

APPLICATION

Booking Date:

Ref. No.: □□□□□□□□□□□□

(Should be printed in advance on all pages)

Thank you for choosing a Home at our Project at Malad

Photo

1. DETAILS OF FIRST APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____ / ____ / ____
(Last name) (First name) (dd/mm/yy)

Permanent Address of First Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of First Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ Mailing

Residential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

APPLICATION

Booking Date:

Ref. No.: □□□□□□□□□□□□

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2. DETAILS OF SECOND

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____ / ____ / ____
(Last name) (First name) (dd/mm/yy)

Permanent Address of Second Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of Second Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ Mailing

Residential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

APPLICATION

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3. DETAILS OF THIRD APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____ / ____ / ____
(Last name) (First name) (dd/mm/yy)

Permanent Address of Third Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of Third Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ Mailing

Residential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

APPLICATION

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4. DETAILS OF FOURTH APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____ / ____ / ____
(Last name) (First name) (dd/mm/yy)

Permanent Address of Fourth Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of Fourth Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ Mailing

Residential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

Ref. No.: □□□□□□□□□□□□

Thank you for choosing a Home at our Project at Malad

4. . DETAILS OF COMPANY/ PARTNERSHIP FIRM

Name : _____

Registered Office:: _____

Post Code: _____ State: _____ Country: _____

Corporate Office: _____

Post Code: _____ State: _____ Country: _____

Taxpayer's Identification Number (TIN) No.: _____

Permanent Account Number (PAN) No.: _____

Date of Board Resolution / Authority Letter: _____ In favour of: _____

Email Address: _____

Contact No.: _____

Fax No.:

The Applicant(s), in case of a Company / Partnership Firm, shall provide the list of its existing shareholders / partners as on the date of signing this Application.

Name of Shareholders / Partners	% Holding
_____	_____
_____	_____
_____	_____
_____	_____

Name of Directors:: _____

Date: _____

_____ Signature of First Applicant	_____ Signature of Second Applicant	_____ Signature of Third Applicant	_____ Signature of Fourth Applicant
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APPLICATION

4. DETAILS OF HOME APPLIED AT OUR PROJECT AT MALAD

Type : _____ Tower: _____ Floor: _____ Flat No.: _____

Carpet Area: _____ sq.ft. (exclusive of balconies) No. of Parking(s) Requested: _____ stack/podium/basement

_____ Sale Price: _____ (Excluding

tax) _____ (In words) Payment Plan: Annexure 1

5. SOURCE OF BOOKING

☐ Direct Please specify: _____

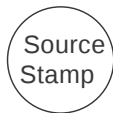
☐ Corporate Please specify: _____

☐ Referral Source Name: _____ Contact No.: _____

Project: _____ Contact No.: _____

☐ Channel Partner Name: _____ Contact No.: _____

Company: _____ RERA ID: _____ Email /ID _____



Source Signature: _____

6. APPLICATION MONEY DETAILS

1) Ref. No.: □□□□□□□□□□□□

2 Paid- _____

_____ (In words) towards the Application Money,

paid by vide Demand Draft / Pay Order / Cheque No.: _____ in favour of _____ drawn on: _____ (bank name)

dated _____ / _____ / _____ from A/c. No.: _____
(dd/mm/yy)

A/c. name _____

3) Paid _____

_____ (In words) towards the GST on Application Money,

paid by vide Demand Draft / Pay Order / Cheque No.: _____ in favour of

[●] on: _____ (bank name) dated _____ / _____ / _____
(dd/mm/yy)

from A/c. No.: _____ A/c. name _____

(Last name)

(First name)

for above Flat.

Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

CHECKLIST

Ref. No.: _ _ _ _ _

CHECK LIST FOR RECEIVING OFFICER

- ☐ Pay Order / Demand Draft / Cheque for Application Money.
- ☐ Applicant(s) signature on all pages of the Application at the places as specified.

1. FOR INDIVIDUAL

- ☐ Pan No. and Self attested copy of Pan Card / Form 16.
- ☐ Self attested copy of Address Proof: Driving License / Passport / Electricity Bill
- ☐ Voter's ID Card. One Passport Size Colour Photograph for each Applicant.
- ☐ Aadhar Card _____
- ☐ _____

2. FOR FOREIGN NATIONALS OF INDIAN ORIGIN

- ☐ Self attested copy of Passport - front and back.
- ☐ Proof of payment of funds from NRE / FCNR A/c, attested by bank.
- ☐ Self attested copy of PIO (Person of Indian Origin) Card.
- ☐ Self attested copy of OCI (Overseas Citizen of India) Card.
- ☐ One Passport Size Colour Photograph for each Applicant.
- ☐ _____
- ☐ _____

3. FOR NRI

- ☐ Self attested copy of Passport - front and back.
- ☐ Proof of payment of funds from NRE / NRO A/c, attested by bank.
- ☐ Self attested copy of Green Card.
- ☐ Self attested copy of Employment Card issued by the Employer.
- ☐ One Passport Size Colour Photograph for each Applicant.
- ☐ _____
- ☐ _____

4. FOR COMPANY

- ☐ Certified copy of Memorandum and Articles of Association.
- ☐ Certified copy of Board Resolution.
- ☐ Certified copy of Incorporation.
- ☐ Self attested copy of Pan Card.
- ☐ Self attested List of Shareholders and their percentage holding.
- ☐ Self attested List of Directors.
- ☐ _____
- ☐ _____

- ☐ Certified extract of Registration from Registrar of firms / Certificate of LLP.
- ☐ Self attested copy of Authorisation Letter / Power of Attorney from All Partners.
- ☐ Self attested copy of Pan Card.
- ☐ _____
- ☐ _____

DRAFT

Name of Sales
Executive

Signature

VP Sales &
Marketing

Director (Sales & Marketing)

CEO

Name of General Manager

Signature

DRAFT

TERMS AND CONDITIONS

1 Definitions:

1.1	Sale Price	:	Rs. _____/- (Rupees _____ Only)
1.2	Application Money	:	Rs. _____/- (Rupees _____ Only)
1.3	Earnest Money	:	Rs. _____/- (Rupees _____ Only) being 9.9% of the Sale Price (which amount is inclusive of the Application Money)
1.4	Promoter	:	TRANSCON-SHETH CREATORS PRIVATE LIMITED , a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at C-302, 3 rd floor, Waterford Building, Juhu Galli, above Navneet Motors, Andheri (West), Mumbai 400 058.
1.5	Other Charges	:	Other Charges specified in the Annexure-2 annexed hereto.
1.6	Flat	:	Flat No. _____ admeasuring _____sq. mtrs. carpet area (excluding balcony/ies) or thereabouts on the _____habitable floor in the building known as "Auris Bliss" (" said Building ") standing on Auris Bliss Land as shown in red colour boundary line on the floor plan annexed and marked as Annexure "3" hereto. The Flat also has attached balcony/ies/dry balcony/ies / terrace having aggregate area admeasuring _____sq. mtrs. as shown in red colour hatched lines on the floor plan annexed and marked as Annexure "3" hereto (hereinafter referred to as " Appurtenant Area ").
1.7	Car Parking	:	_____in stilt/basement/podium
1.8	Project Property	:	All that piece and parcel of land admeasuring in aggregate 70,871.79 square meters or thereabouts bearing C.T.S. Nos. 322/C, 323/A, 325/A(part), 326,327, 328, 329, 330, 330/1-2, 331, 332, 333, 363(part), 364, 365, 365/1 to 4, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376/A, 376/1-5, 377, 378, 379, 380, 381, 382/A, 416, 422, 424, 425, 426 and 427 situate at Guriya Pada, Link Road, Malad (West), Mumbai 400 064, Village Valnai, Taluka Borivali, Mumbai Suburban District.
1.9	Auris Bliss Land	:	All that piece and parcel of land bearing C.T.S. Nos. 365,

			365/1, 365/2, 365/3, 365/4, 366, 367 and 368, thus aggregating to 4126 sq. meters or thereabouts situate at Guriya Pada, Link Road, Malad (West), Mumbai 400 064, Village Valnai, Taluka Borivali, Mumbai Suburban District being a portion of the Project Property more particularly described in Column 1.8 above.
1.10	Auris Bliss Project	:	Residential cum commercial project known as "Auris Bliss" comprising of one basement, shop line on ground floor, 7 (seven) levels of podium, E-deck on 8 th level and 1 st to 40 th habitable floors standing on Auris Bliss Land.
1.11	RERA	:	The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as " RERA Act ") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as " RERA Rules ").
1.12	Real Estate Project/Project	:	Construction of the said Building to be constructed on a Auris Bliss Land and shown in red colour hatched lines on the plan annexed and marked as Annexure "4" hereto. The layout of the said Building is a phase of the real estate project and as such is a project as provided under Section 3 of RERA Act read with RERA Rule.
1.13	Registration of Real Estate Project/Project	:	The Promoter will register the Real Estate Project with the Real Estate Regulatory Authority under the provisions of Section 5 of RERA Act read with RERA Rules.

2 Application

- 2.1 This Application constitutes an offer by the Applicant(s) to acquire the Flat in the Project at or for the Sale Price together with the Other Charges.

3 NRI / Non Resident / Foreign National of Indian Origin / Foreign Nationals / Foreign Companies

- 3.1 The Applicant(s) agrees that in case the Applicant(s) is an NRI or Non-Resident / Foreign National of Indian Origin / Foreign Nationals / Foreign Companies, then in that event, the Applicant(s) shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules / guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. In case, any such permission is refused or subsequently found lacking, by any statutory authority, the same shall constitute breach of the terms hereof.

4 Sale Price

- 4.1 The Applicant(s) shall make timely payment of the Sale Price as per the Payment

Schedule specified in Annexure – 1 annexed hereto, time being of the essence. It shall be the obligation of the Applicant(s) to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source (“TDS”) as per applicable law. The deduction of an amount made by the Applicant(s) on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to the Promoter, shall be acknowledged/credited by the Promoter only upon Applicant(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

- 4.2 This Application shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Application Money drawn in favour of “TRANSCON-SHETH CREATORS PRIVATE LIMITED” and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of “TRANSCON-SHETH CREATORS PRIVATE LIMITED” towards Goods and Service Tax (“GST”).
- 4.3 The Promoter shall confirm the final carpet area of the Flat that has been agreed to be allotted to the Applicant/s only after construction of the Project is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the Flat, subject to variation cap of 3%. The Sale Price payable for the Flat shall be recalculated based on the carpet area of the Flat. If there is any reduction in carpet area of the Flat, then the Promoter shall refund the excess money paid by the Applicant/s within 45 (forty five) days together with interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as “Interest Rate”). In the event of increase in carpet area of the Flat, the Applicant/s shall make the payment of such excess area in the immediate next installment of the Sale Price.
- 4.4 Notwithstanding anything contained in this Application or otherwise, in the event the cheque/s issued by the Applicant/s is/are bounced / not honoured by the banker/s of the Applicant/s then without prejudice to rights of the Promoter to claim interest on the amounts due and/or cancel and terminate this Application in the manner provided herein, the Applicant/s shall be liable to pay Rs.1000/- (Rupees One Thousand Only) plus GST, towards cheque/s bouncing charges for each incident of cheque bouncing.

5. Acceptance of Application

- 5.1 The Applicant shall submit the Application Form, duly filed in with all the details alongwith Application Money. The Applicant shall make the payment of balance amount of Earnest Money within 30 (thirty) days from the date hereof and the balance Sale Price as per Payment Schedule as contained in Annexure – 1 annexed hereto. It is clarified that this Application and / or the receipt of the Earnest Amount do not confer or constitute any right upon the Applicant(s) in or to the Flat.
- 5.2 The Application shall be deemed to be incomplete until the deposit and clearance of the entire Earnest Amount.
- 5.3 The Promoter shall have the right to reject the Application at its sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between the Promoter and the Applicant(s) under the applicable law. In the event of rejection of the Application, the amounts paid by the Applicant(s) up to the date of such rejection shall be refunded to the Applicant(s) in full without interest within 30 (thirty) days from the date of such rejection.

- 5.4 The Applicant(s) agrees and undertakes to execute and register an Agreement for Sale under the provisions of applicable law in respect of the Flat, within 30 (thirty) days from the date of intimation by the Promoter and in the form as drawn up by the Promoter. It is clarified that the Promoter shall invite the Applicant(s) to execute and register Agreement for Sale, subject (i) Application is not rejected by the Promoter, (ii) the Applicant(s) observing and performing all the terms and conditions of this Application and the Applicant(s) paying the necessary stamp duty and registration charges thereon. In the event the Applicant(s) fail(s) and/or neglect(s) to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to the Promoter under RERA or otherwise including right to cancel this Application, the Applicant shall be liable to pay interest at the Interest Rate calculated from the date of this Application till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Application, (whichever is earlier).
- 5.5 The Applicant(s) is/are aware that the Auris Bliss Project is being constructed on the Auris Bliss Land which shall be consisting of one basement, shop line on ground floor, 7 (seven) levels of podium, E-deck on 8th level and 1st to 40th habitable floors as residential area in the manner as may be sanctioned and approved by the concerned authority from time to time.
- 5.6 The Applicant(s) agrees and undertakes to be bound by and undertakes to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the Payment Schedule specified in Annexure-1 annexed hereto and Other Charges specified in Annexure -2 annexed hereto.
- 5.7 The Applicant(s) hereby confirm, agrees and acknowledges that, if this Application of Flat is done by the Applicant(s) through any Agent/Broker ("**Agent/Broker**"), then in that event the Promoters shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker in respect of Auris Bliss Project and/or Auris Serenity Project and/or Real Estate Project and the Applicant(s) further confirm that Promoters shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with the Applicant(s).

6. Plans and Specifications

- 6.1 The Applicant(s) hereby confirm(s) that he/she/they has/have inspected all the documents pertaining to the title of the Project Property and has /have satisfied himself/herself/themselves with the interest and title of the Promoter with respect to the Project Property and has /have satisfied and accepted the same.
- 6.2 The Applicant(s) hereby confirm(s) that he/she/they has/have obtained all information and details in relation to the Project and has/have satisfied and accepted the same. The Applicant(s) is aware and understood that the Project is consisting of various multistoried buildings being constructed on the proposed layout.
- 6.3 The Applicant(s) hereby confirms that he/she/they has/have inspected all the existing approvals in respect of the development of the Project. The Applicant(s) is aware that, while some of the approvals for development of the Project have been obtained, the Promoter has applied for and / or are in the process of applying for further approvals or amending the proposed layout plans in respect of Auris Bliss Project from the concerned statutory authorities and the Applicant(s) is satisfied with the same. The proposed building plans for the various wings and phases based on the

FSI or additional FSI or the benefits which may be generated in future from the Project Property or any part thereof and shall be in accordance with the plans sanctioned and approved by the concerned authorities. The Applicant(s) agrees to abide by the terms and conditions of all such approvals.

- 6.4 The Applicant(s) is aware that the dimension, shape and size of the Flat will be in accordance with the building plans which may increase or decrease by 3% in the carpet area as provided herein. In the event there being any increase upto 3% of the carpet area as agreed to be allotted, then in that event the Sale Price shall proportionately stand increased and shall be paid by the Applicant(s) to the Promoter, proportionately in the next installment of Sale Price and payable as per Payment Schedule set out in Annexure-1 hereto. In the event there being decrease in carpet area of the Flat upto 3% of the carpet area as agreed to be allotted, then the Sale Price in respect of the Flat shall accordingly be adjusted proportionately in the installment of Sale Price due and payable by the Applicant(s). In the event due to increase or decrease more than 3% as agreed herein, if the Applicant(s) desires to withdraw this Application, on account of such changes, the Applicant(s) shall issue a written request of such withdrawal to the Promoter and on receipt of such request, the Promoter shall cancel this Applicant and refund the amounts paid to the Promoter till then together with the interest at the Interest Rate.
- 6.5 It is expressly agreed that the entitlement of the Applicant(s), on execution and registration of the Agreement for Sale, shall only be restricted to the Flat and the Promoter shall be entitled to deal with all the other flats/premises in the Project and the Project Property without any reference or recourse or consent or concurrence from the Applicant(s) in any manner whatsoever. The Promoter shall be entitled to develop the Project Property without any reference or recourse or consent or concurrence from the Applicant(s) in any manner whatsoever.
- 6.6 The Promoter has informed the Applicant(s) that the Auris Bliss Project is a phase wise project and is being developed as a proposed layout consisting of a multistoried buildings comprising of three phases as mentioned in paragraph 5.5 above in the manner that the full development potential of the Project Property including existing / future additional Floor Space Index (FSI) / Fungible FSI / Transferable Development Rights (TDR) has been utilized and consumed.
- 6.7 The Promoter shall reserve Car Parking for the Applicant(s). It is clarified that location of the Car Parking shall be identified by the Promoters at their sole and absolute discretion at the time of offering possession of the Flat.
- 6.8 The Flat may be with fixtures, fittings and amenities as set out in **Annexure 5** hereto.

7. Rules Governing Schedule of Payments

- 7.1 The Promoters shall as per the Payment Schedule, intimate in writing to the Applicant(s) herein to make payment of the amount payable as stated in the Payment Schedule and the Applicant(s) shall without any demur or protest, make payment within 10 (ten) days of issuance of intimation in writing by the Promoters /, time being of the essence. In the event such payment is not made within the prescribed period of 10 (ten) days, then on expiry of 10 (ten) days, the Promoters, without prejudice to the rights and remedies available to Promoters under law including its right to cancel and terminate the Application / Agreement for Sale, shall be entitled and the Applicant(s) shall be liable to pay interest at Interest Rate calculated from the due date of payment till actual payment and realization thereof.

- 7.2 It is clarified that the Sale Price as mentioned in this Application is exclusive of all the property tax, land revenue, NA Taxes, other taxes (Municipal / State / Federal) and / or other statutory duties, GST, levies, cesses, charges, deposits, premiums, duties imposed by Statutory Authorities, Stamp Duty, Registration Charges, Common Area Maintenance Charges, Project Management Fee, and / or other outgoings by any other name in respect of and applicable to Project Property, Project, said Building and Flat, existing on or imposed after the date of this Application, whether payable now and / or in future and / or those which is / are sub judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per law, and shall be to the account and liability of and borne and paid by the Applicant(s) alone, without any delay / protest. Further, the Applicant(s) agrees that in the event of non-payment of such amounts, the Promoter shall have similar remedy as of non payment of installment of the Sale Price as stated in this Application.
- 7.3 The Applicant(s) shall, in addition to the Sale Price as mentioned in this Application Form for the Flat, pay to the Promoter the amount(s) and other charges as more particularly set out in Annexure 2 hereto.
- 7.4 The Promoter shall have the sole discretion to Appoint / Nominate the Service / Utility Providers / Vendors and Project Management Consultant on such terms and conditions as agreed by the Promoter and the same shall be binding upon the Applicant(s).
- 7.5 The Applicant(s) shall be required to pay deposits of the clubhouse and swimming pool plus applicable taxes thereon. The Applicant(s) will be liable to pay further usage and service charges as and when applicable and the Applicant(s) shall be required to sign the necessary documents for membership of the Club, which shall contain the detailed terms and conditions.
- 7.6 All payments, required to be made under this Application (except GST) shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of TRANSCON-SHETH CREATORS PRIVATE LIMITED, unless otherwise informed by the Promoter to the Applicant(s) in writing. The payments towards GST shall also be made by Account Payee Cheques / Pay Order / Demand Drafts drawn in favour of TRANSCON-SHETH CREATORS PRIVATE LIMITED unless otherwise informed by the Promoter to the Applicant(s) in writing. No payment made otherwise than as aforesaid, shall be valid or binding against the Promoter, unless otherwise informed by the Promoter to the Applicant(s) in writing.
- 7.7 In the event the Applicant(s) obtains a loan from any Bank / Financial Institution for payment of the Sale Price (or part thereof) in respect of the Flat, the Applicant(s) shall solely be responsible and liable to ensure timely payment of the Sale Price (or part thereof) to the Promoter, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution.
- 7.8 The Applicant(s) declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the Applicant(s) shall be treated as one single person / entity for the purpose of this Application and all shall be liable for the consequences jointly as well as severally.
- 7.9 The Promoter shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.

8 Events of Default, Cancellation and Consequences

8.1. Application Form

In the event the Applicant(s) commits a breach of the terms and conditions contained in this Application, the Promoter shall be entitled to terminate this Application, after the Promoter gives to the Applicant(s), firstly a notice of 15 days and thereafter a notice of 7 days ("**Notice Period**") in writing of its intention to do so and the Applicant(s) fails to remedy / rectify such breach within Notice Period. In the event of the failure of the Applicant(s) to rectify such breach within the Notice Period then this Application shall stand terminated ipso facto without any further act, deed or thing and upon such termination, the Applicant(s) shall have no claim on the Flat. Upon the termination of this Application, the Promoter shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoter may in its absolute discretion think fit and proper. Upon the termination of this Application, the Promoter shall be entitled to forfeit (i) the Earnest Money paid by the Applicant(s) (ii) brokerage expenses incurred by the Promoter and (iii) applicable taxes / statutory dues / interest / penalties. It is clarified that the amounts so forfeited by the Promoter are agreed, pre-estimated, genuine and reasonable liquidated damages.

8.2. Agreement for Sale

In the event the Applicant(s) commits a breach of the terms and conditions contained in Agreement for Sale, the Promoter shall be entitled to terminate Agreement for Sale, after the Promoter gives to the Applicant(s), a notice of 30 days ("**Notice Period under Agreement**") in writing of its intention to do so and the Applicant(s) fails to remedy / rectify such breach within Notice Period under Agreement. In the event of the failure of the Applicant(s) to rectify such breach within the Notice Period under Agreement then the Agreement for Sale shall stand terminated ipso facto without any further act, deed or thing and upon such termination, the Applicant(s) shall have no claim on the Flat. Upon the termination of the Agreement for Sale, the Promoter shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoter may in its absolute discretion think fit and proper. Upon the termination of the Agreement for Sale, the Promoter shall be entitled to forfeit (i) 10% of the Sale Price (ii) brokerage expenses incurred by the Promoter and (iii) applicable taxes / statutory dues / interest / penalties. It is clarified that the amounts so forfeited by the Promoter are agreed, pre-estimated, genuine and reasonable liquidated damages.

8.3. Subject to force majeure event, the Promoter shall complete the construction of the Flat on or before _____ ("**Possession Date**"). On Promoter intimating the Applicant(s) that the Flat is ready for the occupation and possession, within 7 (seven) days from the date of such intimation, the Applicant(s) shall make the payment of Other Charges, specified in Annexure-2 along with all applicable direct and indirect taxes (including GST) to the Promoter without any delay and/or demure. It is clarified and understood by the Applicant(s) that the Possession Date is in respect of the Flat and not the existing buildings or proposed buildings which may be constructed as per the proposed layout plan on the Project Property.

8.4. The Applicant(s) agrees that in case the Promoter is unable to offer the possession of the Flat on or before the Possession Date subject to Force Majeure Events, then the Applicant(s) may, by giving notice in writing to the Promoter elect to cancel / terminate this Application, and in such event, the Promoter shall be liable to refund to the Applicant(s) the amounts already received until the date of such cancellation / termination, less applicable taxes and interest / penalty, brokerage charges, if any, alongwith interest at the Interest Rate as full and final compensation. The Applicant agree that receipt of the said refund by way of cheque by registered post / courier at the address given by the Applicant in this Application, whether the said cheque has/have been accepted / encashed by the Applicant or not, will be considered as

acceptance of the refund made by the Promoter and the liability in terms of the said refund shall come to an end forthwith. Upon such refund by the Promoter to the Applicant(s), this Application or the Agreement for Sale (to be executed) shall be deemed to be cancelled/ terminated and accordingly the Applicant's right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/terminated forthwith. In pursuance thereto, the Promoter shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons, at their sole discretion. The Applicant shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoter re-allotting the Flat to any other person or persons pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Applicant shall not be entitled to claim any right, title, interest or benefit of any nature whatsoever in respect of the Flat.

- 8.5. Provided that in case the Promoter is unable to complete the construction of the Flat and deliver the Flat for occupation and use to the Applicant(s) as provided herein for reasons other than those provided in Clause 8.4 above then, the Applicant(s) may, by giving notice in writing to the Promoter elect to Cancel / Terminate this Application, and in such event, the Promoter shall be liable to refund to the Applicant(s) the amounts already received alongwith interest at the Interest Rate, until the date of such cancellation / termination within 30 (thirty) days from the date of such termination / cancellation.
- 8.6. On cancellation / termination of this Application, the Applicant(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Flat / Project. The Applicant(s) hereby irrevocably authorises the Promoter to execute and register such necessary deeds, documents and writings, for and on behalf of the Applicant(s), in respect of and relating to the termination of this Application including a Deed of Cancellation / Termination, without any reference or recourse to the Applicant(s).

9. Terms of Transfer

Keeping in mind and to safeguard the exclusivity of the Project, the Applicant(s) shall not transfer or assign the Applicant(s) interest or benefit under this Application without the prior written consent of the Promoter.

10. Declaration of free will

The Applicant(s) hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained / given in any advertisement or brochure, by the Promoter and / or its Agents to the Applicant(s) and / or his/her/their Agents, shall be deemed to form part of this Application Form or to have induced the Applicant(s) to make this Application. The relationship between the Applicant(s) and the Promoter in respect of the Flat shall be governed only by the terms and conditions of this Application.

11. Communication

- 11.1 The Applicant(s) shall be bound to notify promptly in writing to the Promoter any change in the preferred address for all correspondence and / or in his/her/their email ID and other relevant contact details and in absence of any such notification by the Applicant(s), all communication (including the Demand Letters for the payments) shall be deemed to have been duly served, if sent to the Applicant(s), to the Address / email ID mentioned in this Application Form.

11.2 In case of joint Applicants, communication sent to the first Applicant shall be deemed to have been sent to all the Applicant(s).

11.3 The Applicant(s) grants his/her/their consent to the Promoter to communicate its marketing communication of the Promoter and / or its Group Companies by letters / email / voice, SMS or otherwise, to the contact details of the Applicant(s) included in this Application Form.

12. General Provisions

12.1 The invalidity of any of the terms, conditions or stipulations of this Application shall not affect the validity of the remaining terms, conditions or stipulations of this Application or the validity of the Application itself.

12.2 No failure to exercise or delay in exercising or enforcing any rights or remedies under this Application shall constitute a waiver thereof and no single or partial exercise or enforcement of any rights or remedies under this Application shall preclude or restrict the further exercise or enforcement of any such rights or remedies.

12.3 The Applicant agrees and confirms not to seek any amendment, modification and/or change in the terms and conditions of this Application Form

12.4 The Applicant(s) shall treat all information pertaining to the Project, including without limitation, the terms of this Application and its Annexures and all writings and communications, plans, drawings, approvals relating to the Project as Confidential and shall not disclose the same to any third party(ies) and shall neither use, nor reproduce for use in any manner whatsoever the same, save and except to any family member and / or lender for the Flat. This clause shall survive the termination of this Application / Confirmation of Allotment.

12.5 The singular includes the plural and vice versa and any work or expression defined in the singular shall have a corresponding meaning if used in the plural or vice versa. A reference to any gender includes a reference to all other genders.

12.6 The Applicant(s) is making this Application after reading and understanding the terms and conditions contained herein and has/have agreed to abide by the same.

Remarks: - _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

INDEX OF ANNEXURE

Annexures to the Application Form

Annexure 1	Payment Schedule
Annexure 2	Other Charges
Annexure 3	Proposed Typical Floor Plan of the Flat
Annexure 4	Proposed Layout Plan of Building
Annexure 5	List of Fixtures and Fittings in Flat

Annexure – 1
Payment Schedule

- a. Rs._____/ - (Rupees _____ only) being 9.9% of the Sale Price as earnest money paid by the Purchaser/s along with applicable service tax/GST to the Promoters before execution of these presents;
- b. Rs._____/ - (Rupees _____ only) equivalent to 20.10% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on execution of this Agreement;
- c. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 1;
- d. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 3;
- e. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 5;
- f. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 7;
- g. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 1st slab/plinth;
- h. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 5th slab;
- i. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 10th slab;
- j. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 15th slab;
- k. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 20th slab;
- l. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 25th slab;
- m. Rs._____/ - (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 30th slab;

- n. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 35th slab;
- o. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of top slab;
- p. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of masonry work of Flat;
- q. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of internal gypsum plaster of Flat;
- r. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Door of Flat;
- s. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of windows of Flat;
- t. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of staircase;
- u. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of lift wells;
- v. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on or before completion of lobby;
- w. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of sanitary fitting of Flat;
- x. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of terrace with water proofing;
- y. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of installation of lift;
- z. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of water pump;
- aa. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of electric fittings of Flat;

- bb. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of entrance lobby;
- cc. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on receipt of occupation certificate.

* All payments to be made within 10 days from the date of issuance of intimation

Note: Every installment payment, will have to be accompanied by a separate instrument, for GST @ [●] % (being the rate currently applicable or such other rate, as may be applicable and communicated in future) of the respective installment.

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Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

Annexure – 2

Other Charges

Sr. No.	Particulars	Amount (Rs.)
1.	Legal Charges	Rs _____/-
2.	Share Money	Rs _____/-
3.	Charges for Formation and Registration of Society	Rs _____/-
4.	Electricity Deposit	Rs. _____/-
5.	Development Charges	Rs. _____/-
6.	Corpus Fund	Rs _____/-
7.	Maintenance Charges Deposit	Rs _____/-
8.	Mahanagar Gas connection (subject to availability)	Rs _____/-

*Stamp Duty, Registration, Service tax, VAT are over and above the amounts mentioned in this Application.

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

Annexure 3

Proposed Typical Floor Plan of the Flat

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Annexure – 4

(Proposed Layout Plan of Building)

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Annexure 5

(List of fixtures and fittings in the Flat)

LIVING ROOM / PASSAGE / DINNING /BEDROOMS

- Vitrified Flooring in the living, dining room & bedroom

BATH ROOM

- Vitrified Flooring
- Branded Sanitary ware and CP Fittings

KITCHEN

- Vitrified Flooring
- Tile dado till lintel level above platform
- Granite kitchen platform with stainless steel sink

ELECTRIC FITTINGS

- Provision for telephone, lights, fans & TV points with adequate extra points, D2H, Internet (wi-fi)

INTERNAL WALL FINISH

- Gypsum wall finish with Paint

DOORS

- Wooden solid core flush doors with laminate finish
- Fire rated main door

WINDOW

- Powder coated aluminum windows

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this _____ day of _____, 20____;

BETWEEN

TRANSCON – SHETH CREATORS PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at C-302, 3rd floor, Waterford Building, Juhu Galli, above Navneet Motors, Andheri (West), Mumbai 400 058, hereinafter referred to as the “**Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the **ONE PART**;

AND

Mr/Mrs/Miss/Messrs. _____

_____ Indian Inhabitant(s) residing at _____

OR

_____ a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business at _____

OR

_____ a Company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____

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

WHEREAS

- A. Originally, the Salsette Catholic Co-operative Housing Society Limited (“**Salsette Society**”) was the owner *inter-alia* of all that piece and parcel of

land admeasuring 70,871.79 square meters or thereabouts situate, lying and being at village Valnai, Taluka Borivali, Mumbai Suburban District along with the structures standing thereon (hereinafter referred to as “**the said Larger Property**”).

- B. By a Notification dated 30th June, 1978 issued by the Deputy Collector (Encroachments) and Competent Authority, Sub-Division, Borivali, a portion admeasuring 14,093 square meters or thereabouts out of the said Larger Property, was declared as Slum Area under Section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (“**SRA Act**”).
- C. Some portions of the said Larger Property are affected by certain reservation under the development plan for Greater Mumbai.
- D. By 2 (two) separate Deeds of Conveyance one dated 9th May, 2007, registered with the Sub-Registrar of Assurances under serial no.5550 of 2007, and other dated 29th August, 2007 and another registered with the Sub-Registrar of Assurances under serial no.7760 of 2007, both made and entered into between Salsette Society, therein referred to as the Vendors of the One Part and the Promoters herein (formerly known as Transcon Properties Pvt. Ltd), therein referred to as the Purchaser/s of the Other Part, Salsette Society sold, transferred and conveyed *inter-alia* the said Larger Property unto the Promoters herein, on the terms and conditions contained therein.
- E. By Notifications dated 18th September, 2010, 6th February, 2014 and 29th May, 2015 portions admeasuring 12,579.5 square meters or thereabouts and 799.82 square meters or thereabouts and 629.24 square meters or thereabouts, respectively, of the said Larger Property are declared as Slum Rehabilitation Area under Section 3C(1) of SRA Act.
- F. Subsequently, name of Transcon Properties Pvt. Ltd. was changed to Transcon-Sheth Creators Pvt. Ltd and fresh Certificate of Incorporation upon consequent upon change of name was issued by Registrar of Companies on 26th February 2013.
- G. The Promoters have proposed to develop (i) portion admeasuring 30,630.75 square meters or thereabouts of the said Larger Property and shown in green colour boundary line on the plan annexed hereto and marked as **Annexure “A”** (hereinafter referred to as the “**Auris Serenity Land**”) in phase wise / manner; and (ii) another portion of land admeasuring 4126 square meters or thereabouts of the said Larger Property, more particularly described in **First Schedule** hereunder written and shown in red colour boundary line on the plan annexed hereto and marked as Annexure “A” (hereinafter referred to as the “**Auris Bliss Land**”), also in phase wise / manner and (iii) remaining portion of said Larger Property as shown in blue colour boundary line on the plan annexed and marked as Annexure “A” hereto (hereto is hereinafter referred to as “**Balance Portion of Larger Land**”), also in phase wise / manner.
- H. The Promoters are proposing to construct building known as “Auris Bliss” comprising of one basement, shop line on ground floor, 7 (seven) levels of podium, E-deck on 8th level and 1st to 40th habitable floors on the Auris Bliss Land and as shown in grey colour wash lines on the plan annexed and marked as Annexure “A” hereto (hereinafter collectively referred to as the “**Auris Bliss**”). The development of Auris Bliss on Auris Bliss Land is hereinafter referred to as the “**Real Estate Project**”/”**Project**”. The Property

Register Card of Auris Bliss Land is annexed and marked as **Annexure “B”** hereto.

- I. The Promoters are also proposing to develop (i) the Auris Serenity Land in phases as shown in green colour boundary line on the plan annexed and marked as Annexure “A” hereto and (ii) Balance Portion of the Larger Land comprising of sale buildings, rehab buildings, PTC buildings, buildable and non buildable reservations etc. also in phases as shown in blue colour boundary line on the plan annexed and marked as Annexure “A” hereto.
- J. The Promoters will register the Real Estate Project with the Real Estate Regulatory Authority (hereinafter referred to as “**Authority**”) under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as “**RERA Rules**”).
- K. The Promoters have entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and specifications of the Auris Bliss and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of Auris Bliss unless otherwise changed by the Promoters.
- L. By a Letter of Intent bearing no. SRA/ENG/0158/PN/PL/LOI dated 16th February, 2017, Slum Rehabilitation Authority has presently sanctioned FSI of 1,83,406.37 square meters to be consumed on the said Larger Property for the purpose of constructing sale buildings. The Promoters are in process of obtaining revised Letter of Intent and as such sanction of further FSI of 1,31,593.63 square meters as per Development Plan of 2034/Development Control Regulation for Greater Mumbai 2034.
- M. Slum Rehabilitation Authority has presently sanctioned the plans inter-alia for construction of Auris Bliss on the Auris Bliss Land and has issued an Intimation of Approval bearing No. No.SRA/ENG/3026/PN/PVT/AP (“**I.O.A.**”) and Commencement Certificate bearing No. SRA/ENG/3026/PN/PL/AP (“**C.C.**”). Hereto collectively annexed and marked as **Annexure “C”** is copy of I.O.A. and C.C.
- N. M/s. I C Legal have issued a Title Certificate relating to the Auris Bliss Land. A copy of the said Title Certificate is annexed hereto and marked as **Annexure “D”**.
- O. The principal and material aspects of the development of the said Larger Property as disclosed by the Promoters are briefly stated below:-
 - i. The said Larger Property would constitute a mixture of users as may be permissible under applicable law from time to time;
 - ii. As per Letter of Intent bearing no. SRA/ENG/0158/PN/PL/LOI dated 16th February, 2017, FSI of 1,83,406.37 square meters is sanctioned to be consumed on the said Larger Property;
 - iii. FSI of 1,31,593.63 square meter is proposed to be consumed on the said Larger Property as per Development Plan of 2034/Development

Control Regulation for Greater Mumbai 2034;

- iv. The scheme and scale of development proposed to be carried out by the Promoters on the said Larger Property is in accordance with applicable law as amended from time to time;
- v. The statutory approvals mandatorily require the Promoters to hand over certain stipulated percentage of the land forming part of the said Larger Property to the concerned authorities or develop the same as public amenity. The Promoters shall determine and identify the portion and location of such land to be handed over for complying with the terms and conditions of statutory approvals.

P. The principal and material aspects of the development of the Real Estate Project/Project are briefly stated below:-

- i. residential cum commercial building known as “Auris Bliss” to be constructed on Auris Bliss Land comprising of one basement, shop line on ground floor, 7 (seven) levels of podium, E-deck on 8th level and 1st to 40th habitable floors as residential area;
- ii. as on date, the Slum Rehabilitation Authority has sanctioned the plans for basement, shop line on ground floor, 7 (seven) levels of podium, E-deck on 8th level and 1st to 32nd habitable floors and are in process of obtaining further sanctions and approvals in respect of Auris Bliss;
- iii. Total FSI of 17,200.25 sq. mtrs. has been sanctioned for consumption in the construction and development of the Auris Bliss. The Promoters proposes to consume a further FSI of 4237.57 square meters thus, aggregating to total FSI of 21,437.82 square meters in the construction and development of the Auris Bliss i.e. Real Estate Project;
- i. The Promoter shall be entitled to confer title of the Auris Bliss Land to such organization/society as permissible under law. The details of formation of the organization/society and conferment of title upon the organization/society with respect to the Auris Bliss Land and all common areas, facilities and amenities, podiums and other spaces and areas on the Auris Bliss Land and Auris Bliss are more particularly specified in the **Second Schedule** hereunder written (“**Common Areas and Amenities of Auris Bliss**”).

Q. The Purchaser/s after having investigated and after being fully satisfied in respect of title of the Promoters to the Auris Bliss Land, has/have approached the Promoters and requested the Promoters to allot to him/her/them Flat No. _____ admeasuring _____ square meter carpet area (excluding balcony) on the _____ habitable floor in “Auris Bliss” to be constructed on the Auris Bliss Land, which flat is shown in red colour boundary lines on the plan annexed and marked as **Annexure “E”** hereto (hereinafter referred to as “**the said Flat**”) for the consideration of Rs. _____ (Rupees _____ Only) (hereinafter referred to as “**Sale Price**”) and on the terms and conditions hereinafter appearing. The said Flat has attached balcony/ies/terrace as shown in red hatched lines on floor plan annexed and marked as **Annexure “E”** hereto.

R. Along with the said Flat, at the request of the Purchaser/s, the Promoters have

also agreed to permit to the Purchaser/s to use and occupation of _____ car parking space in podium of the Auris Bliss (hereinafter referred to as “Parking Space”).

- S. The Promoters have created mortgage /charge, inter alia, in respect of their rights in the Project in favour of IDBI Trusteeship Services Limited (hereinafter referred to as “Trustee”), the security trustee for and on behalf of Yes Bank Limited (hereinafter referred to as “Lender”).
- T. Copies of following documents are annexed to this Agreement;
 - i. Copy of the plan showing inter-alia the said Auris Bliss Land (**Annexure “A”**);
 - ii. Copy of Property Register Card of the Auris Bliss Land (**Annexure “B”**);
 - iii. Copy of I.O.A. and C.C. (**Annexure “C”**);
 - iv. Copy of Title Certificate given by M/s IC Legal (**Annexure “D”**);
 - v. Copy of the floor plan (**Annexure “E”**);
- U. The Purchaser/s has/have demanded inspection from the Promoters and the Promoters have given inspection to the Purchaser/s of all documents of title relating *inter-alia* to the said Larger Property and Auris Bliss Land including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoters Architects, the Title Certificate, revenue records and all other documents as specified under RERA Act and RERA Rules, as amended upto date and the Purchaser/s is/are fully satisfied with the title of the Promoters in respect of Auris Bliss Land and the Promoters’ right to allot various premises in the Auris Bliss to be constructed on the Auris Bliss Land and has/have agreed not to raise any requisitions on or objections to the same.
- V. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat agreed to be sold to the Purchaser/s, and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908.
- W. Relying upon the said applications, declaration and agreement herein contained, the Promoters have agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.

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

1. AGREEMENT

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

2. CONSTRUCTION OF AURIS BLISS i.e. REAL ESTATE PROJECT

- 2.1 The Promoters shall construct the “Auris Bliss” on the Auris Bliss Land in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Government, Slum Rehabilitation Authority, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Promoters shall have to obtain prior consent

in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser/s.

3. PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION

- 3.1 The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to allot to the Purchaser/s the said Flat being a Flat No. _____ admeasuring _____ square meters carpet area or thereabout (excluding balconies) on _____ habitable floor in the building known as “Auris Bliss”, and as shown in red colour boundary lines on the typical floor plan annexed and marked as **Annexure “E”** at and for the lumpsum price of Rs. _____/- (Rupees _____ only) (hereinafter referred to as “**Sale Price**”) payable by the Purchaser/s to the Promoters in the manner as mentioned in clause 3.6 below.
- 3.2 The said Flat also has balcony/ies and attached terrace, thus aggregating to _____ square meter or thereabouts as shown in red colour hatched lines on floor plan annexed and marked as **Annexure “E”** hereto (hereinafter referred to as “**Appurtenant Area**”). The Purchaser/s acknowledge(s) that all the Appurtenant Area attached to the flats in the Auris Bliss shall belong to occupants/purchaser(s) of such flat.
- 3.3 The Promoters have agreed to permit the Purchaser/s, the right to exclusive use _____ car parking space/s in stilt/podium of Auris Bliss (hereinafter referred to as “**the Parking Space/s**”). The said Flat, Appurtenant Area and Parking Space/s are hereinafter collectively referred to as “**the said Premises**”.
- 3.4 The Appurtenant Area and Parking Space are made available free of charge to the Purchaser/s and the sale price agreed to be paid under this Agreement is only for the carpet area of the said Flat.
- 3.5 The Promoters shall confirm the final carpet area of the said Flat that has been agreed to be allotted to the Purchaser/s only after construction of Auris Bliss is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to variation cap of 3%. The Sale Price payable for the said Flat shall be recalculated based on the carpet area of the said Flat. If there is any reduction in carpet area of the said Flat, then the Promoters shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with the interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as “**Interest Rate**”). In the event of increase in carpet area of the said Flat, the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price.
- 3.6 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs _____/- (Rupees _____ only) to the Promoters as follows:-
- i. Rs. _____/- (Rupees _____ only) being 9.9% of the Sale Price as earnest money paid by the Purchaser/s along with

applicable service tax/GST to the Promoters before execution of these presents;

- ii. Rs. _____/- (Rupees _____ only) equivalent to 20.10% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on execution of this Agreement;
- iii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 1;
- iv. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 3;
- v. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 5;
- vi. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 7;
- vii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 1st slab/plinth;
- viii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 5th slab;
- ix. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 10th slab;
- x. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 15th slab;
- xi. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 20th slab;
- xii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 25th slab;

- xiii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 30th slab;
- xiv. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 35th slab;
- xv. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of top slab;
- xvi. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of masonry work of Flat;
- xvii. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of internal gypsum plaster of Flat;
- xviii. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Door of Flat;
- xix. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of windows of Flat;
- xx. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of staircase;
- xxi. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of lift wells;
- xxii. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on or before completion of lobby;
- xxiii. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of sanitary fitting of Flat;
- xxiv. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of terrace with water proofing;

- xxv. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of installation of lift;
- xxvi. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of water pump;
- xxvii. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of electric fittings of Flat;
- xxviii. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of entrance lobby;
- xxix. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on receipt of occupation certificate.

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

The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoters, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. The aforesaid installments shall be paid within 10 (ten) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any amount or amounts.

- 3.7 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoters 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 Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 3.8 The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“Transcon-Sheth Creators Pvt. Ltd.”**. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of **“Transcon-Sheth Creators Pvt. Ltd.”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part

of the Purchaser/s, in which event without prejudice to the right of the Promoters to charge interest at the Interest Rate on the amounts due, the Promoters shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 30 (thirty) days from the date of such termination of the Agreement.

- 3.9 The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 13.1 hereinafter. Any of the taxes including Service Tax/GST and /or Value Added Tax (VAT), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoters shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- 3.10 The Purchaser/s have simultaneously with the execution of these presents paid to the Promoters being 1% VAT payable on this Agreement as per the present laws. The Purchaser/s agree/s, undertake/s and covenant/s to make payment of VAT as may be applicable from time to time.
- 3.11 The Purchaser/s are aware that as per present statute, Service Tax / GST are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax/GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.
- 3.12 The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax/GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and Service Tax/GST, on or before 7th day of next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective form/s is/are filed, shall furnish challan to the Promoters. The Purchaser/s is/are aware that the time to make the payment of installments and service tax/GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installment together with Service Tax/GST and/or any other tax

(including delivering challan/certificate thereof), then without prejudice to right of the Promoters to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the Interest Rate to the Promoters on all delayed payments from the due date till the date of realization thereof.

- 3.13 The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

4. VOLUNTARY CANCELLATION BY PURCHASER/S

- 4.1 In the event, the Purchaser/s desire/s to cancel the allotment of said Flat for any reason whatsoever (save and except the Promoter fails to offer the possession of the said Flat in terms of this Agreement), then Promoters shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Price and the Purchaser/s shall not be entitled to such amount paid by him/her/them to the Promoters. The Purchaser/s shall also have to bear and pay to the Promoters, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoters to the broker. The Promoters shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoters from the Purchaser/s till the time of such cancellation. The Promoters shall return the balance amount from the Sale Price (if any) to the Purchaser/s within 30 (thirty) days from the date of such cancellation.

5. FULL AGREEMENT

- 5.1 The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

6. PARKING SPACE/S AND APPURTENANT AREA

- 6.1 The Purchaser/s is/are aware that the said Parking Space/s and Appurtenant Area are provided by the Promoters to the Purchaser/s without consideration. The Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s by the Promoters and/or the said Organisation to be formed by all the purchasers of flats in the Auris Bliss and shall pay such outgoings in respect of the Parking Space/s and Appurtenant Area as may be levied by such Organisation to be formed by them.
- 6.2 The Purchaser/s herein agree/s and confirm/s that Parking Space/s shall be used for parking of the motor vehicles only and the Appurtenant Area shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s and/or Appurtenant Area;
- 6.3 The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the

Promoters for other purchaser/s and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein.

7. EVENT OF DEFAULT AND CONSEQUENCES

7.1 The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

- (i) If the Purchaser's delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- (viii) If the Purchaser/s carries out any structural alteration and/or addition in respect of the said Flat or Auris Bliss or any part thereof;
- (ix) If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Flat or any part thereof;

7.2 On happening or occurring of any of the Event of Default, the Promoters shall without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoters shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct all amounts mentioned in Clause 3.12 above and balance if any,

shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat to the new purchaser/s shall be of the Promoters and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoters. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoters exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoters shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Owner (if any) towards the said Flat and (paid by him/her/them to the Promoters towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoters towards the said Flat. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Promoters his/her / their proportionate share to make up such deficit.

- 7.3 Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoters, then the Promoters shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit the amounts as mentioned in Clause 7.2 from the Sale Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoters interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.

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

8. RIGHTS IN THE SAID FLAT AND COMMON AREA

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

9. ORGANISATION AND TRANSFER

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

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

- 9.2 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats/premises, car parking spaces etc. in Tower Auris Bliss shall at all times be and remain the absolute property of the Promoters and the Promoters may if it so desires, become member of the Organization in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organization shall object to or dispute the same. On Promoters intimating to the Organization, the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the Organization shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoters from such purchasers towards charges, development charges, legal charges etc. as mentioned in Clause 13.1 below. It is further clarified that for sale of such premises, Promoters shall not be liable to take any permission/consent of the Organization.
- 9.3 The Purchaser/s shall pay to the Promoters/Organization the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises immediately on taking possession of the said Flat.
- 9.4 The Promoters have informed to the Purchaser/s and the Purchaser/s is/are aware that the Promoters after all flats/shops/units/premises etc. are sold in Auris Bliss and sale proceeds are received in respect thereof and at the cost and expenses of the purchaser/s of the flats/shops/units/premises etc., shall form and register co-operative society/s under the Maharashtra Co-operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act, 1970 or Limited Company in respect of Auris Bliss to be known by such name as the Promoters may decide.
- 9.5 It is agreed that the Promoters, at the cost and expenses of the purchasers of the flats in Auris Bliss, shall execute Deed of Conveyance of Auris Bliss Land, Auris Bliss, Common Areas and Amenities of Auris Bliss (hereinafter referred to as **"Property of Organisation"**) in favour of the Organization only after Promoters have:-
- (i) utilised, consumed, loaded etc. entire FSI, potential for which purpose the completion of Auris Bliss shall not be delayed;
 - (ii) completed the construction of Auris Bliss;

- (iii) received all the amounts from the purchasers of the flats/units and car parking spaces including the Sale Price from the Purchaser/s hereof in respect of said Flat;
- (iv) The Purchaser/s shall at no time demand partition of Auris Bliss and/or Auris Bliss Land etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

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

9.7 It is agreed that one month prior to the execution of agreements/documents in favour of the said Organisation, the Purchaser/s shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of Auris Bliss in favour of the Organisation. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this agreement and/or all other documents etc.

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

9.9 The Purchaser/s and the person/s, to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoters or the said Organisation may require for safeguarding the interest of Promoters in Auris Bliss.

10. AURIS BLISS i.e. REAL ESTATE PROJECT

10.1 The name of Auris Bliss alongwith Common Areas and Amenities of Auris Bliss shall always be known as **"Auris Bliss"** or such other name as may be confirmed by the Promoters and this name shall not be changed without the written permission of the Promoters.

10.2 It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the **Third Schedule** hereunder written and the Purchaser/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

10.3 It is agreed that the said Flat shall be of mivan with normal brick with cement plaster only.

11. POSSESSION DATE DELAY AND TERMINATION

- 11.1 The Promoters shall complete the construction of the said Flat and offer possession thereof to the Purchaser/s by _____ (“**the said Date**”). If the Promoters fail and/or neglect to offer possession of the said Flat to the Purchaser/s on the said Date on account of reasons beyond their control, then Promoters shall be liable, on demand, refund to the Purchaser/s the amounts already received by the Promoters from the Purchaser/s in respect of the said Flat with interest at the Interest Rate calculated from the date. The Promoters received such amount and till such amount is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for offering possession of the Said Flat to the Purchaser/s , if the completion of the Project is delayed on account of;
- (i) War, Civil Commotion and/or act of God;
 - (ii) Any force majeure events;
 - (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - (iv) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
 - (v) Any other circumstances that may be deemed reasonable by the Authority;
 - (vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from MCGM, statutory and other concerned authorities.
- 11.2 The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause 13.1 below. The Promoters, upon receipt of Occupation Certificate of the said Flat from the competent authority, and subject to the Purchaser/s observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under these presents), shall send a written notice to the Purchaser/s (“**Possession Notice**”) to occupy the said Flat within 60 (sixty) days from the date of such notice. The Purchaser/s shall occupy the said Flat within 60 (sixty) days of the Promoters giving Possession Notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the “**Date of Possession**” and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the Date of Possession.
- 11.3 On and from 60 (sixty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser/s (whichever is earlier), the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of Auris Bliss Land or part thereof (as the case may be) and the Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of Auris Bliss Land, Common Areas and Amenities of Auris Bliss. Until said Organisation is formed and the Deed of Conveyance of the Property of Organisation is executed and registered in favour of said Organisation as mentioned in Clause 9 above, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters from time to time. At the time of handing over possession of the

said Flat, the Purchaser/s shall pay to the Promoters the sum as mentioned in Clause 13.1 by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by SRA/MCGM at the time of possession. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with Promoters until Deed of Conveyance of the Auris Bliss Land (including Auris Bliss and Common Areas and Amenities of Auris Bliss) is executed and registered in favour of the said Organisation as mentioned in Clause 9 above. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Organization.

11.4 If the Promoters fail(s) to offer the possession of the said Flat to the Purchaser/s on or before Possession Date, (save and except for the reasons as stated in Clause 11.1), then the Purchaser/s shall be entitled to either of the following:

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

OR

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

11.5 In case if the Purchaser/s elects his/her/their remedy under sub-clause 11.4(i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 11.4 (ii) above.

12. USAGE

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

13. OTHER CHARGES

13.1 As part of the transaction contemplated herein, the Purchaser/s shall, simultaneously with Promoters offering possession of the said Flat, pay to the Promoters, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3.1 above and all other amount payable by the

Purchaser/s under this Agreement or otherwise. The Promoters are entitled to retain and appropriate the same to its own account.

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

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

14. COVENANT AND REPRESENTATION OF THE PURCHASER/S

14.1 The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, even after Auris Bliss Land is conveyed or leased in favour of the said Organisation, is executed, hereby covenant/s with the Promoters as follows:-

- (i) Not to do or suffer to be done anything in or to Real Estate Project, Auris Bliss, said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the said Flat at the Purchasers' own cost in good repair and condition from the date on which the Purchaser/s is/are permitted to use the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- (ii) Not to store anything in the refuge floor and/or in fire check floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Project or Auris Bliss or storing of such goods which is objected to by the concerned local or other

authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Project or Auris Bliss and in case any damage is caused to the Project or Auris Bliss on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Project and Auris Bliss.
- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project or Auris Bliss and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Project or Auris Bliss or do any act to affect the F.S.I potential of the Auris Bliss Land.
- (vi) Not to affix any fixtures or grills on the exterior of the Tower for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoters and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoters.
- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Auris Bliss Land / Project / Auris Bliss or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (viii) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause 13.1 above and pay within 10 days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Project.
- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoters / Organization. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters herein.
- (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said Organization, for the purpose of maintenance and up-keep of the Project/Auris Bliss and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
- (xii) Shall not violate and shall observe and perform all the rules and regulations which the Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project/Auris Bliss and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the Project or Auris Bliss which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Project or Auris Bliss and the Purchaser/s shall not hold the Promoters so liable;
- (xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the Project and/or Auris Bliss.
- (xv) Shall never in any manner enclose any Appurtenant Area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

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

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

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

- (xvii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Auris Bliss Land / Project / Auris Bliss. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately rectify the same at his/her/their own costs and expenses.
- (xviii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, Project or the Auris Bliss Land or Auris Bliss or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action at his/her/their own costs and expenses
- (xix) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or Project and/or Auris Bliss nor litter or permit any littering in the common areas in or around the said Premises and/or the Project and/or Auris Bliss and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or Project and/or Auris Bliss to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.
- (xx) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the Project and/or Auris Bliss or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the s Project and/or Auris Bliss. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility

provided in the Project and/or Auris Bliss. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action

- (xxi) Shall not display at any place in Auris Bliss Land and/or Auris Bliss any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the Auris Bliss Land and/or Auris Bliss or common area therein or in any other place or on the window, doors and corridors of the Project and/or Auris Bliss.
- (xxii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Project and/or Auris Bliss or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;
- (xxiii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters;
- (xxiv) Shall cause the said Organisation to paint Project and/or Auris Bliss at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the said Organisation.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the Auris Bliss Land and also has actual, physical and legal possession of the Auris Bliss Land for the implementation of the Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Project except those disclosed to the Purchaser/s;
- (iv) There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Purchaser/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and

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

- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoters are restricted to enter into these presents;
- (vii) At the time of execution of Deed of Conveyance of Property of Organisation in favour of the Organisation, the Promoters shall handover lawful possession of Property of Organisation to the Organization.

16. ENTRY IN THE SAID PREMISES

- 16.1 The Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Project and/or Auris Bliss and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Project and/or Auris Bliss in respect whereof, the purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc..

17. DEFECT LIABILITY

If within a period of 5 (five) years from the date of offering possession of the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the said Premises or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of directly and/or indirectly attributable to the Purchaser/s and/or other occupants of the Project.

18. MAINTENANCE CONTRACT

PROJECT

The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Project, such decision shall be final and binding until the Deed of Conveyance in respect of the Property of Organisation is executed in favour of the said Organisation. Thereafter, the Organisation will undertake to maintain the Property of Organisation and every part thereof in the manner as it was handed over save

and except normal wear and tear of the property and the said Organisation shall create and maintain a sinking fund for the purpose of such maintenance.

19. HOARDINGS AND SIGN BOARDS

It is expressly agreed that the Promoters shall have an irrevocable right and be entitled to put a hoarding on the Project and/or Auris Bliss or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Auris Bliss as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the Auris Bliss Land and/or Auris Bliss for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s / Organization shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters.

20. TRANSFER

The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser/s is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, then the Purchaser/s shall be required to obtain prior written consent of the Promoters, which consent shall be given by the Promoters, subject to such terms and conditions as the Promoters may deem fit and proper.

21. MORTGAGE

21.1 The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoters mortgaging the Auris Bliss Land alongwith the Project and/or Auris Bliss being constructed thereon, to enable the Promoters to augment the funds for the development of the Project and/or Auris Bliss. The Promoters shall clear the mortgage debt of the Project in all respects before the execution of Deed of Conveyance of Property of Organisation unto the said Organisation in the manner provided in this Agreement.

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

Agreement for recovery of any amount due and payable by the Purchaser/s to Promoters under this Agreement or otherwise.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SUBSEQUENT PURCHASER(S)

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 Project shall equally be applicable to and enforceable against any subsequent purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

23. WAIVER

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

24. SEVERABILITY

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE

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

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or

of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION AND REGISTRATION

- 27.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
- 27.2 The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters and Purchaser/s will attend such office and admit execution thereof.
- 27.3 The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

28. INDEMNITY

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

29. NOTICE

- 29.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned
- 29.2 A notice shall be deemed to have been served as follows:-
- (i) if personally delivered, at the time of delivery
 - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

30. PAN

For the purposes of this transaction, the details of the PAN of the Promoters and the Purchaser/s are as follows:

- | | | |
|------|-----------------|------------|
| (i) | Promoters PAN | AAACT0197J |
| (ii) | Purchaser/s PAN | _____ |

31. LEGAL ADVICE

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO **(Description of the said Auris Bliss Land)**

ALL THAT piece and parcel of land bearing C.T.S. Nos. 365, 365/1, 365/2, 365/3, 365/4, 366, 367 and 368, thus aggregating to 4126 sq. meters or thereabouts being a portion of the said Larger Property situate at Guriya Pada, Link Road, Malad (West), Mumbai 400 064, Village Valnai, Taluka Borivali, Mumbai Suburban District and bounded as follows:-

On and towards North	:	Balance Portion of Larger Land;
On and towards West	:	18.30 mtr DP Road;
On and towards South	:	Ramchandra Lane;
On and towards East	:	13.40 mtr DP Road.

THE SECOND SCHEDULE ABOVE REFERRED TO **(Description of the Common Areas and Amenities of Auris Bliss)**

SAFETY FEATURES:

- DG power back up for designated areas of apartments / Elevators and Common areas
- Panic button in the living room and master bedroom
- Gas detector in the kitchen

COMMON AMENITIES:

- Well planed Entrance Lobby with branded passenger
- CCTV in the common area
- Fire safety features as per norms
- Provision of piped gas connection

EXTERNAL AMENITIES:

- Gymnasium
- Multipurpose Hall (Proposed)
- Indoor Games Room (Proposed)
- Swimming Pool
- Kids Pool
- Pool Deck
- BBQ Area

- Part Lawn
- Kids Play Area
- Plumbing network
- Electric wiring network on podium
- Necessary light, telephone and public water connections on podium
- The foundations and main walls, columns, girders, beams of podium
- Common areas and facilities such as (i) the ramps, (ii) podium, (iii) open areas, decks, and other recreation facilities
- Any other common amenities and facilities (recreational facilities) as may be sanctioned and approved by concerned authority

The Common Areas and Amenities of Auris Bliss shall be completed on completion of Auris Bliss.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of Amenities in the said Flat)

LIVING ROOM / PASSAGE / DINNING /BEDROOMS

- Vitrified Flooring in the living, dining room & bedroom

BATH ROOM

- Vitrified Flooring
- Branded Sanitary ware and CP Fittings

KITCHEN

- Vitrified Flooring
- Tile dado till lintel level above platform
- Granite kitchen platform with stainless steel sink

ELECTRIC FITTINGS

- Provision for telephone, lights, fans & TV points with adequate extra points, D2H, Internet (wi-fi)

INTERNAL WALL FINISH

- Gypsum wall finish with Paint

DOORS

- Wooden solid core flush doors with laminate finish
- Fire rated main door

WINDOW

- Powder coated aluminum windows

SIGNED SEALED ND DELIVERED by the)
Within named “**Promoters**”)
TRANSCON-SHETH CREATORS PVT. LTD.)
by the hands of its authorized signatory)
Mr. _____)
In the presence of...
1.
2.

SIGNED AND DELIVERED by the)
Within named “**Purchaser/s**”)
Mr /Mrs./ M/s._____)
_____)
_____)
In the presence of...
1.
2.

DRAFT