

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("this Agreement") is made at Mumbai on this ____ day of _____, 2024;

BETWEEN

SILVER LAND DEVELOPERS PRIVATE LIMITED (PAN: AAGCS9765H) (having CIN: U45200MH1989PTC053047), a Private Limited Company constituted and registered under the Indian Companies Act, 1956, having its registered address at 4th level, Sai Heritage, Tilak Road, Ghatkopar (East), Mumbai – 400077, hereinafter referred to as "**PROMOTER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

(PAN: _____) (AADHAR NO. _____),
having address at _____, hereinafter referred to as the "**PURCHASER/S**"
(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, and permitted assigns) of the **SECOND PART**:

(The Promoter and the Purchaser/s are, wherever the context so requires, hereinafter individually referred to as "Party" and collectively as the "Parties").

WHEREAS:

A. One Mr. Chhotalal Kanji was the Owner, seized and possessed of an immovable property known as Parvati Sadan constructed on Khoti Land or ground lying being and situate at Ghatkopar South Salsette, in the Mumbai suburban District admeasuring 1648 sq.mts., bearing City Survey No. 5851, TPS III 148, corresponding Survey No. 244A, Hissa No. 2 (part), more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Property").

- B. The said Mr. Chhotalal Kanji died on or about 29th day of January, 1936, leaving behind his last Will and Codicil dated 28th January, 1936 by which he has appointed his mother Laxmibai, his wife Smt. Girjabai and his minor son Harkisandas Chhotalal the executors and trustees of his last Will and Codicil dated 28th January, 1936.
- C. The said Laxmibai and Girjabai applied for a probate of the said last Will and Codicil dated 28th January, 1936 of Mr. Chhotalal Kanji before the Hon'ble High Court of Bombay. Pursuant thereto the Hon'ble High Court of Bombay was pleased to grant the Probate of the last Will and Codicil dated 28th January, 1936 of Mr. Chhotalal Kanji on 14th September, 1939.
- D. The said Laxmibai died on or about 9th day of February, 1940 leaving the said Girjabai as a sole surviving executrix and trustee of the said last Will and Codicil dated 28th January, 1936 of Mr. Chhotalal Kanji.
- E. By an Indenture dated 18th December, 1944, made and entered between the said Mrs. Girjabai the widow of Mr. Chhotalal Kanji and the sole surviving executrix and trustee of the last Will and the testament of the said Mr. Chhotalal Kanji referred therein as the Vendor and One Mrs. Parvatibai Mahadev Joshi, wife of Mahadev Athmaram Joshi, Indian Inhabitant of Ghatkopar, referred therein as purchaser, the said Girjabai conveyed, transferred and assured all the right, title and interest of the said Property in favour of Mrs. Parvatibai Mahadev Joshi for the consideration and on terms as more specifically stated in the said Indenture dated 18th day of December, 1944.
- F. By a Will dated 27th December, 1957, Mrs. Parvatibai Mahadev Joshi bequeathed all her right, title and interest both movable and immovable wherever it situated including the said Property absolutely to her grandchildren in the proportion of 3 parts to each male grandchild and 1 part to each female grandchild. It was further provided in the said Will that during the minority of each grandchild the income of the share of her estate shall be utilized by the executors or the guardians for the education, advancement and the benefit of such grandchild.
- G. Mrs. Parvatibai Mahadev Joshi died on 29th March, 1958 at Mumbai, leaving behind one grandchild viz. Kiran Rajaram Khare nee Kiran Madhusudan Joshi the beneficiary of the said last Will dated 27th December, 1957, the executrix and trustees being Mr. Yeshwant M. Paranjpe, Mr. Keshav M. Paranjpe, Smt. Sulabha M. Joshi and Mr. Balkrishna Trimbak Nene.

- H. Another grandchild to the said Mrs. Parvatibai Mahadev Joshi, Mast. Rajesh Madhusudan Joshi, was born on 21st June, 1969 and upon the birth of the said Rajesh Madhusudan Joshi, the said Kiran Rajaram Khare nee Kiran Madhusudan Joshi, relinquished all her right, title and interest in the said property bequeathed to her under the said Will dated 27th December, 1957 in favour of the said Rajesh Madhusudan Joshi.
- I. The said Mr. Yeshwant M. Paranjpe died on 3rd March, 1963, leaving behind the said Mr. Keshav M. Paranjpe, Smt. Sulabha M. Joshi and Mr. Balkrishna Trimbak Nene, the remaining executors and trustees of Will dated 27th December, 1957 of Mrs. Parvatibai Mahadev Joshi.
- J. By a joint declaration dated 12th July, 1990 made by the said Smt. Sulabha M. Joshi and Kiran Rajaram Khare nee Kiran Madhusudan Joshi both declared that they do not have any share, right title interest or claim in the said property and they have no objection if the said Property transferred in the name of Rajesh Madhusudan Joshi as a sole owner of the said Property.
- K. The said Mr. Keshav M. Paranjpe also died on 9th April, 1983 leaving being said Smt. Sulabha M. Joshi and Mr. Balkrishna Trimbak Nene, the remaining executors and trustees of Will dated 27th December, 1957 of Mrs. Parvatibai Mahadev Joshi.
- L. Pursuant to the Testamentary petition, bearing Testamentary Petition No.50 of 1958 filed before the Hon'ble Bombay High Court, the Hon'ble Bombay High Court was pleased to grant probate of the said Will dated 27th December, 1957 of the late Mrs. Parvatibai Mahadev Joshi on 3rd February, 1960.
- M. By an Indenture dated 24th January, 1990 made and entered into at Mumbai, between Smt. Sulabha M. Joshi and Mr. Balkrishna Trimbak Nene, being executrix and trustees of the Will dated 27th December, 1957 of late Mrs. Parvatibai M. Joshi and Mr. Rajesh Madhusudan Joshi, the grandchild of Mrs. Parvatibai M. Joshi referred therein as Trustees and beneficiary respectively, the said Smt. Sulabha M. Joshi and Mr. Balkrishna Trimbak Nene transferred all the right title and interest in the said property in favour of the said Mr. Rajesh Madhusudan Joshi. Thus Mr. Rajesh Madhusudan Joshi became the sole owner and seized and possessed of the said property.

- N. The said Mr. Rajesh Madhusudan Joshi expired intestate on 19th October, 2003 leaving behind him survivors viz his mother Mrs. Sulabha Madhusudan Joshi, his widow Mrs. Kavita Rajesh Joshi and his son Master Ishan Rajesh Joshi as his only heirs and legal representatives according to the Law of Succession to which he was governed.
- O. By an Agreement for Sale dated 26th August 2006 made and executed by and between Mrs. Sulabha Madhusudan Joshi, Mrs. Kavita Rajesh Joshi and Master Ishan Rajesh Joshi through her mother Mrs Kavita Joshi being a mother and natural guardian, therein referred to as the Vendors of One Part and Promoters herein, therein referred to as the Purchasers of the Other part and registered with Sub Registrar of Assurance at Kurla 1 under serial no.KRL3-06437-2006 dated 20/09/2006, the said Vendors therein agreed to sell and transfer the right, title and interest in the said Property along with the structures standing thereon and occupied by the various tenants at a consideration and on terms and conditions as stated therein.
- P. By Deed of Declaration executed by Mrs. Sulabha Madhusudan Joshi, Mrs. Kavita Rajesh Joshi and Master Ishan Rajesh Joshi through her mother Mrs Kavita Joshi being a mother and natural guardian have and notarized the same before the Notary Advocate, whereby they declared that save and except 4 documents i.e. Deed of Conveyance dated 18/12/1944 (wrongly stated therein as 18/12/1940), Will dated 27/12/1957 of Parvati Joshi, Probate dated 03/02/1960 dated of Will of Parvati Joshi and Title Certificate issued by Mr. V. A. Phadke & Co. Advocates & Solicitors, they do not possessed any other original title documents of the said Property and also declared that they have not created any third party right in respect of the said Property and they are entitled to sell and transfer the said Property.
- Q. Thereafter upon payment of full sale consideration as agreed under the aforesaid Agreement for Sale dated 26th August 2006, vide Deed of Conveyance dated 22nd February 2007 made and executed by and between Mrs. Sulabha Madhusudan Joshi, Mrs. Kavita Rajesh Joshi and Master Ishan Rajesh Joshi through her mother Mrs Kavita Joshi being a mother and natural guardian, therein referred to as the Vendors of One Part and Promoters herein, therein referred to as the Purchasers of the Other part and registered with Sub Registrar of Assurance at Kurla 1 under serial no.KRL3-01299-2007 dated 22/02/2007, the said Vendors therein have sold and conveyed and transferred all their share, right, title and interest in the said Property along with the structures standing thereon and occupied by the various tenants to and in favor of the

Promoters herein and accordingly handed over peaceful possession of the said Property to the Promoters herein.

- R. Accordingly, Promoters herein become owner and sized and possessed of the said Property and all the occupants and tenants who all are occupying their respective premises become the tenants of Promoters herein.
- S. Accordingly, the Promoter's herein are the owners of the said Property more particularly described in **First Schedule** hereunder written and the tenants and occupants of the various premises in the said Property are monthly tenants of the said Promoter. A copy of the **Property Card** of the said Property is annexed herewith as **Annexure: "A"**.
- T. Subsequently, from time to time, majority of the Tenants/Occupants of the said Property have surrendered their tenancy right in favour of the Promoters herein and accordingly handed over clear, vacant and peaceful possession of their respective tenements to the Promoters herein.
- U. Being Owner, the Promoter is rightfully and sufficiently entitled to develop the said Property and has sole and exclusive right to sell the Flat(s) in the new building(s) to be constructed by the Promoter on the said Property and to enter into Agreement(s) with Purchaser(s) to sell the Flat(s) therein and to receive the sale consideration in respect thereof and utilize entire FSI available under the DCPR 2034 in respect of the said Property including FSI from tit-bit area, if any, and/or FSI available on pro-rata basis, per tenement basis and/or FSI in form of V.P. Quota and/or road width FSI and/or Fungible FSI/TDR/FSI with premium or without premium and/or PTC FSI and/or any other FSI or additional Fungible FSI/TDR as may be available on the said Property, being the Entire Development Potential, as available, at any time during the subsistence of the same.
- V. The Promoter has appointed the Architect for preparing the plans of the New Building (hereinafter referred to as the "**Architect**") and has also appointed the structural engineer for preparing designs, drawings and specifications for the construction of the New Building (hereinafter referred to as the "**Structural Engineer**");
- W. As per regulation 33(9), Slum Rehabilitation Authority has issued Letter of Intent dated 10/01/2024, bearing Reference No. N/PVT/0120/20231207/LOI ("**LOI**") and thereafter also issued Intimation of Approval dated 08/02/2024 bearing reference No.

N/PVT/0120/20231207/AP/C (“**IOA**”) and thereafter also issued Commencement Certificate dated 19/04/2024 bearing Reference No. N/PVT/0120/20231207/AP/C (“**CC**”) granting permission to the Promoter for construction of the building as per the approved plan on the said Property subject to the terms and conditions set out therein. Copies of the **IOA** and **CC** are annexed herewith as **Annexure: “B”** and **Annexure: “C”** respectively.

- X. M/s. Gangar & Co., Advocates have issued an Opinion on Title dated 23/04/2024 opined that title of the said Promoter to the said Property is clear, marketable and free from encumbrances, which is annexed hereto and marked as **Annexure: “D”**.
- Y. Subject to sanction and approvals from the concerned authorities, the Promoter is proposing to construct a new building project on the said Property, proposed to be known as “**Silver Stellar**” (hereinafter referred to as “**the New Building**”) comprising of 2 (two) Basement with parkings and Services + Ground floors + 3 Podiums for Parking Facilities and 1 Podium for amenities + 1st (first) to 12th (Twelfth) upper habitable floors for residential and Terrace Floor having Amenities in the New Building, in accordance with the plans, specifications and designs approved by planning authorities from time to time. The location of the New Building on the said Property is demarcated in grey colour on the **Plan** annexed hereto and marked as **Annexure: “E”**.
- Z. The Promoter has registered the project for construction of the New Building on the said Property with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), under the provisions of Section 5 of the Real Estate (Regulation & Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the **RERA Registration Certificate** bearing No. _____ dated _____ for the New Building Project and a copy thereof is annexed hereto and marked as **Annexure: “F”**.
- AA. The Promoter has represented to the Purchaser(s) that vide Deed of Simple Mortgage dated 08/12/2023 executed by and between the Promoter herein therein referred to as the Mortgagor of the One Part and Aditya Birla Finance Limited therein referred to as the Mortgagee of the Other Part and registered with the Sub Registrar of Assurances at Kurla under serial No. KRL1-26372-2023 on 22/12/2023 and further Deed of Simple Mortgage dated 12/12/2023 executed

by and between the Promoter herein therein referred to as the Mortgagor of the One Part and Aditya Birla Finance Limited therein referred to as the Mortgagee of the Other Part and registered with the Sub Registrar of Assurances at Kurla under serial No. KRL1-24223-2023 on 12/12/2023 thereby the Promoter has mortgaged the said Property along with all the saleable units of the said New Building as a security against the financial facility availed by the Promoter from the Mortgagee. At the request of the Promoter, the Mortgagee has issued a conditional No objection letter for sale of the said Flat (as defined below) by the Promoter to the Purchaser(s) and a copy thereof is annexed hereto and marked as **Annexure: "G"**.

BB. Prior to execution of this Agreement, the Purchaser(s) has/have demanded inspection from the Promoter and the Promoter has given free, full and complete inspection to the Purchaser(s) of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Architects, Structural Consultants, the Opinion on Title from Advocates, Revenue Records, sanctioned plans and proposed plans and/ or all other documents with regard to the said Property and New Building, as specified under RERA, including the rules and regulations made thereunder or under any other applicable law.

CC. The Purchaser(s) being desirous of acquiring a Flat in the New Building, has/have applied to the Promoter to allot a Flat No. _____ of the _____ BHK type on the _____ floor in the said New Building admeasuring _____ sq.ft. Carpet area as per RERA (hereinafter referred to as the "**Flat**"). In addition, thereto the Purchaser/s shall be entitled to enjoy on an exclusive basis _____ sq.ft. of appurtenant/utility area (which is attached to the flat and accessible only from the flat) and approved in the said presently approved plans as Terrace/ Deck/ Balcony/ Service Area etc. (hereinafter referred to as "**the said Appurtenant Area**") and shown hatched with yellow colour in the floor plan annexed and marked **Annexure "H"** hereto. 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, columns of the Flat) and are more particularly described in Part A of Second Schedule hereunder written. As an amenity provided along with the said Premises, the Promoter has earmarked _____ Car Parking Space/s for the exclusive use of the Purchaser/s in the said Building (hereinafter referred to as the said "**Car Parking Space**"). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however

the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the said Organisation. Further, the Purchaser/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter. The said Flat, the Appurtenant Area and the said Car Parking Space are hereinafter collectively referred to as the said "Premises" The Promoter hereby agrees to sell to the Purchaser(s) the said Premises at or for the Total Consideration and subject to the terms and conditions more particularly described in **Part B of Second Schedule**.

DD. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in **Part B of Second Schedule** as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser(s) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The said amount includes Earnest Money Deposit (hereinafter referred to as "**EMD**") as mentioned in Part B of **Second Schedule**. The EMD will be forfeited in case of cancellation of the said Premises by the Purchaser(s)/ termination of this Agreement for non-compliance by the Purchaser(s). The Purchaser(s) has/have agreed to pay to the Promoter the Total Consideration of the said Premises in the manner mentioned in **Part B of Second Schedule**.

EE. The Purchaser(s), after being fully satisfied about the facts stated hereinbefore and the right, title and authority of the Promoter to the said Property and right develop the said Property and permissions granted by the statutory authorities, has/have agreed to purchase the said Premises from the Promoter and the Promoter has agreed to sell the same to the Purchaser(s) on the terms and conditions hereinafter set out.

FF. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents. The Promoter shall lodge this Agreement for registration before the concerned Sub-Registrar and upon intimation from the Promoter, the Purchaser(s) shall attend the office of Sub-registrar and admit execution thereof so as to get the same registered under the provisions of Indian Registration Act, 1908.

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

- 1) The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
- 2) In this Agreement, unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.

3) PROMOTER'S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY THE PURCHASER(S):

- a) The Purchaser(s) hereby declares and confirms that he/she/they is aware that the Promoter is the owner of the said Property and the Promoter is redeveloping the said Property by having full right and power to develop the said Property.

The Promoter proposes to construct the said New Building to be known as "**Silver _____**" comprising of 2 (two) Basement with parkings and Services + Ground floors + 3 Podiums for Parking Facilities and 1 Podium for amenities + 1st (first) to 12th (Twelfth) upper habitable floors for residential and Terrace Floor having Amenities in accordance with the plans, specifications and designs approved by the planning authority SRA which have been seen and verified by the Purchaser(s), with such variations and modifications as the Promoter may consider necessary or as may be required to be made by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. PROVIDED that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said New Building/s to be constructed on the said Property.

4) ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:

- a) The Promoter hereby agrees to sell to the Purchaser(s) and the Purchaser(s) hereby agree/s to purchase from the Promoter the said Premises in the said New Building being

constructed by the Promoter on the said Property, and more particularly described in **Part A of Second Schedule** hereunder written and hatched in red colour on the **Typical Floor Plan** hereto annexed and marked as **Annexure: "H"**, surrounded by red colour boundary line, at or for the Total Consideration amount as described in Part B of Second Schedule (hereinafter referred to as the "Total Consideration").

- b) The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in **Part B of Second Schedule** as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser(s) from the Promoter (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The said amount includes the said Earnest Money Deposit as mentioned in **Part B of Second Schedule**. The Purchaser(s) agrees to pay all the balance amount towards the said Total Consideration and the "**Other Charges**" in the manner as provided in **Part B of Second Schedule**; irrespective of whether his/her/their loan, if any has/have been sanctioned/disbursed or not (time being of the essence).
- c) All payments to be made by the Purchaser(s) under this Agreement in favour of the Promoter shall be either by way of cheque/banker's cheque/RTGS/NEFT as under:
- i. If by way of cheque or banker's cheque (as applicable) in favour of:
"Silver Land Developers Private Limited Parvati Sadan - Collection A/c"
A/C No. "002605015348"
 - ii. If by way of RTGS/NEFT:
 - a) Name of Account Holder : Silver Land Developers
Private Limited Parvati Sadan - RERA Retention
A/c
 - b) Bank Account Number : 002605015350
 - c) Name of Bank : ICICI Bank
 - d) Name of Branch & Address: Ghatkopar (East)
 - e) IFSC Code: : ICIC0000026

The Purchaser(s) shall, on making a payment via RTGS/NEFT, share with the Promoter the UTR Code/ Reference Number to identify the payment. The Purchaser(s) shall be

responsible for ensuring that payment of each instalment is made within 15 (fifteen) days of the demand for the said instalment made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account, as mentioned hereinabove.

- d) The Purchaser(s) agrees and undertakes to pay the Total Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate resources only. The Promoter shall not accept payments from any person other than the Purchaser(s) herein. However, the Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the said Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of the said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only.
- e) The Total Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority/ Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost or other levies imposed by the Competent Authorities, etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued etc. in that behalf and to that effect along with the demand letter being issued to the Purchaser(s). The Purchaser(s) shall without any demur or protest, make payment within 15 (fifteen) days of issuance of such demand, time being of the essence.
- f) The Purchaser(s) shall be liable to pay cheque bouncing charges on account of a cheque bounced for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed' equivalent to 3% (three per cent) of the value of the concerned cheque, subject to minimum of INR 25,000/- (Rupees Twenty Five Thousand Only), plus GST. The Promoter shall be entitled to adjust cheque bouncing charges against any amounts received from the Purchaser(s) as it may deem fit and levy the interest for delayed payment as mentioned herein.

- g) The Purchaser(s) agree and undertake that in the event of the Purchaser(s) availing a financial assistance for payment of the consideration agreed to be paid herein, then the Promoter shall not in any way be liable or responsible for the repayment of the financial assistance/loan taken by the Purchaser(s). All costs in connection with the procurement of the financial assistance/loan and creation of a mortgage over the said Premises and payment of charges to the bank or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Further it shall be the sole responsibility of Purchaser(s) to get disbursed the amounts from the concerned lender within due date as may be intimated by Promoter from time to time and the Purchaser(s) alone shall be liable to pay any interest, penalties, costs, charges, etc. arising out of late payments thereof; if any.
- h) The Purchaser(s) authorise/s the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of the dues against lawful outstanding, if any, in his/her/its/their name, as the Promoter may, in its sole discretion, deem fit and the Purchaser(s) undertakes not to object/ demand/ direct the Promoter to adjust its payments in any manner as aforesaid.
- i) The Promoter shall endeavour to complete the Project on or before completion date mentioned in RERA and shall hand over the said Premises to the Purchaser(s) after receiving the part or full occupation certificate. The Purchaser(s) shall make timely payments of all the instalments and other dues payable by him/her/them and fulfil all other obligations as agreed under this Agreement without raising any issues or concern; time being of essence.
- j) The said Total Consideration is excluding all the property tax, other taxes (Municipal / State / Federal) and / or other statutory duties, GST, levies, cesses, charges, deposits, premiums, duties imposed by statutory authorities, Building Maintenance Charges, corpus, deposits that would be taken at the time of handing over possession of the said Premises and other amounts or outgoings by any other name in respect of and applicable to the said Property and the New Building; whether payable now and/or in future and/or

those which is/are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/rules/regulations, and shall be to the account and liability of and borne and paid by the Purchaser(s) alone, without any delay/protest, including if such amounts are proposed to be deposited by the Promoter in Fixed Deposits, if such claims are sub-judice. In addition to the Total Consideration mentioned above, the Purchaser(s) shall be liable to pay to the Promoter GST and/or any other taxes along with payment of each instalment of Total Consideration. In case of delay in payment of GST or any other taxes by the Purchaser(s), Purchaser(s) shall be liable to pay interest and penalty. Unless all such taxes with respect to the said Total Consideration, including taxes as well as any/all other charges/ levies etc. payable under this Agreement, are paid by the Purchaser(s), he/she/they shall not be entitled to take possession of said Premises or any part thereof.

k) The Purchaser(s) hereby agrees, that in addition to the Total Consideration and other amounts/charges payable under this Agreement, to pay to the Promoter on demand all applicable Charges/ Deposit for Installation/ Connection of Electricity meter/ Water/ Gas/ Telephone/ Mobile Connectivity/ Internet connectivity/ IPTV/ Cable TV/ Satellite TV and/ or Digital TV services/ Fibre Optic lines and for any other services, as may be applicable and determined by the Promoter plus service charges, if any and applicable statutory levies, if any.

l) On the instalment falling due, the Promoter shall intimate in writing to the Purchaser(s) to make payment of such instalment together with applicable GST or applicable taxes thereon and the Purchaser(s) shall, without any demur or protest, make payment within 15 (fifteen) days of issuance of such intimation, time being of the essence. Without prejudice to the other rights of the Promoter under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoter an interest as per applicable law on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their

respective due dates in the agreed manner by the Purchaser(s). Further the Purchaser(s) agree/s that in the event of non- payment of any of the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein.

- m) In addition to the interest as aforesaid, in case of every instance of delayed payment, the Promoter shall be entitled to recover from the Purchaser(s), all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be 3% (three per cent) of the amount of the delayed payment per instance, subject to minimum of INR 25,000/- (Rupees Twenty Five Thousand Only) plus GST, per instance of delayed payment.
- n) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the said New Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (three per cent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser(s) within 45 (forty-five) days, with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), then the Purchaser(s) shall pay additional amount to the Promoter at the same agreed rate per square meter; prior to taking possession of the said Premises.
- o) The Purchaser(s) agrees and undertakes to pay the said Total Consideration as per the respective instalments and the Other Charges as set out in Part B of Second Schedule along with GST and any other applicable taxes, as and when it shall mature for payment. The payment of concerned instalments is linked with the stage-wise completion of the said New Building. Upon completion of each stage, the Promoter shall issue demand letter to the Purchaser(s) by RPAD/courier/email/hand delivery at the address of the Purchaser(s) mentioned in this Agreement or by email on Purchaser(s)'s email address.

Along with said demand letter, the Promoter shall enclose certificate of Architect, inter-alia, certifying the completion of such stage. The certificate of the architect shall be conclusive proof of completion of such stage. The Purchaser(s) shall make payment of the respective instalment within a period of 15 (fifteen) days from receipt of the said demand letter. It is however clarified that the aforesaid period of 15 (fifteen) days shall be calculated from the date of receipt of the first communication from the Promoter, in case the Promoter chooses to send such communication by any of the following mode, i.e. RPAD/courier/email/hand delivery. In case the Purchaser(s) commit/s any delay in making the said payment then without prejudice to the right of the Promoter, as set out herein, the Purchaser(s) shall become liable to pay interest at the rate specified in RERA Rules on all delayed payments from its due date till the actual payment is made.

- p) The Purchaser(s) is/are aware that in accordance with section 194-IA of the Income Tax Act, 1961, TDS has to be deducted at the rate mentioned in the Income Tax Act, 1961 of the Purchase Consideration/ every instalment thereof, while making payment to the Promoter under this Agreement. The amounts so deducted by the Purchaser(s) are required to be paid to the Income Tax Authorities on or before the 7th day of the English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser(s) electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser(s) submitting the original TDS Certificate within 15 (fifteen) days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Purchaser(s) further agree/s and undertake/s that if the Purchaser(s) fail/s and/or neglect/s to deduct the tax at source or fail/s to pay the same after deduction to the Income Tax Authorities, the Purchaser(s) alone shall be deemed to be the assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability for non-payment of such TDS.

- q) The Purchaser(s) however agrees that at the time of handing over the possession of the said Premises, if the TDS certificate, as contemplated in the sub-clause hereinabove is

not produced, the Purchaser(s) shall pay equivalent amount as interest free deposit with the Promoter, which shall be refunded by the Promoter on the Purchaser(s) producing such TDS certificate within 90 (ninety) days of possession. Provided further that in case the Purchaser(s) fails to produce such TDS certificate within the stipulated period, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser(s).

- r) Without prejudice to the right of promoter to charge interest in terms above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

s) It is clarified and the Purchaser(s) accords his/her/it/their agreement to the Promoter to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:

- i) First towards any Payment Dishonour charges in case of dishonour of payment or any other administrative expense incurred by the Promoter.
- ii) Second, towards interest as on date of delayed payments.
- iii) Third, towards statutory charges, if applicable.
- iv) Fourth, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser(s) under this Agreement.
- v) Fifth, towards outstanding dues towards Total Consideration and Other Amounts payable by the Purchaser(s) in respect of the said Premises or under this Agreement.

Under no circumstances shall any express intimation or communication by the Purchaser(s), with regards to the appropriation of the payments made hereunder, other than as aforesaid, be valid or binding on the Promoter.

- t) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project
- u) Within 15 (fifteen) days of Possession Notice (defined herein) given by the Promoter to the Purchaser(s), the Purchaser(s) shall be liable to bear and pay the proportionate share that may be decided by the Promoter or the Society, as the case may be, towards (a) insurance premium; (b) all municipal and other taxes or betterment charges that may from time to time be levied in respect of

the New Building including water taxes and water charges; and (c) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the New Building and the said Property underneath along with GST and any other taxes/levies as applicable. The Purchaser(s) shall pay/ deposit with the Promoter prior to taking possession of the said Premises, the amounts as more particularly set out in Part B of Second Schedule hereunder written. The abovementioned sums/ amounts shall not carry interest and will remain with the Promoter and the account thereof will be maintained until handover of affairs/management to the Society. All the aforesaid amounts collected other than amounts towards Legal charges and Water/ Electric Meter Charges and any other service connection as applicable; after deducting actual expenses incurred by Promoter in respect thereof will be handed over to the Society. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned herein, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the Society or towards the aforesaid outgoings and shall utilize the amounts only for the purposes for which they have been received. The Purchaser(s) shall pay/ deposit with the Promoter prior to taking possession of the said Premises interest free refundable security deposit as more particularly set out in Part B of Second Schedule hereunder written towards security against any damages or losses that may be occurred to any part of the New Building due to fit out work to be carried out by the Purchaser(s) at his/her/their New Flat. Any damages/losses that may occur to any part of the New Building during the said fit out period, the same shall be rectified by the Purchaser(s) at his/her/their own cost and expenses failing which the Promoter shall carry out the same and deduct the amount of the said expenses from the said interest free refundable security deposit and refund the balance amount, if any, to the Purchaser(s).

- v) The amounts so paid by the Purchaser(s) to the Promoter under the sub-clause hereinabove shall not carry any interest and shall be utilized by the Promoter for the purposes for which these amounts have been received. Security deposit or balance thereof, if any, shall be handed over to the Society.
- w) It is clearly understood and agreed that it shall not be the obligation of the Promoter to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter have received the same from the Purchaser(s) of various flats in the said Project. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the New Building due to non- payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser(s) and/or other purchasers of the premises therein and/or their failing to comply with their obligations under this Agreement.
- x) The Purchaser(s) declare and affirm that in case of joint allotment, failure to pay by any one of the Purchasers shall be deemed as failure to pay by all and all Purchasers shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

5) ADHERANCE TO PLAN:

- a) The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been/ may be imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser(s), obtain from the concerned local authority occupation certificate in respect of the said Premises.

- b) The Promoter have commenced construction and shall complete construction on the said Property in accordance with the plans, designs and specifications approved by the Planning authority SRA, and other local authorities which have been seen and approved by the Purchaser/s with only such variations and modifications as may be required by the concerned local authority/ government to be made in them or any of them.

PROVIDED THAT the Promoter shall have to obtain the prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Premises of the Purchaser/s, except, any alteration or addition required by any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Purchaser/s. The Promoter may also make such minor additions and alterations as may be required by the Purchaser/s.

PROVIDED FURTHER THAT the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, by obtaining 2/3rd consent of concerned affected person/s in the said New Building as the case may be. It is clarified that the consent of those Purchaser /s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required.

6) **TIME IS OF ESSENCE FOR BOTH THE PROMOTER AND THE PURCHASER(S):**

Time is of essence for the Promoter as well as the Purchaser(s). The Promoter shall abide by the time schedule for completing the New Building and handing over the Premises to the Purchaser(s) after receiving the occupancy certificate, subject to what is stated hereinbelow. Similarly, the Purchaser(s) shall make timely payments of every instalment and other dues payable by him and shall comply with all other obligations under this Agreement. The Purchaser/s shall pay to the Promoter, the amounts payable under this Agreement on the due date without fail and without any delay or default or demur. The Promoter will forward to the Purchaser /s Notice of demand for

amounts due and payable under this Agreement at the address given by the Purchaser/s under this Agreement and the Purchaser /s will be bound to pay the amounts within 7 days of the Promoter dispatching written Notice at the address of the Purchaser /s as given in these presents. In addition to the said consideration, the Purchaser /s shall also be liable to bear and pay Service Tax/GST as applicable in addition to the aforesaid instalment to the Promoter. Time as to payment of each of the instalments shall be of the essence and the Purchaser /s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests ("Interest Rate") on all delayed payments including delay in payment of the Goods and service tax as applicable from the due date till the date of payment thereof. The Purchaser /s shall pay each instalment of the purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the TDS to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16B for the same, within statutory period from the payment thereof.

7) FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE SAID BUILDING ON THE SAID PROPERTY:

- a) The Purchaser/s hereby agrees, accepts and confirms that the Promoter propose to develop the said Property by utilization of the full development potential and the Purchaser /s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
- b) As per the recent amendments to the government policies and the Development Control Regulations for Greater Bombay, 1991/ DCPR 2034, it is permissible to load, utilize and consume FSI by way of TDR and Premium FSI on the Property and Promoter are entitled to receive and utilize their respective proportionate share in such TDR and Premium FSI, on the said Property subject to purchasing and acquiring the same from the open market and/ or from Planning Authority SRA as the case may be. The Promoter shall also be entitled to entire increased, additional, future and extra FSI which may

be available in respect of the said Property on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Property or otherwise, the same shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Property which shall be developed as a proposed/ separate phase in the manner as Promoter deems fit and appropriate and the same shall not affect the existing development that is proposed on the said Property and neither the Purchaser /s nor the Common Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- c) The Promoter shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the Property whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of said Property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Property and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Property and neither the Purchaser /s nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

d) Notwithstanding anything to the contrary contained herein, the Promoter shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the development on the said Property and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoter in its sole and unfettered discretion and as may be permitted by law;

8) CONSEQUENCES OF FAILURE IN ADHERING TO TIME SCHEDULE:

a) Subject to a force majeure event, if the Promoter fails to abide the time schedule for completing the New Building project and handing over the Premises to the Purchaser(s), the Promoter agrees to pay to the Purchaser(s), provided that the Purchaser(s) do not intend to withdraw from the said New Building project, and the Purchaser(s) having paid all the amounts due as per this Agreement, along with interest/ penalty, if any; interest as specified in the RERA Rules, on all the amounts paid by the Purchaser(s) for every month of delay, till the handing over of possession.

b) The Purchaser(s) agree/s and undertake/s to pay to the Promoter, interest as specified in RERA Rules, on all the delayed payment/s which become due and payable by the Purchaser(s) to the Promoter under the terms set-out in this Agreement from the date the said amount becomes due and payable by the Purchaser(s) to the Promoter.

c) Without prejudice to the right of the Promoter to charge interest in terms of the sub- clause hereinabove, on the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Promoter under this Agreement (including his/her/it/their proportionate share of taxes, charges, levies etc. imposed by concerned local authority and other outgoings), the Promoter may, at its own option, terminate this Agreement:

- i. Provided that, before termination of this Agreement, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser(s) by registered Post A.D. at the address as mentioned in this Agreement and/ or by e-mail at the email address provided by the Purchaser(s), of the intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser(s) fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.
- ii. Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall, simultaneously upon the Purchaser(s) executing and registering Deed of Cancellation of this Agreement, refund to the Purchaser(s) subject to adjustment and recovery of agreed Liquidated Damages or any other amount as defined herein. It is agreed and understood that after termination, the Promoter shall be at absolute liberty and shall have all legal rights to allot and/ or sell/ transfer and/ or mortgage/ lien the said Premises to any third party Purchaser(s) upon such terms and conditions as may be deemed fit by the Promoter. The Purchaser(s) shall not be entitled to raise any dispute or objection in any manner whatsoever for such third-party allotment of the said Premises by the Promoter.
- d) The liquidated damages agreed between the Promoter and the Purchaser(s) (hereinafter referred to as "Liquidated Damages") shall include: (i) 10% of the amount of the Total Consideration of the said Premises (which includes Earnest Money Deposit), (ii) interest, penalties on any overdue payment, (iii) cheque bouncing charges, delayed payment charges, brokerage paid to channel partners/ brokers, if any, (iv) all taxes paid by the Promoter to all authorities in respect of allotment of said Premises to the Purchaser(s), (v) amount of stamp duty, registration charges and out of pocket expenses paid on this Agreement as well as those which shall be payable on the deed of cancellation of this Agreement, (vi) GST and any other taxes/charges/levies etc. which are correctly applicable or may be applicable in future in respect of transaction recorded in this Agreement.

e) In the event, the Purchaser(s) intends to terminate this Agreement for any reason other than delay in completion of the New Building, as per timelines mentioned herein, then the Purchaser(s) shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/their intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in sub-clauses (a) and (d) of this clause shall become automatically applicable and the refund of Total Consideration price to the Purchaser(s) shall be made in accordance with what has been stated in the said clauses. In such an event, the Promoter's obligation to refund the Total Consideration subject to deductions made in accordance with sub-clause (d) hereinabove, shall be against the Purchaser(s) entering and registering the requisite Deed of Cancellation and handing over original of this Agreement and all other documents relating to the said Premises to the Promoter.

9) AMENITIES AND FIXTURES:

The Promoter shall construct the said New Building as per specifications approved by the competent authority and provide **Amenities and Facilities** in the **Common Areas** and all facilities and amenities of standard quality as per the specification more particularly described in **Third Schedule**, hereunder written. The Purchaser(s) confirm/s that the amenities and facilities mentioned in Third Schedule hereto are tentative and are subject to availability. In case of unavailability, the Promoter is entitled to give an equivalent product or the next best alternative or may not give such amenities.. The Purchaser(s) further agree/s and undertake/s that the selection of the next best alternative shall be at the discretion of the Promoter.

At the specific request of Purchaser(s), the Promoter has agreed to provide the said Flat as bare shell (raw) Flat i.e. a flat with main door and windows only and without any internal walls, flooring, electrical/ sanitary fittings, finishing works, etc. The Purchaser(s) hereby agree and confirm that he/she/they shall not be entitled to claim or demand any compensation of any nature whatsoever in

future in respect of aforesaid arrangement. The Purchaser(s) alone shall be responsible for procurement of materials, execution of aforesaid works and defects arising therefrom in future and confirms that the Promoter shall not be held responsible in any manner whatsoever. The Purchaser(s) have agreed to adhere to all the terms and conditions of the Promoter in respect of aforesaid arrangement from time to time and also undertake to execute the said works without altering/ modifying/ tampering with the internal/ external structure of the building and the said Flat. Further before commencing any civil/ furniture/ interior works in the said Flat, the Purchaser(s) hereby agree and undertake to submit to the Promoter design/plans/drawings, etc. in writing for consideration of its engineering team and carry out such works only upon its approval.

10) POSSESSION DATE:

It is expressly agreed by and between the Purchaser(s) and the Promoter that the Promoter will endeavour to hand over the possession of the said Premises, after the said Building is ready for use and occupation as evidenced by the issuance of the occupation certificate from the concerned authority, by **31st December, 2028**

, PROVIDED, the Promoter has received the said Total Consideration in respect of the said Premises and all other amounts payable by the Purchaser(s) to the Promoter under these presents, unless the delay in handing over possession is on account of a Force Majeure Event as stipulated hereunder. For the purpose of this clause, the "Purchase Consideration" shall include the interest/ penalty, GST as well as other charges etc. payable by the Purchaser(s) to the Promoter in accordance with the terms of this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

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

- b) The Parties agree that, if on account of a Force Majeure Event, development is delayed or materially affected, then the date of handing over possession will automatically stand extended to that extent.
- c) If the Promoter fails or neglects to give possession of the said Premises to the Purchaser(s) by Possession Date or such later date, as approved by RERA, as stated hereinabove, save and except on account of Force Majeure Event (as defined herein above) or any reasons beyond their control or as provided in Section 18 of the RERA, then the Purchaser(s) shall be entitled, after giving 60 (sixty) working days' prior notice in writing, to terminate the Agreement and thereupon the Promoter shall be liable, on demand, to refund to the Purchaser(s) amount already received in respect of the said Premises along with interest at the rate stipulated in RERA Rules, from the date of the receipt of such amount till payment, simultaneously against the Purchaser(s) executing and registering the requisite Deed of Cancellation of this Agreement. The Purchaser(s) agrees that the repayment as aforesaid constitutes his/her/their/its sole remedy in such circumstances and the Purchaser(s) foregoes any and all his/her/their/its rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever including but not limited to those of a direct or consequential nature or otherwise. In the event, the Purchaser(s) has availed housing loan and created mortgage on the said Flat, then along with the notice of termination, they shall submit NOC from such bank or institution for termination of the Agreement by Purchaser(s). Till the amount along with interest thereon is refunded by the Promoter to the Purchaser(s), the Purchaser(s) shall, subject to prior encumbrance, if any, have a charge on the said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Purchaser(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Property or New Building in any manner whatsoever and the Promoter shall be entitled to deal with and/ or dispose off the said Premises to any person or party as the Promoter may desire at its sole and absolute discretion.

11) PROCEDURE FOR TAKING POSSESSION:

- a) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- b) Subject to the Purchaser(s) not being in breach of any of the terms hereof and the Purchaser(s) having paid all the dues and amounts hereunder, including and not limited to the said Total Consideration and the Other Charges, the Promoter, upon obtaining the Occupancy Certificate (the occupancy certificate may be for part or whole of the New Building) from the Competent Authority, shall offer in writing the possession of the said Premises, to the Purchaser(s) in terms of this Agreement ("**Possession Notice**") to be taken within 30 (thirty) days from the date of issuance of such notice and the Promoter shall give possession of the said Premises to the Purchaser(s) subject to the Purchaser(s) making payment to Promoter of the Purchase Consideration, Other Charges, GST, amount payable at the time of taking possession as well as any other amounts payable under this Agreement, and sign and execute such undertakings, declarations, documents, writings, etc. as may be required by the Promoter.
- c) The Purchaser(s) shall take possession of the said Premises within 30 (thirty) days of the Promoter giving written notice to the Purchaser(s) intimating that the said Premises are ready for use and occupation.
- d) At the time of taking possession of the Premises, the Purchaser(s) shall inspect the said Flat along with the authorized representative of the Promoter and fully satisfy himself/herself/themselves that the said Flat has been constructed as

per the approvals and the Flat amenities have been provided as per this Agreement. If, during the course of inspection, the Purchaser(s) points out any defects or deficiencies in respect of the said Flat and if such objections as raised by the Purchaser(s) are valid, such objections shall be recorded in the inspection sheet by the authorized representative of the Promoter and signed by both the Purchaser(s) and the authorized representative of the Promoter. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies as solely recorded in the inspection sheet. If the Purchaser(s) fails to attend the inspection at the time of taking possession, the Purchaser(s) shall be deemed to have fully accepted the construction, state and condition of the said Flat.

- e) Even if the Purchaser(s) does not take possession of the said Premises for any reason whatsoever, still he/she/they shall become liable for the payment of all premium, applicable charges, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges and other taxes, levies, cess and/or charges etc. as may be imposed or become payable in respect of the said Premises, upon completion of the said **30 (thirty) days' Notice Period.**
- f) The Purchaser(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of said Premises, New Building, Property as well as common amenities and facilities including but not limited to water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars / security guards / security agency, sweepers, property managers/property management company/s, facility service provider etc. and/or any/all other expenses necessary and incidental to the management and maintenance of the said Premises, the said New Building and/or the said Property as well as common areas and amenities available to the owners of flats in the New Building. The Purchaser(s) shall pay such provisional contribution quarterly from the date the Promoter notifies him/her/them that the said Premises are ready for occupation, on the 5th day of each quarter in advance and shall not withhold the same for any reason whatsoever. In case of delay, the Purchaser(s) shall be liable to pay interest as

per applicable law and all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be 3% (three per cent) of the amount of the delayed payment per instance, subject to minimum of Rs.25,000/- (Rupees Twenty Five Thousand Only) plus GST, per instance of delayed payment, from the 1st day of the month till the date of payment. Non-payment or default in payment of said amounts shall be regarded as default on the part of Purchaser(s) and shall entitle the Promoter to terminate this Agreement in accordance with the terms and conditions contained herein. The Purchaser(s) shall pay an amount equivalent to 12 (twelve) months' provisional monthly contribution and outgoings by way of interest free security deposit to the Promoter on or before taking possession of the said Premises, which amount (after adjusting any outstanding amount) shall be handed over to the Society at the time of handing over charge of the management of the said New Building to the Society. The amount so paid by the Purchaser(s) to the Promoter shall not carry any interest and as such while handing over the balance, if any, to the Society, the Promoter shall not be liable to pay any interest thereon.

g) The Purchaser(s) shall also be liable to bear and pay property/assessment tax, betterment charges, local taxes and any/all other levies (by whatever name it is called) payable to Municipal Corporation, Local Authorities and/ or any other Government and Semi-Government Authorities (hereinafter referred to a the "**Property / Assessment Tax**"). In case the Property/Assessment Tax bills are not issued in the name of the Purchaser(s) and are issued in the name of the Promoter/ Society, the Purchaser(s) shall pay their share of the Property/Assessment Tax to Promoter/ Society in advance to enable the Promoter/ Society, as the case may be, to make timely payment of the Property/Assessment Tax bills.

h) The Purchaser(s) hereby nominates the person(s) as set out in the **Part B of Second Schedule**; if any ("**the said Nominee**") as his/her/their/its Nominee in respect of the said Premises. On the death of Purchaser(s), the said Nominee shall assume all the obligations of the Purchaser(s) under this Agreement or otherwise and shall be liable and responsible to perform the same. The

Purchaser(s) shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser(s) (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser(s) shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/ Succession Certificate/ Letter of Administration and/or such other documents as the Promoter may deem fit, from such Nominee. The Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

- i) The Purchaser(s) agrees to pay to the Promoter advance maintenance charges as per the rate that will be decided by the Promoter at the time of handover possession of the New Flat on the RERA carpet area inclusive of balcony area, if any, plus GST, as applicable, for period of 18 months from the date of occupation certificate towards the upkeep and maintenance costs / such outgoings. Further, the Promoter shall be entitled to recover from the Purchaser(s) additional maintenance charges after the expiry of period of 18 months as applicable.

12) FAILURE OF PURCHASER(S) TO TAKE POSSESSION OF THE SAID PREMISES:

- a) Upon receiving a written intimation from the Promoter, the Purchaser(s) shall take possession of the said Premises from the Promoter by executing necessary documents. In case the Purchaser(s) fails to take possession within the said period of 30 (thirty) days, the Purchaser(s) shall continue to be liable to pay maintenance charges as applicable, as stated above. Upon taking actual possession of the Premises or upon expiry of the said 30 (thirty) days from the date of receiving the Possession Notice from Promoter, the Purchaser(s) shall be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s against the

Promoter, with respect to any item of work alleged not to have been carried out or completed. The Purchaser(s) expressly understands that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Purchaser(s).

- b) The Purchaser(s) hereby agrees that in case the Purchaser(s) fails to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoter, then the Purchaser(s) shall in addition to the Other Charges as stated in **Part B of Second Schedule** and the charges stated hereinabove, also pay to the Promoter holding charges at the rate of Rs. 20/- (Rupees Twenty Only) per month per sq. mts. of the RERA Carpet Area of the said Flat ("**Holding Charges**") for the period of such delay. During the period of said delay the said Flat shall remain locked and shall continue to be in possession of the Promoter, but at the sole risk, responsibility and cost of the Purchaser(s) in relation to its deterioration in physical condition.

13) PROMOTER'S DEFECT LIABILITY:

- a) If within a period of 5 (five) years from the date of occupation certificate or handing over possession of the said Premises to the Purchaser(s), whichever is earlier, the Purchaser(s) bring/s to the notice of the Promoter any structural defect in the said Premises or the New Building or any defects on account of quality of the material used in construction, then wherever possible, such defects shall be rectified by the Promoter at its 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 reasonable compensation for such defects. However, if the Purchaser(s) carries out any alteration, addition or change in the said Premises, including, without limitation, drilling of any walls, without obtaining prior written permission of the Promoter and of the concerned authorities, wherever required, then, in that case the liability of the Promoter shall come to an end and the Purchaser(s) alone shall be responsible to rectify such defect or change at his/her/their own cost.
- b) Notwithstanding anything contained in sub-clause (a) above, if such defect occurs (i) due to carrying out any structural additions or alterations or internal

changes by the Purchaser(s) in and over the said Premises and/or (ii) due to damage to the water proofing treatment provided to the said Premises by the acts and/or omissions on the part of the Purchaser(s) and/or (iii) due to any mishandling and/or any misuse of the said Premises and/or of the said amenities, fixtures, etc. and/or (iv) due to carrying out renovation/additions or alterations/structural/internal changes by any other purchaser(s) within his/her/their respective premises and thereby causing of any damage by them to the said New Building or any part thereof, the Promoter shall not be responsible for the same.

- c) If any damage due to wear and tear or alteration/ addition of whatsoever nature is caused to the Premises [save and except the defects as mentioned in sub-clause (a)], the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser(s) and the Purchaser(s) alone shall be liable to rectify and reinstate the same at his/ her own costs.
- d) In spite of all the necessary steps and precautions taken while designing and construction, the New Building or Flat may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser(s) may come across cracks in finishes, flooring, slabs, gypsum, paint etc. as a result of such slab/ beam deflection and also caused due to renovation and/ or alterations etc. carried out by the Purchaser(s) and/or any other members/ occupants in the said New Building. Notwithstanding what is mentioned in this clause, the Purchaser(s) agrees and covenants not to hold the Promoter liable and/ or responsible in respect thereof.
- e) The Promoter will hand over the guarantee/warranty cards of fixtures and fittings provided; if any (if provided by the respective agency/ manufacturer). Further, it shall be the responsibility of the Society/ Purchaser(s), as the case may be, to obtain and/ or renew the Annual Maintenance Contracts in relation to the fixtures/ fittings/ amenities provided; if any in the New Building and/ or the Premises. In this regard, Purchaser(s) acknowledge that the Promoter has no control over the various products/ amenities provided; if any in the Premises/

New Building and accordingly, they shall not hold the Promoter responsible for any problems associated with them and shall directly take up the issue with the manufacturer/ agency.

14) USER OF PREMISES:

The Purchaser(s) shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential use. Purchaser(s) shall use the Car Parking, if any allotted to him/her/them, only for purpose of keeping or parking his/her/their own vehicles.

15) FORMATION OF COMMON ORGANIZATION OF PURCHASER(S), AND FORMATION OF FEDERATION/APEX BODY AND TRANSFER OF TITLE

- a) The type of Common Organization to be formed of the Purchaser(s) in respect of said building shall be at the sole discretion of the Promoter. Common Organization to be formed may be a Co-operative Society or a company or a condominium or any other legal entity.
- b) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/OriginalOwner/Promoter and/or the owners in the said structure and project land of the Building or wing in which the said Apartment is situated.
- c) The Promoter shall submit an application to the Competent Authority for registration of the Co-Operative Society or Company or condominium or any other legal entities as the Promoter may decide within the period of Three months from the date on which fifty one percent of the total number of Purchaser(s) in the First phase of the said building/wing have booked the Apartments. Provided such fifty one Percent of the Purchaser(s) in said building has signed and given all the forms and declarations required to be submitted along with the application for formation of the Common Organization. The Purchaser(s) and the Purchaser(s) of the other premises shall join in the formation and registration of the Common Organization and from time to time sign and execute the application for registration and/or membership and all the

necessary applications, documents and other papers and writings for the purpose of formation and registration of the Common Organization including bye-laws of the Common Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser(s), so as to enable the Promoter to register the Common Organization within the time as prescribed under the RERA.

- d) The Bye-Laws or as the case may be and/or Memorandum of the Common Organization shall not contain any provision, save to the extent required by law, which is contrary to the provisions herein contained. At the first general meeting of the Common Organization after its formation, the Purchaser(s) shall cause the Common Organization to accept and ratify this Agreement and all other Agreements entered with the Purchaser(s) of other Apartments to ensure that the Common Organization will be bound by the rights of the Promoter herein contained and to give effect to various provisions hereto.
- e) The Promoter shall form separate and independent common organization of the Purchaser(s) in respect of each of the wing of every building in the said Property.
- f) The name of the Common Organization shall be solely decided by the Promoter.
- g) The Common Organization shall admit all Purchaser /s of flats and premises in the said Building as members, in accordance with its bye-laws.
- h) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/premises and other premises including un-allotted car parking spaces in the said Building shall at all times, after the formation and registration of the Common Organization and/or lease of the said Property and the said Building in favour of the Common Organization, be and remain the absolute property of the Promoter, as the case may be.
- i) The Promoter shall, even after formation of the said Common Organization be entitled to deal and dispose off such unsold premises/ parking spaces as per its

choice and on such terms and conditions and consideration as the Promoter may deem fit and proper.

- j) The Promoter shall be entitled, but not obliged to, join as a member of the Common Organization in respect of the unsold premises in the said Building, if any.
- k) Post the execution of the Transfer Document in favor of the Common Organization, the Common Organization shall be responsible for the operation and management and/or supervision of the said Building, and the Purchaser /s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- l) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Common Organization, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Common Organization and their respective members/intended members including the Purchaser /s, as the case may be, and the Promoter shall not be liable towards the same.
- m) Till the development of the said Property and/or completion of construction of the said Building to its full development potential has been completed in all respects, the Purchaser /s, the Common Organization shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser /s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Purchaser /s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoters of its aforesaid rights.

- n) The Promoter shall not pay maintenance charges of unsold premises till Common Organization is formed.
- o) The Promoter shall execute Conveyance of the said Building together with the said Property (hereinafter referred to as the "Transfer Document") in favour of Common Organization.
- p) The costs, expenses, charges, levies and taxes on the Transfer Document and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Common Organization alone. Post the Transfer Document, the Common Organization shall be responsible for the operation and management and/or supervision of the said Building, including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

16) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- a) The title of the Promoter in respect of the said Property is clear and marketable; subject to what has been stated hereinabove and/or in the opinion on title and/or disclosed on the website of the authority under RERA, the Promoter has requisite rights to carryout development of the said Property and construction of the New Building.
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Property and shall obtain requisite permissions and approvals, as and when required, under law and further approvals from time to time to complete the development of the New Building.
- c) There are no encumbrances upon the said Project, except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.

- d) There are no litigations pending before any Court of law with respect to the said Property/ Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA, if any. The Promoter has obtained requisite approvals, licenses and permits from the competent authorities with respect to the Project and will obtain such further permissions as may be necessary from time to time.
- e) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby they are prevented from entering into this Agreement;
- f) The Promoter has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party in respect of the said Property/ Premises which will, in any manner, affect the rights of Purchaser(s) under this Agreement;

17) WARRANTIES AND COVENANTS OF AND BY THE PURCHASER(S):

The Purchaser(s) hereby covenants with the Promoter as follows: -

- a) The Purchaser(s) has/have entered into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement. The Purchaser(s) has/have obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.
- b) The Purchaser(s) shall use the Flat or any part thereof or permit the same to be used only for residential purpose. Purchaser(s) shall use Car Parking only for the purpose of keeping or parking his/her/their ownership vehicle only.
- c) The Purchaser(s) shall maintain the Premises at his/her/their own cost in good and tenantable repair and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the New Building

or Premises which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building and/ or the said Premises or any part thereof without the consent of the local authorities, if required. The Purchaser(s) shall store all belongings inside the Premises hereby agreed to be purchased and not in vacant places outside Premises or in common areas or walk areas, etc. The Promoter/ Society/ Apex Body shall have right to immediately dispose-off or move away any items left unattended/ stored outside the Premises at the expense and liability of the Purchaser(s) alone.

- d) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or be likely to damage the staircases, common passages or any other structure of the New Building, including entrances of the New Building and in case any damage is caused to the said New Building or the Premises 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.
- e) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the New Building or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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.
- f) Not to demolish the Premises or cause the same or any part thereof to be demolished, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building, in any manner whatsoever, and shall keep the portion, sewers, drains and pipes in the Flat and

the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the New Building and shall not chisel, or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Promoter/ Society, as the case may be.

- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the New Building.
- i) The service area provided for servicing the plumbing and other utility services of toilets of the said Flat shall be used for the purpose of such servicing only.
- j) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, their share of security deposit and/ or such other charges, amount, moneys, taxes, cess, etc., as the case may be, payable by the Purchaser(s) under this Agreement and/ or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the New Building and/ or in respect of said Premises.
- k) To bear and pay any/ all 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, on account of change of user of the Premises by the Purchaser(s) for any purposes other than for purpose for which it is sold and/ or for any other reasons.
- l) The Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until

all the dues including but not limited to the said Purchase Consideration payable by the Purchaser(s) to the Promoter under this Agreement are fully paid up and only if the Purchaser(s) had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser(s) has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter to transfer, assign or part with the interest etc.

m) The Purchaser(s) shall observe and perform all the rules, regulations and resolutions of the Society for protection and maintenance of the said New Building and the premises and common areas therein and/ or for any other reasons 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 proposed Society and/or condominium and/or anybody that may be formed by the Promoter, regarding the occupation and use of the Premises in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

n) The Purchaser(s)/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.

o) The Purchaser(s) hereby confirms and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat and its colour, texture, the fitting(s), fixture(s), furniture, items, electronic goods or any installations depicted therein are only suggestive and are for the purpose of showcasing the sample flat and the same are not intended to be provided as a standard specifications and/or services or cannot be construed in that manner and the Promoter is not liable/ required to provide the same other than as expressly agreed by the Promoter under this Agreement. The Purchaser(s) has not relied on the same for his/ her/ their/ its decision to acquire the said Premises

and also acknowledges that the Purchaser(s) has seen all the layout plans, specifications and time schedule for completion of the Project.

- p) Not to make any extensions, additions, in or around his/her/their Premises which may be considered illegal and as violation of Occupation Certificate of the particular Premises. In the event such an illegal alteration is carried out, then the Purchaser(s) shall immediately remove/ demolish it as soon as it is brought to his notice. The Purchaser(s) shall not attempt to regularize such an illegal alteration.
- q) Not to transfer, assign, give on leave and license or tenancy basis or induct any person/s into or part with the said Premises and/or any part thereof and/or the Purchaser(s)'s right, interest or benefit under this Agreement or part with the possession of the said Premises and/or any part thereof without the prior written consent of the Promoter/Society. The Promoter shall grant such consent to the Purchaser(s) only if the Purchaser(s) has/have paid all dues under this Agreement and has/have not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the Promoter in this regard.
- r) The Purchaser(s) hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by the Promoter to the Government, Municipal Corporation or to any other authority in respect of development of the said Property or in respect of the said New Building or the said Premises, the same shall be reimbursed to the Promoter in the proportion that the area of the said Premises agreed to be purchased by the Purchaser(s) bears to the total area of all premises in the said New Building and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser(s).
- s) While carrying out any work, the Purchaser(s) shall ensure that the water proofing treatment given by the Promoter is not damaged in any manner. The

Purchaser(s) shall also ensure that the plumbing lines provided in the Flat are not shifted. If on carrying out the work, any leakage and/ or seepage of water takes place, then the Purchaser(s) alone shall be liable and responsible to rectify such defects at their own costs and expenses. Likewise, in case while carrying out the said work, the said New Building or any part thereof including (but not limited to) the adjoining flats and/or the flats on the upper and lower floors are damaged, then the Purchaser(s) alone shall be liable and responsible to rectify such damages at their own cost and expenses.

- t) If the Purchaser(s) fails to carry out the rectification work within a period of 7 (seven) days from the date of receiving communication about the leakage or damage, the Promoter and/or member/or Purchaser(s) of the flat in whose flat there is a leakage or damage shall be entitled to rectify the defect entirely at the costs of the Purchaser(s) herein. In case of failure of the Purchaser(s) in paying such rectification costs to the Promoter, the Promoter reserves the right to deduct/recover the costs towards rectification of any such defects or damages from the advance maintenance and/or the Corpus amount deposited by the Purchaser(s) with the Promoter or alternatively the Promoter may demand from Purchaser(s) herein interest free refundable security deposit for such amount to be decided by the Promoter at the time of giving possession to the Purchaser(s). The Purchasers herein shall also give such Undertakings, Bonds, Indemnity, Affidavits, Writing as may be required by the Promoter at the time of taking possession of the said Premises.
- u) That Purchaser(s) shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoter and understand/s that in case of any violation, particularly with regard to sub-clause (f), (p), (s), he/she/they shall not be entitled to claim the benefit of defect liability.
- v) The Purchaser(s) represents that he/her/they has/have not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Purchaser(s);

- w) The Purchaser(s) represents that no receiver and/or assignee and/or liquidator is appointed in relation to any of the Purchaser's assets/properties;
- x) the Purchaser(s) represents that none of his/her/their assets is/are subject matter of any attachment and/or the Purchaser(s) has/have not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Purchaser(s) is a defending party;
- y) the Purchaser(s) represents that he/her/they has/have never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations; and
- z) the Purchaser(s) represents that he/she/they has/have not compounded payment with his/her/their creditors and has/have not been convicted of any offence involving moral turpitude and/ or sentenced to imprisonment for any offence exceeding a period of 6 (six) months.
- aa)The Purchaser(s) is aware of the following and shall not raise any objection in respect thereof in future and Planning Authority/ SRA/Promoter shall not be held responsible for the same:
- i. the said New Building is constructed with open space deficiency and the Purchaser(s) shall not object to the development of neighbouring plot, whenever they come forward for the development of their respective plot, which may involve open space deficiency;
 - ii. uses of the Mechanical and other Parking System in the Project;
 - iii. room sizes are adequate as required under applicable guidelines (with concessions);
 - iv. Manoeuvring space for car parking.
- bb)The Purchaser(s) shall ensure that the proposed Society or anybody corporate that may be formed by the purchasers shall preserve and maintain the documents / plans received from the Promoter/ Architect and subsequently carry out necessary repairs/ structural audit/ fire audit at regular interval and

also present periodical structural audit reports and repair history to check and to carry out fire safety audit from time to time as per requirement of the Chief Fire Officer through an authorized agency of SRA.

cc) The Purchaser(s) shall not object or raise any claims for any variations in colour, size and design etc. of the tiles, marble, granite, stones, or any other construction material provided/used in the said Flat during construction and/or repairs/replacement which are beyond control of the Promoter.

dd) The Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the above covenants or any other terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

18) RIGHTS OF THE PROMOTER:

a) The Purchaser(s) hereby consents that the Promoter shall, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/ or its affiliates with various devices (including electronic, laser and neon signs) in one or more places in the said New Building and in the said Project therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoter and/or its group companies and affiliates will not be liable to make any payment of any nature to the Society and/or the occupant/s of the Building in respect of such logos and/or name boards and/or put-up advertisements boards/ hoarding etc.

- b) The Promoter shall not be liable to bear or pay any amount by way of contribution, out goings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Society, in respect of any unsold/ un-allotted premises in the said New Building, save and except the rents, rates, taxes, cesses, assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Promoter will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/ unsold premises and car parking spaces. In case the Promoter is liable to pay or have paid the same in respect of the New Building, flats, premises and/or car parking spaces which are not allotted, sold and disposed of and any refund of any such taxes, cesses, assessments or other levies made by the Corporation or any other Government, local or public body or authority is received by the proposed Society and/or any body corporate that may be formed by the Purchasers in respect of such unsold or un-allotted premises and/or car parking spaces, then the said proposed Society and/or any body corporate that may be formed by the Purchasers shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not. All unsold and/or unallotted premises/ flats, areas and spaces in the New Building, including without limitation, car parking spaces and anywhere else in the New Building and on the Property shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/ or unallotted premises/ flats and shall be entitled to enter upon the Property and the New Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- c) The Promoter shall have the right to raise any loan/ financial facility from any bank(s)/financial institution(s) or any other party towards Promoter's ownership rights on the said Property and sale component or receivables from sale of flats/ premises in the Promoter's Sale Component. Any such loan and

the liability thereof shall be cleared by the Promoter only at its own cost and expenses.

19) WAIVER:

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoter.

20) MAINTAINANCE OF SEPARATE ACCOUNT:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) of flats in the New Building as advance or deposit or towards the Other Charges as mentioned in Part B of **Second Schedule** hereunder written and shall utilize the amounts only for the purposes for which they have been received.

21) RESTRICTION ON RIGHT OF PURCHASER(S):

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property or New Building or any part thereof. The Purchaser(s) shall have no claim, save and except, in respect of the Premises hereby agreed to be sold to him and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, recreation spaces in the layout, etc. will remain the property and in absolute control of the Promoter/ Society, as the case may be.

22) RESPONSIBILITY OF THE PROMOTER UNDER RERA:

- a) The Purchaser(s) is/are aware that the Promoter has submitted Affidavit cum Declaration for registration of the Project under RERA as Land Owner as per the requirement of the RERA. It is however clearly agreed and understood that it shall be the sole responsibility of the Promoter to carry out and complete construction of the New Building and hand over possession of the Flat to the

Purchaser(s) in time. In case of dispute between the Promoter and the Purchaser(s) regarding quality of construction or delay in completion, including defect liability, then the Promoter shall alone be responsible for the same.

- b) The Promoter alone shall be responsible for all liabilities, claims, litigation, disputes, demands etc., arising under the provision of RERA pertaining to or in connection with the development of the said Property.

23) RIGHT OF THE PROMOTER TO CREATE A MORTGAGE/ CHARGE/ LIEN:

- a) The Promoter has not created any mortgage or charge on the said Property, save and except as disclosed in the title reports and/or while registering the said Project under RERA and/or elsewhere in this Agreement. The Promoter is, entitled, to avail financing and/ or credit facilities, and create mortgage/ charge/ lien / raise loans and debts from banks, financial institutions or other persons, for the development of the said Property, without making the Purchaser(s) liable for repayment of the same, by creating mortgage or charge on the Promoter's Sale Component or receivables from sale of flats/ premises in the Promoter's Sale Component, as may be desired by the Promoter. In case any such mortgage or charge is made or created by the Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s), who has taken or agreed to take such Premises. The Promoter shall provide requisite NOC, if applicable from such Lender and will clear such loan on or before completion of entire development and handover of the Premises to the Purchaser(s).
- b) In case the Purchaser(s) avail/s the financial assistance or home loan inter-alia for purchasing or acquiring the said Premises, then in that event, the Promoter shall, at the request and cost of Purchaser(s), allow the charge, lien or mortgage to be created upon the said Flat of such financial institution from whom the Purchaser(s) shall avail such financial assistance or loan. It is agreed and understood that the responsibility/ liability of repayment of the said financial assistance/ loan shall be that of the Purchaser(s) alone. The Promoter shall, in

no way, be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Purchaser(s) alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage/ charge/ lien is created pursuant to availing of such financial assistance/ loan by the Purchaser(s), the same shall be subordinate to the rights of the Promoter and be limited to and/ or restricted to or upon to the said Premises only. Save and except the said Premises, no other portion of the New Building and/ or the Property shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/ home loan.

- c) The Purchaser(s) hereby expressly agrees that so long as the loan and the said Purchase Consideration remain unpaid/ outstanding, the Purchaser(s), subject to the terms hereof, shall not sell, transfer, let out and/ or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Promoter and the relevant bank/ financial institutions which have advanced the loan. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser(s) which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Purchaser(s) to inform the proposed Society and/or any body corporate that may be formed by the Purchasers about the lien/charge of such banks/Financial Institutions and the Promoter shall not be liable or responsible in any manner whatsoever.
- d) The Purchaser(s) indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against any/all claims, costs, charges, expenses, damages and losses which the Promoter, its successors or assigns may suffer or incur by reason of any action that any Bank/ Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the loan.

24) ENTIRE AGREEMENT:

This Agreement, along with its recitals, schedules, annexures, etc. constitutes the Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, booking form, correspondences, arrangements etc. whether written or oral, if any, between the Parties with regard to the said Premises/ Property/ New Building, as the case may be.

25) RIGHT TO AMEND:

This Agreement shall not be amended by any of the Parties without mutual consent of each other. The amendment, if any, to be made to this Agreement shall be made only with the written consent of all the Parties and not otherwise.

26) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S) / SUBSEQUENT PURCHASER(S):

The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s). For the purposes of this Agreement, transfer shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the said Premises or any part thereof or (ii) the benefit of this Agreement and/or (c) in case the Purchaser is a company, directly or indirectly, the change in (i) control and/or management and/or (ii) shareholding constituting more than 25% of the voting rights and/or economic interest, (d) in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

27) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA or the RERA Rules framed thereunder or any other applicable law for the time being in force, then such provisions of the Agreement shall be deemed to have been amended or deleted and/ or shall be considered as 'severed' from this Agreement as if it was not forming part of this Agreement. But in that eventuality, the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

28) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other purchaser(s) in the Project, the same shall be the proportion which the RERA carpet area of the said Flat including balcony area, if any, bears to the total RERA carpet area of all the flats including balcony area, if any, in the New Building.

29) FURTHER ASSURANCES:

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. All costs, expenses, charges, taxes, including stamp duty, GST, Registration Charges, etc. that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Purchaser(s).

30) EXECUTION OF THE AGREEMENT:

- a) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Office or such other place as the Promoter may intimate.
- b) The Purchaser(s) and the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Parties will attend such office and admit execution thereof. It is agreed between the Parties that all expenses towards GST and/ or any other cesses or taxes pertaining to this Agreement shall be borne and paid

solely by the Purchaser(s). The Purchaser(s) alone shall be liable to bear and pay stamp duty, registration charges and all other charges, costs and expenses incidental to or in connection with this Agreement.

- c) Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 (seven) days from the date of receipt by the Purchaser(s) and secondly, appear/s for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser(s) fail/s to execute and deliver to the Promoter this Agreement within 7 (seven) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated herein above) without any interest or compensation whatsoever.

31) ADDRESS FOR CORRESPONDENCE:

That all notices to be served on any of the Parties, as contemplated by this Agreement, shall be deemed to have been duly served if sent to the respective Party by Registered Post A.D./ Speed Post/ Courier or notified Email ID/ Under Certificate of Posting at their respective addresses specified below:

Purchaser(s):

Name: _____

E-mail ID: _____

Promoter:

Name: SILVER LAND DEVELOPERS PRIVATE LIMITED

Address: 4th level, Sai Heritage, Tilak Road, above Axis Bank,
Ghatkopar (East), Mumbai – 400077.

E-mail ID: info@silvergroup.co.in

It shall be the duty of the respective Parties to inform the others of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/ speed post/ e-mail, failing which, all communications and letters posted at the above address shall be deemed to have been received by such Party.

32) JOINT PURCHASERS:

That in case there are Joint Purchasers, all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her. The Joint Purchasers hereby agree and confirm that service of notices or other communication to the first named Purchaser herein shall, for all intents and purposes, be considered as duly served on all the Purchasers.

33) FOREIGN EXCHANGE MANAGEMENT ACT:

The Purchaser(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) thereto and all other applicable laws, including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments

or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, as applicable. Further, the Purchaser(s) holds the Promoter harmless against any such action and undertakes to indemnify the Promoter in case of any fine/ action/ proceeding, etc. initiated against him/her/them by the relevant authority for any reason.

34) PAYMENT COMPLIANCE:

The Promoter accepts no responsibility in regard to Purchaser(s)'s compliance of making payment via his/her/their own accounts. The Purchaser(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Purchaser(s) and such third- party shall not have any right in the application/ allotment of the said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser(s) only.

35) DISCLOSURES:

The Purchaser(s) doth hereby represent to the Promoter as follows:

- a) That he/she/they has/have independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.

- b) That he/she/they waives his/her/their right to raise any questions or objections to the title of the Society to the said New Building and right of the Promoter to develop the same and sell the said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoter.
- c) That he/she/they has/have entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- d) This Agreement sets forth the entire agreement and understanding between the Purchaser(s) and the Promoter and supersedes and cancels:
 - (i) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and/or through on any other medium;
 - (ii) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than as expressly agreed by the Promoter under this Agreement; and
 - (iii) The Purchaser(s) agree/s and acknowledge/s that the sample flat and all furniture, fixtures, fittings, electronic goods, amenities, accessories, items, etc. provided therein are only the purpose of show casing that flat and the Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed under this Agreement.

36) DISPUTE RESOLUTION:

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably before RERA conciliation forum, such unsettled dispute shall be referred to the regulatory authority as per the provisions of

RERA and the RERA Rules or any other applicable rules and regulation framed thereunder.

37) GOVERNING LAW AND JURISDICTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE "SAID PROPERTY")

All that piece and parcel of land of the immovable property or ground bearing City Survey No.5851 of TPS III 148, corresponding to Survey No.244A, Hissa No.2 (part) admeasuring about 1648 square meters as per property register card together with the structure / building known as 'Parvati Sadan' standing thereon situate, lying and being at Ghatkopar south Salsette in the Mumbai District and Registration Sub District of Kurla Mumbai Suburban within the limit of Municipal Corporation of Greater Mumbai together with area of the moiety of the road along with north boundary thereof admeasuring about 122 square yards (being part of large piece of land which formerly bore survey No.244A part, Plot No.1(part), Falm Nos. 12 and 13/1 (part) and bounded as follows:

On or towards the North by: TPS III Bhanushali Lane

On or towards the South by: TPS III, Plot No.141K, 141B and 142

On or towards the West by: TPS III, Plot No.147

On or towards the East by: TPS III, Plot No.149, 150 and 151

THE SECOND SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE SAID PREMISES, CONSIDERATION & PAYMENT TERMS)

PART A	
Description of said Premises	Flat No. _____ of the _____ BHK type on the _____ floor in the said New Building known as "Silver Stellar" admeasuring _____ sq.ft. Carpet area as per RERA and in addition thereto the Purchaser/s shall be entitled to enjoy on an exclusive basis _____ sq.ft. appurtenant/utility area (which is attached to the flat and accessible only from the flat) and approved in the said presently approved plans as Terrace/ Deck/ Balcony/ Service Area etc. aggregating to _____ sq. ft. and Car Parking Facility for _____ Car/s in the New Building known as " Silver Stellar " being constructed on the said Property more particularly described in the Schedule - I hereinabove written.
PART B	
Total Consideration (excluding all applicable taxes and	Rs. _____/- (Rupees _____ Only)
Total Amount received (excluding all applicable taxes and	Rs. _____/- (Rupees _____ Only)
Earnest Money Deposit	Rs. _____/- (Rupees _____ Only)

OTHER CHARGES	
Legal Charges	Rs.50,000/- (Rupees Fifty Thousand only)
Charges payable towards instalment of utilities including electric meter and water connection	To be given as per actual at the time of possession of new Flat
Society Formation / Registration charges	Rs.10,000/- (Rupees Ten Thousand only)
Advance deposit for maintenance, management and upkeep of the building, taxes and other outgoing for 18 months (excluding municipal assessment / property tax)	To be given at the rate to be decided by the sole discretion of the Promoter at the time of Possession
Contribution towards sinking / repair / reserve / surplus / corpus funds for the society	To be given at the rate to be decided by the sole discretion of the Promoter at the time of Possession
Share money and entrance / membership fees of the society (as may be applicable)	Rs.600/- (Rupees Six Hundred only)
Interest free Security deposit for fit out work (Refundable)	Rs.15,00,000/- (Rupees Fifteen Lacs only)
TOTAL	
<p>Note: All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies/cess that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the Other Charges mentioned herein do not include any taxes/levies/cess.</p>	

PAYMENT SCHEDULE			
No.	Particulars	%	Amount
1	On Execution of Agreement for Sale	10	
2	On completion of 2 nd level slab of Basement	10	
3	On completion of 1 st level slab of Basement	10	
4	On completion of Plinth	15	
5	On completion of 1 st podium slab	5	
6	On completion of 2 nd podium slab	0	
7	On completion of 3 rd podium slab	0	
8	On completion of 4 th podium slab	5	
9	On completion of 1 st habitable floor slab	0	
10	On completion of 2 nd habitable floor slab	0	
11	On completion of 3 rd habitable floor slab	5	
12	On completion of 4 th habitable floor slab	0	
13	On completion of 5 th habitable floor slab	0	
14	On completion of 6 th habitable floor slab	5	
15	On completion of 7 th habitable floor slab	0	
16	On completion of 8 th habitable floor slab	0	
17	On completion of 9 th habitable floor slab	5	
18	On completion of 10 th habitable floor slab	0	
19	On completion of 11 th habitable floor slab	0	
20	On completion of 12 th habitable floor slab	0	
21	On completion of terrace slab	5	
22	On completion of masonry work of new Flat	4	
24	On completion of external plaster upto the floor level of the new flat of the building	4	
26	On completion of terrace waterproofing of new building and staircase and lift well work upto the floor level of the new flat	4	
28	On completion of lift lobby upto the floor level of the new flat, external plumbing and external painting of entire building	4	
29	On completion of lifts, water pumps, electrical works, compound paving, landscaping, entrance lobby works, amenities equipment in the building	4	
30	On handing over possession/receipt of Occupation certificate	5	
	TOTAL	100%	
**All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies/cess that may be imposed as applicable shall be paid by the			

Purchaser(s). It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, AMENITIES AND FACILITIES

Lifts	High Speed elevators
Parking	Mechanised Robotic Car Parking/ Surface level in Basements and Podiums
CCTV	CCTV surveillance in common areas (Entrance lobby, Lift Lobby, Staircase, Stilt areas, Terrace clubhouse (Enclosed areas), Open to Sky Terrace areas
Entrance Lobby	Decorative Entrance Lobby
Alternate Power Supply	DG set or Alternate Power supply for common areas
Fire Fighting	Fire Protection System as per CFO Norms
External Paint	Texture Paint / Cladding
Intercom	IP based Intercom System
Watchman Cabin	Cabin as per Architecture Planning
Compound Wall	Decorative Compound Wall
Structure	Earthquake Resistant Structure
Anti-termite Treatment	Anti-termite treatment through recognised Pest Control Agency
Fitness Centre	Fully equipped Fitness Centre
Society Office	Society Office
Wellness Areas	Yoga and Meditation Zone
Landscaped Lawn	Sit-Out areas

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

SIGNED SEALED AND DELIVERED)
By the within named "Promoter")
SILVER LAND DEVELOPERS PVT LTD)
by the hand of its director)
Kamlesh Vrajlal Shah)
In the presence of:)

Housiey.com

SIGNED AND DELIVERED)
by the within named "Purchaser(s)")

_____)
In the presence of:)

RECEIPT

RECEIVED WITH THANKS from the withinnamed Purchaser(s) a sum of **Rs. _____/- (Rupees _____ Only)** towards Part Consideration from and out of the Total Consideration payable by the Purchaser(s) in respect of the said Premises, before execution of this Agreement as per the details below:

Date	UTR No./ Cheque No.	Amount (Rs.)	Bank and Branch
	TOTAL		

We say received,

For SILVER LAND DEVELOPERS PVT LTD

Director