

AGREEMENT FOR SALE

This agreement for sale (the "**Agreement**") is made at [] this [] day of [] in the year []

BETWEEN

1. **PROVIDENT HOUSING LIMITED** (PAN: AAEC 8877 D) (CIN: L 45200 KA 2008 PLC 048273), a public company registered under the provisions of the Companies Act, 1956; having its registered office at #130/1 Ulsoor Road, Bangalore – 560 042, Karnataka; and its Pune branch office located at [Insert address of Pune office], represented here by its signatory, [Insert name of signatory] duly authorized by a resolution of the Board of Directors dated [Insert date of board resolution] (hereinafter referred to as "**Promoter 1**", which term includes its successors-in-interest and permitted assigns).
2. **GLORY TOWNSHIP LLP**, a registered limited liability partnership (PAN: AAKFG 1621 K) (LLPIN: AAA – 4365), represented through its partners, Mr. **Gope Madhavdas Rochlani**, and Mr. **Raja Gope Rochlani**, having office at Shop No. 4, Ground Floor, Janki Niwas, Dr. Moose Road, Thane – 400 602 (hereinafter referred to as "**Promoter 2**", which term includes its successors-in-interest and permitted assigns), represented here by its duly registered power of attorney holder (notarized and registered at **Serial No. 15512/2017** dated 16.11.2017) Provident Housing Limited

IN FAVOUR OF

3. [Insert name of Purchaser] S/o. [] aged [] years, (PAN No. []) and [Insert name of Co-applicant] wife of [] aged [] years, (PAN No. []), having his/her/their address at [Please insert address], hereinafter referred to as the "**Purchaser(s)**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors and administrators and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the SIXTH PART.

Promoter 1 and Promoter 2 are hereinafter collectively referred to as the "**Promoter**".

WHEREAS

- V. In order to develop the Project Land, Promoter 2 entered into and executed an area-sharing Joint Development Agreement ("**JDA**") dated 16.11.2017, registered at the office of the Sub-Registrar, Thane – 1, at Serial No. 15511/2017, with Promoter 1 for the development of the Project on the Project Land.
- X. All details pertaining to title to the Larger Property, approvals and permissions issued in respect of the Larger Property and present litigation proceedings are elucidated in the Title Certificate dated [], issued by Wadia Ghandy & Co., a copy of which is provided to the Purchaser(s) as part of the documents pertaining to the Project.
- Y. Promoter proposes to develop the Project 1 (one) multi-storied building comprising __ () basement level, __ () podium levels, and __ () upper floors with a total of __ () apartments units (as defined below) including Common Amenities and Facilities on the Project Land in accordance with the Sanctioned Plan approved by the Thane Municipal Corporation.
- Z. Promoter is undertaking development of the Project Land by exploiting the full development potential of the Larger Land, including but not limited to by way of inter alia – (a) utilising, consuming and loading balance FSI and FSI nomenclated in any manner whatsoever including additional FSI, transferable development rights ("**TDR**"), special FSI, compensatory FSI, incentive FSI, incentive FSI

under applicable law and any other FSI/TDR including TDR that may be acquired in any manner; (b) utilising, consuming and exploiting all the benefits, potential, yield, advantages presently available and/or that may be available in future for any reason whatsoever and/or any other rights, benefits or any floating rights which is or are and or may be available in respect of the Larger Land or elsewhere and/or any potential that is or may be available on account of the existing provisions and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable law, or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law; (c) subject to applicable law, dealing with, disposing of by way of marketing, transferring, alienating, encumbering and/or mortgaging by way of sale, lease, mortgage, hypothecation or any other manner howsoever as may be permitted under applicable law; and (d) by clubbing/amalgamating the development of the Larger Property (or part thereof) with adjoining properties as available. It is further clarified that Future Buildings may be located anywhere on the Larger Property subject to receiving necessary approvals from the relevant Authority.

- AA. Promoter 2 has applied for and obtained a sanctioned plan dated [] (a copy of which is attached to this Agreement and marked as **Part – A, Schedule – A**) and full commencement certificate bearing no. [] (the "**Commencement Certificate**") from the Thane Municipal Corporation.
- AB. Promoter has engaged the services of qualified Architects, Engineers and structural consultants for development of the Project, and Promoter is entitled to change the Architects, Engineers and/or structural engineers appointed, in accordance with the needs of development and construction of the Project.
- AD. Promoter has obtained all necessary approvals, licenses and permits with respect to the Project, and to the extent applicable, Promoter will obtain all future approvals, licenses and permits as may be necessary in the normal course of development of the Project.
- AG. Promoter applied for registration of the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016, which application was accepted and a certificate of registration with the name "**Provident Palmvista B1**" (the "**Project**") was issued on [], a copy of which is attached to this Agreement and marked as **Annexure – 4**.
- AH. Consequently, the Project is now registered and Promoter shall endeavour to complete construction and development of the Project by [].
- AI. Purchaser(s) made an application for allotment of an Apartment in the Project and pursuant to such application, Promoter issued an allotment letter in favour of Purchaser(s) under which Promoter have has allotted a [1BHK/2BHK/3BHK] Apartment, bearing unit no. [] on the [] Floor of Tower – [], located in the Project, having a Carpet Area (calculated in accordance with Circular No. 4/2017 dated 14.06.2017 issued by the Regulatory Authority) measuring approximately [] sq. mts., corresponding to a Super Built Up Area measuring approximately [] sq. mts., along with [] [covered/stilt/open] Parking Space bearing No. []; details of the said Apartment and Parking Space are more fully described in **Schedule – B** attached hereto; and hereinafter referred to as the "**Purchaser's Apartment**".
- AJ. Pursuant to discussions and negotiations between Purchaser(s) and Promoter, the Purchaser(s) is/are desirous of purchasing and acquiring from Promoter; and Promoter has agreed to allot and sell to Purchaser(s) the Apartment for the Sale Consideration and on the terms and conditions hereinafter recorded.
- AK. Purchaser(s) has visited and inspected the site of construction of the Project and has/have requested inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Purchaser(s) and/or the Purchaser(s) Advocates/consultants:
- (i) All documents of title relating to the Project Land;
 - (ii) All the documents mentioned in the Recitals hereinabove;
 - (iii) All the approvals and sanctions of all relevant authorities for the development of the Project and construction of the Project Building thereon and also building plans, floor plan, designs

and specifications prepared by the Promoter's Architects and as approved by Thane Municipal Corporation ("TMC");

- (iv) Title Certificate;
- (v) Revenue Records pertaining to the Project Land; and
- (vi) All other documents as required to be disclosed to the Purchaser(s) under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and rules thereunder.

AL. Details of the Project, together with all annexures attached herein, and the certificate of registration granted by the RERA Authority shall be available for inspection on the website of the RERA Authority.

AM. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale in respect of the Apartment agreed to be sold to the Purchaser(s).

AN. The Schedule and Annexures attached to this Agreement form an integral part of the Agreement.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, AND THE PARTIES INTENDING TO BE BOUND LEGALLY ARE, THEREFORE

That in consideration of Purchaser(s) paying - (a) the agreed Sale Consideration, (b) Deposits and Charges, (c) Taxes, and (iv) complying with Purchaser(s) Covenants and obligations herein, Promoters agree to sell to Purchaser(s) and Purchaser(s) agrees to purchase the Purchaser's Apartment per the terms of this Agreement.

1. CONSTRUCTION OF PROJECT

- (a) The Promoter shall construct the Project Building consisting of ___ (___) basement, ___ (___) podiums, and ___ (___) upper floors on the Project Land in accordance with the Sanctioned Plan as approved by the Authority from time to time.
- (b) Provided that the Promoter shall have to obtain prior written consent of the Purchaser(s) in respect of any variations or modifications that may adversely affect the Apartment.
- (c) Notwithstanding anything contained herein, the Promoter shall be entitled to carry out any and all alterations or additions as may be required by any Authority in accordance with applicable law, or such changes and alterations necessitated on account of change in law.
- (d) Promoter will construct Purchaser's Apartment in accordance with the Specifications. Promoter shall not make or entertain any requests for changes, alteration, or modifications to Purchaser's Apartment.
- (e) Subject to Purchaser(s) having complied with the obligations under this Agreement and there being no Force Majeure circumstances, Promoter shall complete Development of the Project by the Completion Date. Purchaser(s) is aware that Promoter may apply for and obtain an extension of a maximum of 12 (twelve) months for completion of the Project as provided for under the Act and Purchaser(s) explicitly accord their consent to Promoters to apply for and obtain such extension at the relevant time. Notwithstanding anything contained herein, and in the event such extension is granted, Completion Date shall be automatically extended, without triggering the Purchaser(s) rights under Clause 7.1 above.

2. DISCLOSURES

2.1 The Purchaser(s) agrees, declare(s) and confirm(s) that:

- (a) **Title**
 - (i) Promoter 2 has made full and complete disclosure of the title of the Project Land and the Purchaser(s) has/have taken inspection of all relevant documents and has/have been provided with all the relevant information and documents.

- (ii) The Purchaser(s) has satisfied himself/herself/itself/themselves about the title of Promoter 2 to the Project Land and the right of Promoter 1 to develop the Project.

(b) **Approvals**

- (i) The Purchaser(s) has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued by the relevant Authority in respect of development of the Project.
- (ii) The Purchaser(s) has/have satisfied himself/herself/itself/themselves with respect to the legality, permissibility, and adequacy of the Project Building, the Project, its layout thereof, IOD, CC, building plans, floor plans, Specifications, drawings including Sanctioned Plan, Common Areas, and Common Amenities and Facilities provided in the Project.
- (iii) A copy of the Commencement Certificate issued by the TMC [] bearing No. [] in respect of the Project, is attached hereto and marked as **Schedule – G**.

(c) **Disclosures**

Purchaser(s) acknowledges and confirms that Promoter has made the following disclosures to Purchaser(s), which the Purchaser(s) has reviewed. Purchaser(s) has entered into this Agreement after having understood the consequences and effect thereof. Purchaser(s) expressly grants their irrevocable consent to Promoter to undertake every action in relation thereto:

- (i) Promoter has informed Purchaser(s) that, the construction of the Project Building will be completed in accordance with a technical schedule prepared by Promoter's site engineers and events and circumstances on-site.
- (ii) Concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (being inherent properties of concrete) for years after construction. Purchaser(s) may also see cracks in finishes, flooring, ceiling, slab, gypsum or other fixtures or fittings or amenities as a result of such slab/beam deflection. Such cracks can also occur and be caused by any renovation and/or alterations carried out by the Purchaser(s) in his/her/its/their Purchaser's Apartment or any other purchasers/occupants of the other Apartment in the Project. Purchaser(s) agrees and acknowledges that Promoter cannot reasonably be expected to carry out, monitor, or supervise renovation, alteration and fit-out works in each apartment. Therefore, Purchaser(s) agree and covenant not to hold Promoter liable for any such defects, deficiencies, faults, cracks, or blemishes arising out of inherent properties of concrete and/or caused due to any renovations, alterations, changes, modifications, or fit-out carried out by Purchaser(s) in his/her/its/their Apartment or any other purchasers/occupants of Apartments in the Project.
- (iii) Details of fixtures and fittings if provided in Purchaser's Apartment are listed in the Specifications, which Purchaser(s) has understood and agreed upon. Purchaser(s) agrees and acknowledges that Promoter is entitled, at its discretion, to determine the brand of products finally installed, from amongst brands specified in the Specifications, if any, subject to terms and conditions mentioned therein. Promoter is not liable, required and/or obligated to provide any specifications, fixtures, or fittings other than those listed in the Specifications. Purchaser(s) has/have confirmed that they have sought and been given all necessary details pertaining to the Specifications and undertake not to raise any objection or lodge any complaint in respect thereof.
- (iv) Purchaser(s) further agree, undertake and acknowledge that the scope and extent of this Agreement is limited to the Purchaser's Apartment. Consequently,

Purchaser(s) shall neither demand nor require Promoter to commence or complete any work unrelated to the Purchaser's Apartment and agrees not to make any claims in this regard or seek enforcement of any rights in this regard.

- (v) Purchaser(s) is aware and has agreed that Promoter is entitled to deal with and grant the exclusive right to use Limited Common Areas to purchasers of specific Apartments. Purchaser(s) is informed that details of Limited Common Areas and terms of use thereof will be listed in the Deed of Declaration. Purchaser(s) agrees not to use the Limited Common Areas, nor shall the Purchaser(s) have any claims of any nature whatsoever with respect to the Limited Common Areas.
- (vi) Purchaser(s) agrees and acknowledges that the benefit, and enjoyment of any balance unutilised FAR, TDR, additional FAR, or incentive FAR, if any, shall at all times vest exclusively with the Promoter, which the Promoter is entitled but not required to utilize at its discretion.
- (vii) Purchaser(s) agrees and acknowledges that Common Amenities and Facilities of the Project will be completed no later than 10 (ten) months from the Completion Date. Further, the Common Amenities and Facilities, though complete, may be commissioned and operationalised only after occupancy of at least 65% of the sold Apartments is achieved to ensure efficient and economical maintenance of the Common Amenities and Facilities of the Project.
- (viii) Purchaser(s) therefore agrees that nothing contained in this Agreement and/or documents submitted to any Authority shall be construed or interpreted to constitute a representation, promise, assurance, undertaking, or guarantee of any sort regarding completion of Common Amenities and Facilities of the Project by the Completion Date.

3. AGREEMENT TO PURCHASE

3.1 *Apartment & Carpet Area*

- (a) Purchaser(s) hereby agrees to purchase and Promoter hereby agrees to sell to Purchaser(s), the Purchaser's Apartment bearing No. [] located on the [] floor in Tower [] of the Project, along with [] Parking Space bearing No. []; having –
 - (i) Carpet Area measuring approximately [] sq. meters, and
 - (ii) exclusive balcony measuring approximately [] sq. meters, and
 - (iii) exclusive terrace measuring approximately [] sq. meters.

Purchaser's Apartment is more fully described in **Schedule – B** attached to this Agreement.

- (b) For the purpose of this Agreement "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Purchaser's Apartment for exclusive use of the Purchaser(s), or verandah area and exclusive open terrace area appurtenant to the Purchaser's Apartment for exclusive use of the Purchaser(s), but includes the area covered by all internal walls of the Purchaser's Apartment.

3.2 *Car Parking*

- (a) The exact location of the Parking Space will be finalized by Promoter only upon completion of the Sanctioned Project in all respects.
- (b) Purchaser(s) is aware that the Parking Space cannot be transferred, leased, sold, or dealt with otherwise independently of the Purchaser's Apartment.

- (c) Purchaser(s) hereby acknowledges that the Apartment and Parking Space shall at all times be held by Purchaser(s) as one composite and indivisible unit.

4. SALE CONSIDERATION

4.1 *Sale Consideration*

- (a) Purchaser(s) hereby agrees to purchase the Purchaser(s) Apartment for an aggregate sale consideration of ₹ [] ([Amount in words]) (the "**Sale Consideration**"), which includes cost of Carpet Area of the Purchaser's Apartment, Built Up Area, Parking Space, a proportionate undivided interest in the Common Areas of the Project, and other areas exclusive to and/or appurtenant to the Purchaser's Apartment, and excludes Taxes as well as Deposits and Charges. Payment of all Deposits and Charges is an integral part of the obligations and duties of the Purchaser(s) and failure to pay the Deposits and Charges or any part thereof shall be deemed to be a material breach of the Purchaser(s) obligations herein.
- (b) It is expressly clarified however that, charges towards electricity meter deposit, meter installation, service line charges, transformer charges, deposit towards Water, Electric, and other utility and services connection charges and infrastructure charges are not included in the Sale Consideration and will be calculated prior to possession.
- (c) In addition to the Sale Consideration and Taxes, the Purchaser(s) shall pay all Deposits and Charges mentioned in **Schedule – F ("Deposits and Charges")**. The Deposits and Charges exclude Taxes, which will be calculated when the demand is raised shall be paid in full, within 10 (ten) days from the date of the demand.
- (d) The Sale Consideration shall be escalation-free. Provided however, the Purchaser(s) agrees to pay any increase on account of development charges payable to any Authority or any Taxes levied or imposed by an Authority from time to time. Promoter agree to provide a link/reference to the notification/rule/order for effecting an increase in development charges and/or cost/charges imposed by an Authority along with the demand letter issued to the Purchaser(s). The Sale Consideration is negotiated between Purchaser(s) and Promoter and mutually agreed upon. Consequently, the Purchaser(s) shall have no right to renegotiate or claim a refund of the Sale Consideration in comparison with the other purchasers of Apartments in the Project for any reason whatsoever. Purchaser(s) shall be liable to pay the amounts so demanded within 7 (seven) days of the date of the demand, failing which the Promoter shall be entitled Interest on the amounts outstanding.

4.2 *Advance & Payment Plan*

- (a) Prior to execution of this Agreement, Purchaser(s) has/have made part payment of the Sale Consideration to the Promoter as advance payment, the payment and receipt of which the Promoter hereby acknowledges. Purchaser(s) expressly agrees that 10% (ten percent) of the Sale Consideration plus Taxes is the advance amount and shall be referred to as the "**Advance Amount**" hereafter.
- (b) Purchaser(s) confirms receipt of the allotment letter for Purchaser's Apartment. In strict compliance with the terms of allotment, Purchaser(s) has paid the Advance Amount, which Promoter acknowledges.
- (c) In adherence with Section 19 of the Act and conditions of this Agreement, Purchaser(s) agrees to pay the balance of the Sale Consideration, applicable Taxes, and all Deposits and Charges, without any delay or default, strictly complying with the Payment Plan. In the event of any acceleration in payment on account of Promoter having completed one or more stages of construction in advance, Purchaser(s) shall make the corresponding additional payment without demur or delay.

- (d) Purchaser(s) is fully aware and has agreed that time is of the essence of this Agreement. Consequently, strict adherence to the Payment Plan and timely payment of instalments demanded per the Payment Plan is the essence of this Agreement.

4.3 **Taxes & Deductions**

- (a) If there is any change in applicable Taxes on the Sale Consideration, demand notes raised after such change will be increased/reduced automatically. Promoter agrees to enclose a link and/or reference number for the notification/order/rule/regulation resulting in an increase/decrease of development charges or cost/charges imposed by an Authority, along with the demand letter being issued to Purchaser(s).
- (b) Tax Deduction at Source ("TDS") on the Sale Consideration shall be paid by Purchaser(s) as per the provision of section 194 IA of the Income Tax Act, 1961. Purchaser(s) shall issue a certificate of deduction of tax in Form 16B to Promoter within 15 (fifteen) days of receiving/generating the said form. It is clarified that liability and responsibility for payment of TDS in accordance with Applicable Law shall at all times be solely that of Purchaser(s).

4.4 **Home Loans & Mortgage**

- (a) All costs, expenses, fees, and Taxes in connection with procuring the said loan, mortgage of Purchaser's Apartment, servicing and repayment of the said loan, and all liabilities arising out of any default with respect to the said loan and/or the mortgage of Purchaser's Apartment, shall be solely and exclusively borne and incurred by Purchaser(s).
- (b) Agreements and contracts pertaining to such loan and mortgage shall not impose any liabilities or obligations on the Promoter in any manner. All such agreements and contracts shall ratify the right and entitlement of Promoter to receive the Sale Consideration and Deposits and Charges payable by Purchaser(s) under this Agreement.
- (c) If pursuant to sanction of a loan, Promoter is required to confirm and be party to the execution of a tripartite agreement between the lending institution, Purchaser(s) and Promoter, Purchaser(s) agrees that Promoters' obligations under such tripartite agreement are strictly limited to – (i) conveyance of Purchaser(s) Apartment at the relevant time; (ii) facilitate handing over the conveyance deed to the lending institution; and (iii) acting upon the instructions of the lending institution under the terms of the tripartite agreement, subject always to Promoters' rights under this Agreement.

4.5 **Corpus & Maintenance Charges**

- (a) Promoter shall be entitled to use the corpus fund specified in **Schedule – F** for payment of maintenance, taxes, and other outgoings due and payable. Promoter is also entitled to use the corpus fund against any outstanding amounts due from the Purchaser(s) to Promoter in respect of the sale and purchase of the Purchaser's Apartment.
- (b) If the corpus fund shall fall deficient and there is surplus under any other head within the heads of account stated in Schedule – F, Promoter shall be entitled to adjust the deficiency against such surplus. In case there shall be a deficit in the corpus fund, Purchaser(s) shall forthwith on demand pay to Promoter his/her/its/their proportionate share to make up such deficit.
- (c) The amounts and charges mentioned in **Schedule – F** are indicative. In the event additional deposits, charges and/or amounts are payable, Purchaser(s) undertakes to pay all such amount in full and without demur within 10 (ten) days of receiving a written demand notice from Promoter.
- (d) The Purchaser(s) shall also pay to Promoter his/her/its/their proportionate share of the amounts towards operation and maintenance of Common Areas as well as Facilities and

Amenities in accordance with the demand letter raised by Promoter in this regard, irrespective of whether the Purchaser(s) taken possession of the Purchaser's Apartment or not.

4.6 **Permissible Deviation**

- (a) The Purchaser's Apartment is agreed to be sold on the basis of Carpet Area only.
- (b) Promoter shall confirm the final Carpet Area of Purchaser's Apartment after completion of the Project and prior to registration of the Conveyance Deed. Promoter may furnish written details to Purchaser(s) of variations (if any) in the final Carpet Area of Purchaser(s) Apartment, subject to a variation cap of $\pm 3\%$ (*plus-minus* three percent) ("**Permissible Deviation**"), which shall be dealt with in the manner set out in Clause 7.2 below. If the actual Carpet Area at the time of offering possession of Purchaser's Apartment is within the Permissible Deviation, the Parties agree that there will be no increase or reduction of the Sale Consideration.
- (c) If the actual Carpet Area at the time of Possession Intimation exceeds the Permissible Deviation but is within 5% (five percent) increase/reduction from the Carpet Area mentioned herein, then the Sale Consideration shall be proportionately increased/reduced, and the excess Sale Consideration, in case of a reduction in Carpet Area, shall be refunded with Interest to Purchaser(s); or in case of an increase in Carpet Area, be paid by Purchaser(s) to Promoter within 45 (forty five) days from the date of final calculation of the Carpet Area.
- (d) In the event there being any change in the areas or values and consequent imposition of the stamp duty, registration charges and applicable Taxes, Purchaser(s) shall pay the differential amount towards the stamp duty, registration charges and Taxes as may be applicable.
- (e) Provided however that any interest payable by the Promoter to the Purchaser on this account may be set-off by the Promoter from the final instalment payable by the Purchaser, in accordance with the Payment Plan. In the event the actual Carpet Area exceeds the Permissible Deviation, the Promoter shall be entitled to include the excess amount in its next payment notice to the Purchaser and the Purchaser shall pay the excess amount to the Promoter in accordance therewith. All monetary adjustments shall be made at the same rate per square meter as agreed at the time of execution and registration of this Agreement.

4.7 The Promoter may appoint a third party/agency/contractor/manager to operate and maintain, on an on-going basis, the Project Building including the Common Areas of the Project, Common Facilities and Amenities of the Project and Limited Common Areas, if any, on such terms and conditions as it may deem fit.

4.8 The Promoter may allow, in its sole discretion and on such terms as the Promoter shall deem appropriate, a rebate for early payments of equated monthly instalments payable by the Purchaser(s). Nothing contained in this Clause shall bind or be deemed to bind Promoter to any statements or offers presented as a part of marketing campaigns, special offers or promotions which may be offered by Promoter in due course of its business.

4.10 Purchaser(s) authorizes Promoter to unconditionally adjust payments made by him/her/it/them under any head(s) of dues, if any, lawfully outstanding, in his/her/its/their name as the Promoter may in its sole discretion shall deem fit.

4.11 **Mode of Payment**

- (a) All payments shall be made by Purchaser(s), without delay, demur or default, in accordance with the Payment Plan, to the Designated Account within 10 (ten) days of receiving a written demand.
- (b) In cases of out station cheques or demand draft, collection charges, if any, will be debited to Purchaser(s) account and credit for payment made will be given on net credit of the amount

of the instalment. If a cheque is dishonoured for any reason, a sum of ₹ 2000 (Rupees Two Thousand Only) will be debited to the Purchaser(s) account for the first instance; and a sum of ₹ 2500 (Rupees Two Thousand Five Hundred Only) for every subsequent instance of a cheque being dishonoured. If 2 (two) or more cheques are dishonoured, whether in succession or otherwise, Promoter is entitled to reject further and future payments by cheque and require Purchaser(s) to make payment by Demand Draft, NEFT, or RTGS only.

4.12 **Compliance with Foreign Exchange Laws**

It is abundantly made clear to the Purchaser(s) who is a non-resident/foreign national of Indian Origin, that in respect of all remittances towards purchase of the Purchaser's Apartment, it shall be the Purchaser(s) sole responsibility to comply with applicable provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser(s) understands and agrees that in the event of any failure on Purchasers part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Purchaser(s) shall alone be liable for any action that may be initiated by an Authority under applicable law. Promoter shall not, under any circumstances, be held liable for the actions or omissions of the Purchaser(s) in this regard Purchaser(s) agrees to indemnify and keep indemnified the Promoter from any loss or damage caused to the Promoter in this regard.

5. **TIME IS OF THE ESSENCE**

5.1 Time is of the essence of this Agreement for the Parties.

5.2 Time being of the essence for Purchaser(s) as well, Purchaser(s) undertakes to pay all amounts due and payable by the Purchaser(s) to Promoter, including but not limited to Sale Consideration in accordance with the Payment Plan and/or Deposits and Charges thereby enabling Promoter to complete the Project in a timely manner.

6. **FSI USAGE**

6.1 The Promoter hereby declares that the Floor Space Index ("FSI") utilized for construction of the Project is approximately [] square meters by availing of TDR or FSI available, on payment of premiums or FSI that becomes available as incentive FSI, as a result of implementing one or more schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations.

6.2 Purchaser(s) acknowledge that the FSI proposed to be consumed in the Project may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Larger Land taking into account the FSI to be utilized for all buildings to be constructed thereon. Promoter may in its sole discretion, allocate such FSI for each of the buildings being constructed on the Larger Land and purchasers (including the Purchaser) of apartment(s)/flat(s)/unit(s) shall not dispute the allocation of FSI by the Promoter nor claim any additional FSI or buildable area in respect of the Project Building, Phase Buildings and/or Future Buildings.

6.3 The Promoter has disclosed FSI of [] square meters as proposed to be utilized on the Project Land. Purchaser has agreed to purchase the said Purchaser's Apartment based on the proposed utilization of FSI and construction based on such FSI.

7. EVENTS OF DEFAULT

7.1 *Default by Developer*

In the event Promoter fails to issue Possession Intimation on or before Possession Date, Purchaser(s) shall, at his/her/its/their discretion:

- (a) be entitled to continue with this Agreement and in such case, Promoter agrees to pay to Purchaser(s) who do/does not intend to withdraw from the Project, Interest on the Sale Consideration paid by Purchaser(s) under the Payment Plan. Interest shall be payable for every month of delay or part thereof, from the Possession Date, till the date of handing over of possession in accordance with Applicable Law; or
- (b) be entitled to terminate this Agreement with 30 (thirty) days prior written notice to Promoter, upon the expiry of which this Agreement shall stand terminated, relieving Parties of their liabilities and obligations hereunder, except for such obligations that explicitly survive termination of this Agreement. Upon termination, Promoter shall, within 60 (sixty) days from the date of termination, refund to Purchaser(s) the Sale Consideration received till that date, together with Interest.
- (c) On such termination notice being issued by Purchaser(s), Promoter will be entitled to deal with Purchaser's Apartment without any reference to Purchaser(s) and notwithstanding Purchaser(s) not having executed the cancellation agreement.

7.2 Purchaser(s) further agrees and undertakes that upon termination of this Agreement as specified in Clause 7.1(b) and (c), Purchaser(s) shall sign or execute all necessary documents as may be specified by the Promoter, including irrevocable special powers of attorney or other forms of authorization enabling Promoter to obtain cancellation of this Agreement before the relevant jurisdictional Authority. All costs and expenses associated with and incurred by Promoter in obtaining cancellation of this Agreement shall be borne solely by Purchaser(s), which amounts shall be set-off and deducted from the final amount to be refunded to Purchaser(s) under Clause 7.1(b).

7.3 *Default by Purchaser(s)*

- (a) Without prejudice to Promoter's right to charge Interest on payments delayed by Purchaser(s), in the event Purchaser(s) fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter will issue the first notice in writing to Purchaser(s), by Registered Post AD, or courier with proof of receipt to the last known address provided by Purchaser(s), and by email at the email address provided by Purchaser(s), notifying him/her/them/it of the default and allow Purchaser(s) 15 (fifteen) days to remedy the said default in full and without deductions.
- (b) If Purchaser fails to remedy the default pursuant to the first notice, Promoter will issue a final notice to Purchaser(s) requiring Purchaser(s) to remedy the default within 15 (fifteen) days, in full and without deductions, failing which, Promoter shall be entitled, but not required, to terminate this Agreement with immediate effect without any further reference or notice to the Purchaser(s). The provisions of Clause 7.4 below shall then apply.
- (c) In continuation of Purchaser(s) statutory obligations under Section 19(7) of the Act, Purchaser(s) shall be liable to pay Interest on all delayed payments which become due and payable by the Purchaser(s) to the Promoters under the terms of this Agreement.

7.4 *Consequences of Default by Purchaser(s)*

- (a) Upon termination of this Agreement by the Promoter as set out in Clause 7.3 above or pursuant to termination under Clause 7.5(b) and (c) below, Promoter shall refund to Purchaser(s) amounts paid towards Sale Consideration for Purchaser's Apartment, after deducting the Advance Amount as liquidated damages.

- (b) Purchaser(s) agrees and acknowledges that his/her/their/its statutory obligation under Section 19(6) of the Act to make timely payments is of the essence and Purchaser(s) failure to do so constitutes an actionable claim under Section 31 of the Act. Purchaser(s) also agrees that deduction of the amounts stated in Clause 7.4(a) above is a legitimate and genuine estimate of the loss suffered by Promoter as a result of Purchaser's default.
- (c) If this Agreement is terminated pursuant to Clause 7.3(b) above or Clauses 7.5(b) and (c) below, Promoter agrees to refund the balance amount after deducting the Advance Amount, within a period of 120 (One Hundred and Twenty) working days from the date of the termination, or Promoter confirming in writing that Purchaser's refund claim has been initiated, whichever is later.
- (d) Notwithstanding anything stated herein, Promoter shall not be required to pay or refund any amount on this account unless and until Purchaser(s) executes all necessary documents evidencing cancellation of this Agreement, including registration of the cancellation agreement if necessary.

7.5 Termination for Convenience

- (a) If Purchaser(s) desires to terminate this Agreement for no cause, Purchaser(s) shall request the Promoter to terminate this Agreement, which request shall be in writing. Parties agree that a request for termination shall not automatically terminate this Agreement.
- (b) Upon receiving a request for termination, the Promoter may accept such notice provided Purchaser(s) has fulfilled the following conditions, namely:
 - (i) Has handed over originals of this Agreement and all related documents within 7 (seven) days from the issuance of the termination request; and
 - (ii) Has executed the cancellation agreement in the format required by Promoter and present himself/herself/itself/themselves for registration of the cancellation agreement, if required.
- (c) Upon both these conditions being complied with to the satisfaction of Promoter, the Agreement shall stand cancelled and terminated and Promoter will initiate the refund process according to Clause 7.4(a) and (c) above.
- (d) Promoter shall not be liable to pay Interest on the said refund amount.
- (e) Promoter will be entitled to deal with the Purchaser's Apartment in any manner whatsoever, without any reference to Purchaser(s), notwithstanding Purchaser(s) not having executed the cancellation agreement and or registering the same in case this Agreement is registered.

7.6 Repayment of Housing Loan & Deficit Liability

- (a) If Purchaser(s) has/have taken housing loan facility from any financial institution or bank, then Promoter shall pay the refund amount directly to such financial institution or bank, and such payment shall constitute due and valid refund to the Purchaser(s).
- (b) Purchaser(s) undertakes and agrees that any deficit or shortfall in amounts payable to a bank or other financial institution that has sanctioned a home loan to Purchaser(s) for purchase of the Purchaser's Apartment shall be paid by the Purchaser(s) to such bank or financial institution directly. Promoter shall not be liable for any such deficit amounts and Purchaser(s) hereby agrees to fully indemnify Promoter against any claims made in relation thereto.

8. **CONVEYANCE**

8.1 Purchaser(s) undertake(s) that the Purchaser(s), shall strictly comply with their duties under Sections 19(6), (10), and (11) of the Act and undertake(s) to pay all balance amounts due under this Agreement and register the Sale Deed to the Purchaser's Apartment within 3 (three) months of the Possession Intimation.

8.2 ***Procedure***

(a) In continuation of the Purchaser(s) duties under Sections 19(6), (10), and (11) of the Act and consequent upon Promoter issuing the Possession Intimation, Purchaser(s) shall make all payments due under this Agreement, including but not limited to all Deposits and Charges, and register the Sale Deed to Purchaser's Apartment.

(b) In the event Purchaser(s) fails to take conveyance within 90 (ninety) days from the date of Possession Intimation, Purchaser(s) shall be deemed to have breached Purchaser's obligations under this Agreement and the Act. Consequently, the provisions of Clause 7.3 and Clause 7.4 shall apply, without prejudice to any other rights or remedies available to the Promoters under Applicable Law and/or this Agreement.

(c) However, if Promoter does not terminate this Agreement, the Purchaser(s) is liable to pay all applicable Taxes, Deposits and Charges, charges for electricity, property taxes, municipal taxes and levies, maintenance charges, and Interest on all outstanding amounts under this Agreement or under Applicable Law, from the date of Possession Intimation till the date Purchaser(s) executes and registers the Deed of Sale.

8.3 ***Costs Associated with Conveyance***

(a) The Purchaser(s) shall pay applicable stamp duty and registration fees for conveyance, in accordance with Applicable Law.

(b) The Purchaser(s) shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation (including but not limited to this Agreement, Deed of Sale, and other documents associated therewith).

9. **RESTRICTION ON TRANSFER**

9.1 Purchaser(s) shall not be entitled to sell, transfer, assign, and/or deal with or dispose of the Apartment after the execution and registration of this Agreement and prior to Possession Date, except upon receiving the written consent and approval of Promoter to such sale, transfer, or assignment.

9.2 In the event of a request from Purchaser(s) to this effect, Promoter shall be entitled to impose such terms and conditions as Promoter deems suitable and necessary, including but not limited to a transfer fee amounting to 2% (Two Percent) of the Sale Consideration payable to Promoter as a condition precedent to granting permission for the transfer.

10. **RIGHTS RESERVED TO THE PROMOTER**

10.1 The Promoter shall, at the appropriate time of development, be entitled to designate any spaces/areas on the Larger Property, the Project Building or any part thereof (including on the terrace and stilt/podium levels of the Project Building) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) for the benefit of and use by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and utilised in common by

occupants of units/premises in the Project Building and/or the Larger Property. The Promoter and its workmen/agents/contractors/employees and third-party contractors appointed by the Promoter shall be entitled to access and service such infrastructure and utilities over the Larger Property without any claim, demand or objection by the Purchaser.

- 10.2 The Promoter or its assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within or upon the Project.
- 10.3 Notwithstanding anything contained in this Agreement, the Promoter shall have an irrevocable and perpetual licence to all air rights and branding rights upon the Sanctioned Project. Promoter shall also have the irrevocable and perpetual right to designate and brand the Sanctioned Project as a "Puravankara" project, or a "Provident" project, as applicable. The Promoters or their nominees or assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within and/or on top of each/every block of Sanctioned Project, or at any location on the Project Land.
- 10.4 The name of the Project shall not be changed under any circumstances. However, the Promoter will be entitled to make changes to the name of the Project or give different names for each of the buildings comprising the Project in accordance with applicable law, rules and regulations in this regard. The Purchaser(s) shall not, directly or indirectly, make, cause to be made or permit any change to the name of the Project (as determined by the Promoter) under any circumstances whatsoever. The Purchaser(s) hereby confirm that he/she/it/they have no right, title or interest of any nature in the Brand Name of the Promoter, which shall at all times remain vested solely in the Promoter.
- 10.5 In the event any unit in the Project is unsold/unallotted on completion of the Project, the Promoter shall not be liable or required to bear and/or pay any Deposits and Charges in respect thereof, save and except the municipal taxes at actuals and outgoings per month for the unsold premises (levied on the unsold premises).

11. DEFECT LIABILITY & REMEDIATION

- 11.1 Subject to the Purchaser(s) adhering strictly to the apartment use and maintenance manual, normal wear and tear, and Warranty Exceptions, if within a period not exceeding 5 (five) years commencing from date of issue of Occupation Certificate for the Project, Purchaser(s) brings to the notice of Promoter any structural defect in the Purchaser's Apartment or the Project Building, or any defects on account of workmanship, or structural defects, then:
- (a) where such defect or damage is on account of and attributable solely to the Promoter failing to exercise diligence in construction of the Purchaser's Apartment and/or Building within which the Purchaser's Apartment is located, the Promoter shall rectify the identified defect at its own cost; or
 - (b) where such defect or damage has occurred on account of the Purchaser(s) failing to maintain the Purchaser's Apartment and/or Society failing to maintain all Common Areas of the Project and/or Common Amenities and Facilities of the Project at the standard mandated by the Promoter at the time of handing over possession, the Promoter shall provide the Purchaser(s) and/or Association an estimate of the cost of repairs, and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified.
- 11.2 In the event Promoter fails to rectify defects identified in accordance with Clause 11.1(a) above, Purchaser(s) shall be entitled to receive actual costs incurred by the Purchaser(s) in undertaking rectification of such defects.

11.3 The Promoter shall, however, not be responsible or liable to comply with its obligations stated in Clause 11.1 above, if the Purchaser(s) and/or Association has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in the Purchaser's Apartment /Tower and/or the defects are on account of the acts or omissions on the part of the Purchaser(s) or the other purchaser(s) of Apartments or acts of third parties.

11.4 Provided always that, if any structural defect or damage is found to have been caused due to:

- (a) any act of omission or commission of the Purchaser(s) or any other purchasers of apartments in the Project, or
- (b) due to the negligence of the Purchaser(s) or any other purchasers of apartments in the Project or his/her/their/its agents, or
- (c) structural defects caused or attributable to the Purchaser(s), including but not limited to carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load; or
- (d) using the apartment in any manner other than as intended under this Agreement or such other reasons attributable to the Purchaser(s),

then the Promoter shall not be liable to remedy/rectify/repair/replace the arising defects, whether structural or not.

11.5 The Purchaser(s) shall use or permit the Purchaser's Apartment or any part thereof to be used as a personal residence only and any non-residential use absolves the Promoter of all liability under this Clause 11. The Purchaser(s) further undertakes that he/she/they/it shall use the Purchaser(s) Parking Space only for purpose of keeping or parking his/her/their/its vehicle and shall not rent, sub-let or otherwise permit use of the Parking Space for any other purpose whatsoever.

12. FORMATION OF BUILDING SOCIETY

12.1 *Building Society*

- (a) Purchaser(s) shall, along with other purchasers of Apartments in the Project, join in forming and registering a co-operative housing society in respect of the Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder (the "**Building Society**") and in accordance with the provisions of the Act.
- (b) For this purpose, Purchaser(s) shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Building Society (the "**Society Documents**") and for becoming a member thereof, including the bye-laws of the Building Society. Purchaser(s) shall fill in, sign and return the Society Documents to the Promoter within 7 (seven) days of it being made available to the Purchaser(s), so as to enable the Promoter to register the Society. Purchaser(s) shall not object to any changes or modifications to the draft/final byelaws of the Building Society, as may be required by any Authority. Purchaser(s) also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Purchaser(s) or other purchasers of apartments in the Project consequent to sale and transfer of the Purchaser's Apartment or their respective premises, to which the Purchaser(s) gives consent.
- (c) Subject to – (i) the number of distinct and individual purchasers of apartments in the Project Building exceeding 51%, and (ii) each of the purchasers having executed the Society Documents, Promoter agrees to form and register the Building Society on the terms and conditions set out herein.

- (d) Promoter will include the terms and conditions contained in **Annexure - 3** attached to this Agreement as part of the first bye-laws, rules, guidelines and regulations of every Building Society.
- (e) Purchasers of Apartments in the Project Building shall be admitted to membership of a Building Society only on complying with the requirements of membership under the Maharashtra Cooperative Societies Act, 1960 and rules thereunder. The Building Society shall admit all purchasers of flats in the Project Building as members of the Building Society, in accordance with its bye-laws. Promoter shall be entitled, but not obligated, to join as a member of the Building Society in respect of unsold premises in the Project Building, if any.
- (f) Post formation of the Building Society, the Building Society shall be responsible for the operation, maintenance and management and/or supervision of the Project Building and the Purchaser(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (g) It is further agreed between the Parties that the ownership of the Project Building alone would vest with the Building Society by executing such documents as may be required within 3 (three) months from Project Completion.
- (h) Notwithstanding anything contained herein, rights of members of a Building Society shall stand suspended until the date of the first annual general meeting of a Building Society, which shall be convened within 30 (thirty) days of receiving the Occupation Certificate for the Project. Purchaser(s) agrees and acknowledges that the restrictions contained herein are reasonable and necessary to allow Promoter to complete Development of the Project on time.

12.2 **Apex Society**

- (a) Apex Society shall mean the amalgamated society under the provisions of the Maharashtra Co-Operative Societies Act, 1960 comprising the Building Societies.
- (b) Each of the Building Societies shall be admitted as member of the Apex Society within 3 (three) months of the registration of the Apex Society.
- (c) Individual purchasers of one or more units/apartments/pods/condos, residential or commercial, in the Project shall not be entitled to apply for and/or demand membership and/or demand deemed membership of the Apex Society.
- (d) On admission of the Building Societies as members of the Apex Society, all Common Areas and Facilities and Amenities located in the Silversands Project shall be operated, maintained and managed by the Apex Society. The Building Societies being members of the Apex Society shall contribute towards operation, maintenance and management of common areas and Facilities and Amenities proportionate to the FSI consumed for each building. For the purposes of this Clause, common areas shall comprise of areas stated and designated as such in the final sanctioned plan for the entire project. During the phase wise development of the project, a Building Society shall proportionately contribute towards operation, maintenance and management of all the common area and facilities forming part of the project on the Larger Property and pay all such amount at the agreed time and without delay, to the Promoter.
- (e) The Purchaser agrees and declares that the Promoter has well and sufficiently explained the Project layout to the Purchaser and the Purchaser considering the phase wise development of the Larger Property including the adjoining properties as contemplated herein and in the spirit of beneficial enjoyment has agreed to the manner of formation of Apex Society, Building Societies for better operation, maintenance and management of the Project.

- 12.2 The cost, and Taxes with respect to the formation of Building Societies, including in respect of (a) any documents, instruments, papers and writings; (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Building Societies, Apex Society, and their respective members/intended members including the Purchaser(s), as the case may be, and the Promoter shall not be liable to pay any amounts on this account.
- 12.3 It is agreed between the Parties that only upon (i) the completion of the development of the Sanctioned Project by Promoter as per the development scheme of the Promoter as envisaged from time to time, (ii) upon the Promoter receiving the entire payment towards Sale Consideration and Deposits and Charges due and payable to the Promoter under all the agreements executed with all purchasers of all residential and/or commercial units and (iii) receipt of Occupancy Certificate from the concerned Authority for the Sanctioned Project, the Promoter shall hand over the affairs of the Sanctioned Project to the Apex Society and the Apex Society and Building Societies shall execute such documents in this regard as the Promoter shall deem fit.

13. **COVENANTS OF THE PURCHASER(S)**

13.1 The Purchaser(s) by himself/herself/itself/themselves with intention to bind all persons into whose hands the Purchaser's Apartment may hereinafter come, hereby covenants with the Promoter as follows, to ensure the soundness and safety of the Project Building and Project, for maintaining the value of the Project Building and the Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- (a) Not to do or suffer to be done anything in or to the Project Building, Apartment, Common Areas, Facilities and Amenities which may be against the rules, regulations or bye-laws of the concerned Authority or change / alter or make addition in or to the Project Building or to the Purchaser's Apartment itself or any part thereof and to maintain the Purchaser's Apartment (including sewers, drains, pipes) and appurtenances thereto at the Purchaser(s)' own cost in good repair and condition from the date on which the Purchaser(s) purchases the Purchaser's Apartment and in particular so as to support, shelter and protect other parts of the Project Building.
- (b) Not to raise any objection to the Promoter completing the construction of the Project Building in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Purchaser(s) taking possession of the Purchaser's Apartment.
- (c) Not to store anything in the refuge floor nor store any goods in the Purchaser's Apartment which are illegal, prohibited, hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Project Building and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the Common Areas, Facilities and Amenities or any other part of the Project Building.
- (d) Not to change the user of the Purchaser's Apartment and to comply with stipulations and conditions laid down by the Promoter/its designated project manager or the Building Society with respect to the use and occupation of the Purchaser's Apartment.
- (e) Not to demolish or cause to be demolished, any part or all of the Purchaser's Apartment.
- (f) Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (g) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project Building and not cover / enclose the planters and service slabs or any of the projections from the Purchaser's Apartment, within the Purchaser's Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Apartment, nor do / cause to be done any

hammering for whatsoever use on the external / dead walls of the Project Building or do any act to affect the FSI potential of the Project Land.

- (h) Not to do or permit to be done any renovation / repair within the Purchaser's Apartment, otherwise than in accordance with the conditions set out and agreed upon in this Agreement.
- (i) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated project manager or the agency appointed by the Promoter or by the Building Society, for the purpose of maintenance and up-keep of the Project Building, the premises comprising the Project, or in connection with any interior works, civil works, renovation, modifications, or other works that the Purchaser(s) may carry out in the Apartment and to generally comply with building rules, regulations and bye-laws for the time being of the concerned Authority.
- (j) Not to park at any other place in the Project and park all cars only in the car parking spaces allotted to the Purchaser(s) by the Promoter.
- (k) Not to object to the permission granted/to be granted by the Promoter to other flat purchasers for the use of their respective appurtenant spaces and the car parking spaces.
- (m) Not, in any manner whatsoever, make, install or carry out any structural alterations or changes, non-structural alterations or changes, internal masonry works, dummy flooring, changes to plumbing plan and pipes, and exercise the necessary care and diligence to ensure that drain out points of the aluminium window tracks are not obstructed or blocked in any manner whatsoever.

13.2 The Purchaser(s) covenants that until ownership of Project Building in which the Purchaser's Apartment is situated is conveyed to the Building Society, the Promoter and its surveyors, agents, representatives, employees, personnel, workmen, and other duly authorized personnel shall be entitled to enter into and upon the Project Building or any part.

14. COMMON AREAS FACILITIES & AMENITIES

14.1 The Purchaser(s) shall not have any right, title, or interest in respect of the Common Areas and such other areas as may be designated as common areas by Promoter, and shall only be permitted to use Common Areas, Facilities and Amenities in the Project, including open parking space/s, open spaces, internal access roads, recreation areas, swimming pool, club house, pathways, passageways, internal access roads, lobbies, staircase, common terrace, and other areas as may be designated as common areas/facilities/amenities by the Promoter, in common with the Promoter and its contractors/workmen / employees / agents, other purchasers/occupants of premises in the Project.

14.2 Purchaser(s) shall be permitted to use Common Areas, Facilities and Amenities on such terms and conditions as may be decided by the Promoter, or a Building Society. The Purchaser(s) further agree to promptly bear and pay the necessary costs and Taxes thereon.

14.3 Payment of Sale Consideration, Taxes, and Deposits and Charges shall entitle the Purchaser(s) to use the clubhouse being provided in the Project.

14.4 It is agreed that the clubhouse provided in the Project would be managed professionally taking into consideration the facilities provided. Purchaser(s) agrees that the maintaining and operating the clubhouse requires the appointment of experts in the field of managing and operating such facilities. Therefore, Purchaser(s) agrees that Promoter is entitled to contract with and appoint a qualified agency to run, operate and manage the clubhouse in the Project. Subsequent to the formation and registration of the Building Society, Promoter shall assign and transfer the said contract to the Building Society.

14.5 Membership of the clubhouse is available to the Purchaser(s) as long as the Purchaser(s) is and remains the registered owner of the Purchaser's Apartment. In the event of sale or transfer of the

Purchaser's Apartment by the Purchaser(s) in any manner whatsoever, the transferee shall become entitled to the membership of the clubhouse and the transferor (viz., Purchaser(s) herein) shall no longer be a member of the clubhouse nor be entitled to use the Facilities and Amenities.

14.6 Use of the clubhouse by the Purchaser(s) is subject to the following terms and conditions:

- (a) If the Purchaser(s) is a partnership firm or any association of persons then, only such partner, or associate, or authorized representative of the firm or association of persons physically occupying the Apartment is entitled to use the clubhouse, Facilities and Amenities.
- (b) If the Purchaser(s) is a public company or a private limited company under applicable law then, only the person who is the authorized occupant of the Purchaser's Apartment is entitled to use the clubhouse, Facilities and Amenities.
- (c) If a person inherits the Purchaser's Apartment then, the person occupying the Apartment consequent upon such inheritance is entitled to membership and use of the clubhouse.
- (d) If the Purchaser's Apartment is co-owned, then such co-owners will be entitled to membership and use of the clubhouse.
- (e) In any other case like tenancy, lease, or license, executed and registered in accordance with applicable law, the person duly authorized to occupy the Purchaser's Apartment is entitled use the clubhouse.

It is also clarified that certain facilities shall have usage charges in addition to membership fees and all such usage charges shall be paid by the Purchaser(s) as and when demanded by the Promoter along with applicable Taxes thereon, or be paid to the Building Society in accordance with the rules and regulations framed in this regard.

14.7 The rights and entitlements of the Purchaser(s) under this Agreement are restricted to the right and entitlement to receive the Purchaser's Apartment, membership to the clubhouse, and use of Facilities and Amenities, subject to the terms and conditions of this Agreement.

14.8 The Purchaser(s) shall at no time demand partition of the Purchaser's Apartment or the Project Building and/or the Project Land.

15. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

15.1 Promoters hereby represent and warrant to the Purchaser that to the best of their knowledge and awareness:

- (a) Promoter 2 has clear and marketable title with respect to the Larger Land subject to disclosed litigations as declared in the title report, and has the necessary rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (c) There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- (d) There are no litigations pending before any Court of law with respect to the Project Land except those disclosed in the title report;
- (e) That in the event of any new litigation being instituted or where the Promoter is made aware of any existing or pending litigation in respect of the Project Land, Promoter shall disclose these litigations to the Competent Authority in accordance with RERA;

- (f) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Project Land or Project Building are valid and subsisting and have been obtained by following due process of law;
 - (g) The Promoter 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 Purchaser(s) under this Agreement is prejudicially be affected;
 - (h) Other than the Joint Development Agreement, Promoter 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 Project Land which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
 - (i) Promoter confirms that Promoter is not restricted in any manner whatsoever from selling the Purchaser's Apartment to the Purchaser(s) in the manner contemplated in this Agreement.
- 15.2 Subject to the provisions of above, on formation of the Building Society or at such time as the Promoter deems fit, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Project to the Building Society.
- 15.3 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities.
- 15.4 To the best of Promoter's knowledge, no notice from the Government or any other Authority (including any notice for acquisition or requisition of the property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.
- 15.5 The Purchaser(s) hereby represents and warrants to Promoter that:
- (a) Purchaser(s) is/are not prohibited from acquiring the Purchaser's Apartment and Parking Space under any applicable law or otherwise;
 - (b) Purchaser(s) has/have not been declared and/or adjudged to be insolvent or bankrupt, and/or ordered to be wound up or dissolved, as the case may be;
 - (c) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Purchaser(s) or all or any of his /her/their/its assets and/or properties;
 - (d) none of the Purchasers(s) assets/properties are attached and/or no notice of attachment has been received under any applicable rule, law, regulation, or statute;
 - (e) no notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their/its involvement in any money laundering or any illegal activity nor is the Purchaser(s) declared to be a proclaimed offender and/or has a warrant is issued against him/her/it/them, which warrant is still pending and unresolved;
 - (f) no execution or other similar process is issued or levied against Purchaser(s) or against any of his/her/their/its assets or properties.
- 15.6 Promoters further covenant with Purchaser(s) that Promoter will indemnify and keep Purchaser(s) indemnified against all claims, actions, proceedings, demands, and losses which Purchaser(s) may sustain by reason of any defect in the title of Promoters to Larger Property.

16. **INDEMNITY**

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

17. **NO GRANT**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Apartment or of the Project or of the Project Building or any part thereof. The Purchaser(s) shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to Purchaser(s), and all Common Areas, and Common Facilities and Amenities, will remain the property of the Promoter until the Project is transferred to the Building Society.

18. **NOTICES**

18.1 All notices to be served on any Party as contemplated by this Agreement shall be deemed to have been duly served at the respective addresses mentioned hereinabove if sent by Registered Post Acknowledgement Due ("R.P.A.D."), reputed courier service or by hand delivery or by fax, or by email to the designated address/phone number/email id (as the case may be) first mentioned.

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

- (a) if personally delivered, at the time of delivery; or
- (b) if sent by courier or R.P.A.D., upon receiving written delivery confirmation; or
- (c) if sent by fax or email, upon receiving written confirmation of receipt from the Party upon whom such notice is served.

18.3 Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Purchaser's Apartment and if any such mortgage or charge is made or created prior to the sale and purchase of the Apartment under this Agreement, then Promoter shall secure release of the Purchaser's Apartment from such mortgage or charge. Notwithstanding anything contained in any other law for the time being in force and until the Promoter secures release of the Purchaser's Apartment from the mortgage or charge, that mortgage or charge shall not affect the right and interest of the Purchaser(s) who has agreed to purchase the Purchaser's Apartment.

20. **COSTS & EXPENSES**

The Purchaser(s) shall bear and pay all the amounts and Taxes including stamp duty, registration charges and all out-of-pocket costs, charges and expenses to be incurred on all documents for sale and/or transfer of the Purchaser's Apartment herein and on the transaction contemplated herein.

21. **BINDING EFFECT**

21.1 Forwarding a draft of this Agreement to the Purchaser(s) does not bind the Promoter in any manner, way, or form, unless – firstly, the Purchaser(s) executes this Agreement with all Annexures and Schedules, and makes all payments as stipulated in the Payment Plan; and secondly, if required,

presents himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement.

21.2 If the Purchaser(s) fails to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration on the date specified, the Promoter shall nevertheless be entitled to present this Agreement for registration in accordance with applicable law. In such circumstances, Promoter is entitled to use any amounts already paid by Purchaser(s) toward payment of stamp duty and registration charges, and recover the amounts spent, without interest, from Purchaser(s) in any subsequent invoice raised in accordance with the Payment Plan.

21.3 Promoter shall, in such an event, serve a written notice on the Purchaser(s) requiring the Purchaser(s) to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement within 15 (fifteen) days from the date of the notice failing which the Allotment Letter shall stand cancelled and all sums paid by the Purchaser(s) shall be refunded to the Purchaser(s) without Interest, subject to the Promoter's right to deduct a cancellation fee of ₹ 100,000 (Rupees One Lakh Only).

22. ENTIRE AGREEMENT

22.1 This Agreement along with its schedules, the Allotment Letter, and booking application constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any other emails, correspondences, or arrangements, whether written or oral, between the Parties in regard to the Purchaser's Apartment

22.2 The model flat, if constructed by the Promoter, and all furniture, items, electronic goods, and amenities displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, and walk through provided to the Purchaser(s) or made available for the Purchaser(s) viewing are representational and indicative and do not constitute, nor be interpreted as, a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Purchaser(s) shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Purchaser(s) under this Agreement.

22.3 This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements, if any, concerning the Apartment.

23. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

24. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

25. SEVERABILITY

If any clause or part thereof of this Agreement is held / ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that the remainder of this Agreement, shall not be affected, and shall remain valid, subsisting and binding on the Promoter and the Purchaser(s) and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held / ruled illegal or invalid.

26. **GOVERNING LAW & DISPUTE RESOLUTION**

26.1 This Agreement and all matters connected therewith shall be governed by Indian law and specifically applicable law in the State of Maharashtra. This Agreement shall be subject to the exclusive jurisdiction of the Courts at Pune, Maharashtra.

26.2 Any dispute between Parties shall be settled amicably within a period 30 (thirty) days, unless the Parties agree upon a longer period for resolution of their dispute. In the event the Parties fail to settle their dispute amicably, either Party shall be entitled to refer the dispute to the Competent Authority, for resolution in accordance with the provisions of RERA and Rules thereunder.

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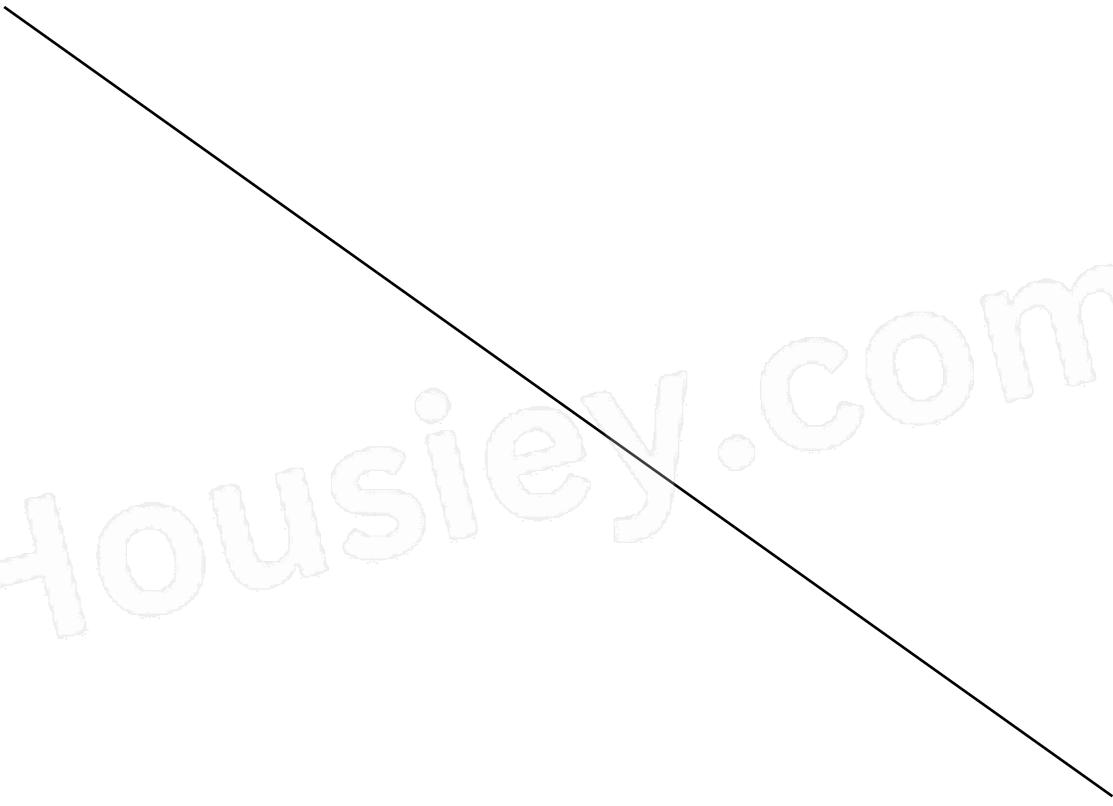
SCHEDULE – A

Description of Project Land

All that piece and parcel of the land admeasuring [] sq.mtrs out of [] Sq.Mtrs located in Survey Nos. [] situate at village Daighar Taluka Thane, District Thane and within the limits of Thane Municipal Corporation and the Registration District Thane, Sub-Registrar, Thane – 1, and which is bounded by as under:-

East :
South :
West :
North :

Along with rights to construct building/ bungalow/ row houses by using / consuming FSI/FAR/TDR of the said Plots together with the potential FSI/FAR/TDR of the said Plots, as per the revisions in the layout plan, till date, and future permissible FSI/FAR/TDR of the said Plots



SCHEDULE – B

Description & Layout of Purchasers Apartment

A [2BHK/3BHK] Apartment bearing No. [] on the [] Floor of Tower – [] of the Project having a Carpet Area of [] sq. meters. along with [] [covered/stilt/open] Parking Space(s) bearing No. []

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SCHEDULE – C
RERA Account Details

All payments made by Purchaser(s) towards Sale Consideration, Taxes as well as Deposits and Charges shall be made to the bank account designated by Promoters for this purpose, details of which are as follows:

Account Number	:
Name of Bank	:
Address	:
IFSC	:

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SCHEDULE – D

Specifications, Facilities & Amenities

1. The Common Amenities & Facilities of the Project are listed in the Specifications. Commissioning and operationalizing one or more of the Common Amenities & Facilities of the Project is subject to occupancy of not less than 65% of the sold Apartments. Subject to these conditions, Purchaser(s) agrees and accept that:
 - (a) all decisions in relation to the exact specification of equipment and facilities being provided, including but not limited to brand names, cost, dimensions, quality, and quantity will be determined by Promoter, at its sole and absolute discretion, at the appropriate time;
 - (b) the obligations of Promoter hereunder is to provide usable equipment.
 - (c) Promoter makes no promises, assurances or warranties in relation to the equipment provided and that all equipment, materials and services provided as part of Facilities and Amenities will be purchased from third party suppliers on such terms and conditions as the third party suppliers normally provide such equipment, materials, or services;
 - (d) all Facilities and Amenities are provided on an "as is" basis and are expressly and specifically excluded from the Promoters obligations under Clause 10 of this Agreement.
 - (e) the maintenance, management and operation all Facilities and Amenities shall be the responsibility of such agency as the Promoter may have appointed for this purpose or the Building Societies or Apex Society as the case may be and Promoter shall not be liable for the failure of or defects in the equipment, materials or services provided herein.
2. Purchaser(s) agrees that his/her/its/their use of the clubhouse and Facilities and Amenities are subject to the terms and conditions contained in the Agreement and/or rules, regulations or guidelines enacted by the Promoter or Building Societies for this purpose.
3. Elevators provided by the Promoter in Project Building (specifications, brands, quality, costs and other details to be decided by Promoter at its discretion) will be automatic lifts/elevators with automatic rescue device (if feasible), emergency call facility to security cabin (if feasible), back-up.
4. Intercom point (EPABX) connected to security in the living room or dining room of the Apartment. Specifications, line capacity, brands, quality, costs and other details to be decided by Promoter at its discretion at the relevant time.
5. Subject to the conditions set out in paragraph 1 above, the Promoter agrees to provide the following amenities:
6. Additional facilities as may be provided by the Promoter at its discretion (specifications, brands, quality, cost, colours, and other details to be decided by Promoter at its discretion)

<Specifications continue on the next page>

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SCHEDULE – E
Payment Plan

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SCHEDULE – F
Deposits & Charges

No.	Particulars	Amount (INR)
1.	Electric/Water connection charges/ deposits	At actuals to be paid to Promoter
	Gas Connection deposits / Charges	At actuals to be paid to Promoter
2.	Legal Charges	₹ [] (for 1/2/3/ BHK) ₹ [] (for Pods & Condos)
3	Formation and Registration of Society	Payable on demand

No.	Particulars	Amount (₹)
1.	Share Application Charges	Payable on Demand
2.	Corpus Fund	₹ []
3.	Maintenance charges along with 15% service charges of the Promoter	₹ [] (for 1 BHK) ₹ [] (for 2 BHK) ₹ [] (for 3 BHK)
4.	Municipal Taxes and Outgoings	As applicable

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SCHEDULE – G
Commencement Certificate

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ANNEXURE – 1
Definitions & Interpretation

I. **DEFINITIONS**

Unless otherwise agreed upon or stated to the contrary in the Agreement:

1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Maharashtra Real Estate (Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time.
2. "**Advance Amount**" means the total of all sums paid by the Purchaser(s) prior to, and simultaneous with the execution of this Agreement, not exceeding 10% of the Sale Consideration, excluding Taxes.
3. "**Agreement**" shall mean this agreement to sell the Purchaser's Apartment and includes all schedules and annexures attached hereto, as may be amended from time to time.
4. "**Apartment**" shall mean a dwelling unit, flat, premises, tenement, unit or by any other name called, being a separate and self-contained part of any immovable property located in the Project and intended to be used for any residential purposes in accordance with the terms and conditions of this Agreement.
5. "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Authority having jurisdiction over the Project Land which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and include the Act wherever the context so requires.
6. "**Architect**" shall mean such person or association of individuals registered as an architect under the provisions of the Architects Act, 1972.
7. "**Authority**" or "**Authorities**" shall mean any governmental authority, department, agency, instrumentality, section, board, corporation, office, unit or bureau of the Central Government or State Government and includes all local authorities, agencies, corporations including municipal corporations, municipal authorities, town planning councils, committees, panchayats, village accountants, revenue authorities, sub-registrars, development authorities or commissions, constituted under applicable law and vested with authority in matters relating to land, property and development thereon.
8. "**Apex Society**" shall mean the federation of Building Societies registered under the Maharashtra Cooperative Societies Act, 1960 and rules enacted thereunder.
9. "**Building Society**" shall mean the cooperative society or cooperative societies, registered under the Maharashtra Cooperative Societies Act, 1960 and rules enacted thereunder.
10. "**Carpet Area**" shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser, or verandah area and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment.
11. "**Common Areas of the Project**" shall mean the land comprising the Project including within it, staircases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements excluding parking spaces sold to Purchaser, terraces, parks, play areas, open parking areas and common storage spaces, premises for lodging of persons employed for management of the Project including accommodation for security personnel, installations of central services such as electricity, gas, water, sanitation, air-conditioning, incinerators, systems for water conservation and renewable energy, water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, community and commercial facilities

designated as common areas, and other portions of the Project as may be necessary for the maintenance and safety of the Common Areas, but excluding the Commercial Building.

12. "**Common Facilities and Amenities of the Project**" shall mean such facilities and amenities as the Promoter has agreed to complete and deliver no later than 10 (ten) months from the Completion Date.
13. "**Competent Authority**" shall mean the Real Estate Regulatory Authority constituted by the Government of Maharashtra under the provisions of RERA and rules enacted thereunder, as may be amended from time to time.
14. "**Completion**" shall mean finishing the development and construction of the Project and includes applying for and obtaining a partial Occupation Certificate or Occupation Certificate for the Project.
15. "**Completion Date**" means [___], on or before which the Developer shall complete the Development of the Project, unless extended by the Regulatory Authority in pursuance of an application to that effect.
16. "**Development**" means carrying out and completion all construction, electrical, engineering, and finishing operations on the Project Land in accordance with the Sanctioned Plan, as applicable to the Project.
17. "**Deposits and Charges**" shall mean all amounts payable by the Purchaser(s) to the Promoters in addition to the Sale Consideration, details of which are set out in Schedule – F attached hereto, including but not limited to all deposits and/or charges levied (whether prospectively or retrospectively) by any Authority, the Competent Authority, private supplier of electricity, water charges and/or any other amenity or facility and/or additional fire safety measures, infrastructure costs/charges/deposits, transformer/Sub Station/RMU costs connected work charges, HT/LT cables, meter panel charges, STP infrastructure or outgoings of any nature.
18. "**Designated Account**" means the bank account opened by the Promoters for depositing 70% of the amounts received from customers, as required under the Act, details of which account is set out in Schedule – C.
19. "**Disclosures**" shall mean the disclosures set out in this Agreement, made by Promoters to Purchaser(s) pertaining to Project, which disclosures have been understood, acknowledged, and accepted by the Purchaser(s).
20. "**Force Majeure**" means occurrences of wars, floods, drought, fires, epidemics, pandemics, cyclones, earthquakes or any other calamity caused by nature or events of an unforeseeable nature that disrupt, are capable of disrupting, or adversely affecting Development in the normal course.
21. "**Interest**" means the rate of interest payable under this Agreement by Promoter or Purchaser(s) as the case may be, which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
22. "**Limited Common Area**" any exclusive area(s) attached to and reserved for the exclusive use of one or more Apartments, including but not limited to private gardens and private terrace, in this Phase of the Project, to the exclusion of the other Apartment and expressly excluded from the Common Areas of the Project.
23. "**Occupancy Certificate**" shall mean the occupancy certificate, not including a Part O.C, or such other certificate by whatever name called, issued by the relevant Authority within whose jurisdiction the Project lies, permitting occupation of any building, tower, apartment, or complex as provided under local laws; and which building, tower, apartment, or complex has provision for civic infrastructure such as water, sanitation, and electricity in accordance with local law.
24. "**Parking Space**" shall mean a covered area as approved by a Authority and as per applicable development control regulations, sold to a Purchaser(s) for parking of one or more vehicles, excluding

motorized two-wheelers and cycles, which space or contiguous spaces may be located in the basements, stilt levels, podium levels, or space provided by mechanized parking arrangements or such other area as may be designated as parking spaces and approved by the Authorities, but shall not include a garage and/or open parking spaces.

25. "**Payment Plan**" shall mean the schedule for payments to be made by the Purchaser, details of which are set out in Schedule – E attached to this Agreement.
26. "**Permissible Deviation**" shall mean the allowed variance, as stated in this Agreement, between the Carpet Area of the Apartment as stated in this Agreement and the final Carpet Area of the Apartment as measured immediately prior to handing over possession of the Apartment to the Purchaser, which deviation shall not exceed 3% (two percent) of the Carpet Area stated herein.
27. "**Project**" shall mean the development, construction and completion of the complex presently named "**Provident Palmvista B1**", comprising residential apartments.
28. "**Project Building**" shall mean tower E or tower F of the Project in which the Purchaser's Apartment is situated.
29. "**Possession Date**" shall mean the date calculated as a period of 90 (ninety) days from the day following the date on which a copy of the Occupancy Certificate is sent to Purchaser(s) by email.
30. "**Possession Intimation**" shall mean the written or oral notification sent by Promoter to Purchaser(s) informing Purchaser(s) that Purchaser's Apartment is ready for inspection, and may also contain details of balance amounts due and payable by Purchaser(s) to Promoter, interest due on delayed payments if any, Deposits and Charges payable, amongst other details.
31. "**Sanctioned Plan**" shall mean the provisionally approved site plan, building plan, service plan, covered parking and circulation plan, landscape plan, layout plan, zoning plan, and such other plan to the extent applicable to the Project.
32. "**Sale Consideration**" shall mean the amount as stated in this Agreement that the Purchaser has agreed to pay to the Promoter for the Purchaser's Apartment, including but not limited to the price of land, construction of the Project, internal development charges, external development charges, taxes, cost of provisioning and providing all Facilities and Amenities in the Project.
33. "**Specifications**" means the specifications of fixtures, fittings and amenities used in the construction and development of the Project and set out in **Schedule – D** attached hereto.
34. "**Taxes**" shall mean all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments, duties, levies, cesses, surcharges, impositions, fees or other amounts payable to any Authority including but not limited to central goods and services tax, state goods and services tax, integrated goods and services tax, other indirect taxes thereon, whether payable now or as may become payable in the future, under this Agreement and in relation to the transaction of sale and purchase of the Apartment.
35. "**Warranty Exceptions**" shall mean all the fixtures, fittings and items listed in **Annexure – 2** attached to this Agreement and located in the Apartment, Common Areas of the Project, the Towers, or Common Amenities and Facilities of the Project, which are excluded from the provisions of Clause 11.

II. INTERPRETATION

1. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. In this Agreement where the context admits:

- (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neuter shall include each other;
- (d) any references to a "company" shall include a body corporate;
- (e) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (f) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (g) the expression "Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (h) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (i) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day, then the period shall include the next following business day;
- (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

ANNEXURE – 2
Warranty Exceptions

Promoter shall not be liable to repair or replace the following items, which are not covered under the Promoters defect remediation liability. Where applicable and provided a manufacturer, vendor, and/or supplier has offered warranty terms, the Promoter shall pass-on such warranty on the same terms and subject to the same conditions offered by such manufacturer, vendor, and/or supplier.

Items excluded from warranty and defect liability are:

- (a) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. No guarantees on abuse. Polishing and laminates are also not covered.
- (b) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.
- (c) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers etc., and glass.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) Tiles for flooring and dado.
- (f) Natural stones – thresholds/cooking platform/counters for washbasins.
- (g) SS sink – set complete for defects arising NOT out of manufacturing.
- (h) Conduits used for electrical works, cables/wires.
- (i) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (j) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (k) Fire fighting – hose reel and sprinklers, supply lines/joints.
- (l) Railings – in glass, stainless steel against breakage and rusting.
- (m) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightening arrestors, earth pits, AC units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX , Transformers, CCTV and allied works.
- (n) Limited warranty against waterproofing – covered up to the warranty provided by the vendors for this activity.
- (o) any other fixture provided such as signage's, post boxes, lockers provided at clubhouse including the furniture, light fixture, exhaust fans, etc.,
- (p) All false ceiling materials provided for lobbies and toilets.
- (q) Paints for the units as well as external, Marking for driveways, parking marking, column edge protections, road/drive way humps, pavers, traffic – mirrors.
- (r) STP's, WTP's, Panels, and all other service equipment – with limited warranty as provided by the manufacturer.

ANNEXURE – 3

Purchaser(s) Covenants – Restricted & Prohibited Activities

To maintain the aesthetics of the Project Building and to ensure the quiet and peaceful enjoyment by all the purchasers and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Apartment, the Project Building and the Larger Property, the Purchaser(s) agree and covenant as follows:

- (a) If the Purchaser(s) or members of the Purchaser(s) family or any servant or guest of the Purchaser(s) violate any one or more of the covenants and prohibited actions listed below, then the Purchaser(s) shall immediately take remedial action and shall also become liable to pay a sum of ₹ 5000/- (Rupees Five Thousand Only) plus applicable Taxes to the Promoter on each occasion on which the violation is committed:
- (i) Not to affix any fixtures or grills on the exterior of the Project Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Purchaser(s) may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Purchaser(s) from the Promoter and the Purchaser(s) undertakes not to fix any grill having a design other than the standard design approved by the Promoter.
- (ii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the Larger Property and the Project Building.
- (iii) Not to at any time cause or permit to be caused any public or private nuisance in or upon the Apartment, Project Building or Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of other premises in the Project Building or to the Promoter. The Purchaser(s) shall ensure that the Purchaser(s) pets and/or domesticated animals, if any, in or upon the said Premises, the Project Building or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Project Building / Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Project Building / Larger Property and or the lifts installed in the Project Building.
- (iv) Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the Project Building and/or open spaces nor litter or permit any littering in the Common Areas or around the Apartment and/or the Project Building and at the Purchaser(s) own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Project Building and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant Authorities.
- (v) Not to do either by himself / herself / itself/ themselves or through any other person anything which may or is likely to endanger or damage the Project Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Project Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project Building.
- (vi) Not to display / permit to be displayed at any place in/upon the Project Building or Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Purchaser(s) shall not stick or affix pamphlets, posters or any paper on the walls of the Project Building or common area therein or in any other place or on the window, doors and corridors of the Project Building.

- (vii) Not to allow debris and waste materials resulting from any interior decoration work, fit-outs, renovations, modifications, carpentry or other allied works to be accumulated or placed in the Common Areas or Facilities and Amenities or in any area within the Project Building/Larger Property and make suitable arrangement, at the Purchaser(s) cost and expense, for removal of any and all such debris on a daily basis.
- (b) Upon formation and registration of each Building Society and admitting Building Societies in the Apex Society, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Purchaser(s) with the Building Society and if the Purchaser(s) does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Purchaser(s) to the Building Society in the Building Society's account.
- (c) Not to install a window air-conditioner within or outside the Apartment. If found that the Purchaser(s) has affixed a window air conditioner or the outdoor condensing unit which projects outside the Apartment, the Purchaser(s) shall forthwith become liable to pay a sum of ₹ 15,000/- (Rupees Fifteen Thousand only) plus applicable Taxes. If the Purchaser(s) does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Purchaser(s) to the Building Society in the Building Society's account.
- (d) The aforesaid amounts shall be payable by the Purchaser(s) in addition to the cost of rectification for the default committed. In the event the Purchaser(s) fails to rectify the default within 15 (fifteen) days from committing such default at the Purchaser(s) own cost, then Promoter shall be entitled to send a notice to the Purchaser(s) intimating the Purchaser(s) that Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the Apartment to rectify such defect. After such 48 (forty-eight) hour period, Promoter through its agents, shall have a right to enter the Apartment and dismantle, at the Purchaser(s)' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is / are in contravention of the terms contained in this Annexure – 3.

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ANNEXURE – 4
RERA Registration Certificate

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement on the day first above written.

SIGNED AND DELIVERED by)
Provident Housing Limited (*Promoter 1*))
 through its Authorized Signatory)

SIGNED AND DELIVERED by)
Glory Township LLP (*Promoter 2*),)
 Represented by their Regd. Power of Attorney,)
 Provident Housing Limited)
 through its Authorized Signatory)

SIGNED by)
Purchaser(s))
 1.)
 2.)

In the presence of the following witnesses:

1.		Name:
		Address:

2.		Name:
		Address: