortgagors, the then Owner has created a mortgage in favour of Housing Development Finance Corporation Limited on the property as more particularly described in the said Unilateral Indenture of Mortgage.
- (z) By and under a Unilateral Indenture of Mortgage dated 23<sup>rd</sup> January, 2019 registered with Sub Registrar of Assurances at Thane under Serial No. TNN-1/1221/2019 entered between the

Promoter herein (the Mortgagor/s therein) and Housing Development Finance Corporation Ltd. {HDFC} (the Mortgagee therein), wherein the Promoter has inter alia mortgaged in favour of HDFC for the purposes of availing financial facility as more particularly mentioned therein on the terms and conditions more particularly stated therein.

- (aa) The Promoter has obtained a No Objection Certificate from HDFC /IDBI Trusteeship Services Limited (as the case may be) for selling the Flat in favour of the Allottee(s)/Purchaser(s), a copy whereof is attached hereto as **Annexure “6”**.
- (bb) The IOD/CC in respect of the Real Estate Project has been received from TMC and copies thereof are annexed hereto as **Annexure “7”**.
- (cc)
  - (i) The Mumbai Bench of National Company Law Tribunal vide order dated 30<sup>th</sup> March, 2017, approved the Scheme of Amalgamation of Kaltint Logistics Private limited and Ascent Construction Private Limited with Acme Housing India Private Limited [Transferred Company Scheme Petition No. 312, 313 and 314 of 2017].
  - (ii) The Scheme as set out in its present form and approved by the Mumbai bench of NCLT shall be effective from the Appointed Date (1<sup>st</sup> April 2015), but shall be operative from the Effective Date (28<sup>th</sup> April 2017).
  - (iii) Thus, with effect from the Appointed Date, the Project viz. “Acme Ozone” carried out by the Ascent Construction Private Limited along with all the approvals, sanctions, permissions, licenses, clearances, no objections certificates, permissions, etc. received from the various Governmental and non - Governmental authorities and including but not limited to the following shall be deemed to be transferred to and vested with Acme Housing India Pvt. Ltd, in pursuance of the provisions of Section 394 and other applicable provisions of the Indian Companies Act, 1956 and 2013."
    - i. Layout approval by Thane Municipal Corporation (TMC) and Mumbai Metropolitan region Development Authority (MMRDA).
    - ii. Location Clearance by MMRDA,
    - iii. Commencement Certificate (CC) by TMC
    - iv. Approval from the Ministry of Environment, Forest and Climate change

- v. NOC for CC by MMRDA
- vi. Intimation of Disapproval by TMC
- vii. Occupation Certificates of the buildings already completed.
- viii. Fire No Objection Certificates and Approval
- ix. Non-Agriculture (NA) permission
- x. Tree Authority permissions
- xi. Storm Water and Drain Department permissions.
- xii. Sewerage Department permissions.
- xiii. Hydraulic Department permissions.
- xiv. Environmental Department (concerned with debris management) permissions
- xv. NOC from the Airports Authority of India
- xvi. Approval from the Traffic and Coordination Department

(dd) AND WHEREAS the Promoter has appointed M/s Mandviwala Qutub & Associates as a Consulting Architect and M/s. J.W. Consultants as a Structural Consultant for the preparation of the structural design and drawings of the Real Estate Project and the Promoter accepts the professional supervision of the Architect and the structural Consultant till the completion of the Real Estate Project in the Project.

(ee) AND WHEREAS by virtue of the Conveyance, the Promoter has sole and exclusive right to sell the Flats in the Real Estate Project to be constructed by the Promoter on the Property and to enter into Agreement/s with the Allottee(s)/Purchaser(s) of the Flats to receive the sale consideration in respect thereof;

(ff) AND WHEREAS on demand from the Allottee(s)/Purchaser(s), the Promoter has given inspection to the Allottee(s)/Purchaser(s) of all the documents of title relating to the Property and the plans, designs & specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder;

(gg) AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Property on which the Flats are constructed or

are to be constructed have been annexed hereto and marked as **Annexures “8” and “9”**, respectively.

- (hh) AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure “10”**.
- (ii) AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the Real Estate Project and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as **Annexure “11”**,
- (jj) AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s)/Purchaser(s), as sanctioned and approved by the local authority have been annexed and marked as **Annexure “12”**.
- (kk) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Real Estate Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Real Estate Project.
- (ll) AND WHEREAS while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Property and the Real Estate Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Real Estate Project shall be granted by the concerned local authority.
- (mm) AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while developing the Real Estate Project and has accordingly commenced construction of the same.
- (nn) The Promoter hereby declares and confirms that Promoter has procured approval dated 4<sup>th</sup> March, 2017, bearing reference no. V.P. No. 88/142 from Thane Municipal Corporation, which reflects that the FSI of 44133.20 square meters which can be utilized for construction and development of the Larger Property, subject to compliance of certain terms and conditions, more particularly set-

out therein (hereinafter referred to as **“Presently Sanctioned FSI”**). The Promoter hereby further declares that the Floor Space Index available as on date in respect of the Larger Property which is proposed to be utilized on the Property for the purposes of development and construction of the Real Estate Project, by availing the basic or inherent FSI, FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes, applicable for the development of the Property in accordance with the provisions of the DCR (**“Proposed FSI”**). The Promoter has informed the Allottee(s)/Purchaser(s) and hereby once again confirms that the existing applicable DCR/any other applicable statutes shall be amended /modified in due course and the estimated additional FSI that may be granted on the Larger Property as per the proposed DCR/ any other applicable statutes, which is over and above the Presently Sanctioned FSI and the Proposed FSI. The Promoter hereby have further clarified that any FSI (by whatever name called), sanctioned in future, if at all, in respect of the Larger Property, shall solely and exclusively belong to the Promoter alone and the Allottee(s)/Purchaser(s) shall not object to the same.

(oo) AND WHEREAS the Allottee(s)/Purchaser(s) has/have visited the site of the Real Estate Project being constructed on the Property and has/have seen the work of construction of the Real Estate Project being in progress and is/are satisfied with the quality of the work and has/have approved the same and is/are aware that the entire scheme of construction will be carried out and completed by the Promoter in a phase wise manner from time to time as per the prevailing rules and regulations and as per the Existing Building Approvals and the amendments thereto.

(pp) AND WHEREAS the Allottee(s)/Purchaser(s) has agreed to purchase the Flat in the Real Estate Project based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee(s)/Purchaser(s).

(qq) AND WHEREAS the Allottee(s)/Purchaser(s) has applied to the Promoter for allotment of a Flat No. .... on .....floor (hereinafter referred to as **“the Flat”**) situated in the Real Estate Project known as **EUCALYPTIA**, being constructed in the Project,

description of the Flat is more particularly described in the **THIRD SCHEDULE** hereunder written and shown in the floor plan annexed hereto and marked as Annexure “12”.

(rr) AND WHEREAS the carpet area of the Flat is \_\_\_\_\_ square meters, as defined under the provisions of RERA. (i.e. net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee(s)/Purchaser(s) or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee(s)/Purchaser(s), but includes the area covered by the internal partition walls of the Flat) along with an enclosed balcony of an area \_\_\_\_\_ square meters. The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s)/Purchaser(s) after the construction of the Real Estate Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap up to three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money paid by Allottee(s)/Purchaser(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s)/Purchaser(s). If there is any increase in the carpet area allotted to Allottee(s)/Purchaser(s), the Promoter shall demand additional amount from the Allottee(s)/Purchaser(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

(ss) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(tt) AND WHEREAS, prior to the execution of these presents, the Allottee(s)/Purchaser(s) has/have paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being part payment of the sale consideration of the Flat agreed to

be sold by the Promoter to the Allottee(s)/Purchaser(s) as advance payment or Application Fee (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee(s)/Purchaser(s) has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- (uu) The Allottee(s)/Purchaser(s) is/are aware that marketing collaterals provided by the Promoter to Allottee(s)/Purchaser(s) in respect of the Real Estate Project contains materials/pictorial depiction in the nature of artist impressions and the same would differ on actual basis. The Allottee(s)/Purchaser(s) undertake/s not to raise any objections with respect to any difference in the Real Estate Project from such marketing collaterals.
- (vv) The Promoter has informed the Allottee(s)/Purchaser(s) that the Promoter has entered into / will be entering into separate agreements with other purchasers for the sale/allotment of flats in the Real Estate Project being constructed on the Property.
- (ww) The Promoter has agreed to sell and allot to the Allottee(s)/Purchaser(s) the Flat on ownership basis and the Allottee(s)/Purchaser(s) has/have agreed to purchase from the Promoter the Flat for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and on the terms and conditions as hereinafter appearing including the right to use the car parking space/s as an exclusive amenity and the proportionate price of the Common Areas And Facilities appurtenant to the flats, the nature, extent and description of the Common Areas And Facilities which are more particularly described in the **Annexure-“13”** annexed herewith.
- (xx) The Allottee(s)/Purchaser(s) hereby expressly confirm/s that he/she/it/they has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoter contained in this Agreement.
- (yy) AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the Flat with the Allottee(s)/Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- (zz) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s)/Purchaser(s) hereby agree/s to purchase the Flat.
- (aaa) Notwithstanding anything stated in any other document/allotment letter given or communicated with the Allottee(s)/Purchaser(s) any time prior to this, this Agreement shall be considered as the only document and its condition shall be read as the only condition valid and basis for which the Flat is agreed to be sold to the Allottee(s)/Purchaser(s).
- (bbb) AND WHEREAS this Agreement does not preclude, diminish the rights of any financial institution/firm, registered money lender for which finance has been taken for the Project and the same can be claimed by them under statutory claims and that this does not in any way affect the right of Allottee(s)/Purchaser(s) in respect of his Flat in the said Project.

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

**1. DEFINITIONS AND INTERPRETATION:**

**1.1 Definitions:**

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- (a) **"Agreement"** shall mean this Agreement for Sale together with Schedules and Annexures hereto and any other deed and /or document executed in pursuance hereof.
- (b) **"Authority"** means the Maharashtra Real Estate Regulatory Authority (RERA) established under sub-section (1) of section 20, of The Real Estate (Regulation and Development) Act, 2016.
- (c) **"Common Areas facilities and amenities"** as more particularly set out in **Annexure "13"** hereto annexed.
- (d) **"Occupation Certificate /Completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and

specifications, as approved by the competent authority under the local laws.

- (e) **“Contribution”** shall mean the amounts payable by the Allottee(s)/Purchaser(s) in respect of the Flat towards deposits, water connection charges, electricity charges, betterment charges, gas connections charges, internet connection deposits, telephone connection deposits, Goods & Service Tax (GST) etc.
- (f) **“FSI”** means Floor Space Index as defined under the Thane Municipal Corporation Development Control Regulations.
- (g) **“Project”** shall mean the construction and development of the Balance Property, viz. to be known as **“Acme Ozone”**.
- (h) **“Organisation/ Apex Body”** shall mean the Organisation / Apex Body to be formed in the manner contemplated herein.
- (i) **“Local/Sanctioning Authorities”** means the Thane Municipal Corporation and/or any other concerned authority.
- (j) **“Sanctioned plan”** means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a **real estate project**.
- (k) **“RERA”** means Real Estate (Regulation and Development) Act 2016 and Rules and Regulations formed thereunder.
- (l) **“the Flat”** means Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area as per the RERA, on the \_\_\_\_ floor of the Real Estate Project known as **EUCALYPTIA** (along with an enclosed balcony area of \_\_\_\_\_ square meters and an exclusive amenity with right to use the \_\_\_\_ Car Parking Space/s) in the Project, more particularly described in the “THIRD SCHEDULE” hereunder written.
- (m) **“Proportionate Share”** means the carpet area of the Flat to the total carpet area of all the Flats in the Project.
- (n) **“Total Consideration”** shall mean the amounts payable/agreed to be paid by the Allottee(s)/Purchaser(s) for purchase of the Flat along with an enclosed balcony and an exclusive amenity to use car parking space/s and the

proportionate price of the common areas and facilities, to the Promoter as set out herein below.

- (o) **“TDR”** means Transferable Development Rights as defined under the DCR.
- (p) **“Society”** means the society formed under the provisions of the Maharashtra Co-operative Societies Act, 1960.
- (q) **“the Disputed Area”** means a portion of the Larger Property admeasuring 2,166.80 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as 1D in the plan annexed hereto and marked Annexure “1” and which is not in possession of the Promoter.
- (r) **“the DP Reservations”** means the following reservations to which the Larger Property is subject to under the Development Plan of City of Thane:
  - (i) Reservation of a portion of the Larger Property admeasuring 2,390 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as 1A in the plan annexed hereto and marked Annexure “1” for Municipal Market, Welfare Centre and Amenity Open Space;
  - (ii) Reservation of a portion of the Larger Property admeasuring 4,910.00 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as 1B in the plan annexed hereto and marked Annexure “1” for 20 meter Development Plan Road;
  - (iii) Reservation of a portion of the Larger Property admeasuring 910.00 square meters or thereabouts hatched in \_\_\_\_\_ colour and identified as 1C in the plan annexed hereto and marked Annexure “1” for 10 meter Development Plan Road.
- (s) **“the Larger Property”** means all that piece of land situated at Village Chitalsar Manpada, District Thane, in the Registration District Thane bearing Survey No. 46, Hissa No. 2/1 and 6 and Gat No.61/1/1,2,3,4, admeasuring about 46,400 sq. mtrs. or thereabouts bearing Survey No. 46, Hissa No. 5 and and Gat No.61/2/1,2,3 admeasuring about 8,100 Sq. Mtrs. aggregating to 54,500 Sq. Mts. or thereabouts as described in the “FIRST SCHEDULE” hereunder and as delineated in \_\_\_\_\_ colour boundary line in the plan annexed hereto and marked Annexure “1 ”;

- (t) **“the MMRDA Rental Units”** shall mean the 6 buildings to be constructed by the Promoter on the **MMRDA Rental Land** as shown on the plan annexed hereto and marked as Annexure - “2”;
- (u) **“The MMRDA Rental Scheme”** shall mean the Rental Housing Scheme of Mumbai Metropolitan Region Development Authority pursuant to Order No.TPS-1208/MMR/CR-393/08/UD-12 of the Government of Maharashtra, Urban Development Department modifying the Development Control Regulations for the Municipal Corporations of Thane, Kalyan-Dombivali, Mira Bhayander, Bhiwandi- Nizampur and Special Planning Authority areas at Vasai-Virar subregion and Ambernath, Kulgaon, Badlapur & surrounding notified area and the Municipal Council of Panvel;

## **2. INTERPRETATION AND CONSTRUCTION:**

Unless the context otherwise requires:

- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - (ii) All statutory instruments or orders made pursuant to a statutory provision; and
  - (iii) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.
- 2.3 The expression “month” and “year” shall be to the calendar month and calendar year.
- 2.4 Reference to ‘days’ or ‘dates’ which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.
- 2.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu

undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.

- 2.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.
- 2.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.
- 2.8 References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.
- 2.9 Any reference to the words **“hereof”**, **“herein”**, **“hereto”** and **“hereunder”** and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.10 The words **“include”** and **“including”** are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.11 The Allottee(s)/Purchaser(s) confirm/s and warrant/s that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee(s)/Purchaser(s). The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Flat, among others. The Allottee(s)/Purchaser(s) waive/s his/her/its/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.12 The Promoter and the Allottee(s)/Purchaser(s) are hereinafter, for sake of brevity and wherever the context so requires, individually referred to as **“Party”** and collectively referred to as **“Parties”**.

### **3. DISCLOSURES AND TITLE:**

The Allottee(s)/Purchaser(s) hereby declare/s and confirm/s that prior to the execution of this Agreement, he has been made full and complete disclosure of the title to the Property and the Allottee(s)/Purchaser(s) has/have taken full, free and complete inspection of all relevant documents and has also satisfied himself

/ herself / themselves of the particulars and disclosures of the following:-

- (i) Nature of the Promoter's right, title and interest to the Property and the development thereof and the encumbrances thereon, if any;
- (ii) The drawings, plans and specifications duly approved and sanctioned by TMC in respect of the Real Estate Project;
- (iii) Nature and particulars of fixtures, fittings and amenities to be provided in the Real Estate Project and the Flat, which are as more particularly mentioned in the Annexure "13" annexed hereto;
- (iv) All particulars of the designs and materials to be used in the construction of the Flat and the Real Estate Project;
- (v) The nature of the Organisation to be constituted of the Allottee(s)/Purchaser(s) / acquirer/s of the flats / flats in the Real Estate Project, being either of the Co-operative Housing Society to be governed by the provisions of the Societies Act or any other Association / Body as the Promoter may decide and direct in its sole and absolute discretion;
- (vi) The Approvals obtained and to be obtained in relation to the Real Estate Project and/or the development thereof; and
- (vii) The various amounts and deposits that are to be paid by the Allottee(s)/Purchaser(s) including towards maintenance charges, legal charges, betterment charges, revenue, assessment, municipal and other cess and taxes, including GST etc. water, electricity and other services connections, stamp duty, registration charges, premium, penalties and other outgoings.

#### **4. PLANS:**

- 4.1 The Promoter shall construct the Real Estate Project on the Balance Property forming part of the Project known as "Acme Ozone" in accordance with the plans, drawings, designs and specifications currently approved by the Local/Sanctioning Authorities and modifications thereof from time to time.
- 4.2 At present on the basis of the available FSI, the Promoter has submitted and got the Plans sanctioned to be developed on the Balance Property for building no. 5 (EUCALYPTIA) and building

no.6 (FENNELIA), as (2 level basement plus 3 level podium plus stilt plus residential 1<sup>st</sup> to 36<sup>th</sup> floor).

**5. AGREEMENT:**

- 5.1 The Allottee(s)/Purchaser(s) hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell to the Allottee(s)/Purchaser(s) the Flat bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area as per the RERA ("**the Flat**") on the \_\_\_\_ residential floor in the Real Estate Project known as '**EUCALYPTIA**' (along with an enclosed balcony area of \_\_\_\_\_ square meters and an exclusive amenity with right to use the \_\_\_\_\_ Car Parking Space/s), more particularly described in the "**THIRD SCHEDULE**" hereunder written and shown delineated by colored boundary line on the floor plan annexed hereto and marked as Annexure "12", for Total Consideration of **Rs.** \_\_\_\_\_ /- **Rupees** \_\_\_\_\_

- \_\_\_\_\_ **Only**), which includes for an exclusive amenity attached to the Flat being car parking space/s (for his own & his visitor's use) in the said Real Estate Project subject to the location of the said car park being finalized at the time of possession of the Flat (hereinafter referred to as "**the Car Parking Space/s**") and the proportionate price of the Common Areas and Facilities appurtenant to the Flat, the nature, extent and description of the Common Areas and Facilities which are more particularly mentioned in the Annexure "13" annexed hereto, subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Local/ Sanctioning Authorities.
- 5.2 The Allottee(s)/Purchaser(s) hereby acknowledge/s that he/she/they may be allocated any of the Car Parking space/s [i.e. Single Parking/Back to back parking (tandem)/ Stack parking/ Pit Stack parking (2 Level & 3 Level Stack) / Pit Puzzle Parking (3, 4 & 5 Level)] and any such allocation shall be at the sole discretion of the Promoter. Further, the location of the Car Parking Space/s which has/have been allotted under this Agreement shall be finalized latest by the time possession of the Flat is handed over to the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) shall not raise any dispute about suitability and type of the parking space.

6. **PAYMENT:**

6.1 The Allottee(s)/Purchaser(s) has/have paid to the Promoter a sum of **Rs.**\_\_\_\_\_/ - **(Rupees**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Only)**

out of the Total Consideration of **Rs.**\_\_\_\_\_/ -  
**(Rupees**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Only)**

(the payment and receipt whereof the Promoter do hereby admit and acknowledge and acquit, release and discharge the Allottee(s)/Purchaser(s) from the payment and receipt thereof and every part thereof) being the earnest money / part consideration on or before the execution of this Agreement and agrees to pay the balance sum of **Rs.**\_\_\_\_\_/ - **(Rupees**\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Only)**

in the manner more particularly mentioned in the **FOURTH SCHEDULE** hereunder written, for the Flat and time being of the essence of this Agreement failing which an annual interest specified in the RERA Rules shall accrue from the date of due date till the receipt of payment by the Promoter. Any default in payment by the Allottee(s)/ Purchaser(s) beyond the due date, irrespective of the means of finance availed by the Allottee(s)/ Purchaser(s) whether in person or from any Financial Institution/ Bank(s), shall automatically make this Agreement liable for termination in accordance with the provision of Clause 11 hereunder.

6.2 Provided that any deduction of an amount made by the Allottee(s)/Purchaser(s) on account of Tax Deduction at Source ("**TDS**") as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee(s)/Purchaser(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

6.3 Provided further that at the time of handing over the possession of the Flat, if any such certificate is not produced, the Allottee(s)/Purchaser(s) shall pay equivalent amount as interest

free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee(s)/Purchaser(s) producing such certificate within 4 (four) months of the possession. Provided further that in case the Allottee(s)/Purchaser(s) fail/s to produce such certificate within the stipulated period of the 4 (four) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee(s)/Purchaser(s).

6.4 The Total Consideration is exclusive of any sums or amounts and is further excluding cess, levies, fees, deposits, outgoing and maintenance charges, taxes such as GST etc. or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Allottee(s)/Purchaser(s) confirm/s and agree/s that all sums taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) agree/s to pay the same when due or demanded, without any demur, objection or set off.

6.5 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s)/Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s)/Purchaser(s), which shall only be applicable on subsequent payments. The Promoter may charge the Allottee(s)/Purchaser(s) separately for any up gradation/changes as requested/ approved by the Allottee(s)/Purchaser(s) in any fixtures, fittings, specifications etc.

6.6 In addition to the above, the Allottee(s)/Purchaser(s) shall also bear and pay such charges, fees, expenses as may be fixed by the Promoter and also the taxes as may be applicable for utilizing the additional facilities and amenities, if any, as specified in the Annexure "13". It is hereby clarified that the aforesaid amenities

shall not be an exclusive part of this Real Estate Project and will be developed in future phase as a part of the Property.

- 6.7 It is specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Allottee(s)/Purchaser(s) that the Allottee(s)/Purchaser(s) shall:
- (i) make payment of the installments as mentioned hereinabove, to the Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
  - (ii) observe all the covenants, obligations and restrictions stated in this Agreement; and
  - (iii) any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Allottee(s)/Purchaser(s).
- 6.8 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.
- 6.9 The aforesaid payments shall be made by the Allottee(s)/Purchaser(s) within \_\_\_\_\_ days of notice in writing by the Promoter.
- 6.10 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee(s)/Purchaser(s) under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee(s)/Purchaser(s) under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee(s)/Purchaser(s) shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 6.11 The Promoter shall advise to the Allottee(s)/Purchaser(s) to make the direct payment in the designated Account as per the demand notice issued by the Promoter to the Allottee(s)/Purchaser for payment.

**7. OBLIGATIONS OF THE PROMOTER:**

- 7.1 Time is essence for the Promoter as well as the Allottee(s)/Purchaser(s). The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Flat to the Allottee(s)/Purchaser(s). Similarly, the Allottee(s)/Purchaser(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above.
- 7.2 The Promoter shall construct the Real Estate Project in accordance with the plans, designs, and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s)/Purchaser(s) in respect of variations or modifications which may adversely affect the Flat of the Allottee(s)/Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.
- 7.3 The Promoter agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Local Authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee(s)/Purchaser(s), obtain from the concerned local authority, the occupation certificate and/or completion certificates in respect of the Flat.
- 7.4 The Promoter hereby agrees that it shall, before handing over possession of the Flat to the Allottee(s)/Purchaser(s) and in any event before causing execution of the conveyance of the Balance Property in favour of the Apex Body, make full and true disclosure of the nature of its title to the Balance Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the Balance Property and shall as far as practicable, ensure that the Balance Property is free from all encumbrances and shall complete its title to the Balance Property so as to execute the conveyance of the Balance Property in favour of the Apex Body.
- 7.5 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s)/Purchaser(s) as advance or deposit, sums received on account of the share capital

for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- 7.6 The Promoter shall before executing conveyance in respect of the Balance Property in favour of the Apex Body as per the terms of this agreement have the charge of HDFC Ltd cleared after repaying in full the entire loan/outstanding of HDFC Ltd .
- 7.7 After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s)/Purchaser(s) who has taken or agreed to take such Flat.
- 7.8 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Property/Project to the competent Authorities
- 7.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property/Project) has been received or served upon the Promoter in respect of the Property and/or the Project except those disclosed in the title report.

**8. LOAN AGAINST THE FLAT:**

- 8.1 It is hereby further expressly agreed that notwithstanding that the Allottee(s)/Purchaser(s) approach/es / has/have approached any bank / financial institution / or any other lender (hereinafter referred to as **“the Lender”**) for availing of a loan in order to enable the Allottee(s)/Purchaser(s) to make payment of the Total Consideration or part thereof in respect of the Flat to the Promoter and/or mortgaged / mortgages the Flat with the Lender (which is to be subject to issuance by the Promoter of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Allottee(s)/Purchaser(s) to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the

Promoter shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Allottee(s)/Purchaser(s). All costs in connection with the procurement of such loan and mortgage of the Flat and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Allottee(s)/Purchaser(s). Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges and property tax and other taxes) payable hereunder have not been paid, the Promoter shall have a lien on the Flat to which the Allottee(s)/Purchaser(s) has/have no objection and hereby waives his/her/its/their right to raise any objection in that regard.

8.2 The Allottee(s)/Purchaser(s) hereby expressly agree/s that so long as the aforesaid loan remains unpaid/outstanding, the Allottee(s)/Purchaser(s), subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Flat in any manner whatsoever without obtaining the prior written permission of the Promoter and the Lender. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee(s)/Purchaser(s) which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee(s)/Purchaser(s) to inform the Organisation / Apex Body about the lien / charge of such Lender and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

8.3 The Allottee(s)/Purchaser(s) shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s)/Purchaser(s) of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Allottee(s)/Purchaser(s) hereby agree/s and undertake/s that the Promoter shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Promoter and the Allottee(s)/Purchaser(s) further

undertake/s to reimburse the same to the Promoter without any delay, default or demur.

**9. FIXTURE/FITTINGS AND FACILITIES/AMENITIES:**

The Promoter will provide the fixtures, fittings, facilities and amenities in the Real Estate Project and the Flat as set out in Annexure-“13” annexed hereto.

**10. RIGHTS OF PROMOTER:**

- 10.1 It is expressly agreed that the right of the Allottee(s)/Purchaser(s) under this Agreement is only restricted to the Flat agreed to be sold by the Promoter to the Allottee(s)/Purchaser(s) and all other flats shall be the sole property of the Promoter and the Promoter shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Allottee(s)/Purchaser(s) in any manner whatsoever.
- 10.2 The Allottee(s)/Purchaser(s) and/or the Organisation and/or the Apex Body shall not have any objection to the aforesaid and the Allottee(s)/Purchaser(s) do/does hereby grant his/her/its/their irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things.
- 10.3 It is hereby expressly agreed that the Promoter shall always be entitled to sell the flats in the Real Estate Project for the purpose of using the same for any purpose including as guest houses, dispensaries, nursing homes, maternity homes, shops, consulting rooms, banks, coaching classes, training centers, community halls or for any other user as may be permitted by the Local/ Sanctioning Authorities and the purchasers thereof shall be entitled to use such flats purchased by them accordingly and similarly the Allottee(s)/Purchaser(s) shall not object to the use of the such flats for the aforesaid purposes by the respective purchasers thereof.
- 10.4 Hereafter, if any further FSI is permitted to be utilized on the Property in accordance with the applicable law, the same shall inure for the benefit of the Promoter alone.
- 10.5 The Promoter shall always have a right to get the benefit of additional FSI by whatever name called for construction from Local/ Sanctioning Authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be

permitted by Local/ Sanctioning Authorities and other competent authorities in the other / future phases of the Project.

10.6 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate or appoint any person (**“project management agency”**) to manage the operation and maintenance of the Real Estate Project, flats and the infrastructure, common amenities and facilities of the Real Estate Project / the Property including allotment of car parking spaces, for a period of at least 5 years after the Real Estate Project / the Property are developed and if the Organisation/Apex Body approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoter may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Real Estate Project / the Property.

10.7 The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

10.8 In such event, the Allottee(s)/Purchaser(s) agree/s to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Allottee(s)/Purchaser(s)'s share of the service charges that may become payable with respect to the operation and maintenance of the Real Estate Project, the common areas and facilities more particularly set out in Annexure-“13” hereto.

- 10.9 The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the other phases to be constructed on the Balance Property.
- 10.10 The Promoter shall have the overall authority and control in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold flats and the disposal thereof till the Real Estate Project is transferred to the Society/Limited Company or other body and until the Property is transferred to the Society. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flats in the Real Estate Project and the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flats and as and when such flats are sold, the Society shall admit such purchaser(s) as the member/s without charging any premium or extra payment.
- 10.11 The Promoter shall be at liberty to mortgage or otherwise deal with its right, title and interest in the Property and/or the Real Estate Project, provided that the same does not in any way materially prejudice the right of the Allottee(s)/Purchaser(s) in respect of the Flat.
- 10.12 The Promoter shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Promoter deems fit and as may be required by the concerned statutory authority, subject to obtaining appropriate consent of the purchasers for that particular phase.
- 10.13 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 10.14 In the event if the Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. payable to any Sanctioning Authority or other authority, the same shall be reimbursed by the

Allottee(s)/Purchaser(s) to the Promoter in proportion to the carpet area wherever applicable of the Flat or otherwise as may be determined by the Promoter. Nonpayment of the same shall constitute a breach of this Agreement

**11. DEFAULT BY THE ALLOTTEE(S)/PURCHASER(S) AND CONSEQUENCES:**

11.1 On the Allottee(s)/Purchaser(s) committing any defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Allottee(s)/Purchaser(s) to the Promoter under this Agreement (including the Allottee(s)/Purchaser(s)'s share of Contribution as mentioned hereinabove) and/or on the Allottee(s)/Purchaser(s) committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement and on termination, the Allottee(s)/Purchaser(s) shall come forward to execute "Deed of Cancellation" in respect of the said Flat without any delay or obstruction.

11.2 Provided always that the power of termination hereinbefore contained shall without any reference or recourse to any judicial authority however such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee(s)/Purchaser(s) 15 (fifteen) days prior notice in writing by Registered Post AD at the address provided by the Allottee(s)/Purchaser(s) and/or by email, of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee(s)/Purchaser(s) in remedying such breach or breaches within a period of 15 (fifteen) days after giving of such notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon expiry of the termination notice of 15 days.

Provided further that upon termination of this Agreement as aforesaid and/or otherwise, the following amounts i.e. (a) 10 % of the Total Consideration towards Liquidated Damages and/ or earnest money, whichever is higher (b) the brokerage amount paid by us to the broker , (c) interest on delayed payment accrued till

the date of cancellation of this Agreement for Sale (d) 2 % of the Total consideration towards Administrative Charges for the services provided during the subsistence of this Agreement for Sale **(collectively “Forfeiture Amounts”)**, will stand ipso facto forfeited without any reference or recourse to the Allottee(s)/Purchaser(s) and the Promoter shall refund to the Allottee(s)/Purchaser(s) the remaining amount of sale price of the Flat excluding taxes of any nature whatsoever which may till then have been paid by the Allottee(s)/Purchaser(s) to the Promoter but the Promoter shall not be liable to pay to the Allottee(s)/Purchaser(s) any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Forfeiture Amounts as applicable shall be refunded by the Promoter to Allottee(s)/Purchaser(s) upon resale of the Flat to the prospective purchaser, only after receiving the equivalent amount of the consideration paid by the purchaser herein from the prospective purchaser(s) and the amount so received will be returned/paid to the purchaser(s) herein in three installments within a period of 90 days from the date of receipt of the equivalent amount from the prospective purchaser(s). This provision of termination and its consequences shall also be applicable, if Allottee(s)/Purchaser(s) wish to terminate/cancel this Agreement for Sale for any reasons whatsoever.

11.3 The Allottee(s)/Purchaser(s) confirms and warrants that the liquidated damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee(s)/Purchaser(s). The liquidated damages are also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell and/or allot the Flat, among others. The Allottee(s)/Purchaser(s) waive/s his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.

11.4 In the event, the Promoter informs the Allottee(s)/Purchaser(s) that it is unable to undertake the Real Estate Project due to Force Majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Allottee(s)/Purchaser(s)

decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund all amounts received from the Allottee(s)/Purchaser(s) till then (excluding the taxes deposited with the government) upon resale of the Flat to the prospective purchaser, only after receiving the equivalent amount of the consideration paid by the purchaser herein from the prospective purchaser(s) and the amount so received will be returned/paid to the Allottee(s)/Purchaser(s) ) herein in three installments within a period of 90 days from the date of receipt of the equivalent amount from the prospective purchaser(s).

- 11.5 It is hereby agreed between the Parties hereto that receipt of the aforementioned refund under above clauses as the case may be, by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Allottee(s)/Purchaser(s) or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Allottee(s)/Purchaser(s) shall have no right, title, interest, claim, demand or, except for the refund of the aforesaid amounts (subject to deductions) dispute of any nature whatsoever either against the Promoter or against the Flat or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation, without the Allottee(s)/Purchaser(s) being a signatory thereto and the Allottee(s)/Purchaser(s) will not raise any objection or dispute in that regard. The Allottee(s)/Purchaser(s) further agrees that in view of the cancellation as aforesaid, the Allottee(s)/Purchaser(s) will not have any claim against the Promoter in respect of the Flat, Car Parking Space/s or arising out of this Agreement and the Promoter will be entitled to deal with and dispose off the Flat and allot the Car Parking Space/s as an exclusive amenity attached to the Flat as the Promoter may deem fit and proper at its sole discretion to any third party without any recourse or notice to the Allottee(s)/Purchaser(s) for the same. The Promoter shall be entitled to re-sell/allot the Flat to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Allottee(s)/Purchaser(s) and the only claim that the Allottee(s)/Purchaser(s) shall have against the

Promoter shall be refund of the aforesaid amounts (subject to deductions, if any).

- 11.6 If the Allottee(s)/Purchaser(s) in order to augment the resources in his/her/ their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Lender against the security of the Flat subject to the consent and approval of the Promoter, then in the event of (a) the Allottee(s)/Purchaser(s) committing a default of the payment of the installments of the consideration amount as mentioned herein; and (b) the Promoter exercising its right to terminate this Agreement, the Allottee(s)/Purchaser(s) shall clear the mortgage debt outstanding at the time of the said termination. The Allottee(s)/Purchaser(s) shall obtain the necessary letter from such Lender stating that the Allottee(s)/Purchaser(s) has/have cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee(s)/Purchaser(s) shall be (subject to what is stated above regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Flat. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Allottee(s)/Purchaser(s) to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee(s)/Purchaser(s) has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

## **12. POSSESSION:**

- 12.1 The possession of the Flat shall be delivered to the Allottee(s)/Purchaser(s) after the Flat is ready for use and occupation and Occupation certificate from the Local/Sanctioning Authority has been received in that regard, provided all the amounts due and payable by the Allottee(s)/Purchaser(s) under this Agreement and the stamp duty and registration charges in respect of the Flat are duly paid by the Allottee(s)/Purchaser(s). The Promoter shall endeavor to give possession of the Flat to the Allottee(s)/Purchaser(s) on or before \_\_\_\_\_ excluding a grace period of 12 months and further subject to force majeure and other factors as specified herein.
- 12.2 If the Promoter fails or neglects to give possession of the Flat to the

Allottee(s)/Purchaser(s) on the above referred date (subject to grace period of 12 months and force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Allottee(s)/Purchaser(s) shall be entitled to (i) call upon the Promoter by giving the written notice by courier or email or Registered Post A.D. at the address provided by the Promoter, to pay interest at the rate as may be prescribed under the rules for every month of delay from the possession date or such other mutually agreed date whichever is later, on the total consideration paid by the Allottee(s)/Purchaser(s) excluding taxes. The interest shall be paid by the Promoter to the Allottee(s)/Purchaser(s) till the date of Occupation Certificate Or (ii) give notice to the Promoter terminating this Agreement, in which event the Promoter shall refund to the Allottee(s)/Purchaser(s) the amount of deposit or earnest money and the further amounts after deduction of Forfeiture Amounts, if any, excluding taxes that may have been received by the Promoter from the Allottee(s)/Purchaser(s) as installments in part payment in respect of the Flat along with the interest at the rate as may be prescribed under the Rules from the date the Promoter receives such amounts till the date the amounts and the interest thereon is repaid.

12.3 The Promoter shall refund the above mentioned amount in respect of such termination within such period as specifically mentioned in Clause No.11.2 above, and upon such termination neither party shall have any further claim against the other in respect of the Flat or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Flat and allot the Car Parking Space/s as an exclusive amenity to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at its sole discretion.

12.4 If as a result of any legislative order or regulation or direction or the non-receipt of any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoter or its agent, the Promoter is unable to complete the Real Estate Project and/or give possession of the Flat to the Allottee(s)/Purchaser(s) in the time as mentioned in above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter in such an event will be to pay over to the Allottee(s)/Purchaser(s) such

consideration as may have been paid by the Allottee(s)/Purchaser(s) with interest thereon as may be prescribed under the RERA from the date of receipt of payment of each installment to the date of notice of termination by the Promoter. It is hereby clarified that such balance sale consideration after deducting taxes shall be refunded by the Promoter to Allottee(s)/Purchaser(s) as mentioned herein above.

12.5 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the Real Estate Project is delayed on account of the following force majeure conditions:

- (i) an occurrence of an event of war, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by nature affecting the regular development of the Property/Real Estate Project;
- (ii) any legislation, order, rules, notice, notification of the Government and / or other public or competent body or authority or injunction, stay or prohibitory orders or directions passed by any Court, Tribunal Body, competent authority, statutory authority, high power committee etc.
- (iii) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter or its agents or not directly attributable to any willful act or omission on its part including but not limited to:
  - a) non-availability of labour, steel, cement, other building materials, water or electricity supply;
  - b) delay in any approvals, which may prevent, restrict, interrupt or interfere with or delay the construction of the Real Estate Project including the Flat.

12.6 Upon possession of the Flat being delivered to the Allottee(s)/Purchaser(s), he/she/they shall have no claim against the Promoter in respect of any item of work in the Flat.

12.7 Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the Property or the Real Estate Project or any part thereof.

12.8 The Allottee(s)/Purchaser(s) agree/s that the return of the payment mentioned above constitutes the Allottee(s)/Purchaser(s)'s sole remedy in such circumstances and the Allottee(s)/Purchaser(s)

foregoes and waives any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

- 12.9 The Allottee(s)/Purchaser(s) shall take possession of the Flat within **15** (fifteen) days of the Promoter giving written notice to Allottee(s)/Purchaser(s) intimating that the Flat is ready for use and occupation and offering possession of the same to the Allottee(s)/Purchaser(s). Commencing from the expiry of the **15** (fifteen) days from issue of the intimation in writing by the Promoter to the Allottee(s)/Purchaser(s) that the Flat is ready for occupation, use, and possession, the Flat shall be at the risk of the Allottee(s)/Purchaser(s) (irrespective of whether possession of the Flat is actually taken by the Allottee(s)/Purchaser(s) or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the Flat. It is agreed that irrespective whether possession of the Flat is actually taken or not by the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s) shall from the date of expiry of the 15th day from the date on which possession of the Flat is offered by the Promoter to the Allottee(s)/Purchaser(s) be liable to bear and pay to the Promoter all outgoings in respect of the Flat all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance common lights and repairs and salaries of employees, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Real Estate Project / Property. The Allottee(s)/Purchaser(s) shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.
- 12.10 The Allottee(s)/Purchaser(s) shall, prior to taking possession of the Flat examine and satisfy himself/herself/itself with the area of the Flat and the said amenities / fixtures. Thereafter, the Allottee(s)/Purchaser(s) shall have no claim against the Promoter with respect to the Flat or any other amenities / fixtures of the Real Estate Project or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or

otherwise.

**13. SCHEDULE FOR POSSESSION OF COMMON AREAS, FACILITIES AND AMENITIES:**

- 13.1 The common areas, facilities and amenities in the said Project that may be usable by the Allottee(s)/Purchaser(s) in accordance with TMC requirement & sanctioned plan and are listed in the Annexure “13” annexed hereto. The internal fitting and fixtures in the Flat that shall be provided by the Promoter are also listed in the Annexure “13” annexed hereto . The Schedule for possession of common areas, and facilities/amenities will be independent of the schedule for possession of the Flat.
- 13.2 The Promoter is developing the said Project which consists of phases having Common Amenities, as specified in Annexure “13” and the construction of the Common Amenities shall be developed in future phase/s as a part of the Larger Property and shall hand over to the Organization/ Apex Body as and when developed, till that time, the individual societies shall bear proportionate maintenance towards the common areas, facilities and amenities developed in the said Project. The Allottee(s)/Purchaser(s) agree/s and confirms that he shall not be entitled to object to take the possession of the Flat on the ground of non-completion of the Common Amenities.

**14. PROCEDURE FOR TAKING POSSESSION:**

- 14.1 Upon obtainment of the Occupancy Certificate from the TMC and upon payment by the Allottee(s)/Purchaser(s) of the requisite installments of the Total Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Flat to the Allottee(s)/Purchaser(s) in writing (“**Possession Notice**”). The Allottee(s)/Purchaser(s) agree/s to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s)/Purchaser(s) in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- 14.2 The Allottee(s)/Purchaser(s) shall take possession of the Flat within 15 days of the Possession Notice.

- 14.3 Upon receiving the Possession Notice from the Promoter as mentioned above, the Allottee(s)/Purchaser(s) shall take possession of the from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the Flat to the Allottee(s)/Purchaser(s). Irrespective of whether the Allottee(s)/Purchaser(s) take/s or fail/s to take possession of the Flat within the time provided as above, such Allottee(s)/Purchaser(s) shall continue to be liable to pay maintenance charges and all other charges with respect to the Flat, as applicable and as shall be decided by the Promoter.
- 14.4 Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee(s)/Purchaser(s) shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the Flat, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee(s)/Purchaser(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.. The maintenance amounts so paid by the Allottee(s)/Purchaser(s) to the Promoter shall not carry any interest and shall remain with the Promoter until the Conveyance of the Balance Property in favour of the Apex Body. On execution of the Conveyance of the Balance Property in favour of the Apex Body, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the Apex Body.
- 14.5 The Allottee(s)/Purchaser(s) shall, prior to taking possession of the Flat examine and satisfy himself/herself/itself/themselves with the area of the Flat and the said amenities / fixtures. Thereafter, the Allottee(s)/Purchaser(s) shall have no claim against the Promoter with respect to the Flat or any other amenities / fixtures of the Real Estate Project or any amenities / fixtures alleged not to have

been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.

**15. DEFECT LIABILITY:**

- 15.1 For the purpose of defect liability towards the Promoter, the date shall be calculated from the date of handing over possession of the Flat to the Allottee(s)/Purchaser(s). Further, it has been agreed by the Allottee(s)/Purchaser(s) that any damage or change done within the Flat or in the Real Estate Project done by him or by any third person on behalf of the Allottee(s)/Purchaser(s), then the Allottee(s)/Purchaser(s) expressly absolves the Promoter from the same liability and specifically consents that on such Act done, he shall give his right to enforce the defect liability towards the Promoter.
- 15.2 If within a period of five (5) years from the date of handing over the Flat to the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s) brings to the notice of the Promoter any structural defect in the Flat or the Real Estate Project in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee(s)/Purchaser(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee(s)/Purchaser(s) shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the Real Estate Project which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee(s)/Purchaser(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean

defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

- 15.3 That it shall be the responsibility of the Allottee(s)/Purchaser(s) to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- 15.4 Further, where the manufacture warranty as shown by the developer to the Allottee(s)/Purchaser(s) ends before the defects liability period and such warranties are covered under the maintenance of the flat/unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee(s)/Purchaser(s) the Promoter shall not be responsible for any defects occurring due to the same.
- 15.5 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufactures that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- 15.6 That the Allottee(s)/Purchaser(s) has/have been made aware that the Allottee(s)/Purchaser(s) expressly agree/s that the regular wear and tear of the flat/unit/building/ phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 15.7 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee(s)/Purchaser(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

**16. ORGANISATION AND APEX BODY:**

- 16.1 **“Organisation”** means either the society that may be formed and registered under the provisions of the Society / Condominium /

- Association of Apartment owners that may be formed under the provisions of the RERA in respect of the Property and the Real Estate Project in accordance with the provisions of this Agreement.
- 16.2 The Promoter shall have an option to form either one organization for each building comprised in the Real Estate Project or one Organization for one or more buildings comprised in the Real Estate Project. The Promoter shall form such organization within the timelines prescribed under RERA.
- 16.3 The Allottee(s)/Purchaser(s) and the purchasers of the other flats shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee(s)/Purchaser(s), so as to enable the Promoter to register the Organisation of the flats purchasers under the appropriate Statute. No objection shall be taken by the Allottee(s)/Purchaser(s) if any changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 16.4 Further, the Allottee(s)/Purchaser(s) and the purchasers of the other flats shall enter into / sign / execute such documents / writings, as may be required, containing covenant/s for payment of the expenses relating to the Common Areas and Facilities which are situated on the Property.
- 16.5 It is agreed and understood by the Parties that the Promoter may, in its sole discretion form and register an apex organisation (“**Apex Body**”) comprising of the various organisations formed in respect of the various buildings forming part of the Project for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities and for such other purposes as the Promoter may decide.
- 16.6 The Allottee(s)/Purchaser(s) shall observe and perform all the rules and regulations and bye-laws of the Organisation and / or the Apex Body on its formation and the additions, alterations and amendments thereof that may be made from time to time for

protection and maintenance of the Real Estate Project and the flats therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee(s)/Purchaser(s) shall also observe and perform all the terms and stipulations lay down by the Organization and/or the Apex Body regarding occupation and use of the Flat and shall pay outgoings in accordance with the terms of this Agreement.

- 16.7 It is clarified that the Apex Body and/or the Organization shall not deal with any matters relating to the development of the Balance Property or any part thereof or the transfer or the sale or utilization of any permissible FSI/TDR in accordance with the scheme of development. The Apex Body and/or Organization shall strictly function within the frame work of its constitution as framed by the Promoter. All the development potential of the Property including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall be vested in the Promoter till the completion of the Project and conveyance in favour of the Society/ Apex Body and till that period, the Promoter shall be entitled to utilize and exploit the same on the Property or any part thereof and/or upon the building constructed thereupon in such manner as it deems fit.

**17. COMMON AREAS, FACILITIES AND AMENITIES:**

It is expressly agreed that the Allottee(s)/Purchaser(s) shall be entitled to the common areas and facilities appurtenant with the Flat and the nature, extent and description of such common areas, facilities and amenities is set out in the Annexure-"13" annexed hereto.

**18. COVENANTS BY THE ALLOTTEE(S)/PURCHASER(S):**

- 18.1 The Project and the Real Estate Project name shall not be changed at any time by the Allottee(s)/Purchaser(s) or the Organisation without the prior written consent of the Promoter. Upon and after receipt of obtaining the occupation certificate, the Allottee(s)/Purchaser(s) shall use the Flat or any part thereof or permit the same to be used only for residential purposes and shall use the car parks if allotted for the purpose of parking the Allottee(s)/Purchaser(s)'s own vehicle and/or for his/her/their

visitor's vehicles also. In such an event Allottee(s)/Purchaser(s) shall not claim further for any specific requirement of visitor's car parking. The Allottee(s)/ Purchaser(s) shall use the Flat or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Allottee(s)/Purchaser(s) shall use the car parking space for the purpose of parking the Allottee(s)/Purchaser(s)'s own vehicle and/or for his/her/their visitor's vehicles. The Allottee(s)/Purchaser(s) agrees not to change the user of the Flat without prior consent in writing of the Promoter and any unauthorized change of user by the Allottee(s)/Purchaser(s) shall render this Agreement voidable at the option of the Promoter and the Allottee(s)/Purchaser(s) in that event shall not be entitled to any right arising out of this Agreement.

18.2 The Allottee(s)/Purchaser(s) with an intention to bring all persons in whose hands the Flat may come, doth hereby covenant with the Promoter as follows: -

- (a) to maintain the Flat at the Allottee(s)/Purchaser(s)'s own cost in good tenantable repairs and condition and shall not do or suffer to be done anything in or to the Real Estate Project, in which the Flat is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Real Estate Project in which the Flat is situated and the Flat itself or part thereof without the consent of the local concerned local authorities if required. or change/alter or make addition in or to the Real Estate Project or the Flat or part thereof;
- (b) not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Real Estate Project in which the Flat is situated or storing of which goods is objected by the concerned local or other authority and shall not care while carrying heavy packages which may be damaged or that is likely to damage the staircase, common passage or any other structures of the Real Estate Project in which the Flat is situated or the Flat on account of the negligence or default of the Allottee(s)/Purchaser(s) in this behalf, the Allottee(s)/Purchaser(s) shall be liable for the consequences of the breach;

- (c) to carry at the Allottee(s)/Purchaser(s)'s own cost all internal repairs to the Flat and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s)/Purchaser(s) and not to do or suffer to be done anything in the Flat or the Real Estate Project in which the Flat is situated or the Flat which may be contrary to the rules, regulations or bye-laws of the concerned local authority or public authority. In the event of the Allottee(s)/Purchaser(s) committing any act in in contravention of above provision, the Purchase shall be shall be responsible and liable for the consequences thereof to the concerned local public authority;
- (d) to maintain all internal amenities more particularly mentioned in Annexure "13" at his/her/their own cost. The Promoter shall not be liable for any breakdowns or defects in respect of said internal amenities in any manner upon taking possession.
- (e) not to demolish or caused to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the Real Estate Project and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Real Estate Project and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Flat without the prior permission of the Promoter and/or the Organisation;
- (f) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Real Estate Project or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (g) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and the Real Estate Project in which Flat is situated;
- (h) pay to the Promoter within 15 days of demand by the Promoter, his/her share of security deposit demanded by the

concerned local authority or government for giving water, electricity or any other service connection to the Real Estate Project in which Flat is situated;

- (i) to bear and pay increase in local taxes, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the TMC and/or government and/or other public authority on account of change of user of the Flat by the Allottee(s)/Purchaser(s) for any purposes other than for purpose for which it is sold;
- (j) to bear and pay Goods & Service Tax (GST) etc. and such other levies and any increase in such local taxes, water charges, insurance etc., if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Flat by the TMC and/or State/Central/Government and/or Public Authority from time to time;
- (k) The Allottee(s)/Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of the Flat or part with the possession of the Flat until all the dues payable by the Allottee(s)/Purchaser(s) to the Promoter under this Agreement are fully paid up.
- (l) The Allottee(s)/Purchaser(s) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s)/Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (m) till the management of the Real Estate Project in which the Flat is situated in favour of the Organisation and/or the Apex Body, the Allottee(s)/Purchaser(s) shall permit to the Promoter, its surveyors and agents at with or without workmen and others, at all reasonable time to enter into or upon the Property or any part thereof to view and examine the state and condition thereof;
- (n) not to close or permit to be closed varandas or balconies of the Flat / Real Estate Project or change the external colour scheme or the pattern of the colour of the Real Estate Project;
- (o) not to change exterior elevation or the outlay of the Real Estate Project;
- (p) not to fix any grill to the Real Estate Project or windows except in accordance with the design approved by the Promoter;
- (q) Allottee(s)/Purchaser(s) shall not do or suffer to be done anything on the Property or the Real Estate Project which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Allottee(s)/Purchaser(s) commits any acts or omissions in contravention to the above, the Allottee(s)/Purchaser(s) alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (r) not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Real Estate Project / Flat, save and except in the areas designated for the said purpose;
- (s) not to keep flower-vase outside the Real Estate Project / Flat on the parapet or chajja or in the common area of the Real Estate Project; and
- (t) not to obstruct the Promoter and/ or its personnel, agents and contractors to enter upon the common areas and amenities forming part of the said building to be provided in the Real Estate Project and such consent of the Allottee(s)/ Purchaser(s) shall be valid till the completion of the project in its entirety and/or handing over the complete common areas and amenities to the Apex Body whichever is later.

- (u) not to encroach upon or make use of any portion of the Real Estate Project not agreed to be acquired by the Allottee(s)/Purchaser(s).

These covenants shall be binding and operative even after the formation of the Organisation. The Allottee(s)/Purchaser(s) agree/s to sign an Undertaking confirming aforesaid covenants before or at the time of claiming/taking possession of the Flat. The said Undertaking is hereto annexed and marked as **Annexure "14"**.

- 18.3 The Allottee(s)/Purchaser(s) hereby agree/s to grant to the Promoter, all the assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Flat to the Allottee(s)/Purchaser(s), so as to enable the Promoter to complete the scheme of development of the Balance Property. The Allottee(s)/Purchaser(s) confirm/s that the Promoter has given full free and complete inspection of documents of title in respect of the Property and the Allottee(s)/Purchaser(s) confirm/s that he has entered into this Agreement after inspecting all relevant documents and the Allottee(s)/Purchaser(s) undertake/s not to raise any objection and/or requisition on the title of the Promoter to the Property.

**19. OUTGOINGS:**

- 19.1 Commencing a week after possession notice in writing is given by the Promoter to the Allottee(s)/Purchaser(s) that the Flat is ready for use and occupation, irrespective of whether possession is taken or not the Allottee(s)/Purchaser(s) shall be liable to pay the proportionate share of the outgoings namely local taxes, betterment charges sub-station and cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the Real Estate Project. Until the management of the Property and the Real Estate Project is handed over to the Organisation / Apex Body, the Allottee(s)/Purchaser(s) shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter.. The maintenance amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Organisation/ Apex Body.

19.2 The Allottee(s)/Purchaser(s) shall on or before the delivery of the possession of the Flat pay to the Promoter the other amounts, as more particularly mentioned in the **FIFTH SCHEDULE** hereunder written.

The purposes and the corresponding amounts as shown in the FIFTH SCHEDULE are as per the present estimate and are subject to modification by the Promoter and shall not carry interest.

19.3 Subject to what is stated hereinabove, the Promoter shall maintain a separate account in respect of sum received by the Promoter from the Allottee(s)/Purchaser(s) as advance or deposit on account of the share capital of the Organisation, maintenance and other charges and shall utilise the same for the purpose for which they have been received.

**20. FINAL TRANSFER DOCUMENT:**

20.1 The Promoter shall cause the conveyance in favour of the Organisation/s and the same shall inter alia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Property and the Real Estate Project (2) a covenant by the Allottee(s)/Purchaser(s) to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.

20.2 The Promoter shall cause the Conveyance in favour of the Organisation only :-

- (i) after all the flats in the Real Estate Project have been sold and disposed of and the Promoter has received full consideration or dues payable to them under the agreements for sale with the respective purchaser of the various flats;
- (ii) after the Promoter has fully utilized the FSI (including fungible FSI) available from the Property and/or has fully utilized the increased in present or future FSI available by any change in the DCR and/or has fully utilized the TDR or FSI available in respect of the Property as the case may be; or
- (iii) after the occupation certificate or the building completion certificate in respect of the Real Estate Project have been received from the Sanctioning Authority whichever is later.

- 20.3 The Advocates and Solicitors for the Promoter shall prepare and/or approve, as the case may be, the Indenture of Conveyance in favour of the Organisation/s and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Indenture of Conveyance and other documents and formation and registration of the Organisation shall be borne and paid by all the purchasers of the various flats in the Real Estate Project on its formation or registration, as the case may be.
- 20.4 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Flat or of the Property or the Real Estate Project or any part thereof.

**21. BINDING EFFECT:**

- 21.1 Forwarding this Agreement to the Allottee(s)/Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s)/Purchaser(s) until, firstly, the Allottee(s)/Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s)/Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s)/Purchaser(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s)/Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s)/Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s)/Purchaser(s), application of the Allottee(s)/Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee(s)/Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee(s)/Purchaser(s) without any interest or compensation whatsoever.
- 21.2 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Flat or of the Property or Real Estate Project or any part thereof.

**22. STAMP DUTY AND REGISTRATION:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee(s)/Purchaser(s). The Allottee(s)/Purchaser(s) shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

**23. NOTICES:**

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Allottee(s)/Purchaser(s) at the address hereinbefore stated, through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.

**24. INDEMNIFICATION BY THE ALLOTTEE(S)/PURCHASER(S):**

The Allottee(s)/Purchaser(s) shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee(s)/Purchaser(s) in the performance of any and/or all of his/its obligations under this agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the Flat and directly or indirectly as a result of the negligence, act and/or omission of the Allottee(s)/Purchaser(s) or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control;

and (d) Allottee(s)/Purchaser(s)'s non-compliance with any of the Restrictions regarding the use and/or occupation of the Flat.

**25. GENERAL PROVISIONS:**

- 25.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee(s)/Purchaser(s) or made available for the Allottee(s)/Purchaser(s)'s viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Flat between the parties hereto.
- 25.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 25.3 Any delay, tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Allottee(s)/Purchaser(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s)/Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Promoter.
- 25.4 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.
- 25.5 All taxes, charges including but not limited to GST or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Allottee(s)/Purchaser(s) to the Promoter or (iv) otherwise shall be to the account of the Allottee(s)/Purchaser(s) alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any

such taxes, impositions etc. shall be payable by the Allottee(s)/Purchaser(s) over and above the consideration of the Flat and the Promoter's decision in respect of the same shall be final and binding to the Allottee(s)/Purchaser(s).

**26. DISPUTE RESOLUTION AND GOVERNING LAW:**

- 26.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 26.2 Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 26.3 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India.

**27. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / PURCHASER(S) / SUBSEQUENT ALLOTTEE/ PURCHASER:**

- 27.1 It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligations arise hereunder in respect of the said Project shall equally be applicable and enforceable against any subsequent Allottee(s)/Purchaser(s) of the Flat, in case of a transfer as the said obligations go along with the Flat for all intents and purposes.
- 27.2 That the Allottee(s)/Purchaser(s) agree/s that he/she/they shall not object to any easement right that need to be given to any person in/or around said Project and shall neither object to any such proceedings of land acquisition undertaken by Government agency including any possession given to the Promoter in turn for which no conveyance has occurred to the Apex Body and for which no consideration is specifically given by the Allottee(s)/Purchaser(s) to the Promoter for the same, save and except his right to enjoy and use the Flat purchased by him and any other rights given by

the Promoter to the Allottee(s)/Purchaser(s) for which consideration has been paid.

**28. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**29. WAIVER NOT A LIMITATION TO ENFORCE:**

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s)/Purchaser(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s)/Purchaser(s) that exercise of discretion by the Promoter in the case of one Allottee(s)/Purchaser(s) shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of the other allottee(s)/purchaser(s).

29.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**30. JOINT ALLOTTEES:**

In case there are joint allottee(s)/purchaser(s), they shall be considered as joint and several allottee(s)/purchaser(s) for a purpose of this Agreement and all communications shall be sent by the Promoter to the Allottee(s)/Purchaser(s) whose name appears first on the address given by him which shall be for all intents and purposes to consider as properly served of all the allottee(s)/purchaser(s).

**31. CONFIDENTIALITY:**

31.1 The Allottee(s)/Purchaser(s) hereto agree/s that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Flat and is legally binding on the Allottee(s)/Purchaser(s) and shall always be in full force and effect.

31.2 The Allottee(s)/Purchaser(s) shall not make any public announcement regarding this Agreement without prior consent of the Promoter.

31.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- (i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organisation or other recognized investment exchange having jurisdiction over the Parties; or
- (ii) such disclosure is required in connection with any litigation; or
- (iii) such information has entered the public domain other than by a breach of the Agreement.

31.4 Compliance of laws relating to remittances, the Allottee(s)/Purchaser(s) if resident of outside India, shall be solely responsible for complying the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and regulations made thereunder or any statutory amendments made thereof and all other applicable laws including remittance of payment of immovable properties in India, etc. and provide the Promoter with such permission, approvals, which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security if provided in terms of the Agreement shall be made in accordance with the provisions of the aforesaid acts. The Allottee(s)/Purchaser(s) understand/s and agree/s that in the event of any failure on his part to comply with the

applicable guidelines under the aforesaid acts, he shall be liable for the same.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(“the Larger Property”)**

ALL THAT piece of land, ground and hereditaments together with the structure standing thereon situate, lying and being at Village Chitalsar, Manpada, District Thane, in the Registration District Thane, bearing Survey No. 46, Hissa No. 2/1 and 6 and Gat No.61/1/1,2,3,4 admeasuring about 46,400 sq. meters or thereabouts bearing Survey No. 46, Hissa No.5 and Gat No.61/2/1,2,3 admeasuring about 8,100 sq. meters, aggregating to 54,500 sq. meters or thereabouts and surrounded by \_\_\_\_ colour boundary line and bounded as follows, that is to say:

- On or towards the East : by Gat Nos.53 & 63;
- On or towards the West : by Gat Nos. 56(Part) and 60;
- On or towards the North : by Gat No.62, and
- On or towards the South : by Gat No.56 (Part).

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

**(“the Balance Property”)**

The balance portion of the Property, on Plot A situate, lying and being at Village Chitalsar, Manpada, District Thane, in the Registration District Thane, of an area admeasuring 33099.90 square meters or thereabouts.

Housesale.com  
DRAFT WITHOUT PREJUDICE

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

Sr. No.	Terms and Expressions	Meaning
1.	The Flat	Flat No. _____ carpet area admeasuring _____ square meters as per the RERA on the _____ floor in the Real Estate Project known as <b>“EUCALYPTIA”</b> (along with an enclosed balcony area of _____ square meters and an exclusive amenity with right to use the _____ Car Parking Space/s), situate, lying and being at Village Chitalsar, Manpada, District Thane, in the Registration District Thane.
2.	The Sale Price	Rs. _____/- (Rupees _____ only)
3.	Name of the Account for payment of Sale Price	_____ _____
4.	Possession Date	On or before _____
5.	Address of the Allottee(s)/Purchaser(s) for the purposes of this Agreement	_____ _____ _____ _____
6.	Permanent Account Number	Promoter’s PAN : <b>AADCA0705E</b> Purchaser/s PAN : 1) _____ 2) _____ 3) _____