

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made and executed at Mumbai on this ___ day of _____, 2025 by and between;

BEAUTY LIFESTYLE AND HOMES PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956 and having its registered office at Green Stone Heritage Building, C – Wing , Office No – 1, 1st Floor, Opp Haj House, MRA Marg, Fort, Mumbai – 400 001, hereinafter referred to as "**BLHPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and assigns) of the **FIRST PART**;

AND

SUNRISE LIFESTYLES AND HOMES PRIVATE LIMITED, (formerly known as Sunrise Housing Development and Finance Private Limited), a company duly incorporated under the Companies Act, 1956 and having its registered office at Green Stone Heritage Building , C – Wing , Office No – 1, 1st Floor, Opp Haj House, MRA Marg, Fort, Mumbai – 400 001, hereinafter referred to as "**SLHPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and assigns) of the **SECOND PART**;

AND

Mr. _____ having address at _____; hereinafter referred to as "**the Purchaser**" (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, in case of a Partnership Firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner and in case of a Company/ LLP its successors and permitted assigns, in case of a Hindu undivided family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, in case of a Trust the trustee/s for the time being and from time to time of the trust and the and the survivor or survivors of them and permitted assigns) of the **THIRD PART**.

SLHPL and BLHPL are hereinafter collectively referred to as the "**Promoters**". The Promoters and the Purchasers are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Brihanmumbai Municipal Corporation (earlier known as Municipal Corporation of Greater Mumbai) ("**BMC**") is the owner in respect of various parcels of land admeasuring in aggregate 6,277.09 square meters constituting of lands bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492 and 4/1492 of Fort Division (hereinafter referred as the "**Land**" and is more particularly described in the **First Schedule** hereunder written and is shown delineated in red colour boundary lines on the plan annexed as **Annexure "A"** hereto).
- B. By and under diverse duly registered Deeds of Assignment, the Promoters had acquired lease hold rights in respect of the Land along with Building Blocks 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'K', 'L', 'M' and 'N' and collectively known as 'Sitaram Building' ("**Building Blocks**") standing thereon, for the consideration and on the terms and conditions as contained therein.
- C. As the lease in respect of the Land had expired by efflux of time, the Promoters applied for renewal of lease pursuant to which the Municipal Commissioner / BMC by its letter dated July 3, 2010 bearing no. AC/ESTATE/5572/LBIII (copy whereof is annexed hereto and marked as **Annexure "B"**), renewed the lease in the joint names of the Promoters for an extended term of 30 (thirty) years commencing from July 5, 2000 and expiring on July 4, 2030, on the terms and conditions contained therein.
- D. The Promoters, being companies under common control, applied for amalgamation of the Land, which has already been approved by BMC vide its letter dated October 7, 2013 bearing No. EB/6923/A/A (copy whereof is annexed hereto and marked as **Annexure "C"**).
- E. By and under a Deed of Assignment dated September 16, 1991, registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-2791 of 1991, SLHPL then known as Sunrise Housing Development and Finance Private Limited, assigned its leasehold rights in respect of a building having a built-up area of 1,632.80 square yards equivalent to 17,784 square feet, known as Block D, Sitaram Building, standing on a piece and parcel of leasehold land admeasuring 447.50 square yards equivalent to 413.20 square meters forming part of the Land ("**Building Block D**") in favour of Ideal Motors Private Limited ("**Ideal**") on the terms and conditions mention therein.
- F. By and under a Deed of Assignment dated July 14, 1998, registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE1-2951-1998, Ideal assigned its leasehold rights in respect of Building Block D in favour of Mr. Iqbal Haji Ahmed, Mr. Ysin Haji Amin, Mrs. Yasmeen Haji Yasin and Mrs. Sabiha Haji Iqbal on the terms and conditions contained therein.
- G. By and under (1) Agreement dated July 10, 2019, registered with the office of the Sub-Registrar of Assurances, under serial no. BBE-7757 of 2019 executed by Iqbal Haji Ahmed, Sabiha Haji Iqbal and (2) Agreement dated July 23, 2019, registered with the office of the Sub-Registrar of Assurances, under serial no. BBE-4/8258 of 2019 executed

by Yasin Haji Amin, and Yasmeen Haji Yasin permitted the Promoters to undertake and implement a consolidated and composite scheme of redevelopment of the Building Blocks standing on the Land on the terms and conditions contained therein.

- H. By and under an Indenture of Assignment dated November 7, 1996, registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-4071 of 1996, BLH (then known as Beauty Home & Quick Finance Co. Pvt Ltd.) had assigned its leasehold rights in respect of a "**Building Block B**" of Sitaram Building and structure between Block B and Block C standing on portion of land admeasuring 507.2 Square Meters or thereabouts ("**Block B Land**") having a built-up area of 3583.90 square Meters, known as **Block B**, Sitaram Building, standing on a piece and parcel of leasehold land admeasuring 603 square yards equivalent to 507.2 square meters forming part of the Land ("**Building Block B**") in favour of M/s Biryas Hotels & Consultants Pvt. Ltd. ("**Owner**") on the terms and conditions mention therein.
- I. By and under an Agreement dated October 20, 2022, duly registered with the Sub Registrar of Assurances, Mumbai under serial no. BBE-01/11433 of 2022 ("**Development Agreement**") read with a Supplemental Development Agreement dated June 27, 2025, duly registered with the Sub Registrar of Assurances, Mumbai under serial no. MBI-04/12749 of 2025 ("**Supplemental Development Agreement**"), the Owner permitted the Promoters to undertake and implement a consolidated and composite scheme of redevelopment of the Building Blocks standing on the Land on the terms and conditions contained therein. The Copies of Index II of the Development Agreement & Supplemental Agreement is annexed and marked as **Annexure "D"**
- J. Under the Development Agreement read with Supplemental Development Agreement, the Owner is entitled to [•] residential flats aggregately admeasuring 630 square meters carpet area ("**Owner's Flats**") along with 4 car parking spaces ("**Owner's Car Parking Spaces**") (collectively referred to as "**Owner's Premises**") in the new building to be constructed on the Block B Land free of costs and ownership basis. The Owner shall be entitled to deal with (including but not limited to give of the same on leave and license and/or lease) and dispose of the Owner's Premises as they may deem fit and proper.
- K. Additionally, the Promoters have also agreed to allot the residential floors located on ___ and ___ aggregately admeasuring ___square meters carpet area ("**PAAA Flats**") along with ___ car parking spaces ("**PAAA Car Parking Spaces**") (collectively referred to as "**PAAA Premises**") to certain tenants/occupants ("**Tenants/Occupants**") of Building Block B in the new building to be constructed on the Block B Land as and by way permanent alternate accommodation free of costs and on ownership basis. The Tenants/Occupants shall be entitled to deal with (including but not limited to give of the same on leave and license and/or lease) and dispose of the PAAA Premises as they may deem fit and proper.
- L. As all the Building Blocks on the Land are in dilapidated condition, the Promoters have already commenced development/ re-development / rehabilitation of some of the Building Blocks which had fallen in state of disrepair. For the purposes of development/ redevelopment of the Land and the Building Blocks, BMC has approved such development/ redevelopment partly under the aegis of the applicable Development

Control Regulations for Greater Mumbai, 1991 ("**DCR**") and partly under the aegis of Development Control and Promotion Regulation, 2034 ("**DCPR**") in a phase wise manner.

- M. The Promoters envisaged demolishing the existing Building Blocks and constructing new residential / commercial building(s) in its stead on the Land comprising of various wing(s) which will be used partly for rehabilitating / re-housing the various occupants / tenants of the existing Building Blocks and the balance for free sale by the Promoters (which shall be dealt with and disposed off by the Promoters alone at the sole and exclusive discretion of the Promoters).
- N. The project of development / re-development as envisaged herein involves demolishing the existing Building Blocks and construction of new residential/ commercial building/s on the Land comprising of various wing(s) which will be used partly for rehabilitating/ re-housing the various occupants/ tenants of the existing Building Blocks and the balance for free sale by the Promoters (which shall be dealt with and disposed off by the Promoters alone at the sole and exclusive discretion of the Promoters).
- O. Pursuant to the permissions and building plan duly approved by the Sanctioning Authority (defined below), the Promoters are in the process of development and construction of a composite and consolidated building comprising of residential-cum-commercial wings which will be known as 'Greenstone Heritage' consisting of '8' wings namely Wings 'A', 'B' (Hotel Wing), 'C', 'D', 'E' & 'F' (considered as single wing), 'G', 'H' and 'I' on the Land in a phase wise manner ("**Layout Project**"). The Promoters have already completed construction of Wing 'A' (known as Blue Bell Apartment) and Wing 'C' of the Layout Project. The copy of the proposed layout is annexed herewith and marked **Annexure "E"**.
- P. Presently, the Promoters are contemplating development of **Wing B** on a portion of the Land admeasuring 728.02 square meters and more particularly set out in the Second **Schedule** hereunder written (hereinafter referred to as the "**said Property**") shown in color yellow in the plan / sketch annexed hereto and marked as **Annexure "___"** and the same is proposed as an independent real estate project ("**Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules and regulations made thereunder ("**Act**"), and accordingly the Project has been registered with the Authority vide Registration Certificate dated _____ bearing No. _____ (copy whereof is annexed hereto as **Annexure "F"**).
- Q. The Purchaser is aware that the Promoters are developing the balance Wings of the Layout Project separately on the other portion of the Land and shall be registering them as separate real estate projects under the Act.
- R. While sanctioning the said plans, BMC and other concerned local bodies and authorities and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and upon due observance and performance of which, the Part/

Full Occupation Certificates (as applicable) in respect of the Project shall be granted by the concerned local bodies and authorities. Notwithstanding any change in law or otherwise, the Purchaser shall not raise any objection, concern or claim in respect of the rights reserved for the occupants/ prospective purchasers of any specific wing to the exclusion of the occupants/ prospective purchasers of other wings.

- S. The Promoters are entitled to, and accordingly intend to deal with and dispose off (including but not limited to by way of sale, transfer, assignment) on ownership basis, the flats/ shops/ units in the Project, at their sole and exclusive discretion and on such terms and conditions as deemed fit by the Promoters.
- T. The Purchaser is aware that since the Project is a redevelopment of the Building Blocks under the provisions of the DCR and the DCPR, the tenants of the Building Blocks will be provided premises in the Project on ownership basis in lieu of their tenancy rights.
- U. It is hereby represented to the Purchaser that a public interest litigation bearing PIL No. 2 of 2010 ("**PIL**") was filed by one Mr. Aminuddin Saeed against BMC & Others with respect to the Land on December 19, 2009. SLHPL and BLHPL (being the Promoters herein) were impleaded as Respondent Nos. 5 and 6 respectively in the aforesaid PIL. The Hon'ble Court has passed an order on February 26, 2016 ("**Order**") directing the concerned respondents to put all the prospective occupants/ flat purchasers on the Land to the notice of the fact that the construction and all further steps will be subject to further orders which may be passed in the PIL by the Hon'ble Court. Accordingly, the Promoters have hereby represented and notified the Purchaser about the aforesaid PIL and the Order passed therein. The Purchaser has represented to the Promoters that the Purchaser has been well informed about the aforesaid Order and the PIL and that the Purchaser shall not make any claims/ demands against the Promoters in that regard.
- V. For the Project, the Promoters contemplate a total construction of basement + ground +38(Thirty Eight) upper floors consisting of a total development potential of **7500 square meters** of FSI which is intended to be undertaken by availing / utilising the entire available FSI (including the basic / inherent FSI, incentive FSI under various schemes and FSI available on premium), TDR and/or such other FSI/ development potential in accordance with the DCR/ DCPR, as applicable. At present, BMC has approved the Project with a total of 7190.72 **square meters** of built-up area comprising of basement + ground + 37(Thirty seven) upper floors are being constructed. The Promoters are in the process of applying for and obtaining approvals for construction of such additional floors as contemplated above by the Promoters by amending the sanctioned/ approved plans etc., without any claim, demand, dispute, objection etc. of any nature whatsoever from the Purchaser (or any one on behalf of the Purchaser). For the aforesaid purposes, the Promoters shall not be required to obtain any prior approval, and/or permission of the Purchaser, and accordingly, based on the above understanding, the Purchaser hereby permits and approves that the Promoters shall have the sole and exclusive right and authority (at its sole and exclusive discretion) to do all such acts, deeds and things as may be required for the purposes of inter alia fully utilizing, exploiting and loading the total approved/ contemplated development potential as mentioned above.

- W. The Promoters have got the plans, specifications, elevations, sections and other details in respect of the Layout Project/ Project (as applicable) duly approved and sanctioned from the Sanctioning Authority and have obtained Intimation of Disapproval bearing No. EEBPC/5634/A/A dated 18/09/1998 and EB/741/A/A dated 03/03/2007 (copy whereof is annexed hereto and marked as **Annexure "G"**) as well as Commencement Certificate bearing No. EB/741/A/A AND EB/5634/A/A (copy whereof is annexed hereto and marked as **Annexure "H"**), validity whereof has been extended from time to time by the Sanctioning Authority.
- X. The Promoters have engaged the service of Messrs. Skyline Architect as well as Messrs. Kadakia N. K. as architects, and AVP STRUCTURAL CONSULTANTS as RCC consultants for the preparation of the structural designs and building drawings of the Layout Project and the Promoters will continue to take the professional supervision of the above architect and the structural engineers till the completion of the Layout Project.
- Y. The Promoters have also applied for and obtained the Property Register Cards in respect of the Land (being Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492 and 4/1492), copies whereof are annexed hereto and marked as **Annexure "I-1", "I-2", "I-3", "I-4", "K-5" and "I-6"** respectively.
- Z. Messrs. Universal Legal Advocates & Solicitors, has conducted their due diligence on the Promoters title to the Said Property and have issued a Certificate of Title dated 22nd November 2023, thereby certifying the Promoters title to the Said Property, copy of which is annexed and marked as **Annexure "J"**.
- AA. The Layout Project shall have the various common areas, amenities and facilities as set out in **Annexure "K"** hereto, which shall be available to purchasers of the premises of the Layout Project ("**Common Areas and Facilities**").
- BB. The Purchaser has visited and inspected the site of construction on the said Property and has seen the Project being under construction and the Promoters have furnished/ given inspection of the documents to the Purchaser and wherever applicable copies of the document to the Purchaser relating to the Land (including the said Property), the approved plans and specifications of the Project, IOD, CC and the title certificate and such other documents which are specified under the Act. The project is constructed with open space deficiency. The Purchaser is fully satisfied with the title of the Promoters in respect of the said Property and further in respect of the Flat (defined hereinbelow) and the Promoters right to construct, allot and sell various premises in the Project. The Purchaser confirms that the Purchaser waives his/her/their right to further investigate or raise any objection and/or requisitions to the title of the Promoters to the Land and/or the said Property.
- CC. The Promoters have commenced construction of the Project in accordance with the sanctioned plan/s and the Promoters shall continue to undertake and carry out constructions in accordance with the sanctioned/ approved plans as may be revised and approved by the concerned/ sanctioning authority, from time to time.

- DD. The Promoters have informed the Purchaser that the Promoters have the sole and exclusive right to sell the flat/units in the Project/ Layout Project and to enter into separate agreements with other purchasers/ tenants for the sale/allotment of flats / premises in the Project being constructed on the said Property and to receive the sale consideration in respect thereof.
- EE. The Purchaser being fully satisfied in respect of the title of the Promoters to the Said Property and all permissions, plans etc. and all the representations made by the Promoters and rights of the Promoters to develop the said Property, has approached the Promoters and applied for allotment of **Flat No - _____ admeasuring _____ square feet (_____ square meters) RERA carpet area as per the Act on the ____ floor i.e. ____ Residential habitable floor, Wing 'B'** (hereinafter referred to as "Flat") in the Project being constructed on the Said Property and is more particularly described in the **Third Schedule** hereunder written and shown delineated by a green coloured boundary line on the floor plan annexed hereto and marked as **Annexure "L"**. The built up area for purpose of Stamp Duty Calculation for the Flat shall be considered as _____ sq. ft. (_____ sq. mtrs).
- FF. The Promoters have agreed to sell and allot to the Purchaser the Flat on ownership basis and the Purchaser has agreed to purchase from the Promoters the Flat for a **Total Consideration of Rs. _____/- (Rupees _____ Only)** and on the terms and conditions as hereinafter appearing.
- GG. The Purchaser hereby expressly confirms that he / she has entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the related documents, plans, orders, schemes, approvals etc. including the rights and entitlements available to and reserved by the Promoters contained in this Agreement.
- HH. The Promoters have already obtained certain approvals with regards the plans, the specifications, elevations and sections in respect of the Project from the Sanctioning Authorities, and shall obtain the balance approvals from various authorities from time to time, so as to obtain Part/ Full Occupancy Certificate of the Project, as applicable.
- II. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Promoters as stipulated herein, and the transaction of sale of the Flat by the Promoters in favour of the Purchaser as contemplated herein shall deemed to be completed/ consummated only upon receipt by the Promoters of all amounts payable by the Purchaser pursuant to this Agreement.
- JJ. Under Section 13 of the Act, the Promoters are required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the applicable provisions of the Registration Act, 1908.

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

1. **DEFINITIONS AND INTERPRETATION:**

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) **"Apex Organisation"** shall mean the entity/ body/ organization to be formed post completion of the entire development of the Layout Project, and shall comprise of the Organisation (including the Residential Organisations and the Commercial Organisation as referred to in clause 13.1 hereto) and the such other organisations in the Layout Project, as may be formed from time to time, as its only members.
- (c) **"Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained/ to be obtained from the competent authorities to develop the Project including but not limited to approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto.
- (d) **"Assignee Entity"** shall mean any entity/ person/ body which will have rights in respect of the aforesaid 'D Block (being Wing 'I' as per the sanctioned plans) along with the land underlying such wing
- (e) **"Contribution"** shall mean the amounts payable by the Purchaser in respect of the Flat towards deposits, water connection charges, electricity charges, betterment charges, gas connections charges, internet connection deposits, telephone connection deposits, GST, etc. payable to various statutory authorities.
- (f) **"FSI"** means Floor Space Index (including the fungible and / or premium FSI) as defined under the DCR and/or the DCPR, as applicable.
- (g) **"Flat"/Unit** means Flat/Unit No. _____ admeasuring _____ square feet (_____ square meters) RERA carpet area as per the Act, on the _____ floor i.e. _____ Residential Habitable floor, Wing 'B' and more particularly described in the **Fourth Schedule** hereunder written and shown delineated by a green coloured boundary line on the floor plan annexed hereto and marked as **Annexure "L"**.

- (h) **"Land"** means lands bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492 and 4/1492 of Fort Division and more particularly described in the **First Schedule** hereunder written.
- (i) **"Liquidated Damages"** shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement.
- (j) **"Organisation"** means either the Society/ Condominium/ Association of Apartment Owners/ such other entity that may be formed under the provisions of either the Societies Act (defined below), the MAO Act (defined below), or the Act or any other act/ new act that may come in force as may be applicable, in respect of the said Property and the Project in accordance with the provisions of this Agreement. The terms 'Residential Organisation' and 'Commercial Organisation/s' shall have the same meaning ascribed to it in clause 13.1 hereinbelow.
- (k) **"Sanctioning Authorities"** means the and/or any other concerned authority/ies.
- (l) **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Flat to the Promoters as set out in Clause 6 hereinbelow.
- (m) **"TDR"** means Transferable Development Rights as defined under the DCR and/or the DCPR, as applicable.

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 Purchaser 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 Promoters on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoters, the ability or inability of the Promoters to re-sell the Flat, among others. The Purchaser waives his 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 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

3. **DISCLOSURES AND TITLE:**

- 3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of the title to the Land (including the said Property) and the Purchaser has taken full, free and complete disclosure of the title of the Promoters to the said Property and the Purchaser has 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 Land (including the said Property) and the development thereof and the encumbrances thereon, if any;

- (ii) The drawings, plans and specifications duly approved and sanctioned by concerned authority/ies in respect of the Project/ the Layout Project, and also the approximate/ estimated future development potential in respect of the Project for which the sanctioned/ approved plans in respect of the Project shall be amended/ revised/ updated by the Promoters by following due procedure as established under the RERA; ;
- (iii) Nature and particulars of fixtures, fittings and amenities to be provided in the Project and the Flat, which are as more particularly mentioned in the **Annexure "M"** annexed hereto;
- (iv) All particulars of the designs and materials to be used in the construction of the Flat and the Project;
- (v) The nature of the Organisation to be constituted of the purchaser/s / acquirer/s of the premises / flats in the Project , being either of the Co-operative Housing Society to be governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 ("**Societies Act**") or Condominium or an Association of Apartment Owners that may be formed under the provisions of the Maharashtra Apartment Ownership Act, 1970 ("**MAO Act**") or a company incorporated under the provisions of the applicable laws in India or any other Association / Body as the Promoters may decide and direct in its sole and absolute discretion;
- (vi) Subject to the provisions of the Act, the right of the Promoters to utilize and consume the proposed/ additional FSI as mentioned hereinabove by constructing additional floors over and above the existing buildings in the Project/ Layout Project, as the Promoters may deem fit and proper;.
- (vii) The Approvals obtained and to be obtained in relation to the Project and/or the development thereof; and
- (viii) The various amounts and deposits that are to be paid by the Purchaser/s including towards maintenance charges, legal charges, betterment charges, revenue, assessment, municipal and other cess and GST, water, electricity and other services connections, stamp duty, registration charges, premium, penalties and other outgoings.

3.2 The Purchaser further confirms and warrants that the Purchaser has independently investigated and conducted his/her/their due diligence and has/ have satisfied himself/ herself/ themselves in respect of the title of the said Land and Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and waives his / her/ their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had given sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that all the queries raised by him/ her/ them with regard to the Flat and the Project have been responded to by the Promoters. The Purchaser confirms that the Purchaser has been

suitably advised by his advisors and well-wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement with his/ her/ their free will and satisfaction. The Purchaser has independently investigated and is fully satisfied with the right, title and interest of the Promoters to the said Property and has accepted the right, title and interest of the Promoters and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter.

3.3 It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the Flat agreed to be sold and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoters of the Total Consideration and all the amounts, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings, etc. hereof. The remaining premises/ benefits/ rights/ areas in the Project/ Layout Project shall be the sole property of the Promoters and the Promoters shall be entitled to develop the same without any reference or recourse or permission or concurrence from the Purchaser in any manner whatsoever and shall be solely entitled to deal with such premises/ benefits/ rights/ areas in the Project/ Layout Project.

4. **PLANS:**

4.1 The Promoters shall construct the Project on the said Property forming part of the Layout Project known as 'Greenstone Heritage' in accordance with the plans, drawings, designs, layout and specifications currently approved or as may be approved from time to time by the concerned Sanctioning Authorities. However, it is explicitly agreed and understood between the Parties that as the Project is a part of the Layout Project and the same is being developed in a phase wise manner the above referred plans, drawings, designs, approved layout and specifications, as currently approved, may undergo modification / amendment for various reasons inter alia change in law, judgment, amendment, etc. as applicable.

4.2 Promoters are entitled to utilize and consume the proposed/ additional FSI as mentioned hereinabove by constructing additional floors over and above the existing building(s)/ wing(s) in the Project by following the due procedure of the Act.

4.3 **Subject to the provisions of the RERA and Rules framed thereunder**, the Promoters will have all the right to utilize and consume the proposed/ additional FSI on the said Property by constructing additional floors over and above the existing buildings/ wings or a new building/ wing in the Project/ Layout Project, as the Promoters may deem fit and proper.

5. **AGREEMENT:**

5.1 The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser the **Flat bearing No. _____ admeasuring _____ square feet (_____ square meters) RERA carpet area as per the Act ("Flat") on**

the ___ floor i.e. ___ Residential habitable floor, Wing "B" of the Project, more particularly described in the **Fourth Schedule** hereunder written and shown delineated by a green colored boundary line on the floor plan annexed hereto and marked as **Annexure "N"** for **Total Consideration** of **Rs. _____/- (Rupees _____ Only)** including the fixtures, fittings and amenities to be provided in the Project and the Flat and as detailed in **Annexures "M"** hereto 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 "M"** annexed hereto including the exclusive amenity to use **[ONE]** Car Park Space/s located at-----The Maximum Car parking size of this car park shall be of [----mm] length, [----mm] breath and [-----mm] vertical height clearance as more particularly earmarked in plan shown shaded in color red showing parking space and marked and annexed hereto as **Annexure "N"** and subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The built up area for purpose of Stamp Duty Calculation for the Flat shall be considered as ___ sq.ft. (___ sq.mtrs).

5.2 The car parking space/facility in the Project may be either stack car parking system or mechanical car parking systems. The stack car parking systems are [dependent] car parking systems typically having a lower and upper berth. The mechanical car parking systems are typically [independent] car parking systems wherein all car parks in the zone may be parked anywhere depending on the slot availability at the time of parking the car. The Developer does not guarantee which type / model / make of car can be parked on the relevant palette.

6. **PAYMENTS:**

6.1 (a) The Purchaser has paid to the Promoters the **earnest money/part consideration of Rs. _____/- (Rupees _____ Only)** of the **Total Consideration of Rs. _____/- (Rupees _____ Only)** (the payment and receipt whereof the Promoters do hereby admit and acknowledge and of and from the same and every part thereof hereby acquit, release and discharge the Purchaser forever) on or before the execution of this Agreement, and the Purchaser covenants and undertakes to pay **the balance sum of Rs. _____/- (Rupees _____ Only)** and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively in the manner more particularly set out in the Payment Schedule marked as **Annexure "O"** attached herewith for the above said Flat, time being of the essence of this Agreement.

(b) The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying

out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.

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

(d) Provided further that at the time of handing over the possession of the Flat, if the aforesaid TDS certificate is not produced, the Purchaser shall deposit an equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Purchaser handing over such TDS certificate, provided such TDS certificate is handover over to the Promoters not later than within 4 (four) months of the possession. Provided further that in case the Purchaser fails to handover such TDS certificate within the stipulated period of the 4 (four) months, the Promoters shall appropriate the said deposit against the amount receivable from the Purchaser.

6.2 The Purchaser(s) is/are also, aware that Goods and Service Tax ("GST") is payable on the sale transaction contemplated herein at the applicable rate on the Total Consideration of said Flat/ Shop/ Unit/ Premises executed on or after 1st July, 2017. In compliance of the aforesaid, the Purchaser(s) hereby agree(s) to pay the applicable GST on the Total Consideration of the Flat and/or any additional amount (due to enhancement in the percentage by the Central Government) to the Promoter, if any, being the amount payable towards GST as and when demanded by the Promoter. The Purchaser(s) hereby also agree(s) to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the GST (prospectively or retrospectively levied by the Competent authority), when demanded by the Promoter. The aforesaid condition will form part and parcel of fundamental terms of this Agreement.

6.3 The Total Consideration is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority local bodies / Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments.

6.4 The Total Consideration is exclusive of any sums or amounts and is further excluding

cess, levies, fees, deposits, outgoing and maintenance charges, GST 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 Purchaser confirms and agrees that all sums taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off

6.5 In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Promoters and also the taxes as may be applicable for utilizing the additional facilities and amenities viz. swimming pool, business center, sports pavilion, gymnasium /fitness area and other structures for the purpose of sports or recreation activities, etc. if provided in the Project / Layout Project.

6.6 It is specifically agreed that the Promoters have agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:

- (i) make payment of the installments as mentioned hereinabove, to the Promoters 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;
- (iii) ensure that the Purchaser's bank accounts are sufficiently funded from time to time so that none of the cheques to be handed over/ deposited by the Purchaser to the Promoter are returned by the bank for any reason whatsoever (including but not limited to due to 'insufficient funds'), thereby ensuring *inter alia* that the Promoters are not burdened with the GST liability; and
- (iv) 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 Purchaser.

6.7 The Purchaser hereby agrees and undertakes that he/ she/ they accords his/ her/ their permission that any payment made by the Purchaser to the Promoters hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards taxes and other statutory dues in relation to the Flat and/or this Agreement;
- (ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- (iii) thirdly, towards interest on the amounts (including Total Consideration as well as GST) payable hereunder;

(iv) fourthly, towards the charges and other amounts payable hereunder; and

(v) finally, towards Total Consideration.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Promoters.

6.8 The aforesaid payments shall be made by the Purchaser within 7 (seven) days of notice in writing by the Promoters to be given as hereinafter mentioned.

6.9 The Promoters shall confirm the final carpet area of the Flat that has been allotted to the Purchaser after the construction of the Project is complete and the Occupancy Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area of the Flat shall be recalculated upon confirmation by the Promoters. If the total carpet area of the Flat reduces below than 3% (three percent), the Promoters shall refund the excess money paid by Purchaser within 45 (forty five) days with such interest rate as specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the total carpet area of the Flat over and above 3% (three percent), then the Promoters shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the rate of Rs.----- /- (Rupees -----only) per square feet.

6.10 The Total Consideration is escalation-free, save and except escalations/ increases, due to increase because of development charges, taxes payable to the competent authority and/or any other increase in charges and/or any statutory costs/ charges/ amounts etc., which may be levied or imposed by the competent authority, Local Bodies/ Government etc. from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation/ letter/ notice published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Promoters as per the next milestone of the payment plan.

6.11 Time for payment is the essence of this Agreement. In addition to the consideration and taxes/ levies etc. as stated above, the Purchaser shall pay all other amounts mentioned in this Agreement without any delay for any reason whatsoever.

6.12 All payments to be made by the Purchaser under this Agreement shall be made by cheque/ demand draft/ pay order/ wire transfer/ any other instrument drawn in favour of the Promoters. In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the Flat, the Purchaser undertakes to direct such bank or financial institution to ensure that such bank or financial institution does disburse/pay all such amounts towards the consideration as

due and payable to the Promoters on the respective dues date/s through an account payee cheque/ demand draft/ pay order/ wire transfer/ any other instrument in favour of the Promoters.

7. **OBLIGATIONS OF THE PROMOTERS:**

7.1 The Promoters shall construct the Project in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations, amendments and modifications as the Promoters may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them and as may be permissible under the provisions of the applicable laws. The Promoters shall be entitled to make such changes in the building/s plans of the Project as may be required by the Sanctioning Authorities and as the Promoters may from time to time determine and as may be permissible under the provisions of the applicable law as may be approved by the Sanctioning Authorities. It is reiterated that for the Project, the Promoters contemplate a total construction of basement + ground +---38 (Thirty Eight) upper floors consisting of a total development potential of **7500 square meters** of FSI which is intended to be undertaken by availing/ utilising the entire available FSI (including the basic/ inherent FSI, incentive FSI under various schemes and FSI available on premium), TDR and/or such other FSI/ development potential in accordance with the DCR/ DCPR, as applicable. At present, BMC has approved the Project with a total of **7190.72 square meters** of built-up area comprising of basement + ground +37 (Thirty Seven) upper floors are being constructed. The Promoters are in the process of applying for and obtaining approvals for construction of such additional floors as contemplated above in Recital (Q) by the Promoters by amending the sanctioned/ approved plans etc

7.2 The Promoters agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Flat.

7.3 The Promoters hereby agree that it shall, before handing over possession of the Flat to the Purchaser and in any event before causing execution of the lease of the said Property in favour of the Apex Organisation to be formed by the purchasers of premises in the Layout Project that may be constructed on the said Property, make full and true disclosure of the nature of its title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and shall complete its title to the said Property so as to cause the lease of the said Property in favour of the Apex Organisation Assignee Entity, as applicable.

8. **LOAN AGAINST THE PREMISES AND THE PROJECT:**

8.1 It is agreed that irrespective to and notwithstanding the Purchaser approaching any bank / financial institution / or any other lender (hereinafter referred to as "**Lender**") for

availing loan facility in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Flat to the Promoters and/or mortgaged / mortgages the Flat with the Lender (which is to be subject to issuance by the Promoters 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 Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder are paid by the Purchaser to the Promoters on time and without any delay / default. Further, the Promoters shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser. 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 Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges, proportionate lease rent in respect of the Land and property tax and other taxes) payable hereunder have not been paid, the Promoters shall have a lien on the Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard. It is explicitly discussed, understood and agreed between the Parties that the Promoters shall, at all times, have a superior charge on the Flat as compared to the charge of the Lender.

8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, 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 Promoters and the Lender. The Promoters shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Organisation / Apex Organisation about the lien / charge of such Lender and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

8.3 The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoters 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 Purchaser of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoters shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Promoters and the Purchaser further undertakes to reimburse the same to the Promoters without any delay, default or demur.

8.4 The Promoters hereby represent that they may be availing a financial facility from a bank/ NBFC/ fund/ any other lender ("**Promoters Lender**") *inter alia* against the security of the Property and the Project and such Promoters Lender shall *inter alia* have a right to enforce the security including but not limited to appoint third party contractors/developers for carrying out the remaining development of the Project. The Purchaser hereby gives his permission for enforcing the security by the Promoters Lender

and to appoint third party contractors/developers for carrying out the remaining development of the Project and agrees and undertakes not to raise any claim and/or objection in this regard. The Purchaser hereby further agrees and undertakes he/ she/ they shall execute and register necessary documents as may be required by the Promoters and the Promoters Lender to give effect to the aforesaid.

9. **DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:**

9.1 Without prejudice to the right of the Promoters to charge interest, on the Purchaser committing 3 (three) defaults in payment of any amounts due and payable under this Agreement (including instalments) on due date (time being the essence of contract) and/or committing breach of any of the terms and conditions herein contained, the Promoters shall at their own option, may terminate this Agreement. Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, this Agreement shall be deemed to have been cancelled and terminated without requirement of any further act and/or without requirement of execution of Deed of Cancellation and/or without requirement of any further communication in that regard.

On termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Flat and/or under this Agreement except for refund of the Total Consideration paid by the Purchaser/s till such termination after deducting therefrom (i) Liquidated Damages, (ii) interest on delayed payments, (iii) brokerage, if paid by the Developer at actuals towards the sale/re-sale of the Flat, (iv) cost of any white good/s, commodity, gift or space provided free of cost, as and by way of promotional activity to the Purchaser/s, (v) subvention cost (if the applicant/s has/ have opted for subvention plan) and (vi) Stamp duty, if any, paid by the Promoters (collectively referred to as the "**Recovery Amounts**"). In the event the Promoters are unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoters shall be entitled to recover such shortfall separately from the Purchaser/s as an independent claim.

9.2 Provided further that, the Promoters shall not be liable to refund to the Purchaser any taxes and other charges paid by the Purchaser under this Agreement. It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoters to the Purchaser within a period of 30 (thirty) days from the date of termination of this Agreement, provided the Purchaser execute/s and register/s a Deed of Cancellation in respect of the Flat with the Promoters and hand/s over originals of all the documents executed in respect of the Flat including this Agreement, to the Promoters. The Promoters shall be entitled to re-sell/re-allot the Flat to a third party, from the date of the termination of this Agreement, without any reference/recourse to the Purchaser and the only claim that the Purchaser/s shall have against the Developer shall be refund of the aforesaid amounts as stated in Clause hereinabove.

9.3 In the event, the Promoters inform the Purchaser that they are unable to undertake the Project or any part thereof due to Force Majeure events and/or any reason/s beyond the Promoters control, then notwithstanding anything contained in the preceding clause, and as a consequence thereto, if the Purchaser decides to cancel/ terminate this Agreement, then the Promoters shall refund/ appropriate (as applicable) all amounts received from the Purchaser till then (excluding the taxes deposited with the government).

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

9.5 If the Purchaser in order to augment the resources in his/her/ their hand for the purpose of payment of consideration amount to the Promoters under this Agreement, seeks a loan from the Lender against the security of the Flat subject to the consent and approval of the Promoters, then in the event of (a) the Purchaser committing a default of the payment of the installments of the consideration amount as mentioned herein; and (b) the Promoters exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser shall be (subject to what is stated in Clause 9.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoters towards the Flat. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

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

The Promoters will provide the fixtures, fittings, facilities and amenities in the Common Areas and Facilities as more particularly set out in **Annexure "O"** hereto Project and the Flat as more particularly mentioned in **Annexure "M"** annexed hereto.

11. **RIGHTS OF PROMOTERS:**

11.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Promoters to the Purchaser and all other premises shall be the sole property of the Promoters and the Promoters shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

11.2 **Subject to the provisions of the Act**, the Promoters shall be at liberty and be entitled to amend the lay-out plan of the Land/ the Layout Project (including the said Property) and/or the Project, the building plans, other Approvals for, including but not limited to:-

(i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the said Property and/or the Project; and

(ii) amalgamation of the said Property and/or the Project with any adjoining plots of land

11.3 It is hereby expressly agreed that the Promoters shall always be entitled to sell the premises/ flat in the 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, common flat by halls or for any other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them .

11.4 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate or appoint any person ("**project management agency**") to manage the operation and maintenance of the Layout Project, premises and the infrastructure, common amenities and facilities of the Layout Project, for a period up to at least 3 (three) years after the Layout Project is completely developed with full occupation certificate being obtained and if the Organisation/ Apex Organisation approves, for any subsequent periods. The Promoters 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 Promoters 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 Layout Project.

11.5 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Layout Project, the Common Areas and Facilities more particularly mentioned in

Annexure "M" annexed hereto. It is hereby clarified that upon receiving written instruction from the Promoters, the Purchaser shall either directly pay the project management fee to the Promoters or to the project management agency, as the case may be.

11.6 It is agreed that as and when the Promoters enter into agreements/ contracts/ arrangements with the project management agency/ies for various utilities (including but not limited to gas, water, electricity, telephone, cable television, internet/ broadband services and such other services of mass consumption as may be utilized by the Purchasers on a day to day basis etc.) (collectively "**Utilities**"), if the Promoters and/or the project management agency/ies are in a position to provide the aforesaid Utilities or any of them, then in that event the Purchaser hereby covenants and undertakes to procure, subscribe to and avail such Utilities (or any of them) only from the Promoters and/or the project management agency/ies (as applicable) or any person/ entity as may be nominated by the Promoters in that behalf, as the case may be, and pay to the Promoters such amounts/ fee/ charges/ deposits as may be fixed by the Promoters, without any delay for any reason whatsoever.

11.7 Until the lease of the said Property is transferred/ assigned jointly in favour of the Apex Organisation and the Assignee Entity in accordance with the understanding set out in this Agreement, the said Property shall be subject to the overall authority, management and control of the Promoters in respect of any of the matters concerning the Project as well as the Layout Project. The Promoters shall have the absolute right, title, authority and control as regards the unsold premises in the Project and accordingly shall have the exclusive right/ title to sell/ dispose off the same. Upon receipt of the Part/ Full Occupation Certificate (as applicable) in respect of the Project, the Promoters shall be only pay the applicable municipal taxes, at actuals, in respect of the unsold premises in the Project (until such time they are sold) and that the Promoters shall not be liable to pay any other amounts of any nature whatsoever in respect of such unsold premises (including but not limited to maintenance etc.). In case the Residential Organisation and/or the Commercial Organisation/s (as applicable) is formed before the sale/ disposal of all the premises in the Project by the Promoters, then the Promoters shall at its option (but without being under any obligation) join in as a member of the Residential Organisation and/or the Commercial Organisation in respect of such unsold premises, and accordingly, as and when such premises are sold by the Promoters, the Residential Organisation and/or the Commercial Organisation, as applicable, shall admit such prospective purchaser/s as its member/s without charging any premium or extra payment of any nature whatsoever.

11.8 Till the entire development of the Layout Project is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Layout Project and the Purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard.

- 11.9 The Promoters shall be at liberty to sell, assign, transfer mortgage or otherwise deal with their right, title and interest in the said Property and/or the Project, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Flat.
- 11.10 In accordance with the provisions of the Act, the Promoters shall be entitled to make variations in the Project/ Layout Project regarding 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 Promoters deems fit, provided that the same does not in any way materially prejudice the right of the Purchaser in the Flat.
- 11.11 In the event the Promoters have paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the carpet area wherever applicable of the Flat or otherwise as may be determined by the Promoters. Non-payment of the same shall constitute a breach of this Agreement. Provided However, it is hereby clarified that the Promoters shall enclose the requisite notification/ order/ rule/ regulation/ letter/ notice published/ issued in that behalf alongwith the demand letter which will be issued by the Promoters and the Purchaser shall be liable to pay such amounts to the Promoters, within 15 (fifteen) days of such demand being made by the Promoters.
- 11.12 The Promoters hereby have further clarified that **subject to applicable law**, any FSI (by whatever name called) including the Proposed FSI, sanctioned in future, if at all, in respect of the Land, shall solely and exclusively belong to the Promoters alone. In accordance with applicable laws the Promoters shall be entitled to utilise such additional FSI by constructing additional floors over and above the existing building/s/wing/s in the Project/ Layout Project, as the Promoters may deem fit provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Flat.
- 11.13 **Subject to applicable law**, the Promoters shall always have a right to get the benefit of additional FSI by whatever name called for construction and development of the Project from Sanctioning Authorities and also to make the additions, alterations, raise floors/ storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions, structures and floors/ storeys will be the sole property of the Promoters alone.
- 11.14 **Subject to applicable law**, neither the Organisation (being the Residential Organisation and the Commercial Organisation) nor the Assignee Entity nor the Apex Organisation shall deal with any matters relating to the development of the Layout Project and/or the Land and/or the said Property or any part thereof or the transfer or the sale or utilization of the proposed development potential and/or any permissible FSI/ TDR whether emanating from the said Property or otherwise under the provisions of applicable laws, which shall be the sole, exclusive and absolute prerogative of the Promoters. The Organisation (being the Residential Organisation and the Commercial Organisation) and the Apex Organisation shall strictly function within the frame work of

its constitution as framed by the Promoters. All the proposed development potential and/or any permissible FSI/ TDR whether emanating from the said Property or otherwise under the provisions of the applicable laws shall always stand vested in the Promoters, and the Promoters shall always have the exclusive and absolute right, title and authority to utilize and exploit the same on the said Property or any part thereof and/or on other plot of lands, by way of TDR, in such manner as they deem fit.

12. **POSSESSION:**

12.1 The possession of the Flat shall be delivered to the Purchaser after the Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Flat are duly paid by the Purchaser. The Promoters shall endeavor to give possession of the Flat to the Purchaser on **or before 31st December, 2029**.

12.2 Upon possession of the Premises being delivered to the Purchaser, he/she/they shall have no claim against the Promoters in respect of any item of work in the Flat.

12.3 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 New Building or any part thereof.

12.4 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Flat Apartment on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of Force Majeure. The Force Majeure event for the purpose of this Agreement shall include:

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Subject to Force Majeure, if construction of the Project is not completed even within stipulated time period as mentioned hereinabove, then by the end of such time period, the Purchaser shall be entitled to opt for an exit from the Project. If the Purchaser decide/s to opt for an exit, the Promoters shall be required to refund to the Purchaser the Total Consideration paid by the Purchaser to the Promoters till then (after deducting any Taxes and Other Charges) along with interest as may be prescribed under RERA from time to time, provided the Purchaser executes and registers a Deed of Cancellation in respect of the Flat with the Promoters and hands over all original documents executed in respect of the Flat including the Agreement for Sale. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoters, in respect of the Flat or arising out of this Agreement except refund of the aforesaid amounts from the Promoters and the Promoters shall be at liberty to sell the Flat, to any other person or persons at such price and upon such terms and conditions as the Promoters may deem fit and proper at its sole discretion. It is hereby clarified that on the occurrence of the aforesaid events as mentioned in clause 12.4 hereinabove, the Purchaser shall not be entitled to claim any interest/damages/compensation whatsoever.

The Purchaser agrees that the return of the payment mentioned in the Clauses above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his rights to claim against the Promoters for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

- 12.5 The Purchaser shall take possession of the Flat within 15 (fifteen) days of the Promoters giving written notice to Purchaser intimating that the Flat is ready for use and occupation and offering possession of the same to the Purchaser. Commencing from the expiry of the 15 days from issue of the intimation in writing by the Promoters to the Purchaser that the Flat is ready for occupation, use, and possession, the Flat shall be at the risk of the Purchaser (irrespective of whether possession of the Flat is actually taken by the Purchaser 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 Purchaser, the Purchaser shall from the date of expiry of the 15 day from the date on which possession of the Flat is offered by the Promoters to the Purchaser be liable to bear and pay to the Promoters all outgoings in respect of the Flat, the proportionate lease rent in respect of the Land, 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 said New Building / Property. The Purchaser shall pay to the Promoters such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoters.
- 12.6 The Purchaser 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 Purchaser shall have no claim against the Promoters with respect to the Flat or any other amenities/ fixtures of the New Building 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.
- 12.7 Provided that if within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Promoters any defect in the Flat or the New Building in which the Flat is situated or any unauthorized change in the construction of the New Building, or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Promoters reasonable monetary compensation for such defect or change in the manner as provided under the Act. Provided that the liability of the Promoters under this Clause shall not exceed Rs. 2,00,000/- (Rupees Two Lakhs Only).

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then the Promoters shall not be liable for the same.

13 **Organisation and Apex Organisation:**

13.1 The Wings comprising in the Layout Project (including the Project) shall consist of residential units/ premises which shall be on residential floors ("**Residential Floors**") as well as commercial units/ premises which shall be on commercial floors ("**Commercial Floors**"). The Commercial Floors in each Wing in the Layout Project may be interconnected across all Wings. The Residential Floors shall not be inter-connected across any Wing. For effective management and control of the Residential Floors and the Commercial Floors in each Wing, separate and distinct Organisations shall be formed for/ by all residential unit owners in each Wing in the Layout Project, and accordingly, each Wing shall have a separate Organisation for their respective residential units/ floors (collectively "**Residential Organisations**"). Considering that certain Commercial Floors across all wings may or may not be interconnected, the Promoters shall, at their sole and exclusive discretion, form 1 (one) or more organisations ("**Commercial Organisation/s**") for such commercial unit owners from all Wings (save and except the Assignee Entity) as per the provisions of the Act.

13.2 The Purchaser shall, along with other purchasers of premises/ units/ flats in the Project, join in forming and registering the Residential Organisation and/or the Commercial Organisations, as applicable. For this purpose, the Purchaser shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Residential Organisation and/or the Commercial Organisations (as applicable) and for becoming a member thereof, including the bye-laws of the concerned/ applicable Organisation and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Promoters to register the concerned/ applicable Organisation. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft/ final bye-laws of the concerned/ applicable Organisation, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

13.3 The name of the concerned/ applicable Organisation shall be solely decided by the Promoters. The Promoters shall be entitled to and may change the name of the concerned/ applicable Organisation once or more than once on or before obtaining completion certificate for the Project. However, the name of the wing/ building shall not be changed by the concerned/ applicable Organisation or the Apex Organisation without prior written consent of the Promoter.

13.4 The concerned/ applicable Organisation shall admit all purchasers of units and premises/ flats in the Project as members, in accordance with its bye-laws.

13.5 The Promoters may sell, transfer or assign all their rights, title and interest in respect of the unsold units/ flats in the wing/building but without in any manner affecting the Purchaser's rights. The Purchaser/s hereby declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Purchaser in any manner.

13.6 The Promoters shall be entitled, but not obliged to, join as a member of any of the concerned/ applicable Organisation in respect of unsold flats/units in the Project, if any.

13.7 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the concerned/ applicable Organisations and/or Apex Organisation, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Organisations /Apex Organisation and their respective members/ intended members including the Purchaser, as the case may be, and the Promoters shall not be liable towards the same.

Within 3 (three) months from the date of the Full Occupation Certificate of the Project, all Residential Floors in the Project shall be transferred/ conveyed in favour of the Residential Organisation. The Commercial Floors (if contained in the building/wing forming part of the Project) may or may not be interconnected with the floors of the other Wing/s in the Layout Project. Accordingly, the Project and the neighboring Wing/s in the Layout Project may have common areas and facilities like entrance, basements, lobbies etc. Considering the above, the conveyance/ transfer of the Commercial Floors shall be done in favour of one or more Commercial Organisation shall be done within 3 (three) month from the date of the Full Occupation Certificate in respect of the last Wing in the Layout Project. The aforesaid transfer/ conveyance in favour of the Residential Organisation/s and/or the Commercial Organisation/s shall be done either vide separate or common Deed of Conveyance/ Transfer, which shall be decided solely and exclusively by the Promoters at their sole discretion, based on the eventual plans. It is explicitly clarified that all basements, podiums, parking floors, parking towers, amenity areas, entrance lobbies and stilts shall, at all times, be retained by the Promoters and shall not be conveyed to the either of the Organisation/s for any reason whatsoever, and the Purchaser hereby explicitly and unconditionally agrees, accepts and permits to the same.

13.8 In the event the aforesaid conveyances/ transfers are being done vide separate Deeds of Conveyance/ Transfer, then the aforesaid Organisations may, at the discretion of the Promoters, be required to join in the execution and registration of the Deed of Transfer/ Conveyance for the other Organisations (including as 'confirming parties', if so required by the Promoters). The costs, expenses, charges, levies and taxes on the aforesaid Deed/s of Transfer/ Conveyance including the stamp duty, adjudication charges and registration charges etc. shall be borne and paid by the concerned/ applicable Organisation alone. Upon execution and registration of the aforesaid Deed/s of Conveyance/ transfer, the concerned Organisation shall be solely responsible for the operation, management and supervision (together with all costs, charges and expenses in respect the same) of the concerned floors in the concerned Wing along with limited areas comprising the elevators, staircases and passages as may be demarcated/ delineated by the Promoters (at the Promoters' discretion) in such Deed of Transfer/ Conveyance, and the

Promoters shall not be responsible for the same, and accordingly the Purchaser shall extend necessary co-operation to the concerned Organisation and shall do the necessary acts, deeds, matters and things as may be required in this regard to the satisfaction of the Promoters and the concerned Organisation. It is abundantly clarified and reiterated that as certain common areas, amenities, facilities etc. in the Project and the Layout Project shall, at all times, continue to be under the sole and exclusive management, control and entitlement of the Promoters (at the sole and exclusive discretion of the Promoters), such common areas, amenities, facilities etc. may or may not be separately demarcated/ delineated to the exclusive and absolute entitlement of the concerned Organisation in the aforesaid Deed of Transfer/ Conveyance.

13.9 Within 3 (three) months from the date of receipt of the occupation certificate by the Promoters from the Sanctioning Authorities in respect of the last constructed wing in the Layout Project and/or such other time frame provided by the Act and all rules, regulations, notifications thereunder, whichever is longer, the Promoters shall submit application/s to the competent authorities to form the Apex Organisation (defined above) of all the Residential Organisations and Commercial Organisations in the Layout Project. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Organisation, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Organisation and its members/ intended members (being the Residential Organisations and the Commercial Organisation), and accordingly the Promoters or the Assignee Entity shall not be liable to pay/ incur any expenses/ amounts towards the same.

13.10 (a) The Purchaser hereby agrees that he shall not raise any objection for the formation of the Apex Organisation and execute and sign all necessary forms on behalf of the concerned/ applicable Organisation in respect of the Project so as to ensure that such concerned/ applicable Organisation in respect of the project becomes the member of the Apex Organisation.

(b) Within 3 (three) months from the date of registration of the Apex Organisation, the Promoters shall assign jointly or severally (as applicable and as possible at the discretion of the Promoters, and as permitted by the concerned authorities) to the Apex Organisation and the Assignee Entity, all the rights, title and interest of the Promoters (after having the same subdivided, if possible and if permitted by the authorities) on an "as is where is" basis either by executing the necessary Deed of Assignment or by creating a Sub-Lease (if possible and permitted by the authorities) in respect of the Land whereby the Promoters shall transfer/ assign all its joint and several right, title and interest in the Land and in all areas, space, common areas, facilities and amenities, podiums, basements etc. and leasehold rights in the Land jointly and/or severally (as applicable) in favor of the Apex Organisation and the Assignee Entity. The aforesaid Deed of Assignment or the Deed of Sub-lease will be drafted by the Advocates of the Promoters alone, and the Purchaser hereby grants/ expresses his/ her/ their unconditional permission and approval for the same. In the alternative, the Promoters may cause BMC to execute a lease of the Land or any portion thereof jointly and/or severally (as applicable) in favour of the Apex Organisation and the Assignee Entity (as may be decided by the Promoters).

13.11 The aforesaid Deed of Assignment/ Sub Lease as may be executed and registered in favour of the Apex Organisation and the Assignee Entity shall clarify that though certain Wings in the

Layout Project will comprise of 2 (two) or more separate organisations (being the Residential Organisation and the Commercial Organisations), all owners of the residential and commercial units in every wing in the Layout Project shall have (i) certain common areas, amenities and Facilities which shall be commonly used, and (ii) certain exclusive areas, amenities and Facilities which shall be exclusively used, and accordingly all owners of the residential and commercial units in every wing in the Layout Project shall be entitled peacefully use such areas, amenities and Facilities, either commonly /or exclusively, as may be identified, provided and demarcated by the Promoters, at the sole and exclusive discretion of the Promoters. Accordingly, at the sole and exclusive discretion of the Promoters, the aforesaid Deed of Assignment/ Sub Lease will identify and demarcate the exclusive/ common areas, amenities and/or Facilities in the Layout Project along with the demarcation/ delineation of the underlying land in respect of Assignee Entity's wings/ structures. Notwithstanding anything contained to the contrary, the purchasers of the commercial premises shall not be entitled to the common areas and amenities which have been specifically demarcated and identified for the purchasers of the flats in the various residential building/s.

13.12 The costs, expenses, charges, levies and taxes on the aforesaid Deed of Assignment/ Sub Lease/ direct lease from BMC (as applicable) including stamp duty, adjudication, registration charges, transfer charges, premium, unearned income etc. shall be borne and paid by the Apex Organisation (including all its members) and the Assignee Entity in the ratio of the area/ portion of the Land falling under their respective entitlement. Post the formation of the Apex Organisation, the Apex Organisation shall be responsible for the operation and management and/or supervision of the Layout Project (save and except the land transferred/ assigned to the Assignee Entity), including any common areas facilities and amenities, and accordingly the Promoters shall not be responsible for the same.

13.13 It is agreed that in the event that the Organisation or the Apex Organisation has been formed but there is/are premises/s in the Project that are not sold by the Promoters, the Promoters shall not, after receipt of Occupation Certificate, be liable to pay maintenance charges, or any other charges/ expenses of any nature whatsoever for the unsold premises till such time that the sale of such unsold premises occurs, save and except the municipal taxes, which shall be paid by the Promoters at actuals.

13.14 It is hereby made amply clear that the Promoters shall ultimately decide about the grant of right of way or open spaces or any access or ingress to the Land and the Purchaser agrees not to raise any objection or dispute with regards the same now or anytime in future. It is, however, clarified that such sub-lease/ assignment which may be executed in favour of the Apex Organisation and the Assignee Entity, shall be subject to such rights, amenities and facilities that may be common for the entire Land/ Layout Project.

14 **COMMON AREAS AND FACILITIES:**

14.1 It is expressly agreed that the Purchaser shall be entitled to the Common Areas and Facilities appurtenant with the Flat and the Layout Project and the nature, extent and

description of such Common Areas and Facilities are as set out in **Annexure "M"** hereto. It is clarified that the Common Areas and Facilities shall include such further areas, amenities and facilities as may be identified and earmarked by the Promoters in course of completion of the Project. It is hereby agreed that the Promoters shall be entitled to allot different areas, garden area, basement, terraces, open spaces, parking areas or otherwise and other spaces within the Property to one or more person/s of their choice for the use, enjoyment and/or occupation of such persons as an exclusive amenity attached to the premises purchased by such persons and the Purchaser shall not object to the same for any reasons whatsoever.

14.2 It is hereby expressly agreed and understood that the Promoters may earmark certain accesses, lobby areas, elevators, staircases and any other common areas as set out in **Annexure "M"** hereto for exclusive use of residential or commercial users and /or exclusive use of specific wing/s and the Purchaser agree not to raise any objection or dispute regards the same now or anytime in future.

14.3 The Promoters have informed the Purchaser that any club house if constructed on the Project/layout project (though the Promoters are not under any obligation or liability to provide the same) will be equipped with various amenities and facilities for the use of all members of the Apex Organisation in accordance with the rules and regulations of the club house. The Purchaser and his/her/their immediate family members only shall be inducted/admitted as member of the club on payment of the one-time non-refundable subscription fee/joining fee as set out in clause 16.2 herein above. Subject to the payments referred above the Promoters shall issue an appropriate letter entitling the Purchaser concerned, to the membership of the club in accordance with and subject always to the bye-laws, rules and regulations of the club as may be made by the Promoters. The Promoters alone shall be entitled to make bye-laws, rules or regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc. The monthly charges/maintenance fee for the aforesaid gymnasium/fitness area/Club House effective from the date of possession shall be paid separately by the Purchasers at such rate as may be informed by the promoters.

14.4 Additional memberships would be available on request on a chargeable basis. The membership will be subject to the terms and conditions, rules and usage charges, as may be framed/ levied from time to time by the Promoters for the club. The right to use the facilities at the club shall be personal to the Purchaser of the Flat in the Layout Project and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Flat in the Layout Project is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as club membership to the then purchaser/transferor of the Flat. It is, however, clarified that the Promoters shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same.

15 **Transfer of the Flat**

15.1 It is agreed that until the date the Promoters offers possession of the Flat to the Purchaser and the Promoters receives the Consideration and all amounts due and payable from the Purchaser ("**Lock-in Period**"), the Purchaser shall not be entitled to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Flat or dispose off or alienate otherwise howsoever, the Flat and/or his/her/its rights, entitlements and obligations under this Agreement, save and except with prior written permission of the Promoters (with a view to maintain price parity) and subject such terms and conditions and such charges as the Promoters may deem fit and proper. The Purchaser acknowledges the fact that the Lock-in-Period is the essential term and integral part of the understanding between the Parties and the Purchaser agrees to abide by the same. In the event, the Purchaser assign(s)/transfer(s) its/his/her benefit under this Agreement, during the subsistence of the Lock-in-Period, then it shall be construed as a breach of the terms of this Agreement and in such a scenario, the Promoters shall be entitled to terminate this Agreement and the consequences of termination as set out in this Agreement shall become applicable.

16 **COVENANTS BY THE PURCHASER:**

16.1 Upon and after receipt of obtaining the occupation certificate, the Purchaser shall use the Flat or any part thereof or permit the same to be used only for residential purposes. The Purchaser agrees not to change the user of the Flat without prior consent in writing of the Promoters and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Promoters and the Purchaser in that event shall not be entitled to any right arising out of this Agreement. For the purposes of the user of the Flat, it is explicitly agreed and understood by the Parties that the Purchaser shall not use the Flat for commercial purposes such as lodging/hotel, wine shops, resto bars, alcohol bars, restaurants, cafeteria, eateria and similar purposes.

16.2 The Purchaser with an intention to bring all persons in whose hands the Flat may come, doth hereby covenant with the Promoters as follows:-

- (i) to maintain the Flat at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Project or the Flat or part thereof;
- (ii) 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 Project or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Project including the entrance thereof. In case any damage is caused to the Flat or the Project on account of the

negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

- (iii) to carry at the Purchaser'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 Promoters to the Purchaser and not to do or suffer to be done anything in the Flat or the Project which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (iv) 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 Project and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other part of the Project and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or parris or other structural members in the Flat without the prior permission of the Promoters and/or the Organisation/ Apex Organisation;
- (v) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Project/Layout Project or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (vi) 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/or the Project in which the Flat is situated;
- (vii) pay to the Promoters within 7 (seven) days of demand by the Promoters, 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 Project in which the Flat is situated along with the proportionate lease rent in respect of the Land;
- (viii) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Flat or otherwise;
- (ix) to bear and pay GST and such other levies, 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 Sanctioning Authorities and/or State/ Central/ Government and/or public authority from time to time;

- (x) The Purchaser shall not without the prior written consent of the Promoters let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Flat;
- (xi) Until assignment of the said Property along with the structures thereon, to allow the Promoters, its surveyors and agents at all reasonable time to enter into or upon the Flat / Property to view and examine the state and condition thereof;
- (xii) not to close or permit to be closed verandas or balconies of the Flat or change the external colour scheme or the pattern of the colour of the Project;
- (xiii) not to change exterior elevation or the outlay of the Project / Flat;
- (xiv) not to (a) change and/or make any alterations to the external grills provided by the Promoters in the Flat; (b) paint and/or colour and/or change the appearance and look of the external walls of the Flat; (c) keep flower pots on the windows of the Flat; (d) install and fix air conditioners at such places other than the places designated for the same by the Promoters in the Flat; and (e) do or cause to do any act which shall change the look, façade and/or aesthetics of the Project in which the Flat is situated;
- (xv) Purchaser shall not do or suffer to be done anything on the Property or the Project/ Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoters in that behalf;
- (xvi) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Project / Flat, save and except in the areas designated for the said purpose;
- (xvii) not to keep flower-vase outside the Project/ Flat on the parapet or chajja or in the common area of the Project; and
- (xviii) not to encroach upon or make use of any portion of the Project not agreed to be acquired by the Purchaser.

The Purchaser covenants, undertakes and understands that the aforesaid covenants shall be binding and operative even after the formation of the Organisation / Apex Organisation.

16.3 The Purchaser hereby covenants and undertakes that from the date of possession of the Flat being handed over to the Purchaser, the Purchaser shall, along with the other occupants/ purchasers of various flats in the Project, be required to reimburse to the Promoters the ongoing proportionate lease rent in respect of the Land on a regular basis, until the execution of the lease deed/s in favour of the Organisation/ Apex Organisation

(as may be applicable) and in the event there is any delay or default in making such payment by the Purchaser, then the right of the Purchaser to the Flat shall automatically stand terminated forthwith and the Purchaser shall be disentitled from enjoying the Flat and in such an eventuality, the Flat shall revert to the Promoters, without the need for any further act, deed, matter or thing required to be done by the Promoters or the Purchaser in that regard.

- 16.4 The Purchaser covenants that all costs, charges and expenses including for reasons related to transfer charges, estate charges, lease rent (including arrears), interest, penalties due to any breach etc. shall be borne and paid by the Purchaser proportionately along with the other occupants/ purchasers of other flats in the Project, as may be applicable.

The Purchaser understands that the Purchaser hereby agrees to grant to the Promoters, all the facilities, assistance and co-operation as the Promoters may reasonably require from time to time even after the Promoters have delivered possession of the Flat to the Purchaser, so as to enable the Promoters to complete the scheme of development of the Property. **In accordance with the applicable laws**, the Promoters shall be entitled to modify, amend, alter, change the layout of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new wing/ structure either independent or by way of extension or in continuation or attached to the building under construction in the said Property with or without amendment of such layout, by following the procedure of the Act. The Purchaser understands that the entire scheme of the Project is planned such that the Layout Project will be undertaken in a phase wise manner and that the Purchaser shall at all times render full co-operation to the Promoters for successfully completing the Layout Project or create any hindrance or file any vexatious suits, proceedings, litigation with an intention to delay the Layout Project. The Purchaser further agrees that till completion of the Layout Project, the Purchaser shall never have any objection to the noise, dust, inconvenience caused to due to construction activities and that the Purchaser shall also have no objection to the Promoters storing building materials in the compound of the Project/ Layout Project.

- 16.5 The Purchaser confirms that the Promoters have given full, free and complete inspection of documents of title in respect of the Land (including the said Property) and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate dated 05/11/2020 issued by Universal Legal Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Promoters to the Property.

17 **OUTGOINGS:**

- 17.1 Commencing a week after notice in writing is given by the Promoters to the Purchaser that the Flat is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings namely local taxes, betterment charges, lease rent, 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 Project. Until the management of the Project is handed over to the Organisation/ Apex Organisation, the Purchaser shall pay to the Promoters such proportionate share of the outgoings as may be determined by the Promoters. The Purchaser shall pay to the Promoters provisional monthly contribution of Rs._____/ - (Rupees _____ only) towards the outgoings (from the second year onwards) regularly on or before the 5th (fifth) day of every month in advance and shall not withhold the same for any reason whatsoever. The amount so paid shall not carry any interest and remain with the Promoters until the management is handed over to the Organisation and/or Apex Organisation.

- 17.2 The Purchaser shall on or before the delivery of the possession of the Flat pay to the Promoters the following amounts:

Nature of charges	Amount
Share application and Entrance Fee	As Applicable
Legal Charges	Rs. ____/-
Water & Electricity Meter and Connection charges	Rs. ____/-
Recovery of Development/Infrastructure/MRTP Charges	Rs. ____/-
Club Membership Charges	Rs. ____/-
Adhoc charges towards proportionate share of taxes, maintenance lease rent etc.; and	Rs. ____/-
Corpus Fund	As Applicable
Consumer Durable - AC	As Applicable

The aforesaid purposes and the corresponding amounts are as per the present estimate and are subject to modification by the Promoters and shall not carry interest.

- 17.3 In the event of any additional amount becoming payable, the Purchaser shall, forthwith and on demand, pay such additional amounts to the Promoters, without any delay and/or objections and/or disputes of any nature whatsoever.

18 **INTEREST:**

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoters an interest at such rate as prescribed under the Act on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoters until the date such outstanding amount is received by the Promoters.

19 **STAMP DUTY AND REGISTRATION:**

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

20 **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 Purchaser 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.

21 **INDEMNIFICATION BY THE PURCHASER:**

The Purchaser shall indemnify and keep indemnified the Promoters and hold the Promoters 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 Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Purchaser 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 Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Flat.

22 **GENERAL PROVISIONS:**

22.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitutes 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 Promoters, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser'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.

22.2 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.

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

22.4 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.

22.5 All taxes, charges including but not limited to service tax, VAT 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 Purchaser to the Promoters or (iv) otherwise shall be to the account of the Purchaser alone and the Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Flat and the Promoter's decision as regards the quantum of the same shall be final and binding on the Purchaser.

22.6 The Permanent Account Number of the Parties are as follows:

S.No.	Name of the Party	PAN No.
1.	SLHPL	AABCS3987Q
2.	BLHPL	AAACB4170H
3.		

23 **DISPUTE RESOLUTION AND GOVERNING LAW:**

23.1 Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory_____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder

23.2 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai will have the jurisdiction for this Agreement.

24 **CONFIDENTIALITY:**

24.1 The Purchaser hereto agree 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 permission of the Promoters. The confidentiality obligations under this Clause shall survive even after handing over

the possession of the Flat and is legally binding on the Purchaser and shall always be in full force and effect.

24.2 The Purchaser shall not make any public announcement regarding this Agreement without prior permission of the Promoters.

24.3 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.
- (iv) The purchaser being a woman and is entitled to benefit of reduction of Stamp Duty 1% as per State Government notification dated 31/03/2021 bearing no. Mudrank 2021/UOR.12/CR.107/M-1/(Policy), read with Amended order dated 26/05/2023. The Transferee undertakes to abide by the condition mentioned in the said notification.

THE FIRST SCHEDULE REFERRED TO HEREINABOVE

(Description of the Land)

All that piece or parcel of land of leasehold of ground admeasuring 6377.09 sq. meters equivalent to 7627 sq. yards or thereabouts together with messages tenements or buildings standing thereon and known as Blocks A, E, M, F, B, G, N, C, H, D, L & K of Sitaram Building being land known as the plot south of Crawford Market situate lying and being at the junction of Hornby road and registered in the book of the Collector of Land Revenue under Nos. 8474 and bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492, and 4/1492 of Fort Division and bearing New Survey No.6-6-2551 (Part) and assessed by the Assessor and Collector of Municipal Corporation of Greater Bombay under 3 'A' Ward Nos. 3222 (1) and 3222 (2) and 3423 (5) and 3423 (5A) and street No. 189 D. N. Road, 189A Dr. D. N. Road and 32-40 Palton Road and 32A Palton Road, A- 3223 and 3423 (4) street No. 191 Hornby Road and 22-30 Palton Road, 3423 (3) and street No. 16-20 Palton Road and 3-25, Market Road, 3224 and 3225(1) and street No. 7-27 and 195 Hornby Road, A-3423(6) 3423 (6A) and 3423 (6B) and street No. 191 Hornby Road and 42-50 and 52-60 Palton Road and 42A Palton Road bounded as follows that is to say:-

On or towards the North	by Market Road,
On or towards the South	By the Junction of Palton Road and D.N. Road,
On or towards the East	By Palton Road,
On or towards the West	By Dadabhai Nawroji Road.

THE SECOND SCHEDULE REFERRED TO HEREINABOVE

(Description of the said Property)

All that piece or parcel of land of leasehold of ground admeasuring 728.02 square meters being portion of land bearing Cadastral Survey No. 1492, 1/1492, 2/1492, 3/1492 and 4/1492 of Fort Division bounded as follows that is to say.

On or towards the North	Block "A" of Sitaram Building
On or towards the South	Greenstone Heritage Wing "D"
On or towards the East	Greenstone Heritage Proposed Wing "H"
On or towards the West	By Dr. Dadabhai Nowroji Road

THE THIRD SCHEDULE REFERRED TO HEREIN ABOVE
(Description of the Flat)

Flat/Unit No. _____ admeasuring _____ square feet (_____ square meters) RERA carpet area as per the Act, on the ___ floor i.e. ___ Residential habitable floor, Wing "___" in the Project to be constructed on the Said Property. The built up area for purpose of Stamp Duty Calculation for the Flat shall be considered as _____ sq.ft. (_____ sq.mtrs).

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

SIGNED, SEALED and DELIVERED by **SUNRISE LIFESTYLES AND HOMES PRIVATE LIMITED**, the **SLHPL** herein being one of the Promoters, represented by its Director / Authorised Signatory -----, duly appointed vide Board Resolution dated [-----] in the presence of:
Witness:
 Signature

SIGNED, SEALED and DELIVERED by **BEAUTY LIFESTYLES AND HOMES PRIVATE LIMITED**, the **BLHPL** herein being one of the Promoters, represented by its Director / Authorised Signatory -----, duly appointed vide Board Resolution dated [-----] in the presence of:
Witness:
 Signature

SIGNED and DELIVERED by]

Mr/Mrs/Miss-----,
the **Purchasers** herein, in the presence of:

Witness:

Signature]
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Annexure "A"
(Plan with Land delineated in red coloured boundary lines)

Annexure "B"
(Photocopy of BMC Approval for Renewal of Lease)

Annexure "C"
(Photocopy of BMC Approval for Amalgamation of Lands)

Annexure "D"
(Copies of Index II of Development Agreement & Supplemental Agreement)

Annexure "E"
(Proposed Layout)

Annexure "F"
(RERA Registration Certificate)

Annexure "G"
(Copy of Intimation Of Disapproval)

Annexure "H"
(Copy Of Commencement Certificate)

Annexure "I-1", "I-2", "I-3", "I-4" and "I-5"

(Property Register Cards in respect of the Land)

Annexure "I-6"

(City Survey Plan in respect of the Land)

Annexure "J"

(Copy Of Title Certificate)

Annexure "K"

(Common Areas And Facilities)

A.) Description of the Common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Staircase	31.12.2029	31.12.2037	64.26 Sq.Mtrs Per Floor
ii.	Lift Lobby	31.12.2029	31.12.2037	72.15 Sq.Mtrs Per Floor
iii.	Entrance Lobby	31.12.2029	31.12.2037	52.38 Sq.Mtrs Per Floor
iv.	Terrace Lounge	31.12.2029	31.12.2037	221.12 Sq.Mtrs
v.	Gym	31.12.2029	31.12.2037	240.55 Sq.Mtrs
vi.	Game Zone	Issued	31.12.2037	335.88 Sq.Mtrs
vii.	Banquet Hall	Issued	31.12.2037	234.57 Sq.Mtrs
viii.	LOS	31.07.2037	31.12.2037	372.49 Sq.Mtrs
ix.	Passenger Lift	-	-	-
x.	Fire Evacuation Lift	-	-	-

B.) Facilities/ Amenities provided/ to be provided within the building including in the common area of the building:

	Type of Facilities / Amenities provided	Phase Name/ Number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society / Common Organization	Size/ Area of the Facilities / Amenities	FSI Utilized or Free of FSI
i.	Terrace Lounge		31.12.2029	31.12.2037	221.12 Sq.Mtrs	Free Of FSI

C.) Facilities/ Amenities provided/ to be provided within the Layout and/or the common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Gym		31.12.2029	31.12.2037	240.55 Sq.Mtrs	Free Of FSI
ii.	Game Zone		Issued	31.12.2037	335.88 Sq.Mtrs	Free Of FSI
iii.	Banquet Hall		Issued	31.12.2037	234.57 Sq.Mtrs	Free Of FSI

D.) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and/or within the layout:

	Type of open Spaces (RG / PG) to be provided	Phase Name / Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the Common Organization
i.	LOS	Last Phase	372.49 Sq.Mtrs	31.07.2037	31.12.2037

E.) Details and specifications of the lifts:

	Type Lift (Passenger / Service/ Stretcher/ goods / fire evacuation / any other)	Total No. of Lifts provided	Number of Passenger or carrying capacity in weight (Kg)	Speed (mtr / sec)
i.	Passenger Lift	03	13nos	2.5 m/sec
ii.	Fire Evacuation Lift	01	13nos	1.5 m/sec

Annexure "L"

(Floor Plan of Flat and shown shaded in colour green on the plan)

Annexure "M"

(Fixtures & Fittings)

Annexure "N"

(Floor Plan of Car parking shown shaded in color red on the plan)

Annexure "O"

(The Payment Schedule)

The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) in the following manner :-

- i. Amount of Rs. _____ /-(_____) (not exceeding 30% of the

total consideration) to be paid to the Promoter after the execution of Agreement.

- ii. Amount of Rs. _____ /-(_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____ /- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____ /-(_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____ /- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____ /-(_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. _____ /-(_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. _____ /- (_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.