

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this _____ day of _____ in the Christian Year Two Thousand _____.

BETWEEN

M/S. FIRSTLIGHT PROPERTIES PRIVATE LIMITED a company incorporated under the Companies Act, 1956 having its registered office at 220, Commerce House, 140, Nagindas Master Road, Mumbai 400 023 hereinafter called "**THE OWNERS**" having PAN No. AAACS7947P (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assign) of the **ONE PART**;

AND

Mr./Mrs./M/s./ _____

of Mumbai Indian Inhabitant, having his/ her/ their/its address at

hereinafter referred to as "**THE FLAT PURCHASER/S**" having PAN NO. _____ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and in the case of a Partnership Firm will mean and include the partners from time to time constituting the said firm, their survivors, the heirs executors and administrators of the last surviving partner and in the case of a company its successors in title and permitted assigns) of the

OTHER PART:

WHEREAS:

(A) By a Deed of Conveyance dated 28th December, 2004 and registered with the Sub-registrar of Assurances under Sr. No. BBI-2/10303 of 2004 made between one LALJI SHAMJI THAKKER as the Vendor therein and M/s. Sumer Builders Pvt. Ltd. as Purchasers therein now known as M/s. Firstlight Properties Pvt. Ltd. being the Owners herein, the said Vendor did thereby sell and convey unto the Purchasers therein being the Owners herein all that piece or parcel of land bearing Cadastral Survey No. 1218 of Lower Parel Division admeasuring 3043.52 sq. mtrs. lying being and situate at S.K Bole Road, Agar Bazar, Dadar, Mumbai 400 028, together with buildings

and structures standing thereon known as "Laxmi Baug" and more particularly described in the Schedule thereunder written which corresponds to the property described in the First Schedule hereunder written at the price and on the terms and conditions therein contained;

- (B) The Owners herein have become seized and possessed of or otherwise well and sufficiently entitled to the said property, more particularly described in the First Schedule hereunder written.
- (C) The buildings in the said property being in the exclusive use and occupation of various Tenants/Occupants, the Owners herein have arrived at arrangement with the said Tenants/Occupants who have granted their consent to the redevelopment as required by MHADA in terms of Development Control Regulation. The tenants have already vacated and/or entered into Agreement with Owners for alternate accommodation and/or settled by the Owners.
- (D) The Owners have obtained NOC from Mumbai Building Repairs and Reconstruction Board (MBRRB) bearing No. R/NOC/F-1486/ 5848 MBRRB-06 dated 1st November, 2006, revised NOC bearing No. R/NOC/F-1486/ 4388 MBRRB-11 dated 29th August, 2011 and revised NOC Bearing No. R/NOC/F-1486/4194 MBRRB-16 dated 11th May 2016 and revised NOC bearing No. R/NOC/F-1486/4948/MBRRB-20 dated 24th November, 2020 and revalidated from time to time and propose to construct two multi-storied buildings and have also obtained from the Municipal Corporation of Greater Mumbai sanction of lay-out and building plans for Building and commenced the construction in a phased manner. The Owners have obtained IOD

and Commencement Certificate for the rehabilitation as well as sale building. The IOD has been amended from time to time. The Owners having obtained the said requisite sanctions from the Concerned Authorities, which are subject to further amendment/variations. The Owners have vacated the occupants from the said property and have commenced construction of a new multi storeyed building/s in accordance with the sanctioned building plans and permissions, along with a building to reaccommodate the tenants.

- (E) The Owners subsequently have changed name of the Company from M/s. Sumer Builders Private Limited to M/s. Firstlight Properties Pvt. Ltd. and fresh certificate of incorporation came to be issued by the Registrar of Companies on 20th January, 2020.
- (F) The Flat Purchaser has applied to the Owners for allotment to the Flat in the Building to be known as "**EON ONE**" to be constructed on the said property described in the First Schedule hereunder written;
- (G) Accordingly, the Owners herein have allotted to the Flat Purchaser, a Flat bearing No. _____ on the _____ floor of the building to be known as "**EON ONE**" on the said property described in the First Schedule hereunder written;
- (H) The Flat Purchaser has taken inspection of the aforesaid Conveyance, MHADA NOC, Intimation of Disapproval and Commencement Certificate and various amended plans issued by the Municipal Corporation of Greater Mumbai and in token thereof, has executed the present Agreement;
- (I) A copy of the Certificate of title issued by **Markand Gandhi & Co.,** Advocates and Solicitors dated 6th January 2005 and **Mahendra P.**

Bhatt, Advocates and Solicitors dated 28th November 2018 in respect of the property described in the First Schedule hereunder written is annexed hereto and marked **Annexure "A"**. The Flat Purchaser further confirms that the copy of the Title Certificate annexed hereto is the True Copy of the Original Certificate inspected by the Flat Purchaser. The Flat Purchaser accepts the said Title Certificate and agrees not to raise any further or other requisitions or objections to the title of the said Owners to the said property. A copy of the Property Register Card in respect of the said property described in the First Schedule hereunder written reflecting the Owners as holder of the said property is annexed as **Annexure "B "** hereto;

(J) The Flat Purchaser in view of the said allotment has requested the Owners herein to enter into this Agreement agreeing to sell the said Flat No. _____ on the _____ floor, of the building to be known as **"EON ONE"** hereafter referred to as **"the premises"** at the price and on the terms and conditions hereinafter contained;

(K) Prior to the execution of these presents the Flat Purchaser has paid to the Owners herein, a sum of Rs. _____/- (Rupees

only) as an advance money or an Earnest Money or deposit (the payment and receipt whereof the Owners doth hereby admit and acknowledge) along with the amount payable as Service Tax, GST and Value Added Tax (VAT) as applicable thereon towards the sale price of the Flat agreed to be sold to the Flat Purchaser and the Flat Purchaser has agreed to pay to the Owners balance of the Sale price in the manner hereinafter appearing;

- (L) The Owners have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (RERA) with the Maharashtra Real Estate Regulatory Authority, bearing registration no. P51900011726.
- (M) Under the provision of Section 4 of the Maharashtra Ownership Flat Act, 1963 as well as under Section 13 of RERA, the Owners are required to execute a written Agreement for sale of said Flat with the Flat Holder, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (N) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties hereto, the OWNERS hereby agrees to sell and the FLAT PURCHASER hereby agrees to purchase the Flat alongwith the garage/covered parking (if applicable) and hereinafter referred to as 'the premises'.

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

- 1.** The Owners shall, under the normal conditions and subject to the availability of the required building materials construct and complete the said building/s as per the said plans, designs, and specifications seen and approved by the said Flat Purchaser with such variations and modifications as the Owners may consider necessary or may be required by any public authority to be made in them. So long as the area of the said premises (agreed to be allotted to the Flat Purchaser by the Owners) is not altered, the Owners shall be at liberty (and are hereby permitted) to make

variations in the layout/elevations of the property and/or of the building including relocating the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the said building as the exigencies of the situation and the circumstances of the case may require. The Flat Purchaser hereby expressly consents to such variations and amendments as if the said variations and amendments had been incorporated in the approved plans and the consent hereby granted shall be deemed to be granted under the provisions of Section 7 of the Maharashtra Ownership Flats Act, 1963 and the provisions of section 14 of Real Estate (Regulation and Development) Act, 2016 and Rules as may have been and may be notified from time to time by the State Government. The Flat Purchaser agrees to execute such further consents if and when required by the Owners and/or the Planning Authority for recording the Flat Purchaser consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Flat Purchaser remain unchanged save and except to the extent of + or - 3% of the agreed area.

- 2.** The Flat Purchaser hereby agrees to purchase from the Owners and the Owners hereby agree to sell to the Flat Purchaser, premises bearing Flat/Shop No. _____ on the ____ Floor of RERA carpet area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. and enclosed / dry balcony admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. and Deck area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. aggregating total area

_____ sq. mtrs. equivalent to _____ sq. ft. as per approved plans as shown in the plan thereof, copy whereof together with Intimation of Disapproval and the Commencement Certificate issued by Municipal Corporation of Greater Mumbai is hereto annexed and marked respectively as Annexure "C" "C-1" and "C-2" of the said Building to be known as "EON ONE" to be constructed on the property described in the First Schedule hereunder written alongwith parking/s in _____ podium/basement (hereinafter referred to as "the said premises") for the aggregate price of Rs. _____/- (Rupees

_____ only) including Rs.----- (Rupees NIL) being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Second Schedule hereunder written.

- 3.** The Flat Purchaser hereby agrees to pay to the Owners, the amount of the purchase price of Rs. _____/- (Rupees

_____ only) in the following manner:

(a) By paying Rs. _____/- (Rupees _____ only)

as Earnest Money or Deposit on or before the execution of this Agreement;

(b) (i) Rs. _____/- (Rupees _____

only) within 7 days of completion of construction of the plinth of the said Building;

(ii) Rs. _____/- (Rupees _____)

only) to be paid in ___ equal installments, on casting of each of the slabs of the said building in which the said premises is situated within 7 days from the date of intimation about the casting;

(iii) Rs. _____/- (Rupees _____)

only) within 7 days from the date of the completion of brick work of the said premises;

(iv) Rs. _____/- (Rupees _____)

only) to be paid within 7 days from the date of intimation about the completion of the internal plastering;

(v) Rs. _____/- (Rupees _____)

only) to be paid within 7 days from the date of intimation about the completion of the external plastering;

(vi) Rs. _____/- (Rupees _____)

only) to be paid within 7 days from the date of intimation about the completion of the flooring work of the said premises;

(vii) Rs. _____/- (Rupees _____)

only) to be paid within 7 days from the date of intimation about the completion of the plumbing work of the said premises;

(viii) Rs. _____/- (Rupees _____)

only) to be paid within 7 days from the date of intimation about the completion of the electrical work of the of the said premises;

(c) Rs. _____/- (Rupees _____)

only) being the balance purchase price within 7 days from the date on which the Owners give to the Flat Purchasers, a written intimation that the said premises are ready for occupation irrespective as to whether the Flat Purchaser takes possession thereof or not. The time for each of the aforesaid payments as well as other payments to be made by the Flat Purchaser to the Owners shall be the essence of the contract. The Owners though not bound to forward to the Flat Purchaser the intimation of the Owners having carried out the aforesaid work at the address given by the Flat Purchaser under this Agreement and the Flat Purchaser will be bound to pay the amount of installments within eight days of Owners dispatching such intimation by Courier or Ordinary Post at the address of Flat Purchaser as given in these presents. The Owners has represented that the installments paid by the Flat Purchaser shall be deposited in an account specified for the said development project and shall be utilized in accordance with the guidelines and provisions of the Real Estate (Regulation and Development Act, 2016) and the Rules formed thereunder;

The list of specification and amenities to be provided in the premises agreed to be purchased by the Flat Purchaser is described in the Third Schedule hereunder written.

(d) The Owners hereby represents that the First Schedule Property has been secured/charged in favour of Beacon Trusteeship Limited (“Debenture Trustee”) per the terms of a Debenture Trust Deed dated 21st June 2022 (“Debenture Trust Deed”) executed, inter alios, between the Owners and Debenture Trustee in relation with the Issuance of senior, secured, redeemable non-convertible debentures by Firstlight Properties Private Limited. The Owners have created registered English Mortgage in favour of Debenture Trustee by depositing all title deeds in respect of the entire First Schedule Property in terms of the Debenture Trust Deed. The transfer of any interest in the Third Schedule Property in favour of the Flat Purchaser shall be made only upon a no-objection certificate having been duly issued by the Debenture Trustee.

(e) All payments to be made by the Flat Purchaser under this clause and other clauses as set out in this Agreement for Sale shall be made only to the Escrow Account as set out below:

Account Name	Firstlight Properties Pvt Ltd Eon One Master Collection Escrow Account
Account Number	57500000974291
Bank Name	HDFC BANK LTD
IFSC	HDFC0000001
Branch	TULSIANI CHMBRS - NARIMAN PT

(f) The Owners has allowed a rebate on the purchase consideration as well as for early and timely payments of the

installments payable by the Purchaser/s Allottee/s including by taking into account the benefit of GST input credit passed on by the Developer to the Purchaser which has been factored into while arriving at the purchase price and accordingly the payments under Clause 3 herein have been worked out by the Parties hereto. The Purchaser in view thereof agrees not to make any claim for any benefit for input credit availed off by the Owners in regard to the GST paid by the Purchaser nor to seek any further rebate or concessions on the purchase consideration and to make timely payments of the due installments.

4. The Owners hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Flat Purchaser, obtain from the concerned local authority, Occupation Certificates in respect of the said premises.

5. The Flat Purchaser confirms that the installments payable by the Flat Purchaser and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Flat Purchaser to the Owners is the essence of the contract. If the Flat Purchaser delays or defaults in making payment of any of the installments or amounts, the Owners taking into account the concessions granted while arriving at the purchase price shall be

entitled to interest at the rate of 18% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Owners without prejudice, to their other rights in law and under these presents. It is further agreed that on the Flat Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Owners shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Owners after giving the Flat Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Owners intend to terminate the Agreement and if the Flat Purchaser continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Owners the Agreement shall stand ipso facto terminated without any further notice. It is further agreed that upon termination of this Agreement as stated herein the Owners shall refund to the Flat Purchaser the installments of the said price which the Flat Purchaser may till then have paid to the Owners less a sum of 20% of the total price of the Flat which amount shall stand forfeited without the Owners being liable to pay to the Flat Purchaser any interest on the amount so refunded. Upon

termination of this Agreement, the Owners shall be at liberty to dispose off and sell the said premises to such person or persons of such price and on such conditions as the Owners may desire and think fit in their absolute discretion and the Flat Purchaser shall have no right in that behalf. The Flat Purchaser agrees that the Owners are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates. The Flat Purchaser further agrees that the Owners will be liable to refund the amounts as hereinabove stipulated on termination of the Agreement only after Owners sells the said flat/premises and at a price not below the price agreed to be sold to the Flat Purchaser. In the event of the Premises/Flat being sold at a price below the purchase price agreed with the Flat Purchaser herein then in such event the shortfall will be made good by the Flat Purchaser and the Owners will be liable to refund only such balance amounts after taking into account the shortfall and the 20% forfeiture amount and to which the Flat Purchaser agrees as evident from the execution hereof. The Flat Purchaser after consulting his legal advisors has agreed to the specific agreed terms relating to termination of this Agreement taking into account the fact that the Owners has granted considerable rebate and discount while agreeing upon the purchase consideration as well as the installment of payment as stipulated under clause 3 above.

- 6.** (a) It is expressly agreed that the possession of the said premises will be handed over by the Owners to the Flat Purchaser by _____ provided the Owners have received the full purchase price of the said premises and other amounts payable by the Flat Purchaser to the Owners under these presents and provided the construction by the Owners is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War force majeure, strike/ lockout/ layoffs of the labour of the Owners or of the manufacturers/ suppliers of building materials or other natural calamity or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Owners and there is no delay in issue of occupation certificate and/or Building completion Certificate by the Mumbai Municipal Corporation and/or Planning Authority and for such other similar reasons and/or circumstances beyond the control of the Owners. In the event of there being delay in completion of construction and handing over possession on account of reasons beyond the control of the Owners, the Owners will not be held responsible for the same and the Flat Purchaser shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Owners.

(b) If the Owners are unable to give possession of the said premises by the dates stipulated hereinabove then the Owners agree that they shall be liable on demand by the Flat Purchaser to refund to the Flat Purchaser the amounts already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date of Owners having received the sum till the dates the amounts and interest thereon is repaid by the Owners to the Flat Purchasers. It is agreed that upon demand for refund of the said amount together with interest as stated hereinabove the Flat Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Owners or against the said premises or against the said property in any manner whatsoever and the Owners shall be entitled to deal with and dispose off the said premises to any person or party as the Owners may desire at their absolute discretion;

(c) The Flat Purchaser shall pay such escalation as may be levied by the Owners/Builders/Developers in the event of the cost of construction standing enhanced by 10% or more or any account of any premium, additional premium and/or development charges being levied by the Planning Authority. In the event of the Flat Purchaser failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.

7. (a) The Flat Purchaser shall take possession of the premises within 7 days of the Owners giving written notice to the Flat Purchaser intimating that the said premises are ready for use

and occupation. Upon the possession of the said premises being delivered to the Flat Purchaser, he/she shall be entitled to the use and occupation of the said premises. Upon the Flat Purchaser taking possession of the said premises he/she shall have no claim against the Owners in respect of any item of work in the said premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Flat Purchaser against the Owners shall be deemed to have been waived and/or given up by the Flat Purchaser.

(b) The Owners shall confirm the final carpet area that has been allotted to the Flat Purchaser after the construction of the 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owners in the event of any change in the carpet area. If there is any reduction in the carpet area within the defined limit then Owners shall refund the excess money if paid by Flat Purchaser within forty-five days. If there is any increase in the carpet area allotted to Flat Purchaser, the Flat Purchaser will on demand pay the excess money in respect of the additional area to the Owners.

- 8.** (a) Commencing a week after notice is given by the Owners to the Flat Purchaser that the premises are ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and

building namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Owners for the maintenance of the Building, Common Areas and Club House. Until the Society is formed and the said land and building transferred to it, the Flat Purchaser shall pay to the Owners such proportionate share of outgoings as may be determined by the Owners. The Flat Purchaser further agree that till the Flat Holder's share is so determined the Flat Purchaser shall pay to the Owners provisional monthly contribution of Rs. _____/- per month towards the outgoings. The Flat Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Flat Purchaser will deposit with the Owners 12 months advance outgoings on the basis of the tentative outgoings amounts as would be conveyed to the Flat Purchaser by the Owners. The Flat Purchaser and/or their proposed Society will not require the Owners to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the

Owners. The Owners will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.

(b) The Owners have proposed to provide in the Sale Building a equipped Club House including a Swimming Pool and in respect whereof the Flat Purchaser shall be required to pay to the Owners a sum of Rs. 5,00,000/- (Rupees Five Lakhs) as an non refundable Club Membership/Admission Fee at the time of being placed in possession of the said Premises which amount will be appropriated by the Owners in reimbursement of the costs and expenses, incurred in relating to the Club House without any obligation to furnish any accounts in regard thereto. The Flat Purchaser shall also at the time of taking possession of the said premises pay a further sum of Rs. 5,00,000/- (Rupees Five Lakhs) which shall be handed over by the Owners to the Society at the time of handing over management of the said property to the Society of Flat Purchasers to be retained and utilized as corpus amount for defraying or subsidies future maintenance cost relating to club house and swimming pool. The Flat Purchaser is also put to notice and is aware and accepts that the Club House/Swimming Pool shall be completed and provided by the Owners only after the Sale Building is completed in all respects and it is only thereafter that the Flat Purchaser will be entitled to avail the benefit thereof. Besides the said amount the Flat Purchaser will also be required to pay the annual

maintenance subscription as may be charged by the Owners or the FMC for maintaining the said Club House. The Flat Purchaser may also every five years be required to make a payment of such sum as may be decided by the Society of Flat Purchasers for refurbishing of the Club House and Swimming Pool. The Flat Purchaser agrees to abide with the decision of the Society in the matter relating to payment of any further sum for refurbishing of the Club House. Upon making full payment of all amounts due under this Agreement and completion of all the Sale Building, the Flat Purchaser/s shall be entitled to use the facilities of the "CLUB HOUSE" including Swimming Pool, which is proposed to be constructed on a portion of the said Property under the control of FMC or any other person nominated by the Owners. The membership shall be permitted to the individual Purchaser/s of the Premises only on payment of fees as decided by the Owners/ FMC from time to time. Similarly, charges for any guests shall be determined by the Owners and/or the Society (once management is entrusted to it) / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Owners/Society (once management is entrusted to it) and the operator(s) of "the CLUB HOUSE". The Flat Purchaser/s undertakes to be bound by the rules framed by the Owners/ FMC with regard to the Club House in the Property and the Flat Purchaser/s hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club House including swimming pool shall be

personal to the Purchaser/s of the Premises in the Sale Building and shall not be transferable in any manner to any third person or party whatsoever, save and except stated hereinafter. The Flat Purchaser/s shall be obliged to pay the charges, if any, levied by the FMC/operator of the Club for general maintenance and specific service(s) availed of by the Flat Purchaser/s. It is clarified that certain facilities in the Club House shall have usage charges in addition to the said club membership charges and same shall be payable by the Flat Purchaser, as specified by the Owners/FMC, along with applicable taxes, if any. On the sale and transfer of the Flat by the Flat Purchaser the Incoming Purchaser/Transferee shall be entitled to the membership of the Club in place of the Flat Purchaser subject to transfer charges if any as may be then payable to the Owners or the Society of Flat Holders after the management being transferred to the Society. The Flat Purchaser/s is also aware and agrees that the Club may be not be ready for use and operational for a period upto 12 (Twelve) months after Date of Offer of Possession or until all the Sale Building is complete in all respects and will not arise any objection or grievance in that regard.

(c) The Flat Purchaser is aware that the Sale Building and the common areas and amenities in the Sale Building/Property as also the Club House and a swimming pool to be provided, shall be maintained and managed by the Owners/a Facility Management Company (FMC) appointed by the Owners for a period of two years in accordance with the contract provisions of

the FMC and the Society and/or the Flat Purchaser notwithstanding the Society being entrusted with the management of the Sale Building will till the end of the terms of appointment of the said Agency honour and abide with the contract made by Owners with the FMC and thereafter, as may be mutually decided by the Owners and the Ultimate Organization/Society either continue with the same and/or appoint such other Facility Management Agency as may be agreed upon. The Flat Purchaser alongwith the other Purchaser/s of the Premises shall be bound to avail of the services provided or arranged by or through the Owners/ FMC at a cost or charges that may be fixed by the FMC and will not be entitled to seek any rebate in any charges, maintenance etc. on account of not availing the Club House facilities. All common costs, charges and expenses that may be claimed by the Owners / FMC shall be to the account of and borne by the Flat Purchaser of the Premises in the Sale Building. These common costs shall be shared by all such Flat Purchaser/s on pro-rata basis determined by the Owners and/or FMC, which determination shall be binding on the Flat Purchaser/s. Notwithstanding the initial appointment of the FMC being the Owners, the Owners shall not be liable or responsible for any deficiency in services provided by the FMC.

- 9.** The Flat Purchaser agree and bind themselves on or before the delivery of the possession of the said premises, to pay to the Owners the following amount:

(1) Rs.25,000/- for legal charges;

- (2) Rs.601/- for share money, application entrance fees of the society;
- (3) Rs.15,000/- for formation and registration of the society;
- (4) Rs._____/ - being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance, charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, Club House maintenance and FMC charges etc.;
- (5) The Flat Purchaser agree to pay to the Owners a sum of Rs._____/ - (Rupees _____ Only) on account and towards the amount of the deposit payable to the Mumbai Municipal Corporation as Water Meter Deposit and amount payable to the B.E.S.T. for the Electric Meter to be installed on the said Flat/Terrace or covered parking space of the Flat Purchaser.
- (6) Rs.5,00,000/- (Rupees Five Lakhs) towards Non-Refundable Club House Membership Fee.
- (7) Rs. 5,00,000/- (Rupees Five Lakhs) as a corpus for Club House maintenance.
- (8) Rs._____/ - (Rupees _____ Only) towards development charges and premiums levied by the Planning Authorities in the course of grant of development permissions.
- (9) Rs.5,00,000/- (Rupees Five Lakhs Only) as a building maintenance deposit which will be transferred by the Owners to the Society at the time of entrusting management of the new building to the Society.

The Owners shall utilize the sum of Rs._____/ - (Rupees _____ Only) paid by the Flat Purchaser to the Owners under Sub-Clause (1) and (3) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the

Advocates of the Owners in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The Owners will also appropriate for themselves absolutely the Club House membership charges under (6) and development charges under (8) above and will handover the amounts under (7) and (9) above to the Society of the Flat Purchasers at the time of handing over charge of the building to the Society. The aforesaid deposit/payments shall not carry any interest. The Flat Purchaser shall not ask for any refund or any account of the said amounts from the Owners. The amounts so paid by the Flat Purchaser to the Owners under (7), (9) herein shall not carry any interest and remain with the Owners until a Deed of Conveyance/ Lease is executed in favour of the Society as aforesaid. The amounts paid under 9 (4), (5), (6) and (8) above will stand appropriated absolutely by Owners without being required to account for the same in any manner whatsoever. The Owners confirms that the maintenance and outgoings to be paid by the Flat Purchaser will be calculated on the basis of the proportion of the carpet area of the said premises to the carpet area of the entire building.

- 10.** The Flat Purchaser shall not store in the said premises any goods which are hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the Building or are objected to by the concerned local or other authorities, and shall not carry or cause to be carried heavy

packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Building including entrances of the premises and the Flat Purchaser shall be liable for the consequences of breach of this clause.

11. The Owners hereby represents to the Flat Purchaser as follows:

(A) i) In terms of and as set out in the title report annexed to this agreement the Owners are well and sufficiently entitled to carry out development upon the said land and also has actual physical and legal possession of the said land.

ii) The Owners have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations;

iii) There are no encumbrances upon the said land save and except those as may be disclosed in the title report;

iv) There are no litigations pending before any Court of law with respect to the said land which restrain the development of the property or the making of this Agreement save and except those disclosed in the tile report;

v) All approvals, licenses and permits issued by the competent authorities with respect to the said building/wing under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said land and said building/wing and the further buildings is to be constructed

shall be obtained from the Planning Authority in accordance with law;

vi) The Owners has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser created herein, may prejudicially be affected;

vii) The Owners has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land and the said premises which will, in any manner, affect the rights of Purchaser under this Agreement;

viii) The Owners has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the offering of possession of the new premises to the Flat Holder;

ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owners in respect of the said land except those disclosed in the title report.

(B) The Flat Purchaser have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Owners to the said land described in the First Schedule hereunder written and have absolutely accepted the same.

(C) The Flat Purchaser have also prior hereto satisfied themselves of the F.S.I. available and presently consumed on the said

land described in the Schedule hereunder written, having inspected the sanctioned building plans. The Flat Purchasers are informed and are aware that the Owners will be utilizing further FSI as would be available and sanctioned by the Planning Authority from time to time under various provisions of the Development Control Rules and not limited to DCRs 33(7), 33(9), 33(10), 33(14), 33(15) etc. as may be modified and amended from time to time and the Flat Purchaser aware of the same and as disclosed in the manner herein contained records that he/she/it/they have no grievance in respect thereof of any notice whatsoever.

- 12.** The Flat Purchaser shall from the date of possession, maintain the said premises at his/her own costs in good and tenable repairs and shall not do or suffer to be done anything in or to the said premises the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality, B.E.S.T. or legal bodies or any other authority nor shall the Flat Holders change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Purchasers shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Owners as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Flat Purchasers.
- 13.** The Owners shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and

mortgage the same provided it does not in any way affect or prejudice the area of the Flat Purchasers in respect of the said premises and provided the mortgage if averted is released to the extent of the Flat Purchasers premises. The Owners shall not hereafter mortgage or create any charge on the said premises agreed to be acquired by the Flat Purchaser.

- 14.** The Flat Purchasers shall permit the Owners and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flat Purchasers shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Owners to the Flat Purchaser. The Flat Purchaser shall also permit the Owners and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.
- 15.** It is clearly understood and agreed by and between the parties hereto that the Owners shall have the unqualified and unfettered

right to sell on ownership basis to any one of their choice the terrace above the top floor of the said building which has been attached to the top floor of the building by an internal staircase and forms part of the top floor flat subject to the necessary means of access to be permitted so as to reach the water tanks of the building. The Flat Purchaser of such terrace shall be entitled to make use of the same for all legitimate purposes whatsoever.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space if any, in front of or adjacent to any of the Flats of the said Building to be known as **"EON ONE"** shall belong exclusively to such Flat Purchaser and such terrace spaces are intended for the exclusive use of the said terrace Flat Purchaser.

- 16.** The Flat Purchaser after receipt of possession of their premises shall permit the Owners and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and premises or any part thereof to view and examine the state and condition thereof.
- 17.** The Owners shall have first lien and charge on the said premises agreed to be acquired by the Flat Purchaser in respect of any amount payable by the Flat Purchasers under the terms and conditions of this Agreement.
- 18.** If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal

Corporation for Greater Mumbai or any other public Body or authority or T.D.R. F.S.I. is permitted to be consumed on the said property and as a result thereof the Owners become entitled to avail of the said increase and construct additional floors, and/or additional structures on the said property or if otherwise the Owners become entitled to construct additional floors, areas, or additional structures on the said property by paying of premium or otherwise howsoever the Owners shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Flat Purchaser thereof even if the Conveyance or Lease has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other premises shall have right to and that they shall also be admitted as the members of such a Co-operative Society that may be formed of all the Purchasers of other premises in the said building and/or on the said property.

- 19.** (a) The Flat Purchaser hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Owners from time to time for availing of the benefit of construction of the additional floors/area and/or structures as per the rules and regulations of the local authority;
- (b) The Flat Purchaser shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Owners and/or the society may require for safeguarding the interest of the Owners and/or the Flat

Purchaser and the other purchasers of the said premises in the said building.

- 20.** The BEST Undertaking or TATA Power Limited or ADANI POWER or any other local body or authority requires a sub- station to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the purchasers of the premises in the said building including the Flat Purchaser herein in proportion with the area of their respective premises.
- 21.** The Flat Purchaser hereby agree and bind themselves to pay to the Owners or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the Society Office Charges, Garden, Cable Charges, Club House Maintenance FMC charges development charges and similar other disbursements as and when demanded by the Owners and the same shall be paid by all the Owners of the flats/terraces/open or covered parking spaces.
- 22.** (a) The Flat Purchaser hereby agrees and binds himself to pay to the Owners or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electricity meter deposit, water meter charges, Gas Meter deposits and similar other deposits/disbursements as and when demanded by the Owners and the same shall be borne and paid by all the Purchasers of premises in the building in proportion to the area of respective flats/ terraces/ open or covered parking spaces;

(b) The Flat Purchaser agree to pay to the Owners within 7 days on demand the Flat Holder's SHARE of such deposit;

(c) The Flat Purchaser agree to pay the development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or buildings along with all the purchasers of flats/premises/shop in the Building in proportion to the floor area of their respective premises.

(d) Any default in making payment of the amounts due under (a) to (c) above will be deemed to be a default and breach of this Agreement on the part of the Flat Purchaser and will result in the termination of this Agreement and forfeiture of the moneys paid under these presents.

23. The Owners or any person or persons nominated by the Owners or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Owners or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Flat Purchaser hereby consents to the same. The Owners and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said premises

including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Owners and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Flat Purchaser in the said building shall be subject to the aforesaid rights of the Owners or their nominee or nominees or assignees and the Flat Purchaser shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the Owners shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Flat Purchaser or the Society, shall be entitled to charge the Owners and/or its nominee or assignees any amount by way of maintenance or otherwise in

respect of the rights and benefits conferred upon them by this clause.

- 24.** The Owners hereby declare that they are presently constructing the proposed building as per the floor space index available in respect of the said property and if, however, there is any increase in floor space index available in respect of the said property or in the event of the Owners proposing to avail of any additional FSI as may be permitted to be consumed by availing of any other provisions of the Development Control Regulation, the Owners alone shall be entitled to utilize such additional floor space index by constructing additional floor/s on the said building as may be approved by the local authority or Government of Maharashtra or other competent authority. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Owners even after the registration of the society as well as the transfer of the said property and building and the Owners will be entitled to utilize the same by constructing on the said property. The Flat Purchaser/s agree/s and undertake/s to permit and give the Owners all facilities for making any additions, alterations or to put up any additional structures or floors, on the said property even after the said society or limited company is formed and registered to enable the entire FSI and or other benefit being utilised by the Owner on the said property. The Flat Purchaser will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.

25. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(a) The Owners are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Entire Property.

(b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Owners and neither the Flat Purchaser/s herein, nor the Organization of Flat Holders shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

(c) The Owners, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Owners may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Owners shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and

above such additional floors and/ or extension or such other place/s as the Owners may deem fit and proper. In the event of separate Buildings to be constructed in the property the Owners shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and the Flat Purchaser does hereby irrevocably authorize the Owners in that regard and agrees not object to any modification and amendments to the layout plans as may be required by Owners to consume the additional FSI/TDR on the said property.

(d) All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Owners, and neither the Flat Purchaser/s herein, nor the Common Organization of Flat Holders shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Owners shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Purchaser/s nor the Common Organization shall raise any dispute or objection thereto and the Flat Purchaser/s hereby grants his/her/their irrevocable consent to the same;

(f) The Common Organization of Flat Holders shall admit as its members all Purchaser/s's of such new and additional units/premises/ tenements whenever constructed on the said building.

(i) The Owners shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Purchaser/s or person entitled to any area or areas in any building(s) which may be constructed by the Owners on the said property or any other adjoining property or properties to the said property or to any other person as the Owner may desire or deem fit.

26. It is further agreed by the Purchaser/s that they shall not at any time either at the time of carrying out the interior works or

otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage in side of the said Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct under any circumstances and breach of the same will result in termination of this Agreement. The Flat Purchasers shall only cover the windows with safety grills in the manner, specification and design as suggested by the Owners and as per the sample already placed on the site. The Flat Purchaser will not make any changes in the common areas of the Building and any such act will constitute a breach of this Agreement.

- 27.** The Flat Purchaser shall at his own costs carry out all internal repairs of the said premises and maintain it in the same condition, state and order in which it was delivered to the Flat Purchaser and shall not do or suffer to be done anything in or to the said premises including changing any of the plumbing and electrical fittings, connections which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Flat Purchaser shall be responsible to the concerned Local Authorities and/or the other

public authorities for anything so done in connection with the said Building and/or the said premises and shall be liable for the consequences thereof.

28. The Flat Purchaser shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said premises are situated or cause any increased premium to be payable in respect thereof. The Flat Purchaser shall not decorate the exterior of his/her/its/their flat/parking space otherwise than in the manner agreed to with the Owners or in the manner as far as may be in which the same was previously decorated.

29. The Flat Purchaser shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be thrown in any portion of the Building or the compound in which the said premises are situated.

30. (a) 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 plot and building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, temple etc. will remain the property of the Owners. It is agreed that the Flat Holder will have no objection if the Owners decide to allot any portion under the stilt to the persons not being the Purchasers of the premises in the said

building. The Flat Purchaser and the Proposed Society shall admit the said Owners as their nominal members. The Flat Purchaser will not take any objection if the Prospective Owners enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;

(b) The Owners shall be entitled to further amalgamate the property described in the First Schedule hereunder written with any other adjoining properties if they so desire and arrive at a further comprehensive redevelopment scheme reserving suitable rights of access to and from any other adjoining properties as may be acquired by the Owners and have no objection for flat holder or tenant of other properties become member of Society;

(c) Nothing contained in these presents shall be construed to confer upon the Flat Purchaser any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Conveyance or Lease hereinafter mentioned in favor of the co-operative Society of the Purchaser/Flat Holder/s of the premises in the building as hereinafter stated;

(d) The parking space if reserved for the Flat Purchaser will be subject to the rules and regulations as may be framed by the Co-operative Society of Flat Purchaser and the Flat Purchaser will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative society of Flat Holders.

(e) The Flat Purchaser/s is also aware that the Owners have already allotted to some other Flat Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas shown in the plan hereto. A list of such exclusive rights which has already been given to the Flat Purchaser/s and the Flat Purchaser/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said premises the same being an amenity and the same shall not be transferred by the Flat Purchaser/s otherwise than with the transfer of the said premises or to such other member or holder of premises in the sale building which thereupon will be treated as an amenity attached to the Transferee's premises. The Flat Purchaser/s agrees and undertakes to

support any further exclusive rights to park that may be created by the Owners herein in favour of the Purchaser/s of Flats which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Flat Purchaser/s is aware that specifically relying on the aforesaid assurances and undertakings, the Flat Purchaser/s is specifically granted exclusive rights to park as and by way of an additional amenity as stated herein. The Agreement shall be treated as an irrevocable consent to the Owners granting such exclusive rights to flat purchasers. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Flat Purchaser/s and the Flat Purchaser/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

- 31.** The Flat Purchaser agrees not to transfer, assign, or part with his/her interest in the said premises until the payment of the entire purchase consideration hereunder and after obtaining the prior written consent of the Owners.
- 32.** The Flat Purchaser and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall

from time to time sign all applications, papers and documents and do all acts, deeds and things as the Owners and/or the Co-operative Society as the case may be, require for safeguarding the interests of the Owners and/or of the other purchasers of the premises in the building, in keeping with the provisions of the Agreements.

- 33.** The Flat Purchaser and the persons to whom the said premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai and the local authorities and of the Government and other public Bodies. The Flat Purchaser and the person to whom the said premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.

- 34.** (a) The Flat Purchaser hereby agree and undertake to become and be a member of the Co- operative Society or Association to be formed in the manner herein appearing and also from time to time to sign and execute the application for registration and for membership and other papers and documents necessary for the formation, and the Registration of the Co-operative Society and for becoming a member including the bye-laws of the proposed Co-operative Society within 4 (four) days of the same being forwarded by the Owners to the Flat Purchaser and no objection shall be taken by the Flat Purchaser, if any changes or alterations or amendments or modifications are made in the draft bye-laws as may be required by the Registrar of the Co-operative Societies or any other Competent Authority or by the Owners. The Flat Purchaser shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time for safeguarding the interest of the Owners and/or the other Flat Holders of the said other premises in the said Building or in the said compound;
- (b) No objection shall be taken by the Flat Purchaser, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative societies or any other Competent Authority;
- (c) That the Building shall be known as ' EON ONE' and the Society shall always be known as "**EON ONE Co-operative Housing Society Ltd.**" if so approved by Registrar of Co-

operative Societies or such other name as may be approved by the Owners and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name and the name of the Building shall not be changed without the written permission of the Owners;

35. The Flat Purchaser hereby covenants that from the date of possession he/she shall keep the said premises the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to him/her in good condition and tenantable repair and conditions and protect the parts of the building other than his/her/its/their premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Electric Supply Company and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

36. The Flat Purchaser along with the other Flat Holders who take or have taken the other premises in the said building being constructed by the Owners in the said property described in the First Schedule hereunder written shall become member of a Co-operative Society to be incorporated or formed by the Owners as the case may be and on the Deed of Lease/conveyance or such other Assurance being executed, the rights of the said Flat Holder will be recognized and regulated, by the provisions of the said Co-operative Society and the rules and regulations formed by the said Society, but subject to the terms of this Agreement.

The Flat Purchaser is fully aware that a rehabilitation building and a proposed school is under construction in the said property and it shall be the Owners discretion to either convey the entire property to the Society of the Sale and Rehabilitation building and the school holder or to grant lease in perpetuity of separate segregated portion of the said property to each of the holders. It shall be the sole discretion of the Owners to decide the extent of the area out of the said property to be leased to each of the holders and the decision of the Owners in that respect will be binding on the Flat Purchasers. The Flat Purchaser is aware that once more than 51% of Flat/premises in the sale buildings are sold and the entire consideration in respect thereof received by the Owners, the Flat Purchaser will be required to subscribe to the Society and/or such other Association of Flat Holders as may be proposed to be formed and for the said purpose will fully cooperate with the Owners and execute all forms, declarations, applications and documents as may be required in the matter.

- 37.** On the completion of all the sale buildings and other structure and the entire development of the property described in the First Schedule hereunder written including with that of any other adjoining properties as may have been amalgamated and merged with the said property and on receipt of by the Owners of the full payment of all the amounts due to them by all the Flat Purchaser of the said premises in the said Building and other structures (if permitted) and after the receipt of the Occupation Certificate of all the Sale Buildings the Flat Holders shall co-

operate with the Owners in forming and registering a Co-operative Housing Society (in the event of such Society or Association not till then having been termed) the rights of members of such Co-operative Society being subject to the rights of the Owners under this Agreement and the Deed of Conveyance/Lease or such other Assurance as may be decided by the Owners to be executed in pursuance thereof. When the Co-operative Society is registered and all the amount due and payable to the Owners are paid in full as aforesaid and the development of the entire property is completed in all respects including the issue of the Building Completion Certificate, the Owners shall within three months thereafter execute a Deed of Conveyance/Lease and other necessary assurances of the said building to be known as "**EON ONE** " with land appurtenant thereto and forming a part of the said entire property described in the First Schedule hereunder written in favor of the Co-operative Society it being agreed that such Deed of Conveyance/Lease and the other necessary assurances shall be in keeping with the terms and provisions of this Agreement. The Owners shall alone decide whether Deed of Lease or a Deed of Conveyance in respect of the said property or portion thereof being the building and appurtenant land will be executed in favour of the Co-operative Society and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Flat Purchasers and members of the Ultimate Body or Organization. In the event of there being

layout, the Owners may during the pendency of the entire development convey only the completed sale building to the Society if formed and after completion of all buildings may convey/lease the land to a Federation of Societies of all the sale buildings after seeking provision in respect of the rehabilitation buildings if any.

- 38.** In the event of the Co-operative Society being formed and registered before the sale and disposal by the Owners of all the premises in such building and in the compound, the powers and authority of the Co-operative society so formed or of the Flat Purchaser and the Flat Holders of the premises shall be subject to the overall authority and control of the Owners in respect of any of the matters concerning the said building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Owners shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Owners will be entitled to sell and dispose off such unsold flats and premises and appropriate the entire consideration in respect thereof. The Owners of the said unsold premises will also be entitled for membership of the Society on payment of the entrance fee and share subscription fee and the Society shall not be entitled to levy any premium or transfer charge while admitting the said Owners as members. The Society shall also not be entitled to seek any contribution from the Owners towards maintenance charges in respect of the unsold Flats and premises in the event of the Owners handing

over management of the Building to the Society prior to sale of all the premises and the Owners will be obliged only to pay Municipal Taxes and Assessments if levied in respect of such unsold flats and premises.

39. The Advocates and Solicitors of the Owners shall prepare and/or approve the Deed of Conveyance/Lease and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Conveyance/Lease and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said building on the said property in proportion to the area of their respective premises and/or by such Co-operative Society comprising of the Flat Holder as the members thereof.

40. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this agreement shall be borne and paid by Flat Purchaser alone and this Agreement shall be lodged for Registration by the Flat Purchaser within the time prescribed under law and the Owners will attend the Sub-Registry Office and admit the execution thereof after the Flat Purchaser informs them the date and Serial Number under which

it is lodged for registration. If the Flat Purchaser fail/s to lodge this Agreement for Registration within the time prescribed by law, the Owners shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever. The Flat Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Deed of Conveyance or Lease as the case may be. The Flat Purchaser will deposit with the Owners the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said premises;

(b) The Flat Purchaser hereby agree to pay on demand the Flat Holder's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Society on the Assignment or any other document or instrument of transfer in respect of the said land and buildings to be executed in favor of the Society.

41. In the event of the Society of Flat Holders being formed and registered before the Sale and disposal of by the Owners of all the flats, garages, parking spaces, shops in the said building, the power and authority of the Society shall be subject to the overall control and authority of the Owners in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Owners shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other

premises and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the Owners of the said unsold premises shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.

42. All letters, receipts and/or notices issued by the Owners dispatched under Certificate of Posting to the address known to them of the Flat Holder/s /Purchaser shall be sufficient proof of the receipt of the same by the Flat Holder/s /Purchaser and shall completely and effectually discharge the Owners. In the event of Joint Flat Holder or Purchaser the communication addressed to the Flat Purchaser whose name appears first shall for all intents and purposes be considered as properly sent the Flat Purchaser.

43. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or the Maharashtra Apartment Ownership Act, 1971 whichever may be adopted by the OWNERS and the provisions of the Real Estate (Regulation and Development Act, 2016) or any modification, amendments or re-enactments thereof for the time being in force any other provisions of laws applicable thereto.

44. Any delay tolerated or indulgence shown by the Owners in enforcing the terms and conditions of this Agreement or any forbearance or of giving of time to the Flat Purchasers by the Owners shall not be construed as waiver on the part of the

Owners of any breach of or non-observance or compliance of any of the terms and conditions of this Agreement by the Flat Holder/s nor shall the same in any manner prejudice the rights of the Owners.

- 45.** (i) Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including service tax/charges/G.S.T., V.A.T. etc. shall be payable by the Flat Holder/Purchaser/s alongwith payment of each installment and/or on demand and the Owners shall not be held liable or responsible in respect of non payment thereof. In the event of onus and responsibility being cast upon the Owners to pay any such service tax or service charge including as may be levied on the labour charges it shall be the obligation of the Flat Purchaser to pay the same to the Owners who shall thereafter pay the same to the Concerned Authority. The Flat Purchaser, agree to pay such VAT, Service Tax and/or G.S.T. as may be payable and levied by the Concerned Authorities. The Purchaser/s shall forthwith on demand pay to the Owners the amounts payable by the Purchaser/s in Order to enable the Owners to pay the same to the Concerned Authorities and any other or further amounts payable by the Purchaser/s and the Purchaser/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to

the Owners). Failure to pay to the Owners the Service Tax/ GST/VAT applicable shall be deemed to be a default in payment of amount due under this Agreement. The Purchaser/s hereby indemnifies and agrees to keep the Owners indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Owners on account of the Flat Purchaser/s failing to pay to the Owners on demand the amount payable by the Purchaser/s towards the said taxes as provided hereinabove.

(ii) In the event of the Flat Holder/Purchasers being required to deduct any TDS in respect of the payment of the Purchase consideration under this Agreement under the Income Tax Provisions as may be applicable, the Flat Holders/Purchaser on deduction will promptly pay the same in the Income Tax Treasury and will within 15 days therefrom furnish to the Owner/Developer the requisite Tax Deduction Certificate failing which the same will be treated as a breach of this Agreement and result in the consequences thereof.

- 46.** All prevailing costs, charges and expenses including stamp duty and registration Charges of this agreement shall be borne and paid by the purchaser/s/Flat Holder/s alone. The Flat Purchaser is an Investor as defined under Article-5 (g-a) (ii). In the event of assignment/transfer of the said flat within the stipulated period the Flat Purchaser as an Investor will be entitled to adjust the stamp duty as provided in the said article.

47. The Flat Purchaser hereby declare that he/she/it they has/have gone through alongwith his Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Flat Purchaser after being fully satisfied with the contents has entered into this agreement.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

All that piece and parcel of the land of Pension & Tax Tenure together with the buildings standing thereon and known as "Laxmi Baug", situate, lying and being at Old Prabhadevi Road, (S.K. Bhole Road), Agar Bazar, Mumbai 400 028 within the City, Island, Registration District and Sub-district of Bombay containing by admeasurement 3043.52 sq. mtrs. or thereabouts and registered in the Books of Collector of Land Revenue and under New Survey No. F.P. No.879 of Cadastral Survey No.1218 of Lower Parel Division and T.P.S. IV, Mahim Division and in the Books of the Assessor and Collector of Municipal Rates and Taxes under G/N Ward No. S.2758(2), 2758(3), 3(A), (4-4A), 2758(5), (6), (7), (8), (9), 37-37B, 39B, 35-35EA, 35, 35A, 35B, 35C & 223H Street Nos.29-29A and bounded as follows, that is to say on or towards the North by Prabhadevi Road, now known as S.K. Bole Marg, on or towards the South by F.P. No.878 and 881 T.P.S. IV, Mahim, on or towards the East by F.P. No.877, T.P.S. IV Mahim and on or towards the West by F.P. No.880, T.P.S. IV Mahim and Prabhadevi Road now known as S.K. Bole Marg.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Common and Limited Common Areas)

The nature, extent and description of the "Common areas and facilities" and of the "Limited Common Areas and Facilities" shall be as under:

(a) Common Areas and Facilities:

- (i) Entrance lobby and foyer of the Building to the Purchasers of Flats.
- (ii) Compound of the Building, i.e., the open space area (out of the said land described in the First Schedule hereunder written) appurtenant to the built-up area of the building; but excluding the car parking space in the compound irrevocably reserved and allotted/ to be allotted to the respective Flat Holder and Rehab Building and their P.G. etc.
- (iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Holders.
- (iv) Stair cases only as a means of ingress and egress to the respective flats.

(b) Limited Common Area and Facilities:

- (i) Staircase landing and passage on each floor shall be for common user of only Flat Holders on the particular floor.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Specifications and Amenities)

Vitrified tiles flooring in entire flat.

Kitchen will have a granite platform with stainless steel sink.

Bathrooms with wash basin and ceramic dado up to Door height.

Good quality sanitary fixtures and concealed plumbing.

Good quality aluminum sliding windows.

Good quality electrical fittings, concealed copper wiring with adequate light and power points.

Quality flush doors with elegant fittings.

Excellent construction with structural safety against earthquake up to Zone III.

Well-decorated lift lobbies on all floors.

Impressive entrance hall with security counter and intercom system.

Fire protection system with required sprinklers as per C.F.O. NOC .

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

SIGNED AND DELIVERED)

by the withinnamed "**OWNERS**")

M/S. FIRSTLIGHT PROPERTIES PVT. LTD.)

by the hand of its Director)

MR. BHARAT K.SHAH)

in the presence of)

1.

2.

SIGNED AND DELIVERED)

by the withinnamed "**FLAT PURCHASERS**")

MR./MRS._____)

MR./MRS._____)

in the presence of ...)

1.

2.

Housiey.com

RECEIVED a sum of Rs. _____/-)
(Rupees _____ only)
of and from the within named)
_____)
Flat Purchaser, being the amount payable)
under Clauses _____ by him/her/them)
to us by Cheque bearing No. _____)
drawn on _____ Bank)
_____ Branch to be paid by)
him/her/them to us.)Rs _____/-

WE SAY RECEIVED,

M/S. FIRSTLIGHT PROPERTIES PVT. LTD.

(OWNERS)