

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2019;

### BETWEEN

**RUPVAKULA PROPERTIES PRIVATE LIMITED**, a company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at office no. 112, B Wing, Kailash Plaza Building, Odeon, Vallabaug Lane, Ghatkopar (East), Mumbai 400 077, hereinafter referred to as the “**Promoters**”, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

### AND

1. \_\_\_\_\_, Indian Inhabitant(s) residing at hereinafter referred to as the “**Purchaser(s)**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership Firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART**;

The Promoters and the Purchaser(s) are hereinafter for the sake of brevity collectively and jointly referred to as “**Parties**” and individually as “**Party**”.

### WHEREAS

- A. The Promoters state that the Promoters are entitled to develop all those pieces or parcels of land bearing C.T.S. No. 184(c) part and C.T.S. No. 222 of Village Ghatkopar alongwith C.T.S. No. 1/A(part) of Village Vikhroli each admeasuring 58.12 square metres, 5615.20 square metres and 902.50 square metres respectively of Taluka Kurla lying, being and situated at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077 in the Registration District and Sub-District of Mumbai Suburban and more particularly described in Part A, Part B and Part C in the **First Schedule** hereunder written and delineated by red colour boundary line on the plan, hereto annexed and marked as **Annexure “A”**, (hereinafter collectively referred to as the “**said Larger Land**”);
- B. The details pertaining to the flow of title/ rights/ entitlement of the Promoters to the said Larger Land are as follows-
  - B.1. Maharashtra Housing and Area Development Authority (“**MHADA**”), a corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVII of 1977) is the owner of the said land bearing C.T.S.

No. 184(c) of Village Ghatkopar at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077. The total area of the said land bearing C.T.S. No. 184(c) as per the Property Register Card admeasures 71,955 square metres;

B.2. Government of Maharashtra is the owner of the following lands:

B.2.1. piece and parcel of land bearing C.T.S. No. 222 of Village Ghatkopar at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077. The total area of the said land bearing C.T.S. No. 222 as per the Property Register Card admeasures 5615.20 square metres;

B.2.2. piece and parcel of land bearing C.T.S. No. 1/A of Village Vikhrol at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077. The total area of the said land bearing C.T.S. No. 1/A as per the Property Register Card admeasures 98,53,809.80 square metres.

B.3. One, Ghatkopar Laxminagar Shree Rameshwar Co-operative Housing Society Limited was formed and registered on 23<sup>rd</sup> September, 1992 under reference no. BOM/WN/HSG/TO/6301/1992/93 by the Asst. Registrar, Co-operative Societies (SRA) (hereinafter referred to as the "**said Rameshwar Society**") comprising of in all 243 who members were the slum dwellers occupying their respective structures on the piece and parcel of land bearing C.T.S. No. 184(c) part and also on a portion of land bearing C.T.S. No. 222;

B.4. The members of the said Rameshwar Society thereafter intended to redevelop the aforesaid lands under the prevailing Slum Rehabilitation Development Scheme. Accordingly, draft Annexure – II was prepared and submitted to Maharashtra Housing and Area Development Board, who is the competent authority for the certification of the Annexure – II;

B.5. The said Rameshwar Society thereafter, in its Annual General Body Meeting held on 30<sup>th</sup> April, 1995 passed a resolution with more than 70% of eligible members and unanimously appointed the Promoters herein to develop the said lands occupied by them and accordingly the said Rameshwar Society executed development agreement dated 20<sup>th</sup> April, 1995 by and between the said Rameshwar Society of One Part and the Promoters herein on the Other part, alongwith irrevocable Power of Attorney 8<sup>th</sup> April, 1995 upon the terms and conditions and in the manner as more particularly mentioned in the said development agreement dated 20<sup>th</sup> April, 1995. At that point of time, the said Ramehswar Society, MHADA and the Promoters were under presumption that the structures of the respective members of the said Rameshwar Society was standing only on the said land bearing C.T.S No. 184(part) and therefore, the said Rameshwar Society only mentioned C.T.S bearing No. 184(part) in the said development agreement dated 20<sup>th</sup> April, 1995;

B.6. Subsequently, the concerned officers of MHADA after carrying out the due procedure as prescribed under the applicable laws, issued its No Objection Certificate under no. SRD/Ghatkopar(E)/NOC/4836 dated 3<sup>rd</sup> August, 1996 on the said land bearing C.T.S. No. 184(part) of Ghatkopar Village admeasuring 4611.07 square metres and certified/declared Annexure – II for 243 number of eligible slum dwellers;

B.7. Initially, Slum Rehabilitation Authority (“**SRA**”) had approved Slum Rehabilitation Development Scheme and had on application of the Promoters herein, issued in favour of Architect, M/s. Ranjit Naik Architects Pvt. Ltd., a Letter of Intent bearing no. Dy.CE/SI/4548 dated 31<sup>st</sup> October, 1996;

B.8. The Promoters herein, thereafter subsequently, submitted the proposal of S.R. Scheme under Reg. 33(10) of amended DCR 1991 and the same was approved by SRA in accordance with the provisions of Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 (“**Slum Act**”) and accordingly revised Letter of Intent bearing no. SRA/Eng/359/N/MHL/LOI dated 21<sup>st</sup> August, 1999 was issued by SRA in the name of the Promoters;

B.9. One of the conditions of the said LOI dated 31<sup>st</sup> October, 1996 was to demarcate the boundary of the scheme. In accordance with the same, CTSO(IC) SRA by its letter dated 5<sup>th</sup> December, 2002, intimated City Survey Officer, Ghatkopar to carry out the joint demarcation of the said lands occupied by slum structures of the said Rameshwar Society;

B.10. During the course of joint demarcation, it was ascertained by the competent authorities and the Promoters that the part of the slum structures of the said Rameshwar Society was only standing on all that pieces of parcels of land bearing C.T.S. No. 184(c) part and covering an area of only 58.12 square metres and the balance slum structures of the said Rameshwar Society were standing on the adjoining piece and parcel of land bearing C.T.S. No. 222 covering the portion of entire area admeasuring 5,615.20 square metres;

B.11. The Promoters have represented that:

B.11.1. all that piece and parcel of land bearing C.T.S. No. 1/A part is adjacent to C.T.S. No. 222 and is occupied / encroached by 101 slum dwellers who formed a proposed society in the name of Namrata Co-operative Housing Society (prop) (hereinafter referred to as the “**said Namrata Society**”) for the redevelopment of said land occupied by them being C.T.S. No. 1/A part and a portion of C.T.S. No. 222;

B.11.2. SRA vide its letter dated 2<sup>nd</sup> January, 1997 bearing reference no. Dy. CE/SRA/503 directed Architect M/s. Ranjit Naik Architect Pvt. Ltd. to include the said 101 slum dwellers (of the said Namrata Society) in the Slum Rehabilitation Development Scheme of C.T.S. No. 184 part who are coming in the alignment of 13.40 metres wide D.P. Road abutting the C.T.S. No. 184 part;

B.11.3. Thereafter once again, a further supplement Annexure – II dated 30<sup>th</sup> November, 2004 was prepared by Dy. Collector (ENC & RMO) wherein 100 number of slum dwellers were declared eligible and 05 number of slum dwellers were declared as ineligible from the said Namrata Society for the benefit of free housing tenement on a portion of the said land bearing C.T.S. No. 1/A part;

B.11.4. The said Namrata Society in its Annual General Body Meeting held on 6<sup>th</sup>

April, 2003 passed a resolution with more than 70% of eligible members and unanimously appointed the Promoters herein to redevelop the said land occupied by them;

B.11.5. Under a development agreement dated 15<sup>th</sup> May, 2003 executed by and between the said Namrata Society of One Part and the Promoters herein on the Other part, the said Namrata Society granted, conferred and entrusted the development rights in respect of all that pieces and parcels of land occupied by them in favour of the Promoters herein, upon the terms and conditions and in the manner as more particularly mentioned in the said development agreement dated 15<sup>th</sup> May, 2003 and agreed to appoint the Promoters herein for undertaking the development of all that piece and parcel of land occupied by them;

B.11.6. The members of the said Namrata Society have also granted an irrevocable power of attorney dated 15<sup>th</sup> May, 2003 in favour of the Promoters herein authorizing them to do all such acts, deeds, matters and things thereby conferring various powers and authorities to Promoters for carrying out the development of the all that pieces and parcels of land occupied by them as more particularly mentioned in the said irrevocable power of attorney dated 15<sup>th</sup> May, 2003;

B.11.7. SRA accordingly, approved the layout for the Slum Rehabilitation Scheme and in accordance with the same, the Promoters herein originally proposed total 4 (four) buildings viz. (i) Rehab Building No. 1 comprising of constructed Rehab Area, (ii) Composite Building No. 2 comprising of the constructed Rehab and Sale Component (originally containing Wing 'A', 'B', 'C' and 'D' and subsequently deleting Wing 'A' and retaining 'B', 'C' and 'D', (iii) Composite Building No. 3 comprising of the constructed Rehab and Component including a municipal school and (iv) Rehab Building No. 4 comprising of the constructed Rehab Area;

B.11.8. The competent authorities of SRA inter alia approved the plans for construction of the two buildings on the said Larger Land viz. (i) Composite Building No. 2 and (ii) Rehab Building No. 4 to be constructed on a portion of the said Larger Land and issued Intimation of Approvals (i) bearing no. SRA/ENG/468/N/PL/AP dated 21<sup>st</sup> August, 1999 in respect of Composite Building No. 2 and (ii) bearing no. SRA/ENG/1033/N/MHL/AP4 dated 21<sup>st</sup> January, 2004 in respect of said Rehab Building No. 4 in favour of the Promoters;

B.11.9. The competent authorities of SRA, on completion of the Composite Building No. 2 and Rehab Building No. 4 inter alia granted Part Occupation Certificate vide reference no. SRA/ENG/468/N/MH/AP dated 30<sup>th</sup> August, 2003 in respect of Composite Building no. 2 and Full Occupation Certificate vide reference no. SRA/ENG/1033/N/MHL/AP4 dated 16<sup>th</sup> November, 2006 in respect of Rehab Building No. 4 to the Promoters;

B.11.10. In the meantime, the Promoters had submitted demarcation plan from City

Survey Office, Ghatkopar and as per the said demarcation plan, the C.T.S. No. of the major area of the lands on which the scheme was sanctioned is bearing C.T.S. No. 222 instead of C.T.S. No. 184(part) i.e. the above C.T.S. No. 222 and only a small portion of C.T.S. No. 184, [i.e. C.T.S. No. 184(c) part] and is in the approved Slum Rehabilitation Scheme implemented on the portion of the said Larger Land and hence SRA had issued revised Letter of Intent dated 10<sup>th</sup> January, 2006 in favour of the architect, the Promoters and the said Rameshwar Society for redevelopment of the portion of the said Larger Land;

B.11.11. Subsequently, the Slum Rehabilitation Scheme was once again revised to accommodate the slum dwellers of the said Namarata Society from the adjoining C.T.S. No. 1/A part as defined hereinabove in the Slum Rehabilitation Scheme of C.T.S. No. 184(c) part and C.T.S. No. 222, and revised Letter of Intent in this regard was issued on 7<sup>th</sup> March, 2012 under reference no.SRA/ENG/359/N/MHL-STGL/LOI in the name of the architect, the Promoters & the said Namarata Society;

B.11.12. The competent authorities of SRA inter alia approved the plans for construction of the 3 (three) buildings viz. Composite Building No. 3, Rehab Building No. 1 and Sale Building No. 5 on the portion of the said Larger Land and issued Intimation of Approvals viz. (i) bearing no.SRA/ENG/2862/N/STGL/MHL/AP dated 29<sup>th</sup> June, 2012 in respect of Composite Building No. 3, (ii) bearing no.SRA/ENG/2998/N/MHL-STGL/AP dated 30<sup>th</sup> November, 2012 in respect of Rehab Building No. 1 and (iii) bearing no.SRA/ENG/2998/N/MHL-STGL/AP dated 16<sup>th</sup> January, 2015 in respect of Sale Building No. 5 in favour of the Promoters;

B.11.13. Subsequently, SRA issued a further amended Letter of Intent bearing No.SRA/Eng/359/N/MHL-STGL/LOI dated 06<sup>th</sup> February, 2018 (hereinafter referred to as the "**said Amended LOI**") inter alia permitted Floor Space Index ("**FSI**") of 3.12 whereby the saleable built up area is now 7969.31 square metres;

B.11.14. The Promoters had submitted a proposal for further approvals and amendments in the said originals plans and approvals in respect of the aforesaid 3 (three) buildings viz. Rehab Building No. 1, Sale Building No. 5 and Rehab Building No. 6 and SRA vide (i) reference no. SRA/ENG/2998/N/MHL-STGL/AP dated 20<sup>th</sup> February, 2018 inter alia approved amendment for conversion of Rehab Building No. 1 to Sale Building No. 1, (ii) reference no. SRA/ENG/3176/N/MHL-STGL/AP dated 20<sup>th</sup> February, 2018 inter alia approved amendment for conversion of Sale Building No. 5 to Composite Building No. 5 and (iii) reference no. SRA/ENG/3176/N/MHL-STGL/AP dated 20<sup>th</sup> February, 2018 inter alia approved Rehab Building No. 6;

C. Out of the aforesaid 6 (six) buildings viz. Sale Building No. 1, Composite Building No. 2, Composite Building No. 3, Rehab Building No. 4, Composite Building No. 5 and Rehab Building No. 6 to be constructed on the said Larger Land, the Promoters have completed construction of Wing 'B', Wing 'C' and Wing 'D' of Composite Building

No. 2, Composite Building No. 3 and Rehab Building No. 4 on the portion of the said Larger Land admeasuring 2359.91 square metres and have obtained full and part occupation certificates in respect thereof and the Promoters are in the process of developing buildings on the remaining portion of the said Larger Land (hereinafter referred to as the “**said Property**”);

D. Upon an application made by the Promoters, the competent authority on 6<sup>th</sup> November, 2018 have sanctioned the layout plan of the said Larger Land and the said Larger Land has been notionally divided in the following plots and a copy of the approved layout is hereto annexed and marked as Annexure “B”:

Sr. No.	Sub-divided Plot No.	Plot Area (in square metres)
1)	SUB PLOT – A	4225.50
2)	SUB PLOT – B	37.01
3)	SUB PLOT – C	1136.92
4)	SUB PLOT – D	788.18
5)	SUB PLOT – E	388.21

E. The Promoters plan to develop the said Property in phases/ phase-wise development and split up into different zones/phases, and are desirous of putting up various buildings/ structures upon the said Property. The Promoters shall in the course of development of the said Larger Land shall amalgamate and sub-divide the said Larger Land into plots;

F. The Promoters are constructing a residential building to be known as Sale Building No.1 in the Project known as ‘**Prima Vista**’ consisting of stilt/ ground floor and 16 (sixteen) upper floors (hereinafter referred to as the “**said Sale Building**”) on the portion of the said Property admeasuring 788.18 square metres or thereabouts, being Sub Plot – D referred hereinabove (hereinafter referred to as the “**said Project Land**” and more particularly described in the Second Schedule hereunder written and shown in blue colour boundary lines on the plan annexed and marked as Annexure “C”), with club house etc., subject to obtaining necessary permissions and approvals from the concerned local and statutory authority;

G. The Promoters propose to construct several buildings on remaining portions of the said Property as per the tentative layout plan which is annexed hereto and marked as Annexure “D”, one of which would comprise of the Composite Building No. 5 (hereinafter referred to as the “**said Composite Building**”) and which Composite Building would comprise of rehab tenements, sale tenements and car-parking system/ parking tower/ parking spaces for apartment/ flat purchases/ occupants of the said Sale Building known as Prima Vista and for flat/ apartment purchasers/ occupants of the sale component in the said Composite Building (hereinafter referred to as the “**said Parking Tower**”). For the sake of brevity and ease of reference in this Agreement, the portion of land on which the said Composite Building is to be constructed and is shown in red colour hatched lines on the plan hereto annexed as Annexure “D”. The land beneath the said Parking Tower shall be admeasuring 99.18 square metres (hereinafter referred to as the “**said Parking Tower Land**”);

H. The Promoters have employed the services of Architects viz. Grit Architectural

Consultancy Pvt. Ltd. registered with the Council of Architecture as architects for municipal sanction and other supervisory works etc and has also appointed a Structural Engineer Fakhri A. Hasamwala & Associates for preparation of the structural design and drawings of the said Sale Building and the Promoters accept the professional supervision of the Architect and Structural Engineer till the completion of the said Sale Building;

- I. The competent authority of SRA has now sanctioned amended Intimation Of Approval bearing no. SRA/ENG/2998/N/MHL-STGL/AP dated 20<sup>th</sup> February 2018 ("Amended I.O.A.") and Commencement Certificate bearing No. SRA/ENG/2998/N/MHL-STGL/AP ("C.C.") dated 14<sup>th</sup> July 2014 duly revalidated from time to time inter alia for construction of the said Sale Building. Hereto collectively annexed and marked as Annexure "E" are copies of the Amended I.O.A. and C.C. The Promoters shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Project;
- J. SNG & Partners, Advocate & Solicitors for the Promoters, by their Title Certificate dated 1<sup>st</sup> June 2018 have certified the title of the said Larger Land, as clear marketable and free from all encumbrances and reasonable doubts. A copy of the Title Certificate issued by SNG & Partners and the copies of the Property Card of the said Project Land have been annexed hereto and marked as Annexure "F" and Annexure "G" respectively;
- K. The Promoters are constructing the said Sale Building as a phase of a real estate project and as such is a separate project (hereinafter referred to as the "**said Project/ Real Estate Project**") as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Promoters have registered the said Project under the provision of the RERA and the RERA Rules with the Real estate Regulatory Authority ("**Authority**") at Mumbai under no. P51800020122 on 29<sup>th</sup> March, 2019. A copy of RERA Registration Certificate issued by the Authority is annexed and marked as Annexure "H" hereto;

The relevant details along with the annexures annexed to this Agreement are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- L. The Purchaser(s) has/have demanded inspection from the Promoters and the Promoters have given inspection to the Purchaser(s) of all documents of title relating inter-alia to the said Larger Property and the said Project Land including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoters' Architects, the Title Certificate, revenue records and all other documents as specified under the RERA Act and the RERA Rules, as amended upto date and the Purchaser(s) is/are fully satisfied with the title of the Promoters in respect of the said Project Land and the Promoters' right to allot various premises in the said Project to be constructed on the said Project Land and has/have agreed not to raise

any requisitions on or objections to the same;

M. The Purchaser(s) after having investigated and after being fully satisfied in respect of title of the Promoters to the said Property and the said Project Land, has/have approached the Promoters and requested the Promoters to allot to him/her/them Apartment No. admeasuring \_\_\_ square meter carpet area on the \_\_\_ habitable floor in the Sale Building to be constructed on the said Project Land, which apartment is shown in red colour hatch lines on the typical floor plan annexed and marked as **Annexure "I"** hereto (hereinafter referred to as the "**said Apartment**") for the consideration of Rs. /- (Rupees Only) (hereinafter referred to as the "**said Sale Price**") and on the terms and conditions hereinafter appearing more particularly described in the Third Schedule hereunder written. The said Apartment has attached balcony/ies/terrace as shown in blue hatched lines on floor plan annexed and marked as **Annexure "I"** hereto;

N. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Apartment agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908;

O. Relying upon the said applications, declaration and agreement herein contained, the Promoters have agreed to allot to the Purchaser(s) the said Apartment, at the said Sale Price and on the terms and conditions hereinafter appearing.

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

**1. AGREEMENT**

1.1. The recitals contained above and schedules and annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.

**2. CONSTRUCTION OF THE SAID PROJECT/ SALE BUILDING**

2.1. The Promoters shall construct the said Sale Building on the said Project Land in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser(s) with such variations and modifications as may consider necessary or as may be required by the Government, Slum Rehabilitation Authority, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Promoters shall have to obtain prior consent in writing of the Purchaser(s) in respect of any variations or modifications which may adversely affect the said Apartment, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser(s);

2.2. The Purchaser(s) hereby further agree/s and covenant/s with the Promoters to render full co-operation to the Promoters and to sign and execute all papers and documents, in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the said Project, in accordance with the approvals or such other plans as may be approved by the Slum Rehabilitation Authority and/ or any other local/ concerned authority from time to time.

### 3. PURCHASE OF THE SAID APARTMENT AND SALE PRICE

3.1. The Purchaser(s) hereby agree/s to purchase from the Promoters and the Promoters hereby agree to allot to the Purchaser(s) the said Apartment being Apartment No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet carpet area or thereabout on 4th habitable floor in the Sale Building and as shown in red colour hatch lines on the typical floor plan annexed and marked as Annexure "I" at and for the lumpsum price of Rs. \_\_\_\_\_/- (Rupees Only) (hereinafter referred to as the "**said Sale Price**") payable by the Purchaser(s) to the Promoters in the manner as mentioned in Clause 3.4 below. The said Apartment is hereinafter collectively referred to as the "**said Premises**".

3.2. The design of the said Premises is subject to amendments and changes as may be stipulated by the SRA, MCGM, any other local or planning authority, Government and as per the requirements of the Promoters. The Purchaser(s) hereby further agree/s and covenant/s with the Promoters to render full co-operation to the Promoters and to sign and execute all papers and documents, in favour of the Promoters or otherwise as may be necessary for the purpose of enabling the Promoters to construct the Sale Building, in accordance with the Building Approvals or such other plans as may be approved by the SRA hereafter.

3.3. The Promoters shall confirm the final carpet area of the said Apartment that has been agreed to be allotted to the Purchaser(s) only after construction of the said Project is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Apartment, subject to variation cap of 3%. The said Sale Price payable for the said Apartment shall be recalculated based on the carpet area of the said Apartment. If there is any reduction in carpet area of the said Apartment, then the Promoters shall refund the excess money paid by the Purchaser(s) within 60 (Sixty) days together with the interest on the excess amount. The interest payable by the Promoters shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as the "**said Interest Rate**"). In the event of increase in carpet area of the said Apartment, the Purchaser(s) shall make the payment of such excess area in the immediate next installment of the said Sale Price.

3.4. The Purchaser(s) hereby agree/s, covenant/s and undertake/s to pay the said Sale Price of Rs. /- (Rupees only) along with applicable Goods and Services Tax and any other Taxes as to the Promoters as follows:-

<b>Payment Schedule</b>	
<b>Particular</b>	<b>Amount (Rs.)</b>
Paid on Execution hereof as the Earnest Amount	
On Completion of Plinth	
On Completion of 1st Habitable slab	
On Completion of 3rd slab	
On Completion of 5th Slab	
On Completion of 7th Slab	
On Completion of 9th Slab	
On Completion of 11th Slab	
On Completion of 13th Slab	
On Completion of 15th Slab	
On Completion of Terrace/16th Slab	
On Completion of Walls and Internal plaster	
On Completion of floorings, doors and windows	
On Completion of sanitary fitting, staircases, lift wells and lobbies upto floor level	
On Completion of external plumbing and external plaster	
On Completion of the lifts, water pumps and electrical fittings	
On Possession	
<b>Total</b>	

Time for payment of each installment is the essence of the contract.

3.5. The Purchaser(s) hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoters, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. The aforesaid installments shall be paid within 15 (fifteen) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser(s) for non-payment of any amount or amounts.

3.6. The said Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Purchaser(s), which shall only be applicable on subsequent payments.

3.7. The Purchaser(s) shall make all payments of the said Sale Price due and/or payable to the Promoters through an account payee cheque/ demand draft/ pay order/ wire transfer/ any other instrument drawn in favour of RPPL PRIME VISTA MASTER COLLECTION A/C". In case of any financing arrangement entered by the Purchaser(s) with any financial institution with respect to the said Apartment, the Purchaser(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards the said Sale Price due and payable to the Promoters through an account payee cheque/ demand draft/ wire transfer/ any other instrument drawn in favour of "RPPL PRIME VISTA MASTER COLLECTION A/C". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Apartment and shall be construed as a breach on the part of the Purchaser(s), in which event without prejudice to the right of the Promoters to charge interest at the said Interest Rate on the amounts due, the Promoters shall be entitled to terminate this Agreement and forfeit 5% (five percent) of the said Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser(s) within 30 (thirty) days from the date of such termination of this Agreement.

3.8. The said Sale Price is exclusive of all taxes, levies, duties, cesses etc. In addition to the said Sale Price, the Purchaser(s) shall pay all other amounts mentioned herein including the amounts mentioned in Clause 17.1 hereinafter. Any of the taxes including Goods and Services Tax ("GST"), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on the said Sale Price or on other amounts payable under this Agreement, shall be borne and paid by the Purchaser(s) alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. It is further clarified that the estimated input tax credit of GST (on pro rata basis) is already adjusted and appropriated in the determination of the Sale Price as agreed herein. It is mutually agreed between the Parties that Purchaser(s) will not claim any additional amount for input tax credit in future even if there is minor variation in the estimates versus actuals.

3.9. The Purchaser(s) are aware that as per present statute, GST is leviable/applicable on the said Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser(s) to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser(s) hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser(s) shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation

of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser(s) to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by authorities, the Purchaser(s) shall be solely and exclusively liable to bear and pay the same and the Purchaser(s) do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its partners from time to time and their survivors and the heirs, executors, administrators and assigns of the last surviving partner in respect thereof.

3.10. The Purchaser(s) further agree/s, undertake/s and covenant/s that while making the payment of installments of the said Sale Price and GST thereon, the Purchaser(s) shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser(s) after making payment of each installments and GST, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day the month on which respective form/s is/are filed, shall furnish challan to the Promoters. The Purchaser(s) is/are aware that the time to make the payment of installments and GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser(s) to make the payment of any of the installment together with GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoters to cancel and terminate this Agreement, the Purchaser(s) shall be liable to pay interest at the said Interest Rate to the Promoters on all delayed payments from the due date till the date of realization thereof.

3.10. In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall, notwithstanding any instructions to the contrary, by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards Interest for delayed payment, Statutory Taxes & Levies, any other previous outstanding dues and thereafter towards the principal amount of the delayed payment.

#### 4. DESCRIPTION OF INTERNAL AMENITIES

4.1. It is expressly agreed that the said Apartment shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure "J"** hereto (hereinafter referred to as "**the said Internal Amenities**") and the Purchaser(s) confirm/s that the Promoters shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Apartment.

4.2. The Purchaser(s) agree/s not to claim any rebate and/or discount and/or concession in the said Sale Price on account of such change/substitution. It is further agreed by and between the Parties hereto that in respect of the said Internal Amenities, the Promoters may in its discretion provide to the Purchaser(s) an option to avail additional internal amenities and/or carry out internal changes.

4.3. In the event, if the Purchaser(s) decide/s to avail any additional internal amenities (over and above the Internal Amenities as mentioned in **Annexure "J"** hereto) and/or requires the Promoters to carry out internal changes in the said

Apartment, the Purchaser(s) shall pay to the Promoters such further amounts for the same as may be mutually decided between the Parties. Such sum shall be over and above the said Sale Price and other amounts payable by the Purchaser(s) to the Promoters hereunder.

## 5. PARKING SPACE(S)

- 5.1. The Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Space(s) by the Promoters and/or the Organisation / Co-operative Society to be formed by all the purchasers of apartments in the respective the said Project and shall pay such outgoings in respect of the Parking Space(s) as may be levied by such Organisation to be formed by them.
- 5.2. The Purchaser(s) herein agree/s and confirm/s that Parking Space(s), if allotted shall be used for parking of the motor vehicles only and shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and/or construction of any nature shall be carried out in the Parking Space(s);
- 5.3. The Purchaser(s) herein agree/s and confirm/s that he/she/they shall not raise any objection to the designation/ selections of parking done/ to be done by the Promoters for other purchasers and accept designation of the Parking Space(s) if allotted to the Purchaser(s) herein;
- 5.4. The Purchaser(s) acknowledge/s and understand/s that the car parking spaces that will be provided for in the said Parking Tower shall be in the form of an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as the "**Mechanical Parking**"). The Purchaser(s) is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser(s) acknowledge/s that the Purchaser(s) has/have no objection to the same. The Purchaser(s) is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.
- 5.5. The Purchaser(s) hereby confirm/s that the Purchaser(s) has/have no objection to the aforesaid and that the Purchaser(s) shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Purchaser(s). The Purchaser(s) hereby agree/s and undertake/s that the Purchasers shall bear the costs and expenses of the maintenance of such Mechanical Parking system along with the said Parking Tower and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical

Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

## **6. EVENT OF DEFAULT, FAILURE IN PAYMENT OF THE SAID SALE PRICE AND CONSEQUENCES**

- 6.1. The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events (“**Events of Default**”):
  - 6.1.1. If the Purchaser(s) delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
  - 6.1.2. If the Purchaser(s) commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
  - 6.1.3. If the representation, declarations and/or warranties etc. made by the Purchaser(s) in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser(s) is untrue or false;
  - 6.1.4. If the Purchaser(s) has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
  - 6.1.5. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser(s) or in respect of all or any of the assets and/or properties of the Purchaser(s);
  - 6.1.6. If the Purchaser(s) have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser(s) involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
  - 6.1.7. If the Purchaser(s) carries out any structural alteration and/or addition in respect of the said Apartment or said Project/ Sale Building or any part thereof;
  - 6.1.8. If the Purchaser(s) fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Apartment or any part thereof;
- 6.2. On happening or occurring of any of the Event of Default, the Promoters without any further act and/or reference and/or recourse to the Purchaser(s) and in the event of the Promoters so terminating this Agreement, the Promoters shall be entitled to forfeit a sum equivalent to 5% (five percent) of the amount of the said Sale Price as receivable by the Promoters from the Purchaser(s) hereunder plus brokerage charges, if any. The Promoters shall also be free and entitled to deal with the said Apartment, in any manner as the Promoters in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser(s) and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration of any document or deed of cancellation. The Promoters shall not

be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the said Sale Price and/or interest and/or otherwise.

6.3. Provided that prior to termination of this Agreement, the Promoters shall give a notice of 30 (thirty) days in writing to the Purchaser(s) (“**Default Notice Period**”), by courier / e-mail / registered post A.D. at the address provided by the Purchaser(s), intimating the Purchaser(s) with the specific breach or breaches of the terms and conditions of this Agreement. If the Purchaser(s) fail(s) to rectify the breach or breaches mentioned by the Promoters, within the Default Notice Period, then at the end of the Default Notice Period, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser(s) (“**Promoters Termination Notice**”) to be served by courier / e-mail / registered post A.D. at the address provided by the Purchaser(s) and thereafter, this Agreement shall stand terminated and cancelled. The refund without any interest thereon shall be made to the Purchasers within a period of 30 (thirty) days from date of termination. The amount of refund to be paid by the Promoters in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoters pursuant to this Agreement and other amounts payable by the Purchaser(s) hereunder (as may be payable by the Purchaser(s), up to the date of termination).

6.4. In the event of the Purchaser(s) committing default of the payment of the installments of the said Sale Price or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Purchaser(s) shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser(s), at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser(s) has/have cleared the mortgage/debt/charge within 15 days from the Promoter Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser(s) shall be entitled to the refund of the amount (if any). However, the Promoters shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser(s) from the balance amount standing to the credit of the Purchaser(s) with the Promoters towards the said Apartment and (paid by him/her/them to the Promoters towards the said Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Apartment. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser(s) shall be entitled to refund the balance amount standing credited to the account of the Purchaser(s) (if any) with the Promoters towards the said Apartment. Notwithstanding all that is stated hereinabove, it shall **ALWAYS** be obligatory on the part of the Purchaser(s) to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser(s) shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser(s) has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser(s) shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser(s) has applied for loan to

such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser(s) is rejected. In the event of the failure of the Purchaser(s) to pay the installments of the consideration amount the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser(s) shall forthwith on demand pay to the Promoters his /her / their proportionate share to make up such deficit.

- 6.5. The Purchaser(s) hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoters/its transferee/s/ allotted/s/ nominee/s and/or otherwise in to upon the said Premises, in an event of termination of this Agreement by the Promoters PROVIDED HOWEVER THAT strictly without prejudice to the aforesaid, the Promoters in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement as aforesaid, permit the Purchaser(s) to pay the said installments after their respective due dates but after charging interest thereon at the agreed interest rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser(s) till the date of actual payment thereof).
- 6.6. In the event of any delayed payment being received by the Promoters from the Purchaser(s), the Promoters shall, notwithstanding any instructions to the contrary, by the Purchaser(s) accompanying such payment, be entitled to appropriate the amount received first towards interest for delayed payment, Statutory Taxes & Levies, any other previous outstanding dues and thereafter towards the principal amount of the delayed payment.

## **7. VOLUNTARY CANCELLATION BY PURCHASER(S)**

In the event, the Purchaser(s) desire/s to cancel the allotment of the said Apartment for any reason whatsoever (save and except the Promoters fail(s) to offer the possession of the said Apartment in terms of this Agreement), then Promoters shall be entitled to forfeit the amounts equivalent upto 5% (five per cent) of the said Sale Price plus brokerage charges, if any and the Purchaser(s) shall not be entitled to such amount paid by him/her/them to the Promoters. The Promoters shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the said Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser(s), as specified hereinabove, shall be deducted from the amount received by the Promoters from the Purchaser(s) till the time of such cancellation. The Promoters shall return the balance amount (without interest) as may have been received by the Promoters towards the Sale Price (if any), to the Purchaser(s) within 30 (thirty) days from the date of such cancellation.

## **8. SATISFACTION ON TITLE**

- 8.1. All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

8.2. The Purchaser(s) has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove through their Advocates/ Solicitors and has/have fully satisfied himself/herself/themselves about the entitlement of the Promoters to develop the said Project Land as well as the entitlement of the Promoters to develop the said Project Land in the manner set out in this Agreement; to construct/develop the said Project and to enter into this Agreement; and the Purchaser(s) shall not be entitled to further investigate the entitlement of the Promoters and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.

8.3. The Purchaser(s) has/have also taken inspection of the approvals, including inter alia the approved plans, approvals, orders and undertakings given by the Promoters to the SRA and the MCGM and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Purchaser(s) by the Promoters under the provisions of RERA, RERA Rules and the provisions of MOFA and MOFA Rules and the Purchaser(s) confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

8.4. The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoters from the SRA inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Promoters to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the said Project is completed; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Apartment.

## **9. ORGANISATION AND TRANSFER**

9.1. The Promoters, in accordance with RERA Act and RERA Rules and at the cost and expenses of the Purchaser(s) of the Apartments in said Project (including Common Areas and Amenities of the said Project), shall form and register separate co-operative society/s under the Maharashtra Co-operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act, 1970 or Limited Company in respect of the said Project to be known by such name as the Promoters may decide (such co-operative society/s or condominiums or Limited company comprising of holders of premises shall hereinafter be referred to as the “**Organisation**”). The Purchaser(s) shall join in forming and registering the Organisation of the said Project in which the said Apartment is agreed to be allotted and to be known by such name as the Promoters may decide and for this purpose also from time to time, the Purchaser(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the organization and for becoming a member, including the bye-laws of the proposed organization and

duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser(s), so as to enable the Promoters to register the organization of the purchaser(s) of the apartments of the said Project. No objection shall be taken by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other competent authority.

9.2. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold apartments, car parking spaces etc. in the said Project shall at all times be and remain the absolute property of the Promoters and the Promoters may if it so desires, become member of the Organization in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser(s) herein, nor the Organization shall object to or dispute the same. On Promoters intimating to the Organization, the name or names of the Purchaser(s) or acquirer/s of such unsold Apartments, premises, etc., the Organization shall forthwith accept and admit such Purchaser(s) and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoters from such Purchaser(s) towards charges, development charges, legal charges etc. as mentioned in Clause 17.1 below. It is further clarified that for sale of such premises, Promoters shall not be liable to take any permission/consent of the Organization

9.3. The Purchaser(s) shall pay to the Promoters/Organization the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises immediately on taking possession of the said Apartment.

9.4. It is agreed that the Promoters, at the cost and expenses of the purchasers of the apartments in the said Project, shall cause the statutory authority to execute Deed of Lease of the said Project/ Sale Building (including Common Areas and Amenities of the said Project,) in favour of the Organization only after Promoters have:

- 9.4.1. utilised, consumed, loaded etc. entire FSI, potential for which purpose the completion of the said Project/ Sale Building shall not be delayed;
- 9.4.2. completed the construction of the said Project/ Sale Building;
- 9.4.3. received all the amounts from the purchasers of the apartments/units and car parking spaces including the said Sale Price from the Purchaser(s) hereof in respect of said Apartment;

9.4.4. The Purchaser(s) shall at no time demand partition of the said Project and/or said Project Land etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned

The lease of the said Project Land in favour of the Organisation under the MAO Act/ MOFA or RERA as the case may be shall be entered into by the statutory authority or such respective public authority, within such specific period as may be provided under the relevant law applicable to such authority or rules or regulations framed thereunder. The Promoters shall provide his full co-operation and support for such lease. However, the Promoters shall not be responsible or liable for any default or delay of the authority or such respective public authority for such lease.

9.5. All costs, charges and expenses incurred in connection with the formation of the Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchaser(s) and the said Organisation as aforesaid and/or proportionately by all the holders of the apartments etc., in the said Project and the Promoters shall not be liable to contribute anything towards such expenses.

9.6. It is agreed that prior to the execution of agreements/documents in favour of the said Organisation, the Purchaser(s) shall pay to the Promoters, the Purchaser(s) share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of lease in respect of the said Project/ Sale Building in favour of the Organisation. The Purchaser(s) alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

9.7. The Promoters shall allot all apartments, car parking, etc. intended to be constructed on the said Project Land with a view ultimately that the purchasers/allotees of all the apartments, car parking etc., in the said Project/ Sale Building shall be admitted to the Organisation. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the apartments, car parking, etc. separately and independently and the purchasers/allotees of all the apartments, car parking, etc. in the said Project/ Sale Building shall be admitted to the Organisation.

9.8. The Purchaser(s) and the person/s, to whom the said Apartment is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoters or the said Organisation may require for safeguarding the interest of Promoters in the said Project/ Sale Building.

9.9. It is clarified that for the sake of convenience and in order to avoid any later disputes, the Promoters shall cause statutory authority to lease the said Parking Tower and the said Parking Tower Land to the said Organisation jointly and proportionately with the organization formed for apartment/ flat purchasers of

sale component of the said Composite Building. However, the Organisation of the said Sale Building and the said Composite Building [which may be formed] shall proportionately bear all costs and expenses towards operation, employ deputed for operations, maintenance, repairing, etc. of the said Parking Tower. The proportion shall be decided based on the number of car-parkings allotted to the apartment owners of the said Sale Building in the said Parking Tower and number of the car-parkings allotted to the apartment owners of the sale component in the said Composite Building. The Organisation if the said Sale Building and the said Composite Building shall adhere and abide to the operations set-out in Clause 5 and also guidelines made by the Promoters in this regards.

## 10. RIGHTS IN THE SAID APARTMENT AND COMMON AREA

- 10.1. It is expressly agreed that the right of the Purchaser(s) under this Agreement or otherwise shall always be restricted to the said Apartment only, and such right will accrue to the Purchaser(s) only on the Purchaser(s) making payment of all the amounts including the said Sale Price to the Promoters strictly in accordance with this Agreement and only on the Purchaser(s) performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold Apartments/units, car parking, portion or portions of the said Project and the said Parking Tower including common area as setout in **Fourth Schedule** hereunder written (“**Common Areas and Amenities of the said Project**”), shall always be the sole and absolute property of the Promoters till that time of said Project is transferred to the Organisation. The Purchaser(s) hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoters to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off all other unsold Apartments/units and car parks and portion or portions of the said Project Land and the said Property, in the manner deemed fit by the Promoters without any consent or concurrence of the Purchaser(s) or any other person. The Purchaser(s) are aware that recreational facilities, which may be made available for the use and enjoyment of the Purchaser(s) shall also be available to the holders of various premises in the said Project/ Sale Building alongwith the users/ occupiers of other Apartments/units/shops/ premises of the said Project/ Sale Building.
- 10.2. With regards to the Common Areas and Amenities of the said Project is described in the **Fourth Schedule** hereunder written, it is agreed that:
  - 10.2.1. the Promoters shall always be the owner and will have all the rights, title, interest in respect of the Common Areas and Amenities of the said Project, and will be entitled to deal with and dispose off the same in such manner as the Promoters may deem fit till the said Project is transferred unto the Organization;
  - 10.2.2. the Purchaser(s) shall only be permitted to use the Common Areas and Amenities of the said Project/ Sale Building on such terms and conditions as the Promoters and/or Organization may deem fit.

## 11. CLUBBING OF SCHEMES AND INCIDENTAL RIGHTS

11.1. The Promoters shall be entitled to club/amalgamate the slum scheme sanctioned in respect of the said Property/ Project Land/ Larger Land with any other slum scheme and/or rehabilitate the slum dwellers of the other scheme in the building(s) or otherwise proposed to be constructed on the said Property/ Project Land/ Larger Land. In such an event the Purchaser(s) acknowledge/s and confirm/s do hereby declare, agree and confirm that the FSI/TDR which may be available/generated on account of such clubbing/amalgamation of the slum schemes or otherwise shall absolutely and exclusively belong to and be available to the Promoters and the Promoters shall have good right, full power and absolute and unfettered authority to:

- 11.1.1. the FSI for constructing any new and additional on any part of the layout of the said Property/ Larger Land and/or otherwise howsoever, as the Promoters may desire and deem fit and proper and the TDR generated from the same; and
- 11.1.2. sell/transfer the TDR, if any generated from such scheme/amalgamation/clubbing, in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof; and
- 11.1.3. sell/alienate the units/flats/apartments constructed thereon to third party/ies and appropriate the sale price thereof, without any recourse/claim from the Purchasers either individually or through the Organisation.
- 11.1.4. The Promoters shall be entitled to amalgamate/merge the layout/development of the said Property/ Project Land/ Larger Land with any other adjacent property and/or amalgamate the present scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Property/ Project Land/ Larger Land along with the amalgamated plot/s as a single layout scheme. The Promoters shall be entitled to provide access from/through the said Property to such amalgamated plot or otherwise. The location, area, size and extent of such access shall be as may be decided by the Promoters at its absolute discretion. The Purchaser(s) shall not raise any objection to or dispute such amalgamation with the said Property/ Project Land/ Larger Land by the Promoters.

11.2. The Promoters have further informed the Purchaser(s) that the Promoters retain the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Property/ Larger Land; (b) the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the said Sale Building and as per the plans already submitted and/or to be submitted by the Promoters from time to time to the SRA or any other concerned authorities and as per the proposed total scheme of development); (c) various rights that may accrue to and over the said Property in the future including additional development

potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Property/ Larger Land; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property/ Larger Land (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**").

- 11.3. The Incidental Rights include the right to use the said Property/ Larger Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Promoters and/or its nominee/s may be entitled to, from time to time, at the Promoters' sole and absolute discretion.
- 11.4. The Promoters are also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as the Promoters may in its absolute discretion think fit and proper, from time to time and at the Promoters' entire discretion and convenience, transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said Apartment and/or any other benefit/right from the Promoters and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoters and/or its nominee/s and/or person/s.

## **12. MORTGAGE**

The Purchaser(s) hereby grant/s his/her/their irrevocable consent to the Promoters for mortgaging the said Project Land with the said Project being constructed thereon, to enable the Promoters to augment the funds for the development of the said Project. The Promoters shall clear the mortgage debt of the said Project in all respects before the execution of Deed of Lease of the said Project/ Sale Building unto the Organisation in the manner provided in this Agreement.

## **13. PURCHASER(S)' ENTITLEMENT TO RAISE LOAN**

- 13.1. The Purchaser(s) is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Apartment by offering the rights of the Purchaser(s) hereby granted as a security. However, such loan should be strictly personal to the Purchaser(s) and the right of the Promoters to receive the balance the said Sale Price and other sums as hereunder provided from the Purchaser(s), shall override the rights of the financial institution/bank in respect of the loan so availed of by the Purchaser(s). The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser(s). Once the Purchaser(s) has/have paid the full Sale Price as payable under this Agreement and has/have taken possession of the said Apartment, thereafter due to non-payment of the loan by the Purchaser(s), the recourse available to the financial institution would be only against the said Apartment and against the Purchaser(s) personally and not against the said Property, the said Project Land, the said Project/ Sale Building

or any one of them or any of the other premises in the said Project/ Sale Building, and not against any other assets/rights of the Promoters.

13.2. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoters and notwithstanding the Promoters giving any no objection/permission for mortgaging the said Apartment or creating any charge or lien on the said Apartment and notwithstanding the mortgages/charges/lien of or on the said Apartment, the Promoters shall have first and exclusive charge on the said Apartment and all the right, title and interest of the Purchaser(s) under this Agreement for recovery of any amount due and payable by the Purchaser(s) to Promoters under this Agreement or otherwise.

#### **14. POSSESSION DATE, DELAY AND TERMINATION**

14.1. The Promoters shall complete the construction of the said Apartment and offer possession thereof to the Purchaser(s) by 31<sup>st</sup> March 2022 . If the Promoters fail and/or neglect to offer possession of the said Apartment to the Purchaser(s) on the said date on account of reasons beyond their control, then Promoters shall be liable, on demand, refund to the Purchaser(s) the amounts already received by the Promoters from the Purchaser(s) in respect of the said Apartment with interest at the Interest Rate calculated from the date the Promoters received such amount and till such amount is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for offering possession of the said Apartment to the Purchaser(s), if the completion of the said Project is delayed on account of:

- 14.1.1. War, Civil Commotion and/or act of God;
- 14.1.2. Any force majeure events;
- 14.1.3. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- 14.1.4. Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- 14.1.5. Any other circumstances that may be deemed reasonable by the Authority;
- 14.1.6. Any delay in procurement/grant of any permission, certificate, consent and/or sanction from MCGM, statutory and other concerned authorities.

14.2. The Purchaser(s) shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause 17.1 below. The Promoters, upon receipt of Occupation Certificate of the said Apartment from the competent authority, and subject to the Purchaser(s) observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under these presents), shall send a written notice to the Purchaser(s) (“**Possession Notice**”) to occupy the said Apartment within 30 (thirty) days from the date of such notice. The Purchaser(s) shall occupy the said Apartment within 30 (thirty) days of the Promoters giving Possession Notice to the Purchaser(s) intimating that the said

Apartment is ready for use. In the event the Purchaser(s) fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser(s) has/have taken possession from the date of Possession Notice and that date shall be deemed to be the "**Date of Possession**" and all obligations of the Purchaser(s) related to possession of the said Apartment [including payment of outgoings] shall be deemed to be effective from the Date of Possession.

14.3. On and from 30 (thirty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser(s) (whichever is earlier), the Purchaser(s) shall be liable to bear and pay the proportionate share of outgoings in respect of the said Project Land or part thereof (as the case may be) and the said Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land, Common Areas and Amenities of the said Project and Common Areas and Amenities of the said Sale Building. Until Organisation is formed and the Deed of Lease of the said Project Land is executed and registered in favour of Organisation as mentioned in Clause 9 above, the Purchaser(s) shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters from time to time. At the time of handing over possession of the said Apartment, the Purchaser(s) shall pay to the Promoters the sum as mentioned in Clause 17.1 by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by MCGM at the time of possession. The amounts so paid by the Purchaser(s) to the Promoters shall not carry any interest and remain with Promoters until Deed of Lease of the said Project Land is executed and registered in favour of the Organisation as mentioned in Clause 9 above. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Organization (as the case may be).

14.4. If the Promoters fail(s) to offer the possession of the said Apartment to the Purchaser(s) on or before the date of delivery of possession and even after extension of the date of delivery of possession on account of circumstances deemed reasonable by RERA including for the reasons as stated in Clause 14.1., then the Purchaser(s) shall be entitled to either of the following:

(i) call upon the Promoters by giving a written notice ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the date of delivery subject to extension by competent authority , on the said Sale Price paid by the Purchaser(s). The interest shall be paid by the Promoters to the Purchaser(s)s till the date of offering the possession of the said Apartment by the Promoters to the Purchaser(s);

OR

(i) the Purchaser(s) shall be entitled to terminate this Agreement by giving written notice to the Promoter ("**Termination Notice**"). On the receipt of the Termination Notice by the Promoters, this Agreement shall stand terminated and

cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Purchaser(s) the amounts already received by the Promoters under this Agreement with interest at the Interest Rate. On Purchaser(s) issuing Termination Notice, the Purchaser(s) shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and the Promoters shall be entitled to deal with and/or dispose off the said Premises in the manner they may deems fit and proper.

- 14.5. In case if the Purchaser(s) elects his/her/their remedy under sub-clause 14.4. (i) above then in such a case the Purchaser(s) shall not subsequently be entitled to the remedy under sub-clause 14.4. (ii) above.
- 14.6. Prior to receipt of occupation certificate and subject to receipt of entire said Sale Price, the Purchasers may choose to undertake any fit out activities in the said Apartment at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter and will be provided to the Purchaser(s) at the time of handing over of the said Apartment for fit-out) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Purchaser(s) is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said Project and its common areas etc., and/or any neighbouring apartments/premises in the said Project and/or the equipment's installed therein and subject to the debris being completely removed from the said Project.

## **15. NO-OBJECTION TO FUTURE DEVELOPMENT/ CONSTRUCTION OF THE SAID PROPERTY [INCLUDING SUB-PLOT - E, BEING THE EXHIBITION LAND PRESENTLY]**

It is agreed between the Promoters and the Purchaser(s) that the Promoters shall be entitled to undertake the development of the said Property and construct buildings thereon [including Sub-Plot - E being the Exhibition Land, presently] subject to the approval of statutory authorities in a phased manner as the Promoters may deem fit and desire. The Purchaser(s) unequivocally consent/s and agree/s not to raise any objection or dispute regards the same now or any time in the future and the Purchaser(s) acknowledge/s that certain hardship may be caused to him/her/them during such construction and hereby agree/s and undertake/s expressly never to object to the same.

## **16. USAGE**

- 16.1. The Purchaser(s) shall use the said Apartment only for residential purpose and not for any commercial or other activity. The Purchaser(s) shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Purchaser(s)' own vehicle.

## 17. OTHER CHARGES

17.1. As part of the transaction contemplated herein, the Purchaser(s) shall, simultaneously with Promoters offering possession of the said Apartment, pay to the Promoters, inter alia, the following amounts over and above the said Sale Price as mentioned in Clause 3.4. above and all other amount payable by the Purchaser(s) under this Agreement or otherwise. The Promoters are entitled to retain and appropriate the same to its own account.

Sr. No.	Particulars	Amount (Rs.)
1.	Share Money	
2.	Charges for Formation and Registration of Organization	
3.	Electricity Deposit	
4.	Development Charges	
5.	Legal Charges	
6.	Corpus Fund	
7.	Maintenance Charges Deposit	
8.	Mahanagar Gas connection (subject to availability)	
9.	Amenities Charges	
	<b>Total</b>	<b>Rs.</b>

The Promoters shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts does not include indirect taxes the dues for electricity, gas and other bills for the said Premises and the Purchaser(s) shall be liable to pay electricity, gas and other bills for the individual meters separately.

## 18. COVENANT AND REPRESENTATION OF THE PURCHASER(S)

18.1. The Purchaser(s) by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, even after said Project/ Sale Building and said Project Land are conveyed

or leased in favour of the said Organisation, is executed, hereby covenant/s with the Promoters as follows:

- 18.2. Not to do or suffer to be done anything in or to the said Project/ Sale Building, Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the said Apartment at the Purchaser(s)' own cost in good repair and condition from the date on which the Purchaser(s) is/are permitted to use the said Premises. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- 18.3. Not to store anything in the refuge floor and/or in fire check floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Project/ Sale Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Project/ Sale Building and in case any damage is caused to the said Project/ Sale Building on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- 18.4. Not to change the user of the said Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 18.5. Not to demolish or cause to be demolished the said Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof and keep the portion, sewers, drains, pipes in the said Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Project/ Sale Building.
- 18.6. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Project/ Sale Building and not cover/enclose the planters and service ducts or any of the projections from the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Project/ Sale Building or do any act to affect the F.S.I potential of the said Project Land.

- 18.7. Not to affix any fixtures or grills on the exterior of the said Project/ Sale Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment. The standard design for the same shall be obtained by the Purchaser(s) from the Promoters and the Purchaser(s) undertake/s to not fix any grill having a design other than the standard design approved by the Promoters.
- 18.8. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land/ Project / Sale Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 18.9. Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 17.1 above and pay within 10 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Project.
- 18.10. Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- 18.11. Not to transfer or assign the Purchaser(s) right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Apartment without the prior written consent of the Promoters / Organization of respective project out of the said Project/ Sale Building. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein.
- 18.12. Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said Organization, for the purpose of maintenance and up-keep of the said Project/ Sale Building and in connection with any interior / civil works that the Purchaser(s) may carry out in the said Apartment.
- 18.13. Shall not violate and shall observe and perform all the rules and regulations which the Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project/ Sale Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Apartment in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

18.14. Shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Project/ Sale Building which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser(s) for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Project/ Sale Building and the Purchaser(s) shall not hold the Promoters so liable;

18.15. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Project/ Sale Building.

18.16. Shall never in any manner enclose any Appurtenant Area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser(s) and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

18.17. Not to permit any person in the employment of the Purchaser(s) (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the said Project/ Sale Building such as passage, lobby, stair case and / or any part of the said Property and/or Project Land.

18.18. Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Purchaser(s) either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

18.19. In addition to the aforesaid conditions, the Purchaser(s) further binds himself/herself/themselves in respect of the said Premises and covenants as under:

18.20. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Project Land / Property. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately rectify the same at his/her/their own costs and expenses.

18.21. Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, the said Project/ Sale Building or

the said Project Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately take remedial action at his/her/their own costs and expenses

- 18.22. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or said Project/ Sale Building nor litter or permit any littering in the common areas in or around the said Premises and/or the said Project/ Sale Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or Project/ Sale Building to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately take remedial action.
- 18.23. Shall not do either by himself/itself or any person claiming through the Purchaser(s) anything which may or is likely to endanger or damage the Project/ Sale Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Project/ Sale Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Project/ Sale Building. If the Purchaser(s) or members of his/her/their family or any servant or guest of the Purchaser(s) commits default of this sub clause then the Purchaser(s) shall immediately take remedial action
- 18.24. Shall not display at any place in the said Project/ Sale Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser(s) shall not stick or affix pamphlets, posters or any paper on the walls of the said Project/ Sale Building or common area therein or in any other place or on the window, doors and corridors of the said Project/ Sale Building.
- 18.25. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Project/ Sale Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser(s) in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;
- 18.26. Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters;

18.27. Shall cause the Organisation to paint the said Project/ Sale Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organisation.

## **19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

19.1. The Promoters hereby represent and warrant to the Purchaser(s) as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

19.2. The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;

19.3. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;

19.4. There are no encumbrances upon the said Project except those disclosed to the Purchaser(s);

19.5. There are no litigations pending before any Court of law with respect to the said Project except those disclosed to the Purchaser(s);

19.6. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and common areas;

19.7. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoters are restricted to enter into these presents;

19.8. At the time of execution of Deed of Lease of the said Project/ Sale Building in favour of the Organisation, the Promoters shall handover lawful possession of the said Project/ Sale Building to the Organization.

## **20. ENTRY IN THE SAID PREMISES**

20.1. The Purchaser(s) shall permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Project/ Sale Building and also for the purpose of laying down, maintaining, repairing and

also for purpose of cutting of essential services including water supply to or any of the premises of the Project/ Sale Building in respect whereof, the Purchaser(s) of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc..

## **21. DEFECT LIABILITY**

21.1. If within a period of 5 (five) years from the date of expiry of period of seven days from the date of intimating/notifying the Purchaser(s) to take possession of the said Apartment from the Promoters (“**Defect Liability Period**”), the Purchaser(s) bring/s to the notice of the Promoter any structural defect in the said Premises or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of directly and/or indirectly attributable to the Purchaser(s) and/or other occupants of the said Project. In that case the Promoters shall not be held responsible for rectifying the defects or making any payment as compensation.

## **22. MAINTENANCE CONTRACT [PROJECT/ SALE BUILDING/ PARKING TOWER**

22.1. The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Project/ Sale Building/ Parking Tower, such decision shall be final and binding until the Deed of Lease in respect of the said Project Land (including Common AREA and Amenities of the said Project) is executed in favour of the Organisation. Thereafter, the Organisation will undertake to maintain the said Project and every part thereof in the manner as it was handed over save and except normal wear and tear of the said Project and the Organisation shall create and maintain a sinking fund for the purpose of such maintenance.

## **23. TRANSFER**

23.1 The Purchaser(s) shall not advertise in any form, 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 said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser(s) to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser(s) is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, the same shall be done only after the expiry of a period of 24 (twenty four) months from the date of execution hereof and then the Purchaser(s) shall be required to obtain prior written consent of the Promoters, which consent shall be given by the Promoters, subject to such terms and

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

#### **24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) AND SUBSEQUENT PURCHASER(S)**

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

#### **25. WAIVER**

- 25.1. No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 25.2. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) 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 nor shall the same in any manner prejudice the rights of the Promoters.

#### **26. SEVERABILITY**

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

#### **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

27.1. Wherever in this Agreement it is stipulated that the Purchaser(s) has/have to make any payment, in common with other purchaser(s) in the said Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the said Project.

## **28. FURTHER ASSURANCES**

28.1. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **29. PLACE OF EXECUTION AND REGISTRATION**

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

29.2. The Purchaser(s) and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters and Purchaser(s) will attend such office and admit execution thereof.

29.3. The Purchaser(s) shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser(s)' account.

## **30. INDEMNITY**

30.1. The Purchaser(s) hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser(s) of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser(s) in complying/performing his/her/their obligations under this Agreement.

## **31. NOTICE**

31.1. All notices to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery

or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned

**Add:**

**Email id:**

31.2. A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

**32. PAN**

32.1. For the purposes of this transaction, the details of the PAN of the Promoters and the Purchaser(s) are as follows:

(i)	Promoters PAN	AABCR7425A
(ii)	Purchaser(s) PAN	

**33. LEGAL ADVICE**

33.1. The Purchaser(s) hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project, Sale Building and also the said Project Land and has/ have expressly understood the contents, terms and conditions of the same and the Purchaser(s) after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

**34. MISCELLANEOUS**

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

34.2. **TDS:** all amounts towards the said Sale Price, as payable by the Purchaser/s to the Promoters in accordance with Clause 3.4. hereof, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Promoters the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Promoters shall be deemed to be a breach equivalent to non-payment of the said Sale Price and shall accordingly attract the consequences as mentioned in Clause 6 hereof.

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

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

34.5. **Jurisdiction:** subject to what is provided in Clause 34.4 the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Apartment.

34.6. **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Project Land and/or the said Project and/or otherwise howsoever against the Promoters, save and except in respect of the said Apartment. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Project Land and/or the said Project.

34.7. **No Waiver:** Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Promoters hereunder or in law.

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

34.9. **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid

and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supercedes:

- 34.9.1. All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Purchaser/s and Promoters prior to the date of execution of this Agreement, pertaining to the subject matter hereof;
- 34.9.2. All representations, warranties, commitments, etc. made by the Promoters in any documents, brochures, hoarding etc. and/or through on any other medium; and
- 34.9.3. The Promoters shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoters under this Agreement.

34.10. **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the “said Larger Land”)**

**Part A**

All that piece and parcel of land bearing C.T.S. No. 184(c) part of Village Ghatkopar, admeasuring 58.12 square metres or thereabouts lying, being and situated at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077, Taluka Kurla in the Registration District and Sub-District of Mumbai Suburban.

**Part B**

All that piece and parcel of land bearing C.T.S. No. 222 of Village Ghatkopar, admeasuring 5615.20 square metres or thereabouts lying, being and situated at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077, Taluka Kurla in the Registration District and Sub-District of Mumbai Suburban.

**Part C**

All that piece and parcel of land bearing C.T.S. No. 1/A of Village Vikhrol, admeasuring 902.50 square metres or thereabouts lying, being and situated at Laxmi Nagar, Link Road, Pant Nagar, Ghatkopar (East), Mumbai 400 077, Taluka Kurla in the Registration District and Sub-District of Mumbai Suburban.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the “said Project Land”)**

Portion admeasuring 788.18 square metres or thereabouts, forming part of the said Larger Land viz. the land as more particularly described in the First Schedule here above written and marked as ‘the Sale Portion’ in blue colour boundary lines on the plan in *Annexure ‘C’* hereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Description of the “said Premises”)**

Residential Flat No. \_\_\_\_ admeasuring approximately \_\_\_\_ square metres carpet area as per the definition of the term “**carpet area**” under Section 2 (k) of RERA) on the \_\_\_\_ Floor of the Sale Building known as “**Prime Vista**” to be constructed on the Sale Portion more particularly described in the Second Schedule hereinabove written

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

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Common Areas and Amenities of the said Project)**

- 1) Picturesque Landscaped Garden
- 2) Fully Equipped Gym
- 3) Indoor games
- 4) Grand Entrance Lobby
- 5) Exquisite designed lift lobby on each floor
- 6) High Speed Elevators
- 7) CCTV Surveillance in Common Areas
- 8) Multilevel Mechanized Parking
- 9) Diesel Generator for Emergency Power of common area and lift
- 10) Pump room with pumps in the compound;
- 11) Passage and mid – landings;
- 12) Common electricity meters for common lights;
- 13) Office spaces of Common Legal Entity;
- 14) Meter room, servants’ toilet, if any.
- 15) Septic tank, drainage, storm water drain, electric sub – station, if constructed, cabin/s for security personnel, water tanks, etc

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED SEALED ND DELIVERED by the )  
Within named “**Promoters**” )

**RUPVAKULA PROPERTIES PRIVATE )  
LIMITED )  
by the hands of its Director or Authorized Signatory )  
Mr. Pratish Bilakhia )  
(as authorized at the Board of Directors' meeting )  
held on 26<sup>th</sup> March 2016 )  
In the presence of...**

1.

2.

SIGNED AND DELIVERED by the )  
Within named "**Purchaser(s)**" )

In the presence of...

1.

Housiey.com

**RECEIPT**

RECEIVED of and from the within named Purchaser/s a sum of **Rs. /- (Rupees Only)** as part payment out of the total Purchase Price of **Rs. /- (Only)** on execution hereof for the purchase of the Flat bearing no.\_\_\_\_ on the \_\_\_\_Floor of the Sale Building known as "**Prime Vista**" in the following manner:

Sr.No.	Date	Cheque No.	Bank Details	Amount (Rs.)
			<b>TOTAL</b>	

WE SAY RECEIVED

**For M/s. RUPVAKULA PROPERTIES PRIVATE  
LIMITED**

**Authorised Signatory**

**Witnesses:**

1.

2.