

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("Agreement") made and executed at the PLACE and on the DATE mentioned in **Item No. 1** and **Item No. 2** respectively of the **FIRST SCHEDULE** hereunder written

BETWEEN

JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED, a company under the provisions of Companies Act, 2013 and having its registered office at SP Centre, 41/44, Minoo Desai Marg, Colaba, Mumbai - 400005 (hereinafter referred to as "**Joyville**" or "**the Promoter**") (CIN: U70109MH2007PTC166942) (GSTIN No. 27AACCD9800E1ZV) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

The person/s specified in **Item No. 3** of the **FIRST SCHEDULE** hereunder written (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 or individuals his/her/their respective heirs, executors, administrators and permitted assigns and in case of a body corporate its successors, and permitted

assigns and in case of a partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of Limited Liability Partnership (LLP) include the heirs, executors, administrators and legal representatives and the partner or Partners for time being of the LLP) of the **OTHER PART**.

WHEREAS:

1. (a) By and under a Deed of Conveyance dated 7th December, 2017 executed and registered at Serial No. 16611 of 2017 dated 7th December, 2017, before the Sub-Registrar of Village Maan, Taluka - Mulshi, District - Pune, Galina Consultancy Services Private Limited ("**Galina**") sold, transferred, conveyed and assigned all their rights, title and interest in respect of property admeasuring in the aggregate 13 Hectares 34.93 Ares (approx. 32.98 Acres) comprised in Survey No. 98 Hissa No. 1; Survey No. 98 Hissa No. 2; Survey No. 99 Hissa No. 1; Survey No. 101 Hissa No. 3; Survey No. 99 Hissa No.2; Survey No. 99 Hissa No. 3; Survey No. 99 Hissa No. 4 and Survey No. 101 Hissa No. 2 at Village Mann, Taluka Mulshi, District Pune, more particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**Larger Land**" in favour of Joyville. The Larger Land as per 7/12 is 13 Hectares 34.93 Ares and as per survey demarcation is 13 Hectares 21.54 Ares. The Larger Land is shown delineated in Green colour boundary line on the plan annexed hereto and marked as **Annexure "A1"**;
- (b) By and under a Deed of Grant of Right of Way dated 7th December, 2017, registered at Serial No. 16607 of 2017, Parag S. Mate, Sayyad Mohammad Javed and Dilip R. Thacker alongwith the confirmation of Galina granted a right of way in favour of Joyville in respect of the property bearing Survey No. 32 admeasuring 2,760 square meters, Survey No. 33 (Part) admeasuring 4,657 square meters, Survey No. 42 (Part) admeasuring 3,956 square meters, Survey No. 46 admeasuring 34 square meters, Survey No. 47 admeasuring 7,918 square meters for the purposes of accessing the Larger Land;
- (c) Out of the Larger Land mentioned hereinabove, an area admeasuring (i) 41759.53 square meters for/towards 110 meters road widening, (ii) 820.47 square meters for/towards 18 meters road widening, (iii) 13565.17 square meters for/towards Amenity Space; aggregating to 56145.17 square meters; have been handed over

to the PMRDA as per Regional Plan in lieu of FSI/TDR by and under a Deed of Conveyance dated 4th February, 2020 executed and registered at Serial No. 793 of 2020, before the Sub-Registrar of Mulshi (Paud), Taluka - Mulshi, District - Pune ("**Handed Over Portions**");

- (d) Joyville is in the process of developing the land forming part of the Larger Land separately as Plot 1 on land admeasuring approximately _____ square meters and Plot 2. Plot 2 is referred to as "**Specified Land**" and is admeasuring approximately _____ square meters wherein _____ towers or such other number of towers/buildings as may be sanctioned from time to time subject to applicable laws are proposed for construction on the Specified Land, as more particularly described in **THIRD SCHEDULE** hereunder written;
 - (e) By Development Permission and Commencement Certificate vide order No. 1420/17-18 dated 27th March, 2018, the Pune Metropolitan Region Development Authority (hereinafter **PMRDA**) has sanctioned the layout for the Larger Land and subsequently has been further amended as mentioned in **Item No. 4** of the **FIRST SCHEDULE** from time to time. The Promoter reserves the right to alter, amend and modify the Larger Layout or any part thereof in accordance with applicable laws.
2. Plot - 1 and Plot - 2 together form part of a single layout for development sanctioned by the PMRDA ("**Larger Layout**"). The plan showing Plot -2, being the Specified Land, as demarcated in blue colour boundary line and Plot - 1 as demarcated in red colour boundary line is annexed hereto as **Annexure "A1"** hereunder written. For the purpose of this Agreement, the Specified Land alongwith the towers/buildings to be constructed thereon and amenities to be provided therein is referred to as the "**Layout**", which is subject to changes as may be required in the interest of the Project under the provision applicable Laws. Development on Plot - 1 and Plot - 2 comprises of different projects having multiple towers/buildings as may be decided by the Promoter for the purpose of development of Larger Layout and both plots shall have separate and distinct areas, amenities and facilities. The Promoter has named the project to be constructed and developed on the Specified Land in phases and having multiple towers/buildings as mentioned in **Item No.21** of the **FIRST SCHEDULE**;
3. Promoter has/shall appoint/ed Shapoorji Pallonji And Company Private Limited as Development & Marketing Manager (DMM) for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of project(s) on the said Specified Land;

4. By trade license agreement dated October 28, 2015, Shapoorji Pallonji And Company Private Limited, has granted the Promoter license to use the trade mark of Shapoorji Pallonji and Company Private Limited, on the terms and condition contained therein;
5. By and under an Indenture of Mortgage dated 30th March, 2019, executed by the Promoter, therein referred to as the 'Mortgagor' in favour of Housing Development Finance Corporation Limited, therein referred to as the 'Mortgagee' and registered with the office of the Sub-Registrar of Assurances at Mulshi under Serial No.MLS-1383 of 2019 ("**HDFC Mortgage**"), the Promoter has mortgaged, inter alia, the Larger Land including the units and receivables in the Project on the terms and conditions contained therein;
6. The Promoter intends to develop the Specified Land by constructing thereon about _____ towers or such other number of towers/buildings as may be sanctioned from time to time subject to applicable laws;
7. The Promoter has registered tower/s as mentioned in **Item No. 5** of the **FIRST SCHEDULE** under the provisions of RERA with the Real Estate Regulatory Authority at Mumbai under the name mentioned in **Item No. 6** of the **FIRST SCHEDULE**, bearing registration number mentioned in **Item No. 7** ("**Project**") authenticated copy of which is annexed hereto and marked Annexure "**A2**";
8. The Promoter proposes to construct/is constructing the towers as mentioned in **Item No. 5** of the **FIRST SCHEDULE** having Basement + Stilt + upper floors mentioned in **Item No. 8** of the **FIRST SCHEDULE** on the land forming part of the Specified Land and more particularly described in **FOURTH SCHEDULE** hereunder written and shown on the plan thereof hereto annexed and marked as Annexure "**A1**" and thereon shown surrounded by purple colour verged lines (hereinafter referred to as "**Project Land**");
9. This Agreement is for tower as mentioned in **Item No. 9** of the **FIRST SCHEDULE** which shall be constructed as may be permissible and sanctioned by the concerned authorities from time to time by utilizing part of the Floor Space Index (*as defined hereinafter*) as may be available and in accordance with the plans that may be sanctioned by the concerned authorities from time to time. It is clarified that as per the existing building plan approvals, only a part of the presently available development

potential in respect to the Specified Land is being utilised in the course of construction of the proposed floors of tower/s as mentioned in **Item No. 5** of the **FIRST SCHEDULE** and the Promoter shall from time to time make applications to the PMRDA for amendments to the approved plans and for issuance of further CC such that part of the development potential of the Specified Land, as may be decided by the Promoter, is consumed in the course of construction of the proposed floors of respective towers on the Specified Land and accordingly, the plans for construction of the proposed floors of respective towers on the Project Land are subject to further modifications as per applicable laws. The Promoter intends to get the existing approvals revised, renewed and altered under the provision of applicable Laws for consumption of remaining F.S.I., TDR, and all other permissible F.S.I. to be used and utilized on the Specified Land as may be approved by PMRDA as per the Development Control Regulations in force from time to time. The Purchaser/s shall not raise any objection to the proposed construction of the additional floors, towers, buildings irrespective of whether the same is constructed or not subject however to the applicable laws;

10. The Purchaser/s, being desirous of purchasing a Residential Flat in **Tower** as mentioned in **Item No. 9** of the **FIRST SCHEDULE** to be constructed on part of the Specified Land, has/have inspected photocopies of the title documents, and other relevant documents and the various plans and connected papers made available by the Promoter at the time of booking and registration of this Agreement. A copy of the Certificate of Title in respect of the property described in the SECOND SCHEDULE issued by M/s. DSK Legal is hereto annexed and marked Annexure "**A3**". A copy of the 7/12 Extract of the said Specified Land is hereto annexed and marked Annexure "**A4**." A copy of the Floor Plan of the said Residential Flat is delineated in red colour and is hereto collectively annexed and marked Annexure "**A5**". The copies of the existing approved Development Permission and Commencement Certificate (CC) along with approved Larger Layout plan granted by the PMRDA are hereto annexed and marked as Annexure "**A6**";

11. On demand from the Purchaser/s, the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Specified Land and the plans, designs and specifications prepared by the Promoter's Architect M/s Crystal Arch and of such other documents specified under the RERA and Maharashtra Rules at the time of booking and registration of this Agreement including :-

- i. Title certificate;
- ii. Approved Larger Layout Plan;
- iii. Sanctioned Plans;
- iv. Commencement Certificate;
- v. 7/12 Extract of the said Project Land;
- vi. The PMRDA approved Unit Plans.

12. The Purchaser/s has/have agreed to purchase a residential flat, bearing Flat No. **and** Floor No. as mentioned in **Item Nos. 10 and 11** of the **FIRST SCHEDULE** in Tower mentioned in **Item No. 9** of the **FIRST SCHEDULE** ("Residential Flat") admeasuring Carpet Area as mentioned in **Item No. 12** of the **FIRST SCHEDULE** to be constructed on the said Project Land, together with the right to use Parking Space/s as mentioned in **Item No. 13** of the **FIRST SCHEDULE** incidental to said Residential Flat together with the right to use and maintain the appurtenant areas as mentioned in **Item No. 14** of the **FIRST SCHEDULE**: as more particularly described in the FIFTH SCHEDULE hereunder written subject to the terms and conditions mentioned herein;

13. At or before entering into this Agreement, the Purchaser/s has/have examined and satisfied himself/themselves about the title of the Promoter to the said Specified Land as also the rights of the Promoter to sell and transfer the said Residential Flat and other dimensions and specifications of the said Residential Flat agreed to be sold to the Purchaser/s by the Promoter as per the terms and conditions contained in this Agreement and its right. The Purchaser/s shall not raise any requisition or objection whatsoever hereafter;

14. The list of fixtures, fittings and amenities, with detailed specifications are given in **Annexure B** hereunder written ("**General Specifications**"). It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/alter/substitute the said General Specifications in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter subject however to the applicable law. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Residential Flat on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Consideration

on account of such change/substitution. It is clarified that the General Specifications are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the General Specifications may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Residential Flat with the General Specifications is handed over by the Promoter to the Purchaser/s, thereafter in case of any operational issues or malfunctioning of the General Specifications, the Purchaser/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective General Specifications (if applicable).

15. The Promoter has informed the Purchaser/s that the Promoter has entered into/will be entering into separate Agreements with other purchasers in the towers to be constructed on the Specific Land.
16. As required by section 13 of the RERA and section 4 of the MOFA the Promoter and the Purchaser/s is/are entering into this written agreement.
17. The Promoter has presently appointed Crystal Arch as Liaison Architect who are registered with PMRDA and have also appointed G.A. Bhilare Consultants Private Limited as structural engineers for preparation of the plans, structural design and drawings of the Towers being constructed on the said Specified Land. The Purchaser accepts the professional supervision of the said Liaison Architect and the said Structural Engineer till the completion of all the Towers on said Specified Land. The Promoter shall be entitled to change the Liaison Architect and/ or structural engineer at their discretion and the Purchaser(s) hereby confirms that he/she/it/they shall not have any objection to the same.
18. The Income Tax Permanent Account Number/s of the Parties are as mentioned in **Item No. 15** of the **FIRST SCHEDULE**.
19. The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;
20. The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Residential Flat in the said Project in the manner hereinafter appearing.

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

1. DEFINITION AND INTERPRETATION:

(i) Definition

In this Agreement, unless the context otherwise requires (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- (a) **“Agreement”** shall mean this agreement for sale along with the schedules and annexures enclosed hereto as amended from time to time.
- (b) **"Association"** shall mean the body to be created of the purchasers of the Residential Flats in the Project, which may be a co-operative housing society or a limited liability company or an association of flat purchasers as contemplated in the Maharashtra Apartment Ownership Act, 1970.
- (c) **“Apex Body/Federation”** shall mean the body to be created of all the associations (including the Association) formed in the Larger Layout / Specified Land for the purpose of holding the ownership of the Larger Land / Specified Land and all the basements, common areas and common amenities and facilities including for the purpose of maintaining the same and allied functions; as may be decided by the Promoter in its sole discretion as the object of such Apex Body/Federation.
- (d) **“Balcony”** means the area of the exclusive balcony/ies, which is/are appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser/s.
- (e) **"Carpet Area"** means the net usable floor area of the said Residential Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Residential Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Residential Flat.
- (f) **"Common Areas"** shall have the meaning as defined in **Clause 14.**
- (g) **“Parking Space(s)”** shall mean space meant/dedicated for parking on the said Specified Land and described in the FIFTH SCHEDULE hereunder written for

parking of vehicles (Cycle/Scooter/Car in a proportion as decided and permitted by the Promoter) of the Purchaser which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include a garage and/or open parking space(s).

- (h) **"Demand Letter"** shall mean the letter/demand/invoice/bill/or such other document known by any other name which is sent by the Promoter or its authorized agent acting on its behalf to the Purchaser/s demanding payment towards the installments/taxes/other charges/Interest either now or in the future to be paid by the Purchaser/s including in the manner set out in the Payment Schedule under **Clause 4** of this Agreement.
- (i) **"Floor Space Index" or "F.S.I"** shall mean floor space index as defined in the applicable Development Control Regulations and shall also include additional F.S.I which is obtained by the Promoter on payment of premium to PMRDA or other statutory authorities and F.S.I. granted by PMRDA in lieu of handing over of land under D.P. Road and municipal reservation and amenities space.
- (j) **"Force Majeure Events"** shall include the following:
- (i) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, epidemics, famine or plague;
 - (ii) Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders;
 - (iii) Radioactive contamination or ionizing radiation;
 - (iv) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - (v) Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
 - (vi) Strikes, lockouts or other labour difficulties;
 - (vii) Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;
 - (viii) Any delay in payments stipulated in this Agreement by the Purchaser/s;
 - (ix) Any default by the Purchaser/s of the terms and conditions of this Agreement;
 - (x) Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the said Project/ Layout;

(xi) Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Promoter and if there is no delay in issuance of occupation certificate and / or building completion certificate by the PMRDA and / or Planning Authority or any local issues/litigation which may hamper the implementation of the Project including:

- (a) Any Act, Regulation or restraint constituting a change in Law;
- (b) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
- (c) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority;

(xii) Other force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or their agents.

(k) "**GST**" shall mean The Goods and Service Tax Act, 2017, a comprehensive indirect tax levy on manufacture, sale and consumption of goods as well as services.

(l) "**Interest**" shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as "MCLR") of State Bank of India (hereinafter referred to as "SBI") plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.

(m) "**Larger Layout**" shall mean the sanctioned layout approved by PMRDA in respect of Plot - 1 and Plot - 2, being the Larger Land from time to time and shall also include lands that may be amalgamated with the said Larger Land.

(n) "**Layout**" shall mean the sanctioned layout approved by PMRDA applicable to the Specified Land from time to time and forming part of the Larger Layout.

(o) "**Maintenance Charges**" shall mean charges and taxes/levies to be paid by the Purchaser/s in respect of maintaining the Towers and Common Areas contained within the said Specified Land.

- (p) **"PMRDA"** shall mean the Pune Metropolitan Region Development Authority.
- (q) **"Maintenance Company"** shall mean the Promoter and/or any agency to be appointed by the Promoter for managing the affairs and management post construction until such management is handed over to the Association/Apex Body/Federation.
- (r) **"Maharashtra Rules"** shall mean the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, rates of interest and disclosures on Website) Rules, 2017 read with any other applicable RERA rules and regulations for Maharashtra.
- (s) **"MOFA"** shall mean the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- (t) **"MOFR"** shall mean the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, etc.) Rules, 1964.
- (u) **"Other Charges"** shall have the meaning as defined in **Annexure C**;
- (v) **"Possession Date"** shall mean the date more particularly mentioned in **Clause 12** of this Agreement.
- (w) **"Project Land"** shall mean the land described in the FOURTH SCHEDULE hereunder written.
- (x) **"Project"** shall mean and include the Tower/Towers being developed by the Promoter on the said Project Land as mentioned herein.
- (y) **"RERA"** shall mean The Real Estate (Regulation and Development) Act, 2016.
- (z) **"Sale Consideration"** shall mean sale price of the Residential Flat specified in clause 3 of this Agreement.
- (aa) **"Services"** shall, for the purpose of this Agreement, mean water supply area, drainage systems, electrical plants appliance and cabling, ventilation for the

building, lift wells for installation of lifts, firefighting systems, etc. the provisioning for which is done in the RCC structure of the Towers.

(bb) **"Specified Land"** means the land described in the THIRD SCHEDULE hereunder written.

(cc) **"Structural Defect"** shall mean any defects/damages caused to the structural members of the Towers, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Towers by reason of which the Purchaser/s is prevented from the use and enjoyment of the Residential Flat or the Common Area. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Purchasers of the Residential Flats or due to the following events:-

- i) Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
- (ii) Acts of war, hostilities (whether war be declared or not), due to which the building is attacked;
- (iii) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

(dd) **"TDR"** shall mean Transferable Development Right as defined in the Development Control Regulation applicable to the said Specified Land /Larger Land and which may be procured by the Promoter for utilization of the same for the Project / Layout / Larger Layout.

(ee) **"TDS"** shall mean Tax Deducted at Source, wherein the Purchaser/s, responsible for paying to the resident Promoter any sum by way of consideration, which for the purposes of TDS as per the applicable provisions of the Income-tax Act, 1961 includes all charges of the nature of club membership fee, car parking fee, electricity and water facility fee, maintenance fee, advance fee or any other charges of similar nature, which are incidental to transfer of any Residential Flat more particularly set out in **Clause 3** to this Agreement, shall, at the time of credit of such sum to the account of such Promoter or at the time of payment of such sum by issue of a Cheque or Demand Draft or by any other mode, whichever is earlier, deduct an amount equal to 1% (one percent) of the amount so payable or at the rate as applicable at the relevant time, under the Income-tax Act, 1961.

(ff) "**Residential Flat**" shall mean the residential flat mentioned in Clause 2(a) hereinafter.

(gg) "**Towers**" shall mean the proposed building/s comprising of the said Project being constructed on the said Project Land.

(ii) Interpretation

- (a) The Parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of this Agreement;
- (b) Words importing the singular include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
- (e) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (f) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- (h) The mention of the provisions of the MOFA and the MOFR in this Agreement is by way of reference to the statutory provisions. If the provisions of the MOFA and/or the MOFR are repealed or impliedly repealed then the same shall cease to apply and shall not be read as part of this Agreement.

2. SALE:

- (a) The Purchaser/s has/have requested the Promoter and based on the request, the Promoter has agreed to sell to the Purchaser/s on "ownership basis" and the Purchaser/s has/have agreed to buy from the Promoter, the said Residential Flat being flat No. , floor no. , Tower 1, Carpet Area together with the right to use Parking Space/s incidental to said Residential Flat and to use and maintain appurtenant areas as mentioned in **Item Nos. 10, 11, 9, 12, 13 and 14 of the FIRST SCHEDULE** respectively to be constructed on the said Project Land and more particularly described in the **FIFTH SCHEDULE** hereunder written at and for the Sale

Consideration and on the terms and conditions contained herein. For the removal of doubts, it is hereby clarified that the admeasurements of Carpet Area and other appurtenant areas of the said Residential Flat as mentioned herein are based on unfinished areas.

- (b) At the request of the Purchaser/s, the Promoter has agreed to permit the Purchaser/s, the right to use the Parking Space(s), incidental to the said Residential Flat, provided however that such right shall be subject to variation/modification as may be made by the Association in respect thereof.
- (c) It is expressly understood by the Purchaser/s, that the said Residential Flat shall be used for the purpose of residence only.
- (d) The Purchaser/s agree(s) and confirm(s) that all parking spaces within the Project/Layout/ Larger Layout will be dealt with by the Promoter in the manner it deems fit and in accordance with the applicable laws. The Purchaser/s hereby declare(s) and confirm(s) that the Purchaser/s does/do not require any other parking space(s) and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project/Layout/ Larger Layout and/or any such right, title, interest accruing even at a future date. The Purchaser/s further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of parking space(s) done by the Promoter and/or the Association and/or the Apex Body/Federation of the Project/Layout/ Larger Layout at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that the Promoter and/or the Association and/or the Apex Body/Federation of the Project/Layout/ Larger Layout shall deal with the parking space(s) in the manner the Promoter and/or the Association and/or the Apex Body/Federation of the Project/Layout/ Larger Layout deems fit, subject to the Applicable Laws and the terms of bye-laws and constitutional documents of the Association and/or the Apex Body/Federation of the Project/Layout/ Larger Layout.
- (e) It is further expressly understood by the Purchaser/s, that the said Parking Space(s) shall be used for the purpose of parking vehicle(s) only.
- (f) The Purchaser/s cannot sell and/or transfer the Parking Space(s) allotted to him/her/them independently and the same can be done only if the said Residential Flat is sold or transferred by him/her/them.

3. SALE CONSIDERATION:

- (a) The Promoter shall sell and transfer to the Purchaser/s and the Purchaser/s shall purchase and acquire from the Promoter, the said Residential Flat on "**ownership basis**" for which the total Sale Consideration receivable by the Promoter towards the sale of the said Residential Flat shall be as mentioned in Item No. **16** of the **FIRST SCHEDULE**.
- (b) The aforesaid Sale Consideration is exclusive of the payment of "**Other Charges**" as defined in **Annexure "C"**, which Other Charges are subject to applicable TDS to be deducted by the Purchaser/s. All applicable taxes, duties, levies, cesses, statutory charges etc. including GST as are levied or which may be levied hereafter on the Other Charges shall be borne and paid by the Purchaser/s.
- (c) All taxes, duties, levies, cesses, statutory charges including GST, Service Tax and Other Charges (including any taxes thereon) as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the Purchaser/s alone and the Promoter shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof.
- (d) Out of the aforesaid Sale Consideration, the Purchaser/s has/have paid a sum as mentioned in **Item No. 17** and shall pay the balance of the Sale Consideration subject to and in the manner provided herein.
- (e) 10% of the Said Consideration shall be treated as Booking Amount for the purpose of this Agreement;
- (f) The timely payment of Sale Consideration is the essence of this Agreement, and the Purchaser/s shall pay the balance Sale Consideration and all Other Charges payable under this Agreement without any default as per the Payment Schedule set out in **Clause No. 4** hereunder;
- (g) The Purchaser/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration, charges of the nature of infra & development charges, society formation, club membership fee, water, electricity, drainage, sewerage connection, maintenance fee, advance fee or any other

charges of similar nature, which are incidental to transfer of the said Residential Flat and promptly deposit the TDS amount with the concerned authority. The Purchaser shall without fail within **30 (thirty) days** from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Purchaser/s fail to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified herein, then in such events, the Purchaser/s shall be liable to bear and pay Interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.

- (h) The Purchaser/s shall also be liable to compensate the Promoter for any interest/penalty/loss incurred by the Promoter on account of the Purchaser's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Promoter.
- (i) The Purchaser/s hereby agree/s that the Purchaser/s shall also be liable to pay all taxes, levies, statutory charges etc. including GST, and Service Tax imposed on or applicable to the transfer and sale of the said Residential Flat with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.
- (j) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the Demand Letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- (k) The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Promoter and Purchaser/s hereto.

4. PAYMENT OF INSTALLMENTS AND OTHER CHARGES:

A. Payment Schedule

- (a) Upon completion of each stage of construction ("**Milestones**"), the Promoter shall issue Demand Letters/Payment Notices ("**Demand Letter**") to the Purchaser/s, for payment of the balance Sale Consideration, payable in such installments as more particularly defined within the Payment Schedule ("**Installments**") annexed hereto as **Annexure "E"**.
- (b) The Purchaser/s assures the Promoter that the balance Sale Consideration will be paid as per the Payment Schedule, time of payment of each Installment against the completion of each Milestone as defined therein, being the essence of this Agreement.
- (c) The decision of the Architect (appointed by the Promoter from time to time) with regard to the completion of each Milestone shall be final and binding on the Purchaser/s and the Purchaser/s shall pay the balance Sale Consideration installments and all Other Charges mentioned in **Annexure "C"** within the due dates as would be mentioned in the Demand Letter.
- (d) The Purchaser/s and/or his/her/their transferee shall additionally be liable to pay all applicable taxes, duties, levies, cess, statutory charges including GST, Service Tax or Other Charges existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each installment of amounts payable under this Agreement, with retrospective effect, if so required by law.

B. Prompt Payment

- (a) The Purchaser/s assures the Promoter that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Promoter has informed the Purchaser/s and the Purchaser/s is/are fully aware that any delay or default in payment by the Purchaser/s could jeopardize the said Project as well as expose the Promoter to financial losses and also affect the other purchaser/s by way of delays in the timely completion of the Project;
- (b) The Promoter shall intimate to the Purchaser/s as and when the installments are due and the Purchaser/s shall pay all such amounts forthwith and in any case within **21 (twenty one) days** from the date of such Demand Letter. In case of any delay in the payment of any of the installment amounts or any other amounts under this Agreement, then without prejudice to the other rights and remedies available with the Promoter, the Purchaser/s shall be liable to pay Interest on the outstanding amount for the period of delay.

C. Payment Terms and Conditions

- (a) All payments to be made by the Purchaser/s to the Promoter under this Agreement shall be made by Cheque/Demand Draft/Pay Order/NEFT/RTGS/Wire Transfer payable at Mumbai in favour of the Promoter, and shall be considered to have been received by the Promoter only when the amount receivable is confirmed as credited into the bank account of the Promoter, the bank account / wire transfer details of which shall be provided from time to time.
- (b) The Promoter's Bank Account/Wire Transfer Details are to be used by the Purchaser/s for the purpose of making all payments to the Promoter under this Agreement and are payable in favour of the Promoter's Account Name only.
- (c) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Purchaser/s account and only the net amount so received from the Purchaser after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Purchaser/s account;
- (d) In case of any cheque being dishonored, a sum of Rs. 1,000/- (Rupees One Thousand only) would be debited to the Purchaser's account and the same shall be forthwith payable by the Purchaser. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Purchaser/s. Any taxes on the above amounts shall also be borne and paid by the Purchaser/s;

D. Lien/Charge

- (a) The Promoter shall have the lien and charge on the said Residential Flat agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Promoter hereunder;
- (b) It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Promoter (and not otherwise), will the Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Residential Flat.

E. Raising of Finance by the Promoter and/or Purchaser/s

- (a) As on the date of execution of this Agreement, the Promoter has availed of finance pursuant to HDFC Mortgage as recited hereinabove. The Promoter shall have the right to raise finance and/or loan from any financial institution, bank, NBFC, fund house, body corporate or any other person in future (hereinafter referred to as the **“Lender”**). For the purpose of raising finance, the Promoter may create mortgage/charge, *inter alia*, on the said Specified Land / Larger Land and/or the buildings/towers and residential flats therein and/or securitization of the receivables subject however to the rights created in favour of the Purchaser/s in the said Residential Flat pursuant to this Agreement.
- (b) In the event the Promoter has availed of any finance for the development of the Specified Land/Larger Land from any Lender and created any charge on the said Residential Flat, then, the said Promoter shall provide a No Objection Certificate (**“NOC”**) issued by such Lender or procure the same and provide a copy thereof to the Purchaser/s. The Promoter has procured requisite no objection and consent pursuant to HDFC Mortgage for the purposes of sale of the said Residential Flat as contemplated herein.

F. Compliance of laws relating to remittances

- (a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable Laws. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (b) The Promoter accepts no responsibility in regard to matters specified as hereinabove in sub-clause (a) above. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole

responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Residential Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

5. The Purchaser/s may obtain finance from any lender but the Purchaser's obligation to purchase the said Residential Flat pursuant to this Agreement shall not be contingent on ability of the Purchaser/s or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the purchase of the said Residential Flat. However, the Purchaser/s shall before creating any charge on the said Residential Flat obtain prior approval of the Promoter if the entire Sale Consideration and other payment payable hereunder to the Promoter has not been fully paid by the Purchaser.

6. DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES:

- (a) Upon demand, the Purchaser/s agrees to pay to the Promoter the payment installments of Sale Consideration mentioned in Clause 3 within **21 (twenty-one)** days from the Demand Letter sent by the Promoter either to the postal address provided by the Purchaser/s or electronically delivered to the registered email address provided by the Purchaser/s.
- (b) Without prejudice to the other rights of the Promoter, the Purchaser/s agree/s to pay to the Promoter Interest, to be calculated on all amounts, which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement, from the date the said amount becomes payable by the Purchaser/s to the Promoter, till payment thereof to and/or realization thereof by the Promoter.
- (c) The rate of interest payable shall be the State Bank of India highest Marginal Cost of Lending rate plus two percent (2%). Provided that in case the State Bank of India Marginal Cost of lending rate is not in use it would be replaced by such benchmark lending rate which the State Bank of India may fix from time to time for lending to the general public.
- (d) Separate Demand Letter may be raised by the Promoter for Interest on delayed payment with applicable Taxes, if any.

- (e) Interest to be paid by the Purchaser/s for delayed payment shall be paid within 7 days of the date of Demand Letter seeking payment of applicable accrued Interest.
- (f) It is agreed by the Purchaser/s that time for payment of various instalments of the Sale Consideration and also of all other payments due hereunder by the Purchaser/s to the Promoter is essence of the contract.
- (g) The Purchaser/s specifically agree/s that in the event of the Purchaser/s making any default in payment of any installment of the Sale Consideration, Other Charges and other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of **15 days' notice** in writing sent by the Promoter to the Purchaser/s to remedy the breach, the Promoter will be entitled to, without prejudice to any other rights and remedies that it may have, terminate this Agreement by giving termination notice in which event the consequences set out in **Clause 28** shall follow.

7. CONSTRUCTION:

- (a) The Promoter shall construct the said Project in accordance with Plans, designs, specifications sanctioned by PMRDA and other authorities from time to time.
- (b) The Purchaser acknowledges that, in the course of construction certain changes, deviations or omissions may be required by governmental, municipal or other authorities having jurisdiction over the matter or certain design changes may be suggested by the Architect appointed by the Promoter. Further, job conditions on the Project may require certain changes, deviations or omissions, or the Promoter may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any such changes, additions, deviations or omissions recommended by the Promoter, the Architect appointed by the Promoter or required by governmental, municipal or other authorities are hereby authorized by the Purchaser/s provided the same do not entail any change in the total area of said Residential Flat or its location of the said Residential Flat.
- (c) The Purchaser/s shall not, make any visits to the construction site, it being recognized that this is essential in the interest of safety of the persons visiting the construction site.
- (d) The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the PMRDA

and other authorities at the time of sanctioning the plans for the said Project or thereafter and shall before handing over possession of the said Residential Flat to the Purchaser/s obtain from PMRDA occupancy certificate in respect of the said Tower in which the said Residential Flat is located.

- (e) If within a period of five years from the date of handing over the said Residential Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter, as the case may be, any Structural Defect in the said Residential Flat or in the residential Towers in which such Residential Flat is situated then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA.

8. VARIATION IN SIZE OF THE SAID RESIDENTIAL FLAT:

- (a) The Purchaser/s agree/s that the calculation of Carpet Area in respect of said Flat is based upon the plans approved by the concerned authority and the same may undergo variation at the time of completion of construction of the said Flat. The Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinbelow.
- (b) The Parties agree and acknowledge that the variation in the Carpet Area of the said Residential Flat up to +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the RERA) of the Carpet Area of the said Residential Flat agreed under this Agreement ("Threshold Limit") is acceptable to each of the Parties hereto and in such an event neither Party shall have any claim against the other Party. If there is any reduction in the Carpet Area above the Threshold Limit then the Promoter shall refund the excess money paid by the Purchaser/s (for such reduced area above the Threshold Limit) within 45(forty-five) days with annual Interest from the date such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area of the said Flat allotted to the Purchaser/s beyond the Threshold Limit, the Promoter shall demand and the Purchaser shall pay additional amount (for any such increased area beyond the Threshold Limit) as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

- (c) The Promoter may make such variations or modifications in the plans/designs/specifications, as may be required during the construction and/or as required by any statutory authority or such change otherwise deemed necessary by the Promoter in view of the site requirement and as per Applicable Laws, without however substantially altering the dimensions location, area, amenities, fixtures and fittings of the said Residential Flat.

9. USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR) / CHANGE IN F.S.I:

- (a) The Promoter is and shall be entitled to load and utilize **Transferable Development Rights ("TDR")** on the said Project Land.
- (b) The Purchaser/s hereby give/s consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize TDR and/or additional F.S.I. in respect of the said Specified Land / Larger Land or to sell / transfer the same.
- (c) The Tower/s has an approved potential of about _____ square meters or thereabout of F.S.I. area in the approval dated _____ and a further proposed potential of _____ square meters which may be utilized subject to receipt of necessary approvals in this regard from competent authorities.
- (d) The Purchaser/s has agreed to purchase the said Residential Flat based on the proposed construction to be carried out by the Promoter by utilizing the mentioned F.S.I. area potential and on the understanding that the declared remaining F.S.I. area potential shall belong to Promoter only. Provided further if the proposed remaining F.S.I. area potential for whatever reasons is not utilized by the Promoter in the said Project partly or fully the same shall not be construed as breach of commitment and the Purchaser/s shall not be entitled to terminate this Agreement or have any claim against the Promoter.
- (e) The Promoter may use additional F.S.I./TDR on the said Specified Land / Larger Land or any part thereof by constructing additional structure/s or additional Wings or additional floors. The Purchaser/s is/are aware about the same and hereby give/s his/her/their consent and no objection to the Promoter for any such further construction to be carried out, on the said Specified Land / Larger Land and/or upon the said Tower/s by way of increasing/decreasing the number of floors or by way of constructing additional new Wing or Wings or separate towers/buildings/structures

by the Promoter in the future. In the event of TDR being used or the additional F.S.I. being made available and utilized by the Promoter, the Purchaser/s agree/s that the Purchaser/s has/have no objection and do not object to the Promoter any time now or in the future on the Promoter's interest in constructing any additional towers/buildings/structures or Wings.

10. RIGHT OF THE PROMOTER TO DEVELOP THE SAID SPECIFIED LAND, THE LARGER LAYOUT AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:

- (a) The Purchaser/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction undertaken by the Promoter on the said Specified Land and/or the Larger Layout. The Purchaser/s agree that the Promoter will be entitled to free un-interrupted access, at any point of time through all the Common Areas of the said Specified Land.
- (b) The Purchaser/s shall under no circumstances object or obstruct the Promoter or any one claiming through the Promoter to the easement rights of passage of water lines, sewerage lines, electrical lines below and/or overhead and under the ground of the said Specified Land.
- (c) The Purchaser/s further covenants that the said Promoter or any one claiming through them are entitled to the usage of the common amenities as applicable to the said Specified Land including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice/telephone lines and cables as the case may be for the Project which may be undertaken upon the balance area of the said Specified Land.
- (d) The Purchaser/s is/are fully aware that the development which is undertaken on the said Specified Land will be completed in phases and all the buildings /towers will not be completed at the same time. The Purchaser/s shall, as and when informed by the Promoter that the Tower in which the said Residential Flat belonging to the Purchaser is complete, pay all the amounts due under this Agreement. The Purchaser/s is/are also aware and agree/s that some of the common amenities and facilities in the said Project and / Layout shall be completed phase wise and all of which shall be completed at the time of the completion of development upon the said Specified Land. The delay in the completion of the common amenities and facilities in the said Specified Land shall not give any right to the Purchaser/s to claim any damages from the Promoter or delay any payment to the Promoter. It is further

clarified that at the time of offer of possession of the said Residential Flat by the Promoter to the Purchaser/s, only the part occupancy certificate may have been issued by the concerned authority in respect of said Tower and full occupancy certificate may not have been issued at such stage and it is further clarified that at such time, certain facilities/amenities proposed to be provided may not be ready or other common amenities may not be completed and the Purchaser/s shall not delay accepting possession of the said Residential Flat or delay making any payments to the Promoter on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take time for the Promoter to complete all common amenities after obtaining the part occupancy certificate in respect of the said Residential Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has no objection to the same and shall not cause any hindrances or obstructions in the course of the Promoter carrying out such work.

- (e) The Purchaser/s hereby expressly agree/s that the Promoter shall be entitled to develop and sell all the flats in the said Project and other parts of the Specified Land and all other structures, to be constructed on the said Specified Land. The same may be permitted by the Promoter for being used for the purpose of guest house, serviced apartments, shared accommodation, dispensaries, nursing home, maternity homes, consulting rooms, hotel, restaurant, food court, department store, place of worship, banks, community halls, stalls, school, private classes, training centre, banquet halls or any residential or non-residential use as deemed fit by the Promoter and as may from time to time be permitted under the Development Control Regulations and/or by the concerned authorities and no objection thereof shall be raised by the Purchaser/s or the Association of the purchasers of premises in the said Project.

11. PARKING SPACE:

Un-allotted Parking Spaces in the Project, if any, shall continue to remain the property of the Promoter and shall remain in possession of the Promoter. It shall be upon the Promoter's discretion to allot/use such un-allotted spaces that continue to remain with the Promoter.

12. POSSESSION:

- (a) **Possession:**

Subject to there being no Force Majeure Event, the Promoter shall endeavor to complete and give Possession of the said Residential Flat on or before date as mentioned in **Item No. 18** of the **FIRST SCHEDULE**.

(b) **Possession Delay:**

Subject to Force Majeure Event, if the Promoter fails to abide by the time schedule for completing the Project and handing over the said Residential Flat to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the Project, Interest on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter Interest on all the delayed payment which became due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount was payable by the Purchaser/s to the Promoter.

(c) **Mode of giving Possession:**

Upon the Purchaser/s complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Purchaser/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall serve upon the Purchaser/s a notice ("**Possession Notice**") to take the possession of the said Residential Flat and then the Promoter shall give possession of the said Residential Flat to the Purchaser/s on the date specified in the possession notice which date shall be within **15 days** of the Possession Notice. Non-completion of other residential flats, common areas, club house and other project amenities at the time of possession cannot be a reason for not taking the possession.

(d) **Deemed Possession:**

It is understood by the Purchaser/s that even if the Purchaser/s fail to take possession of the said Residential Flat after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the **Fifteenth (15th) day** from the date of Possession Notice.

(e) The Maintenance Charges for the said Residential Flat shall be payable by the Purchaser/s from the date of physical possession or the 15th day from the date of Possession Notice whichever is earlier.

(f) **Responsibilities**

On and from the Possession Date:

- (i) The said Residential Flat shall be at the sole risk, cost and consequences of the Purchaser/s and the Promoter shall have no liability or concern thereof;
- (ii) The Purchaser/s shall become liable to pay the **Maintenance Charges** and all other expenses necessary and incidental to the management and maintenance of the Project as provided in **Clause 25** in respect of the said Residential Flat and the Common Areas and facilities;
- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Purchaser as provided in **Clause 25**.
- (iv) The Promoter shall not be responsible for any damage caused to the said Residential Flat on account of delay in taking over possession and in such an event; the Purchaser/s will have to take possession of the same on as is what is basis.
- (g) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all Other Charges and amounts due hereunder are paid by the Purchaser/s to the Promoter.

13. TRANSFER TO THIRD PARTY:

- (a) The Purchaser/s cannot transfer the said Residential Flat in favour of a third party till the date of possession mentioned in **Item No.18** of the **FIRST SCHEDULE** from the date of execution of this Agreement (hereinafter referred to as "**Lock-in Period**"). Transfer of the said Residential Flat may be permissible before the Lock-in Period subject to approval by the Promoter in writing, who may at its sole discretion permit the same on payment of transfer fees/charges calculated @ 2% of the Sale Consideration as mentioned in Clause 3 of this Agreement, in addition to all applicable taxes and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. Transfer of the said Residential Flat shall be permissible only if all instalments as per this Agreement have been paid in full and all other payments that may be due as on date under this Agreement have been cleared in total. Stamp duty as applicable on this transfer shall be paid by the transferor/transferee. However, the Purchaser/s agree/s and undertake/s to: (i) Pay the administrative charges as fixed by the

Promoter; (ii) Register the Agreement/Deed for assigning the Purchaser's rights and obligations under this Agreement duly assigning his rights and obligations under this Agreement. The Promoter shall have the first right of refusal for purchasing the said Residential Flat at the same price at which it is proposed to be sold to a third party.

- (b) It is hereby clarified that, if the Purchaser/s is a company-public or private limited, any change in ownership of majority shares shall be deemed to be transferred and in case of partnership firm any change in the constitution of the partners of such partnership shall be deemed to be transferred and in case of any association of persons any change of constituents of such association shall be deemed to be a transfer, and in such situation, the provisions of sub-clause (a) shall apply.
- (c) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Residential Flat, in case of a transfer, as the said obligations go along with the said Residential Flat for all intents and purposes.

14. COMMON AREAS, AMENITIES AND FACILITIES

- (a) The **Common Areas** for the entire Layout shall mean such parts and portions of the Specified Land/Towers having common areas and facilities earmarked for the common use and enjoyment of all the owners/residents of the residential flats as mentioned hereinbelow, except Limited Common Areas which are exclusive common area earmarked for specific flats in any specific Tower:
 - a. The entire land for the said Project/ Layout including area around the Towers;
 - b. Compound wall and compound wall lighting;
 - c. Lifts and Lift Lobbies;
 - d. Common Terraces (except Limited Common Area);
 - e. Common Staircases;
 - f. Refuge Areas;
 - g. Common entrances and exits of Towers;
 - h. Common Service Areas;
 - i. The areas for installation of central services such as electricity, water supply, water tanks, water pumps, ducts, sanitation and in general all apparatus and all installations, fittings and fixtures which may be provided for providing the common facilities;
 - j. Underground and overhead tanks;

- k. Internal Roads and driveways;
 - l. Firefighting facilities;
 - m. All other portions of the said Project necessary or convenient for its maintenance, safety, etc., and in common use;
 - n. The garden and play areas.
- (b) The **amenities and facilities** which are part of the Common Area of the entire Layout (i.e. Specified Land) are as mentioned in **Item No. 19** of the **FIRST SCHEDULE**.
- (c) It is expressly agreed by and between the Parties hereunder, that all the internal roads are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the entire Layout of Specified Land.
- (d) The Club House and the land appurtenant thereto, including but not limited to the Lawns and Kid's Play area shall always remain the property of the Promoter till the said Specified Land is conveyed to the Apex Body on the completion of the development of the said Layout. The purchasers and other occupants shall abide by such rules and regulations for use of the Club House and other amenities and facilities as may from time to time be framed by the Promoter and/or Apex Body, as the case may be. However, the Promoter and/or Apex Body shall be entitled to collect from the purchaser/s/user/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.
- (e) The Purchaser/s together with all other purchasers of residential flats and other premises in the Project/Layout will not have any individual right in Common Areas, amenities and facilities built or provided in the Project/Layout for the common use and enjoyment of the purchasers.
- (f) The Promoter shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Larger Layout.
- (g) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Residential Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoter.
- (h) The Purchaser/s is/are aware that the Club House and the other facilities and amenities may not be available till the entire Layout is completed. For this reason the Purchaser/s shall not be entitled to any compensation or reduction in the agreed Sale Consideration for the said Residential Flat.

15. **WATER, ELECTRICITY AND OTHER UTILITIES**

(a) Water Supply

Water supply to the residents of the Project will be made available as may be permitted by the authorities concerned. Purchasers are prohibited from installing pumps to boost water supply. Cost of supply of additional water by tankers or otherwise, if required, shall be borne by the purchaser/s of the residential flats in the Project.

(b) Power Supply and other utilities

- a. The Purchaser/s shall be liable to pay for power supply at the applicable rate for the said Residential Flat.
- b. The Purchaser/s shall pay for the security deposit for individual electric meters to be allotted to him by the concerned authority/company/agency.
- c. In case the Power Supply Authority fails to provide individual meter to the owners of the Units and makes provision for a Bulk Supply, the Promoter shall provide sub-meters to the owners of the Units, including the Purchaser, upon payment of the proportionate Security Deposit payable to the Power Supply Authority for such connection. The amount recoverable from the Purchaser/s towards the same will be intimated in due course as soon as the same is known to the Promoter and the Purchaser shall pay the same within the due date to be mentioned by the Promoter.
- d. Any security deposit towards any utilities would be subject to revision and replenishment and the Purchaser shall be liable to pay proportionately such revision and replenishment to the concerned authority/company/agency as per their norms.
- e. The continued supply of electricity power, water and other such utilities shall depend on the supply received from the concerned utility supplier like MGM, electricity Supplier Company etc.

16. CLUB HOUSE

- (a) The Promoter intends to set up the Club House which, together with its assets and facilities, shall form part of the Common Areas of the Layout on Specified Land. The Promoter reserves the right to decide the amenities and facilities to be provided in the Club House.
- (b) The Promoter will construct a Club House ("**Club House**") on a portion of the said Specified Land in addition to certain amenities ("**Amenities**"), which shall be constructed upon the said Specified Land in the Layout. The usage of the Club House and Amenities shall be governed by the provisions made herein in **Clause 16** and **17** of this Agreement.
- (c) It is expected that the Club House will become operational simultaneously with the completion of the Layout. It is understood by the Purchaser/s that non-operation of

the Club or any of the facilities or amenities shall not be deemed as delay in handing over the possession of the said Residential Flat and the Purchaser/s shall take possession of the said Residential Flat whenever the same is offered for possession by the Promoter in accordance with this Agreement. For non-availability of Club House facility or other amenities till completion of the entire Layout the Purchaser/s shall not be entitled to any compensation or reduction in price as it is clearly understood that the Club House facility will be available on completion of the entire Layout.

17. CLUBHOUSE MEMBERSHIP

- (a) The Purchaser/s shall pay to the Promoter a sum mentioned in **Item No. 20** of the **FIRST SCHEDULE** by way of development charges for the development of Club House (hereinafter referred to as “**Club House Development Charges**”) plus applicable taxes thereon, which amount shall be payable at the time and in the manner stated in **Annexure C**.
- (b) The Purchaser/s shall pay annual subscription / maintenance and applicable usage charges with applicable taxes thereon to the Promoter, as prescribed from time to time and also abide by rules and regulations framed by the Promoter or Apex Body or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Purchaser/s or occupiers of the residential flats in the Layout and is for the exclusive beneficial use of the Purchasers/occupiers of such residential flats only and no other person/s. Notwithstanding anything contained herein and pending the formation of the Apex, the Promoter shall also be entitled to use (at its own cost) the Club House for purposes of marketing/promotion of the real estate projects.
- (c) Bonafide guests of such Purchasers/occupants may be permitted (if the management of the Club House so decides) to use the Club House along with them on such terms and conditions as the management of the Club House may decide from time to time.
- (d) The membership of the Club House shall be in the name of the Purchaser/s of the said Residential Flat only (i.e. no corporate membership). However, if the owner of the said Residential Flat is other than an individual, it will be required to nominate the occupier of the said Residential Flat, who, while in occupation of the said Residential Flat will be entitled to use the Club House.
- (e) The Purchaser/s understands and accepts that the membership of the Club House is an amenity. Each member shall have the right of use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature whatsoever will be created or deemed to be created in

favour of members, in respect of either the fixed or movable assets of the Club House.

- (f) The lessees/licensee of the purchaser/s of the residential flats within the Layout shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Clubhouse at the discretion of the Promoter or other management of the Club House.
- (g) The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Purchaser/s shall abide by these rules and regulations as amended from time to time.
- (h) The Club House will be managed, operated and maintained initially by the Maintenance Company till the formation of the Apex Body. Once the Apex Body is formed, the Club House will be managed by the Apex Body. The operational costs/charges of the Club House will be included in the Maintenance Charges and be as determined from time to time by the Maintenance Company/ Apex Body, as the case may be.
- (i) The annual subscription / maintenance and applicable usage charges with applicable taxes thereon for the Club House payable to the Promoter /Apex Body will be fixed by the Promoter/Apex Body having regard to the expenses incurred by them and it may be charged to the Purchaser/s of flats on equal basis or on the basis of the area of the flat, as may be decided by the Promoter or as decided by the Apex Body after its charge is handed over to the Apex Body.

18. FORMATION OF ASSOCIATION / MEMBERSHIP OF ASSOCIATION:

- (a) The Purchaser/s are aware and acknowledge that the development of the residential Tower/s is a part of the Layout and this Agreement is entered into by the Promoter and the Purchaser/s on the specific understanding that, it shall be at the discretion of the Promoter to decide the nature and number of Association(s), whether to form a society or a company of which the purchasers of the premises in the said Tower/s shall become members or to submit the premises in the said Project/Layout to the provisions of the Maharashtra Apartment Ownership Act, 1970. In the event the Promoter decide to submit the said Specified Land / and buildings constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Promoter shall make and register the necessary declaration for the same under that Act and shall execute individual Deeds of Apartment in favour of the purchasers of residential flats and other premises in the said Tower and accordingly a Deed of Apartment will be executed in favour of the Purchaser/s in respect of the said Residential Flat as contemplated under that Act and the Purchaser/s shall join the

execution thereof.

- (b) The Purchaser/s along with other purchaser/s of residential flats and other premises in the said Project/Layout shall join in forming and registering a Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Society or Limited Company and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the said organization of such purchasers as contemplated under RERA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, or any other competent authority as the case may be.
- (c) The Promoter at their own discretion may form a single Association or more than one Association in the Layout. Provided however a separate Association shall be formed or the purchasers of residential flats shall be made members of an existing Association by the Promoter within three months from the date on which 51% (fifty one percent) of the total number of flats in a Tower have been booked by purchasers. Provided further that the management and affair of the Towers shall be undertaken by such Association only after the administration of the Tower/s is handed over to the Association by the Promoter.
- (d) If the Promoter choose to form more than one Association, the Promoter shall form an Apex Body either as a federation of separate and independent co-operative housing societies or a holding company of separate and companies or any other legal entities, by submitting an application to the registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed as per **Clause 18 (c)** above. Such application shall be made within a period of three months from the date of the receipt of the occupation certificate of the last of the building which was to be constructed in the Layout.

19. TRANSFER OF TITLE:-

- (a) The Purchaser/s hereby agree and irrevocably consent that the Promoter is to take

steps and shall be required to transfer the said residential Tower/s (excluding the basements/Podiums) in favour of the Association within three months from the date the occupation certificate for the said Tower/s is issued by PMRDA.

- (b) The Promoter will transfer and convey the basements and/or podiums and other structures for amenities and facilities to be constructed on the Layout / Specified Land to the Association/Apex Body on completion of development of the entire Layout and receipt of occupancy certificates to the last of the building or wing in the Layout.
- (c) Even if the Conveyance of the Specified Land and building thereon is executed in favour of such Association/Apex Body, the Promoter will not be bound to hand over possession of the said Residential Flat to the Purchaser/s or to the Association until all the amounts which are due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise are paid along with interest, if any. The Promoter shall have lien on the said Residential Flat for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser/s to the Promoter. Till such amount with interest, if any, is paid to the Promoter, the Purchaser/s or the Association will not be entitled to possession of the said Residential Flat and the possession of the Promoter shall continue till then.
- (d) The Association/Apex Body shall be liable to maintain, repair, renovate, reconstruct, re-build, on the Specified Land (as the case may be) the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.
- (e) Each of the purchaser/s shall hand over the e-waste generated to MPCB (i.e. Maharashtra Pollution Control Board) approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules 2011 or any statutory modification or re-enactment .The liabilities shall arise to do so from the date the Purchaser/s is/are offered the possession of his/her/their Residential Flat
- (f) The name of the project being implemented on the Specified Land is as mentioned in **Item No. 21** of the **FIRST SCHEDULE** and the same shall not be changed by the Association/Apex Body. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to

the Association in respect of the sale or transfer of the unsold premises or resale of any premises in the event of cancellation of earlier sale, even after the conveyance with respect to the Specified Land and structures thereon.

- (g) Notwithstanding what is contained to the contrary, the Promoter shall be entitled to convey or cause to be conveyed the Project Land or Specified Land or Larger Land or any part thereof, or portion or portions thereof either Tower-wise, Plot-wise, or Phase-wise to independent Society, Limited Company or Association or Apex Body, as the case may be, at the sole option of Promoter, the option to be selected and exercised by the Promoter, and the Purchaser/s confirm that neither the Purchaser/s will be entitled to call upon or compel nor will they demand the Promoter to select any specific option.

20. MORTGAGE:

The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that: -

- (i) The Promoter currently has an arrangement with Housing Development Finance Corporation Limited as aforementioned. The Promoter may, in future, have arrangement with other Lender(s), under which the said Lender would grant a line of credit to the Promoter to facilitate development of the Project/Layout undertaken and carried on by it. As security for repayment of loans which may be advanced to the Promoter by the said Lender, the Promoter may create or cause to be created mortgages/charges on the Specified Land and its right to develop the same and/or construction thereon in favour of the said Lenders, and the securities created in favour of the said Lenders may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the flats allocated to it and the Purchaser has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
- (ii) The available title deeds relating to the Larger Land may have been deposited by and under the HDFC Mortgage as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter to the said Promoter under the said line of credit arrangement.
- (iii) The Promoter specifically reserves its right to offer the Larger Land / Specified Land along with the construction thereon or any part thereof (save and except

the said Residential Flat but including the receivables therefrom), as security (including by way of a mortgage or charge) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Purchaser/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.

- 21.** The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within **7 (seven)** days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the said Specified Land/Larger Land and/or the said Tower and/or the other buildings and structures proposed to be constructed on the said Specified Land/Larger Land by the Promoter or any part thereof (save and except the said Residential Flat), as security in the manner mentioned in **Clause 20** hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter have entered into this Agreement.

22. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:

- (a) This Agreement will be executed and registered in favour of the Purchaser/s upon receipt of all payments then due and payable by the Purchaser/s to the Promoter.
- (b) The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer/conveyance deed of the land and building shall be borne and paid by the Purchaser/s alone.
- (c) The Purchaser/s shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances at Maan, Taluka- Mulshi, District- Pune within 15 (fifteen) days from the date hereof and the Promoter or their duly authorized agents shall attend such office and admit execution thereof.
- (d) The Purchaser/s shall, in addition to Sale Consideration, pay all other costs, charges, applicable taxes, levies, cesses, statutory charges etc. including GST. The Purchaser/s shall also pay to the PMRDA, Government or other public body or authority his/her/their share of betterment charges or any other charges by

whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the said Specified Land. The Sale Consideration of the said Residential Flat is calculated on the aforesaid basis and the Promoter is not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoings. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the developer in connection with performance of the Agreement, an adjustment of the contract price shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services etc.

- (e) In the event of any stamp duty, registration charges or any other tax, levies, cess, statutory charges etc. including GST becoming due or payable at any time before the Conveyance of the said Specified Land mentioned in an earlier clause or in respect of Deed of Apartment if any, to be executed in favour of the Purchaser/s as mentioned above, the Purchaser/s shall deposit with the Promoter the amount proportionately or actually due in respect of the said Residential Flat as and when called for by the Promoter.

23. THE PURCHASER/S HIMSELF/THEMSELVES AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSOEVER HANDS OVER THE SAID RESIDENTIAL FLAT MAY COME, HEREBY COVENANT/S WITH THE PROMOTER AS FOLLOWS: -

- (a) The Purchaser/s shall not use the said Residential Flat or permit the same to be used for any purpose other than residential use or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other residential flats or for any unauthorized or illegal or immoral purposes/ in violation of any provision of law applicable thereto. Further, the Purchaser shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force.
- (b) The Purchaser/s shall not store in the said Residential Flat and/or Parking Space and/or within the Common Areas of the Layout, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Tower/s or storing of which goods is objected to by the concerned local / other authority / Association / Promoter/s.
- (c) The Purchaser/s shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Residential Tower/s and the said Residential Flat; including entrances of the

Towers in which the said Residential Flat is situated and in case any damage is caused to the Towers in which the said Residential Flat is situated or to any residential flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- (d) Purchaser/s shall not hold PMRDA liable for failure of mechanical parking system/lifts, if any. Purchaser/s shall not hold PMRDA responsible if at all there is inadequate maneuvering space of parking in common areas;
- (e) The Purchaser/s shall not without the written permission of the Promoter/s or their authorized agent, make any additions or alterations in the said Residential Flat and / or Balconies / Terraces and/or Parking Space or cause any damage to or nuisance in the Project/Layout/Larger Layout in any manner and shall keep the portion, sewers, drains and pipes in the said Residential Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Towers in which the said Residential Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Residential Flat / Towers without the prior written permission of the Promoter and/or the Society or the Limited Company. If the alteration/addition requires any permission from the authorities, then the same shall be obtained by the Purchaser/s at their own costs, risks and consequences;
- (f) The Purchaser/s shall not without the written consent of the Promoter or the Association, put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project/Layout/Larger Layout. With a view to maintain uniform aesthetics of the exterior of the Towers, the Purchaser/s is not permitted and shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design, name plate shall be put up in places designated for the said purpose by the Promoter or the said Association;
- (g) The Purchaser/s shall not without the written permission of the Promoter/ Association, store/keep any material in any area other than the said Residential Flat;
- (h) The Purchaser/s will not hinder or obstruct the progress of the construction of the Project or any other construction in Layout/ Larger Layout or part thereof in any manner;
- (i) The Purchaser/s shall not carry out any structural alterations of whatsoever nature in the said Residential Flat and in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in **Clause 7 (e)** shall automatically become void. In case such works are carried out without consent

and/or affect any other flat, the Purchaser/s shall be liable for damages and costs of repair;

- (j) Not to cause any nuisance or annoyance to the neighbours;
- (k) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat, in the passage, in the compound of any portion of the said Specified Land and the Towers;
- (l) Not to do or suffer to be done anything in or about the Towers or the said Residential Flat or on the staircases and /or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Association or PMRDA and/or any other concerned authority;
- (m) Not to refuse or neglect to carry out any work directed to be executed in the Towers or in the said Residential Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- (n) Not to encroach upon or make use of any portion of the Towers or open space of the compound not acquired by him or otherwise not forming part of the said Residential Flat;
- (o) Not to restrain the Promoter or their servants and agents from entering upon the said Residential Flat till the Conveyance of the Specified Land and the said Towers is executed, by the Promoter for inspecting the same at all reasonable times after reasonable notice or from carrying out any construction or repair work on any part of the Towers or the said Residential Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Residential Towers and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;
- (p) Not to affix any grill(s) fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and/or main door of the said Residential Flat, other than what has been provided by the Promoter at the time of possession of the said Residential Flat;
- (q) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Specified Land or the Project in which the said Residential Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the Towers and / or the said Residential Flat;
- (r) Not to let, sub-let, transfer, assign or part with the said Residential Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Residential Flat until (i) the entire Sale Consideration and all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and (ii)

the Promoter have in writing permitted to the Purchaser/s to do so which permission the Promoter may give only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement;

- (s) The Purchaser/s shall at all times co-operate with the other purchasers/occupiers of the other residential flats inside the Project/ Layout, for the purpose of management and maintenance of the said Residential Flat, Parking and the Towers;
- (t) To maintain the said Residential Flat at his/her/their own costs as a prudent person in good and tenantable condition;
- (u) To become a member of the Association and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the Association shall require him/her/them to do;
- (v) To observe, perform and comply with all the bye-laws, rules and regulations applicable to the residents/occupants including those framed by the Association/Apex Body;
- (w) To pay to the Promoter within 14 (fourteen) days of demand by the Promoter, his/her/their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Tower in which the said Residential Flat is situated;
- (x) To bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of use of the said Residential Flat by the Purchaser/s, viz. use for any purpose other than for residential purpose;
- (y) To observe and perform all the rules and regulations which the Association/Apex may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Towers and the said Residential Flat and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority / authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupation and use of the said Residential Flat including to pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them;
- (z) The amounts of deposits and outgoings payable of the residential flats and premises in the Project have been fixed provisionally by the Promoter and the Purchaser/s shall be bound by the same. The Promoter/Association/Apex may revise and re-fix the amounts payable for the various residential flats. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the

Association/Apex on execution of conveyance of the said Specified Land to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges fixed by the Promoter (which is an estimated figure) is found to be short, the Purchaser/s shall pay to the Promoter such revised amount as may be fixed by the Promoter, failing which the same shall be considered as breach of this Agreement by the Purchaser/s;

- (aa) That the Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other purchaser/s of residential flat(s) of the Towers including the Purchaser/s. It is further agreed that the Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said Residential Flat(s) to any third party as envisaged under **Clause 13 (a)** above by way of Conveyance or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the other purchaser/s of the residential flat(s) of the Towers;
- (bb) The Promoter have furnished to the Purchaser/s the particulars of estimated outgoings of the said Residential Flat;
- (cc) The Purchaser/s has represented and warranted to the Promoter that he/she/they/it has/have the power and authority to enter into and execute this Agreement;
- (dd) The Purchaser/s agrees and irrevocably consent that the Promoter at their own discretion may form of a single Association or more than one Association in the Layout / Larger Layout and may convey the land of Plot – 1 and Plot – 2 to Associations of Plot – 1 and Plot -2 separately/ Apex Body of Associations of Plot – 1 and Plot-2, and the Purchaser/s undertakes not to raise any dispute in these regard in future.

24. THE PROMOTER HAVE INFORMED THE PURCHASER/S AND THE PURCHASER/S IS/ARE AWARE THAT AND THE PURCHASER/S DOTH/DO HEREBY DECLARE/S, CONFIRM/S AND COVENANT/S WITH THE PROMOTER AS UNDER :-

- (a) The Promoter may develop the said Specified Land along with any other adjoining land in future as an extended development of the said Project;
- (b) Promoter has/shall appoint/ed Shapoorji Pallonji & Company Private Limited **(SPCPL) as DMM** for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of the structures/Towers

in the Layout and Promoter shall be solely responsible for all obligations and liabilities of promoter under RERA or any applicable Law.

- (c) The Promoter shall use Shapoorji Pallonji brand to promote the Project / Layout / Larger Layout in terms of the DMM. SPCPL is the construction contractor of the Project.
- (d) The Promoter will be entitled to amalgamate or sub-divide the said Specified Land along with any other adjoining property or properties as the Promoter may desire or deem fit in their absolute discretion;
- (e) That the Promoter shall deposit the Sale Consideration in a separate account as required under RERA;
- (f) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Layout;
- (g) The Promoter shall be entitled to take benefit of any approval of development rights which may become available in respect of the said Specified Land to any other property or properties either adjoining the said Specified Land or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever;
- (h) It is agreed between the parties that the right of the Purchaser/s shall be restricted only to the said Residential Flat agreed to be purchased by the Purchaser/s and the Purchaser/s shall have no right to any space or any area or areas outside the Towers in which the Purchaser/s has agreed to acquire the said Residential Flat and the same shall continue to belong to the Promoter;
- (i) It is repeated for the sake of clarity that the right of the Promoter to revise the Layout and redevelop any portion(s) of the said Specified Land is neither affected nor restricted in any manner on account of the execution of this Agreement in favour of the Purchaser/s herein and all such rights are reserved unto the Promoter without any restriction in any manner whatsoever;
- (j) Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorise the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building Plans in respect of

the Towers in which the Purchaser/s has/have agreed to purchase the said Residential Flat as provided in the RERA and MOFA as the Purchaser/s is/are aware that the Promoter have balance F.S.I. and/or development rights in respect of the said Specified Land and/or the Promoter may become entitled to any additional development rights or F.S.I. in future and the Promoter intend to construct either additional floor or floors, annex structures or additional wings to the Towers and /or deal with the said additional development rights or F.S.I in the manner it deems fit and the Purchaser/s shall have no objection or dispute regarding the same in any manner whatsoever;

- (k) The TDR and /or the Development Right Certificate (“**DRC**”) which may be at any time issued for the said Specified Land / Larger Land or any part of the Specified Land / Larger Land or arising out of development of the said Specified Land / Larger Land shall always belong to the Promoter. The Purchaser/s or the Association of all purchasers will not have any share, right, and title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the TDR and/or DRC of the said Specified Land / Larger Land or any part thereof to any person or persons of their choice. The price or consideration received by selling, transferring or alienating such TDR, DRC shall always belong absolutely to the Promoter. The Purchaser/s or the Association will not have any share, right, title, interest or claim therein.
- (l) Promoter shall be at liberty to sell, convey and transfer or otherwise to deal with all other flats/units/premises and spaces in the said Tower or otherwise deal with its right, title and interest in the said Specified land/ Larger Land and/or in the said Tower in any manner it may deem proper. The Promoter may sell, transfer or assign all their rights, title and interest in the said Specified Land/ Larger Land (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold residential flats in the said Tower but without in any manner affecting the Purchaser’s rights.

25. MAINTENANCE OF THE SAID RESIDENTIAL FLAT:

- (a) The Purchaser/s shall become a member of the Association subject to the Promoter receiving full and final Sale Consideration and all other amounts have been paid by the Purchaser/s under this Agreement. The Purchaser/s shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the said Residential Flat, Parking Space and Common Areas and facilities in the Project/Layout.

- (b) Upon completion of the Layout and until the formation of the Association/Apex Body for the entire Layout (as the case may be), the Promoter will either maintain the Project/Layout by themselves OR hand over its management for maintenance to the Maintenance Company. It is a condition precedent of this Agreement that the Purchaser/s shall be required to execute a separate agreement (**“Maintenance Agreement”**) with the Promoter or the Maintenance Company nominated by the Promoter for providing certain maintenance services in the Project/Layout and the Tower in which the said Residential Flat is located. The maintenance services, maintenance charges etc. and other terms and conditions shall be incorporated, in detail, in the Maintenance Agreement. The same is unconditionally agreed to by the Purchaser/s.
- (c) For the enjoyment and maintenance of the common areas and facilities in the Towers and the Common Areas and facilities of the Project/Layout, the Purchaser/s shall be liable to pay per month the proportionate Maintenance Charges of such area and facilities as may be fixed by the Maintenance Company/Association from time to time. The Maintenance Charges shall become payable from the Possession Date. The list of outgoings is broadly encompassed in **Annexure D**, however the same is not exhaustive and the Promoter has the right to claim additional expenses over and above the described line items therein. In case the Purchaser fails to pay any amount payable to the Maintenance Company/Association:
- (i) The Purchaser shall not be entitled to avail any maintenance services;
 - (ii) For any delayed payment, the Purchaser shall be liable to pay interest @ 15% per annum with quarterly rests.
- (d) The Maintenance Company/Association shall have the right to adjust the unpaid amount from the Interest Free Advance Maintenance Charges as mentioned in **Annexure C** (hereinafter referred to as **“Advance Maintenance Charges”**). Advance Maintenance Charges shall mean:
- (i) Interest free Advance Maintenance Charges that shall be paid by the Purchaser/s to the Promoter within the due date to be mentioned in the Possession Notice.
 - (ii) The Advance Maintenance Charges shall be used by the Promoter/Maintenance Company/Association for repair of Common Areas, facilities and equipment provided in the Project/Layout. Notwithstanding the above, the Promoter reserves the right to utilize this deposit towards adjusting any unrealizable dues from the Purchaser/s;
 - (iii) The unused portion of the Advance Maintenance Charges shall be transferred to the Maintenance Company/Association as and when desired by the Association;

- (iv) If at any time the Advance Maintenance Charges as stated in Annexure C falls below the actual expenses incurred as stated hereinabove, the Purchaser/s shall make good such shortfall immediately on demand being made by the Company/Maintenance Company/Association. Delay in making such payment shall attract interest as per **Clause 25 (c) (ii)**.
- (e) Except in respect of the maintenance of the Club House, the area of the said Residential Flat as mentioned herein shall be used for determining the proportionate distribution amongst the various Purchasers in the said Towers of any taxes, maintenance charges, expenses or deposits to be levied / incurred or to be incurred on the said Towers.
- (f) The possession of the Common Areas shall remain with the Promoter whose responsibility shall be to supervise either directly or through a Maintenance Company, the maintenance and upkeep of the same until the same is handed over or offered to be hand over by the Promoter as per applicable Laws or directions of the Government/ Statutory body, to the Association/Apex Body. The Promoter's responsibility towards maintenance and upkeep of the Towers and the Common Areas (as the case may be) shall cease within 15 days from the date of which the Layout is handed over/ offered to be handed over to the Association/Apex Body. It is in the interest of the Purchaser/s to help the Promoter and the Maintenance Company in effectively keeping the said Residential Flat(s) and the Tower/s secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the maintenance agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the Tower/s. However, it has been made clear to the Purchaser/s that the entire internal security of the said Residential Flat shall be sole responsibility of the Purchasers/occupants and the Promoter or the maintenance agency shall not be responsible for any theft, loss or damage suffered by the Purchasers/occupant due to any security lapse within and in respect of the said Residential Flat hereby agreed to be purchased by the Purchaser/s. Commencing a week after a written notice is given by the Promoter to the Purchaser/s that the said Residential Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Residential Flat) of all the outgoings in respect of the said Residential Flat, including repairs to the exterior and interior of the Tower/s (but excluding the interior of the said Residential Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies including GST and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections,

salaries of clerks, bill collectors, watchmen and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the said Tower. Until the Association is formed and registered and the said Specified Land is transferred to it as aforesaid, the Purchaser/s shall pay into a bank account designated by the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a provisional contribution as mentioned in herein below payable in advance on at monthly/ quarterly / yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till such time the same is transferred in favour of the Association. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution within 7 (seven) days of intimation by the Promoter / the Maintenance Company by way of cheques and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.

- (g) It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the Common Areas and facilities including the internal roads and Club House till the completion of the development of the Layout.

(h) Maintenance Agency:

- (i) The Purchaser(s) shall pay, as and when demanded, the Maintenance Charges including Maintenance Security Deposit for providing, maintaining and up-keep of the Tower/s and Common Areas and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Company appointed for this purpose, as the case may be. The appointment of the Maintenance Company will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment.
- (ii) The Purchaser(s) upon taking possession of the said Residential Flat agree/s to enter into (either through the Association/Apex or otherwise) a Maintenance Agreement with the Promoter or Maintenance Company for the maintenance and upkeep of the Towers and the Purchaser(s) undertake/s to pay the Maintenance Charges as raised by the Promoter/Maintenance Company from the date as

mentioned in **Clause 12(e)** and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Residential Flat or whether the work is still going on in adjacent towers/buildings and infrastructure facilities including Club House.

- (iii) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Residential Flat shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Company appointed by the Promoter from time to time.

26. NOTICES:

- (a) The Purchaser/s represent that their/their respective their complete and correct address(es) are given in sub-clause (b) below. It shall be the Purchaser/s responsibility to inform the Promoter by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the said registered address(es) as mentioned in sub-clause (b) below shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur therefrom. Any notice, or letter of communication to be served on a Party by the other Party shall be sent by prepaid recorded delivery or registered post or by email or letter duly signed and sent by Fax at the address shown in sub-clause (b) and shall be deemed to have been served on the addressee within **4 days** of posting or **24 hours** if sent by fax or by electronic mail.
- (b) All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the fax number set forth below or sending by courier or by post as mentioned in sub-clause (a) above to the address mentioned in **Item No. 22** of the **FIRST SHCHEDULE** in respect of each Party :

27. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, this shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the RERA, Maharashtra Rules and Regulations thereunder.

28. TERMINATION AND CONSEQUENCES:

(a) Termination by Purchaser/s On Delay of Possession: -

Subject to what is stated under clause 12 of this Agreement, the Purchaser/s shall be entitled to terminate this Agreement if the possession of the Residential Flat is delayed by the Promoter beyond the Possession Date by giving a termination notice of 15 (fifteen) days. The Promoter shall in such an event be liable to refund within 1 (one) month the entire Sale Consideration along with Interest on the amounts received from the date such amounts were received from the Purchaser/s. Provided however the Purchaser/s shall on receipt of the refund, execute such documents and writings as may be required by the Promoter to provide valid discharges to the Promoter.

(b) Termination by Promoter:

- (i) In the event of the Purchaser/s committing a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, fail(s) to rectify such breach within a period of 15 (fifteen) days to the satisfaction of the Promoter, the Promoter shall, without prejudice to its rights and remedies, be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow. The Purchaser/s shall cease to have any right or interest in the said Residential Flat and every part thereof and will cease to have benefits of this Agreement;
- (ii) Accordingly, the Promoter shall be entitled to sell the said Residential Flat at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (iii) The Promoter shall within one month of the termination coming into effect, refund without interest to the Purchaser/s herein the amount paid by the Purchaser/s to the Promoter in pursuance of this Agreement after deducting therefrom the following:
 - a. 10% (ten percent) of the Sale Consideration being the booking amount (paid/payable) towards the said Residential Flat with applicable Taxes (which is to stand forfeited in favour of the Promoter);
 - b. the brokerage cost incurred by the Promoter for selling the flat to the Purchaser/s for the said Residential Flat;
 - c. the amount of deficit in the resale consideration in the event of the said resale consideration being less than the Sale Consideration mentioned herein;

- d. the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments;
- e. subvention cost (if the Purchaser(s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;

Provided however the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Purchaser/s in respect of the said Residential Flat up to the date of termination of this Agreement shall be borne by the Purchaser/s and the Promoter shall not be liable to refund/reimburse the same.

- (iv) The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement. However, if the total amount of deductions computed as mentioned in sub-clause (b)(iii) above is not realized by the Promoter, then the Purchaser/s shall be liable to pay the same within **15 days** of notice of demand in writing from the Promoter. In the event of delay in making this payment to the Promoter, the Purchaser/s shall be liable to pay the said amount with Interest thereon.
 - (v) The Purchaser/s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement, before the Sub- Registrar of Assurances. If the Agreement is cancelled by the Promoter as mentioned herein and the balance amount, if any, payable by the Promoter, shall be paid to the Purchaser/s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Promoter. All stamp duty and registration fee on such Cancellation Deed ("**Cancellation Charges**") shall be borne and paid by the Purchaser/s.
 - (vi) In the event of non-cooperation by the Purchaser/s in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances.
- (c) If the Purchaser/s has/have taken any financial facility from any financial institution or bank, then in that event the Purchaser/s agree/s that based on the terms of such loan, the balance amount referred to in (b)(ii) less the deductions made

in (b)(iii) above would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Residential Flat, from such financial institution or bank directly to that effect without approaching the Purchaser/s. Banks to take cognizance of this clause while issuing housing loan to the Purchaser/s.

29. OTHER TERMS:

- (a) Entire Agreement: This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the Clauses and/or Schedules of this Agreement shall have an over-riding effect.
- (b) Relationship of Parties: The Agreement is entered amongst the Parties on principal to principal basis.
- (c) Severability: If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.
- (d) Jurisdiction: The Courts at Pune shall have exclusive jurisdiction.
- (e) The Purchaser/s has/have entered into this Agreement on the basis of the Carpet Area of the said Residential Flat mentioned in this Agreement subject to the provisions of **Clause 8** and other provisions herein contained.
- (f) The marketing collateral material/brochure of the Project/Layout/Larger Layout and/or website of the Promoter and/or in any advertisement material published by the Promoter in any print or electronic media, the Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the said Towers. The Purchaser/s is/are aware that these are conceptual representations and that there may be changes in the actual elevation or façade of the Towers and/or amenities which may be provided by the Promoter to the Purchaser/s as listed in this Agreement in the **Annexure B** annexed hereto.

- (g) The Purchaser/s will not make any claim due to such brochures and/or advertisement material published by the Promoter. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this Agreement on the other hand, the representations made within this Agreement alone shall prevail.
- (h) The name of the project being implemented on the Specified Land as stated in **Item No. 21** of the **FIRST SCHEDULE** and name of the Residential Towers therein shall not be changed without written consent of the Promoter.
- (i) The Advocates and Solicitors of the Promoter shall prepare and/or approve as the case may be the Deed/s of Conveyance of Deed of Apartment and other supplemental documents to be executed in pursuance of this Agreement.
- (j) The delay or indulgence on the part of the Promoter and/or the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Promoter's and/or the Promoter' rights hereunder or otherwise under law.
- (k) The Purchaser shall pay proportionate share of property tax to the PMRDA assessed on the said Tower **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than residential or any other use of the said Residential Flat, the Purchaser/s alone shall bear and pay such special taxes and rates.
- (l) This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous correspondence or representatives between the parties, whether written oral or implied, if any, concerning the matters.
- (m) That it is agreed between the Parties that save and except in respect of the said Residential Flat hereby agreed to be purchased by the Purchaser/s, the Purchaser/s shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect other areas in the Tower including the indivisible open spaces and all or any of the Common Areas and all of the facilities meant and earmarked to cater to all purchaser/s of the residential flat(s). The Purchaser/s shall not hold PMRDA liable for the Tower or Towers being deficient, if at all, in open space and on that basis, will not raise objection for neighborhood development.

- (n) If the Tower or any part thereof in which the said Residential Flat is situated gets demolished and/or gets damaged on account of any Act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war other causes beyond the control of the Promoter, such losses and damages incurred to the Tower/s structure will be fully sustained by the Purchaser/s along with the other Purchasers and the Promoter shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them.
- (o) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said Larger Land including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance in favour of the Association to be formed by the purchasers.
- (p) If any Municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Specified Land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said Specified Land, the terrace and any other open spaces in the said Specified Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association shall not raise any objection thereto.
- (q) Nothing contained in these presents is intended, nor shall be construed to be a grant, demise assignment or transfer in law of the said Residential Flat or any part of the said Tower or the said Specified Land to the Purchaser/s.
- (r) It is hereby made clear that the Promoter shall not be responsible for the consequences arising out of change in law or change or modification or enactment or reenactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and byelaws thereof.

(s) Basement or Stilt constructed by the Promoter for the purpose of parking on Specified Land shall be for all the Purchasers of all the Towers constructed on the Layout and it will form part of Common Areas of the Layout to be jointly maintained by all the purchasers.

30. GOVERNING LAWS:

This Agreement shall always be subject to the provisions of the RERA, the Maharashtra Rules, the MOFA and the MOFR as amended or any statutory modification from time to time.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

Item No.	Particulars	
1.	Place of Execution of Agreement:	Pune
2.	Date of Execution of Agreement:	
3.	Name(s) and Address(es) of Purchaser/s:	
4.	Further amended Development Permission and Commencement Certificate:	i) ii) iii)

5.	Name/s of all Tower/s registered under common RERA Registration No. :											
6.	Name of the Project:	_____ Phase __										
7.	RERA Registration No.:											
8.	Basement + Stilt + Upper Floor details:											
9.	This Agreement is for:	_____ Tower										
10.	Flat No.:											
11.	Floor No.:											
12.	Carpet Area:	_____ square meters (equivalent to _____ square feet) or thereabout										
13.	Parking Space:	_____										
14.	Appurtenant Areas:	(a) Enclosed Balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabouts; (b) Terrace admeasuring _____ square meters (equivalent to _____ square feet) or thereabout; and (c) Open balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabout.										
15.	PAN No. Details:	<table><tr><td>Name of Party</td><td>PAN No.</td></tr><tr><td>Joyville Shapoorji Housing Private Limited</td><td>AACCD9800E</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	Name of Party	PAN No.	Joyville Shapoorji Housing Private Limited	AACCD9800E						
Name of Party	PAN No.											
Joyville Shapoorji Housing Private Limited	AACCD9800E											

16.	Sales Consideration:	Rs. _____/- (Rupees _____ Only), subject to TDS
17.	Sum paid out of Sales Consideration mentioned in Item No. 16:	Rs. _____/- (Rupees _____ Only)
18.	Possession Date:	
19.	Amenities and facilities:	
20.	Club House Development Charges:	Rs. _____/- (Rupees _____only)
21.	Name of the project being implemented on the Specified Land:	
22.	Notices (as per clause no. 26):	<p>A. The Promoter: Joyville Shapoorji Housing Private Limited Attention: Customer Relationship Manager Address: SP Center, 41\44, Minoo Desai Marg, Colaba, Mumbai 400005 Fax : +91-22-6749 0000</p> <p>B. Purchaser/s :</p> <p>Attention : Address : Mobile : E-mail :</p>

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THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All that piece and parcel of land admeasuring in aggregate 13 Hectares 34.93 Ares (equivalent to approx. 32.98 Acres) (includes the Handed Over Portion) comprised in Survey No. 98 Hissa No. 1 (Part); Survey No. 98 Hissa No. 2; Survey No. 99 Hissa No. 1; Survey No. 99 Hissa No.2 (Part); Survey No. 99 Hissa No. 3 (Part); Survey No. 99 Hissa No. 4 (Part); Survey No. 101 Hissa No. 2 (Part) and Survey No. 101 Hissa No. 3 at village Maan ,Tal Mulshi, Dist Pune

On or towards the North by: Existing 9 Mtr. Road/ 18 mtr Proposed RP road.

On or towards the East by: Survey No. 97 of Village Maan, Taluka Mulshi, District Pune

On or towards the South by: Survey no. 99/5 & 99/6 of Village Maan, Taluka Mulshi, District Pune

On or towards the West by: Survey No. 100, 101/6 (Part) of Village Maan, Taluka Mulshi, District Pune

For the removal of doubts, it is hereby clarified that an from out of the Larger Land mentioned hereinabove, an area admeasuring (i) 41759.53 square meters for/towards 110 meters road widening, (ii) 820.47 square meters for/towards 18 meters road widening, (iii) 13565.17 square meters for/towards Amenity Space; aggregating to 56145.17 square meters; have been handed over to the PMRDA as per Regional Plan in lieu of FSI/TDR by and under a Deed of Conveyance dated 4th February, 2020 executed and registered at Serial No. 793 of 2020, before the Sub-Registrar of Mulshi (Paud), Taluka - Mulshi, District – Pune, being the Handed Over Portions.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Description of the Specified Land)

All that piece or parcel of land admeasuring _____ square meters or thereabouts and Part and parcel of larger property bearing Survey No. S.NO. 98/1(P), 99/1, 99/2(P), 99/3(P), 99/4(P) and 101/2(P) Plot 2 situated lying and being at Village Mann Taluka Mulshi, District Pune

On or towards the North by: Survey no. 101/2(PT) & 101/3(PT) of Village Maan, Taluka Mulshi, District Pune.

On or towards the East by: 110 Mtr wide Proposed Ring road. .

On or towards the South by: Survey no. 99/5 & 99/6 of Village Maan, Taluka Mulshi, District Pune

On or towards the West by: Survey No. 100 Village Maan, Taluka Mulshi, District Pune

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Description of the Project Land)

All that piece or parcel of land admeasuring _____ square meters or thereabouts and bearing Survey No. _____ situate lying and being at Village Mann, Taluka Mulshi, District Pune

On or towards the North by:

On or towards the East by:

On or towards the South by:

On or towards the West by:

THE FIFTH SCHEDULE ABOVE REFERRED TO

Residential Flat bearing No. _____ located on the _____ habitable floor in Tower _____ in Project " _____ ' to be constructed on part of the Specified Land described in the THIRD SCHEDULE above referred to, having Carpet Area of _____ square meters (equivalent to _____ square feet) or thereabout.

Following are the other appurtenant areas accessible only from the said Residential Flat namely: (a) Enclosed Balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabouts; (b) Terrace admeasuring _____ square meters (equivalent to _____ square feet) or thereabout; and (c) Open balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabout.

Following are the details of the beneficial use of Parking Space/s along with the said Residential Flat:

_____ Parking Space/s admeasuring minimum of _____ square meters (Cycle/Scooter/Car in a proportion as decided by the Promoter)

SIGNED AND DELIVERED)
By the within named "Promoter)
Joyville Shapoorji Housing Private Limited)
by the hand of its)
authorised Signatory Mr.)

pursuant to the resolution dated.....)
its Board of Directors”)
)
in the presence of)
1))
2))

SIGNED AND DELIVERED)
By the within named “Purchaser/s”)

in the presence of ...)
i) Mr./Ms.)
ii) Mr./Ms...)
in the presence of)

RECEIVED on or before the execution)
Of these presents of and from the within named)
Purchaser/s the sum of Rs. _____/-)
(Rupees _____ Only)
towards part of Sale Consideration within mentioned)
to be paid by him/her/them to us.)

WE SAY RECEIVED,
For Joyville Shapoorji Housing Private Ltd.

Authorised Representative _____.

Promoter
Witnesses:

- 1.
- 2.

Witnesses:

1.

2.

ANNEXURE A: PROPERTY DOCUMENTS

Annexure A1: Copy of Plan with Larger Land is delineated in green colour boundary line, Plot – 1 is delineated in red colour boundary line, Specified Land is delineated in blue colour boundary line and plan of the Project Land is marked in purple colour verged lines.

Annexure A2: Copy of MahaRERA Registration

Annexure A3: Certificate of Title.

Annexure A4: Copy of 7/12 Extract.

Annexure A5: Copy of Floor Plans of the said Residential Flat delineated.

Annexure A6 (Colly): copy of the existing approved Development Permission and Commencement Certificate (CC) along with approved Larger Layout plan.

ANNEXURE B: GENERAL SPECIFICATIONS

ANNEXURE C: OTHER CHARGES

The Purchaser shall, on or before delivery of possession and on relevant demand being raised by the Promoter of the said Residential Flat, pay the Promoter the following amounts:

Particulars	Amount (All amounts in INR)
Corpus fund	
Advance Maintenance Charges	
Society Formation Charges	
Infra & Development Charges	
Club House Development Charges	
Share Money	
Water, Electricity, Drainage, Sewerage Connection Charges	
Legal Charges	
Total Payable	

The above amounts are subject to TDS as may be applicable. Any taxes and/or levies on the aforementioned ‘Other Charges’ as set out in this Annexure, shall be borne by the Purchaser/s. The Promoter shall not be liable to render any account for the amount so collected above.

ANNEXURE D: LIST OF OUTGOINGS

- (a) Insurance premium payable in respect of the Specified Land if any.
- (b) Expenses required for the day-to-day maintenance and management of the tower such as lights in the passage and common areas, garden, watch and ward and other staff including towards maintenance and management of Club House.
- (c) Costs of cleaning and lighting the passages, landings, staircases and other parts of the tower as enjoyed or used by the Purchaser/s in common as aforesaid.
- (d) Costs of salaries of Estate Executives, clerks, bills collectors, security staff (watchmen), sweepers, etc.
- (e) Costs of working and maintenance of water pumps and lights and service charges.
- (f) Sinking and other fund as may be determined by the Promoter.
- (g) Such other expenses and outgoings as may become necessary to be recovered in the discretion of the Promoter.
- (h) Electricity Meter Charges, Security deposits, electricity board/utilities for securing services for common area, etc.
- (i) Cost of working and maintenance of sewage.
- (j) Cost of working and maintenance of gardens, R.G. areas, and internal roads.
- (k) Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
- (l) Transportation Charges.
- (m) Taxes/levies/statutory charges, including but limited to municipal and other taxes, cesses, levies, land revenue, assessments as may be applicable from time to time.
- (n) Maintenance, repairs to the Tower, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.
- (o) Cost of keeping the said Specified Land clean and well lit.
- (p) Decorating and/or painting the exterior of the Towers and passages and staircases.
- (q) Water & Sewerage charges & taxes etc.
- (r) Rent & cost of water meter.
- (s) Cost of water supplied by water tankers.
- (t) All other outgoings due in respect of the said Specified Land including those incurred for the exclusive benefit of a Purchaser and/or his tenement/unit.
- (u) Cost on time to time revision of Statutory / minimum wages of staff / security from guard board twice a year from Government body.
- (v) Cost on revision on electricity charges time to time and Diesel cost of running DGs if any.
- (w) Cost on maintaining Pool.
- (x) Cost of maintaining Basement.

ANNEXURE E: PAYMENT SCHEDULE

Particulars	All Amounts in INR
Total Sale Consideration	

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