AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at_______this______day of______, 202__

B E T W E E N:

M/s. E. V. Homes Constructions Private Limited, **(PAN No.-AABCE5013H)** a company incorporated and registered under the Companies Act, 1956 and having its registered office at 212, Vardhaman Chambers, A – Wing, Plot No. 84, Sector – 17, Vashi, Navi Mumbai – 400 703, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

____ Residing at ____ and assessed to income tax under permanent account number (**_________________________)** hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**. The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

Whereas The Company is/shall be constructing the Building (as defined Herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).

Whereas the Chain of Title of the Company to the Larger Property is shown in Annexure 2 (Chain of Title)

Whereas the copy of the Title Report of the Larger Property is at Annexure 3 (Report On Title)

Whereas the company has applied for and obtained various Approvals for the Development of the Building(s). The key Approvals Obtained are set out at Annexure 4 (Key Approvals) Applications for further approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted/ by applicable regulations.

Whereas the company has engaged the Services of M/S Dessin 2000, an Architect registered with the Council of Architects and structural engineers for the preparation of the design drawings in respect of the Building(s) and the construction of the Building(s) shall be under the professional supervision of the said Architect and Structural Engineers as required under the Bye-Laws of the Local Authorities.

AND WHEREAS relying on the assurances and covenants of the Vendor the Purchaser(s) have applied to the Company for allotment of the Unit (as defined herein) in the Building(s)

Whereas a Copy of the floor plan in respect of the said Unit is hereto annexed and marked as Annexure 5 (Floor Plan)

Whereas the Purchaser(s) have examined **and verified** the Larger Property, complete Chain of Title, Title Report, Key Approvals, Floor Plan and other Documents in respect of the Building(s) and the Purchasers are satisfied about the Good, Valid and Marketable Title of the Vendor.

And Whereas Relying upon the said application and the representations, Declarations and assurances made by the Purchaser(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser(s) and the Purchaser(s) have agreed to purchase from the Company the Unit at the consideration and on the terms and Conditions hereinafter appearing.

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

1. Definitions:

I. **“Agreement”** shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance thereof.

II. **“Applicable Law”** shall mean, in respect of any relevant jurisdiction, any statute, law regulation, ordinance, rule, judgement, order, decree, clearance, approval, directive, guideline, policy, requirement, or other Governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on date of this Agreement or thereafter and in each case as amended or modified.

III. **“Approvals”** shall mean and include all licenses, permits, approvals, and sanctions, consents, obtained/to be obtained from or granted/to be granted by the Competent Authorities in connection with the Project/Building/Unit and/or development thereof.

IV. **“Arbitrator”** shall have the meaning ascribed to it in Clause **17.II** below

V. **“Authority”** shall mean

a) any nation or Government or any province, State or any other political subdivision thereof;

b) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or

c) any court, tribunal or arbitrator.

VI. **“Building”** shall mean the single/multi-storied buildings to be/being constructed as part of the Project.

VII. **“Building Conveyance”** shall have the meaning ascribed to it in Clause 11.III below.

VIII. **“MMC (Monthly maintenance Charges) ”** shall have the meaning ascribed to it in Clause 12.I

IX. **“MMC Commencement Date”** shall mean the day from which Purchaser(s) will be required to pay MMC Charges and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser(s) takes possession of the Unit.

X. **“Car Parking Spaces”** shall mean a location whether in open or in stilt or in stack where a small size 4 Wheel Passenger vehicle can be parked. No car parking has been allotted to this particular unit (Annexure 6 Unit & Project Details)

XI. **“Carpet Area”** shall mean the net usable area of the Unit including the area covered by the Internal partition walls of the Unit but shall exclude the area Covered by the external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of the Carpet Area.

XII. **“Cheque Bouncing Charges”** shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including ‘insufficient funds’, ‘stop payment’ or ‘account closed’ and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question.

XIII. **“Common Areas and Amenities”** shall mean the common areas and amenities as are available to and/or in respect of the Building/Larger Property, as the case may be and more particularly describe at Annexure 7 (Common Areas and Amenities)

XIV. **“Company Notice of Termination”** shall have the meaning ascribed to it in Clause 8.II.a.

XV. **“Date of Offer of Possession”** or ‘DOP’ shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser(s) along with the OC in respect of the Unit (the OC maybe for Part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details)

XVI. **“Direct Tax”** or “Direct Taxes” shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied, or imposed together with any interest and penalties in relation thereto.

XVII. **“Exclusive Balcony/Verandah/ Open Terrace Area” or “EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser(s). EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of the EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of EBVT Area.

XVIII. **“Extended DOP”** shall have the meaning ascribed to it in Clause 7.I below

XIX. **“FEMA”** shall have the meaning ascribed to it in Clause 16.I.aa. below

XX. **“Force Majeure”** shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.

XXI. **“FSI Free Constructed Spaces”** shall have the meaning ascribed to it in Clause 12. VIII below.

XXII. **“Indirect Tax” or “Indirect Taxes”** means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and or, levied, by any authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

XXIII. **“Interest”** shall mean simple interest at State Bank of India’s (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the Applicable MCLR for the said Quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

XXIV. **“Larger Property”** means the land with details as described in Annexure 1 (Description of Larger property) for clarity there may be other building(s) and/or Project(s) which will be constructed on the Larger Property.

XXV. **“Loan”** shall have the meaning ascribed to it in Clause 6.I Below

XXVI. **“Net Area”** shall mean the aggregate of the Carpet Area and the EBVT Area.

XXVII. **“OC”** shall have the meaning ascribed to it in Clause 7.III below.

XXVIII. **“Possession Demand Letter”** shall have the meaning ascribed to it in Clause 7.II below.

XXIX. **“Project”** shall mean the project with RERA Registration Number as stated in Annexure 6 (Unit and Project Details) and with details as available with the Concerned RERA Authority (including current and proposed parts of the project) The Project may be part of a layout on the Larger Property which may comprise of various other building(s) and/or Project(s).

XXX. **“Refund Amount”** shall mean:

a) In case of termination pursuant to Clause 8.II.a and Clause 8.II.b an amount equivalent to the Total Consideration or part thereof paid by the Purchaser(s) to the company (excluding Interest or any other charges paid by the Purchaser(s) on account of delayed payments) after deducting therefrom, if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser(s) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser(s) as a potential Purchaser(s)) For avoidance of doubt, it is clarified that any amount paid by the Purchaser(s) which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

b) In case of termination pursuant to Clause 8.II.c an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser(s) to the Company (excluding interest or any other charges paid by the Purchaser(s) on account of delayed payments) and Interest on such amounts from the date of receipt of the respective instalments, after deducting therefrom any amounts paid to 3rd parties by the Company on behalf of the Purchaser(s)(if applicable) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser(s) as a potential Purchaser), till the date of payment of the Refund Amount. For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser(s) towards any Indirect Tax and, or, any other Government Levy.

XXXI. **"RERA"** shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.

XXXII. **"Taxes"** shall mean and include Direct and Indirect Tax.

XXXIII. **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser(s) for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details)as well as any changes in Consideration Value as per the terms of Clause 3.II.

XXXIV. **"Unit"** shall mean the unit in the Building with the Carpet Area and the EBVT Area as specified at Annexure 6 (Unit and Project Details) and the floorplan thereto (with Unit Shaded) annexed hereto as Annexure 5 (Floor Plan)

2. DISCLOSURES AND TITLE:

I. The Purchaser(s) hereby declares and confirms that prior to the execution of this Agreement:

a) The Company has made full and complete disclosure of its Title to Larger Property;

b) He/she has taken inspection of all the relevant documents; and

c) He/she has, in relation to the Unit/Building/Larger Property, satisfied themselves of inter alia the following
    i. Nature of the Company's right, Title and Encumbrances, If any;
    ii. The Approvals (current and future);
    iii. The drawings plans and specification.
    iv. Nature and particulars of fixtures, fittings, and amenities.

II. The Purchaser(s) also hereby confirms that the Purchaser(s) has entered into this Agreement out of his/her own free will and without any coercion and after reviewing and understanding a draft of this agreement. The Purchaser(s) has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable law governing the same.

3. AGREEMENT TO SELL AND CONSIDERATION:

I. The Purchaser(s) hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration as set out at Annexure 6 (Unit and Project Details) hereto subject to the terms and conditions mentioned herein and the Approvals.

II. The Total Consideration shall remain fixed as stated in Annexure 6 (Unit and Project Details) hereto, save and except for proportionate share (in ratio of net area) of any increase in costs/charges levied by any authority, or increase in cost of Building Materials by more than 5 per cent beyond the prevailing rates, as on the date of start of construction of the Building.

III. The Total Consideration shall be paid by the Purchaser(s) to the Company from time to time in the manner more particularly described in Annexure 6 (Unit and Project Details), time being of the essence. The Purchaser(s) shall be responsible for ensuring that payment of each instalment is made within 14 (fourteen) days of the demand for the said instalment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

IV. The Purchaser(s) acknowledges that he/she has chosen the 'Construction Progress Linked Payment Plan' as set out in Annexure 6 since it offers several advantages to the Purchaser(s), including that the instalment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser(s). This significantly reduces the risk of the Purchaser(s) as compared to the 'Time Linked Payment Plan' and the Purchaser(s) has entered into this Agreement considering the advantages and risks of the 'Construction Progress Linked Payment Plan'

V. The Purchaser(s) agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

a. Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6** (*Unit and Project Details*), without any delay or demur for any reason whatsoever.

b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and

c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

VI. It is clarified and the Purchaser accords his/her irrevocable consent to the Company to appropriate any payment made by him/her, notwithstanding any communication to the contrary, in the following manner:

a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser(s).

b. **Secondly**, towards Interest due as on the date of payment.

c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues, and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and

d. **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.

VII. In case of the Dishonour of any cheque, the Cheque bouncing charges shall be payable by the party which issued the cheque in question.

4. CONSTRUCTION AND DEVELOPMENT

I. The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and/or, plans and amendments thereto as approved by the relevant Authorities.

II. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

III. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as maybe directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Ultimate Organization. The Purchaser(s) gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3 per cent of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

IV. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser(s) agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper

5. SECURITIZATION OF THE TOTALCONSIDERATION:

I. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser(s) the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser(s) under this Agreement to the extent of such payment.

6. LOANS AGAINST THE UNIT:

I. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser(s) shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

II. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser(s). All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser(s). Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser(s) has no objection and hereby waives his right to raise any objection in that regard.

III. The Purchaser(s) hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser(s) subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the

Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

IV. The Purchaser(s) indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

7. POSSESSION:

I. Subject to the Purchaser(s) not being in breach of any of the terms hereof and the Purchaser(s) having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavour to provide the Unit to the Purchaser on or before the estimated Date Of Possession set out at **Annexure 6** (*Unit and Project Details*) with an additional grace period of 18 (eighteen) months and any further extension as may be applicable pursuant to Clause (7.IV) (cumulatively referred to as the **Extended DATE OF POSSESSION** i.e. estimated Date Of Possession as set out at **Annexure 6** (*Unit and Project Details*) + additional grace period of 18 (eighteen) months + further extension as may be applicable pursuant to Clause7.IV).

II. The Purchaser(s) shall make full payment of all amounts payable under this Agreementwithin15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (**Possession Demand Letter**) and shall thereafter, take possession of the Unit. In the event the Purchaser(s) fails and, or neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser(s) shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser(s) takes the possession of the Unit. The amounts payable by the Purchaser(s) pursuant to this Clause (7.II) shall be in addition to the MMC Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser(s) has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser(s) shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.

III. The Company shall obtain occupation certificate for the Unit (**OC**) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended Date of Possession. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended Date of Possession.

IV. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser(s) in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:

a. Any event of *Force Majeure*;

b. Riots / other civil disturbances;

c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

d. Any Pandemic Situation like and including ongoing COVID-19, Situations

For the purposes of this Clause (7.IV), a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause (7.IV) and a 3 (three) month recommencement period.

8. TERMINATION:

I. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or escape from the impact of such change in Total Consideration.

<u>Company's Right to Terminate:</u>

II. Company shall have right to terminate this Agreement only in the following circumstances:

a. <u>Non-Payment</u>: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at **Annexure 6** (*Unit and Project Details*) (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser(s) shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser(s) notice of such default and the Purchaser(s) shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser(s) fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (**Company Notice of Termination**).

b. <u>Attempt to Defame</u>: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Company Notice of Termination.

c. <u>Prolonged Stoppage in Construction</u>: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.

III. Consequences of Termination and Payment of Refund Amount

a. On termination of this Agreement by either Party in accordance with the provisions of this Clause8, the booking/allotment of the Unit shall stand immediately terminated and the Purchaser(s) shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause (8.III.b)

b. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser(s) at the end of 12 months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser(s); or (ii) the Purchaser(s) Notice of Termination by the Company, as the case may be, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

9. DEFECTLIABILITY

I. If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In the case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company. Notwithstanding anything stated in this Clause 9 or elsewhere in this Agreement, the Company shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause 9 where the Purchaser has made any structural changes in the Unit or in the materials used thereon.

10. SET OFF /ADJUSTMENT

I. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser(s) to the Company or by the Company to the Purchaser(s) pursuant to this Agreement and in relation to the Unit. The Purchaser(s) agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser(s), in that regard, shall be deemed to have been waive

11. ULTIMATEORGANISATION

I. The Purchaser(s) along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser(s) and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.

II. The Purchaser is aware and agrees that if 40 per cent or more of the carpet area of the Building is retained by the Company (or its nominees), the Company may not form an Ultimate organization and in such case, the powers and responsibilities of the Ultimate organization shall vest with the Company (or its nominees).

III. Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (**Building Conveyance**) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

IV. The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation.

V. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation, in respect of the Unit/ Building/ Larger Property and in this regard the Purchaser for himself and the Ultimate Organisation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation not to claim any such right in respect of the Building/ Larger Property.

VI. The Company hereby agrees that it shall, before execution of Building Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation, the Larger Property is free from encumbrances

12. MMC/MAINTENANCE RELATED AMOUNTS:

I. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the net area of each unit and are payable as the **Monthly Maintenance Charges**. The MMC shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.

II. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Company shall provide reconciliation of the amounts payable towards the MMC on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30thAugust.

III. For the purposes of avoidance of doubt, it is clarified that the MMC shall commence from the MMC Commencement Date, regardless of whether the Purchaser takes such possession or not.

IV. The Purchaser is aware that the Monthly Maintenance Charges are subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum.

V. Where units in the Building remain unsold after the expiry of 6 months from the date of the OC, the MMC payable in respect of such units after the expiry of the aforementioned 6 months period shall be borne and paid by the Company.

VI. All Maintenance Related Amounts are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the

Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment.

Other Key Common Areas

VII. The Purchaser is aware that the Company seeks to provide superior quality of services and facilities for its residents and for such purpose, the Company has/ shall enter into agreements with various third parties/operators (**Service Providers**) in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI (**FSI Free Constructed Spaces**) by the concerned authorities on account of such spaces so as to facilitate the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.

b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

c. Any external members of such facility shall abide by the security, dress and behavioural guidelines that would apply to the residents of the Building.

VIII. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers or through the Service Providers. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers.

13. PROPERTY TAXES:

I. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser(s) on and from the MMC Commencement Date, separately from any other consideration / levy / charge/ MMC, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year.

II. In the event of a Default in Payment of Taxes by the Purchaser(s) towards Property Tax on the demand raised by the Authorities/Company the Purchaser(s) shall be liable to ensure that the same is paid to the Respective Authorities within 15 (fifteen) days of receipt of intimation from the Authorities/Company, failing which the Purchaser(s) shall be liable to pay interest as levied by the concerned Authorities. The Company shall not be responsible for any penalty/delay/action on account of such Default and the same shall entirely be to the account of the purchasers.

   a. The Property Tax for any unsold units in the Building after the formation of the Ultimate Organization, shall be payable by the Company as charged by the competent Authorities, till such unsold units are sold.

14. INDIRECT TAX AND LEVIES:

I. The Purchaser(s) agrees that all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser(s). All Direct Taxes in respect of profit (if any) earned form the development and sale to the Purchaser(s) of the Unit shall be borne by Company.

15. INTEREST:

I. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.XXIII) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

16. PURCHASERS COVENANT:

I. The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes:

a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organisation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

(i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company);

(ii) Not make any changes to the common area/lobby and structural changes in the Building;

(iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;

(iv) Not change the location of the plumbing or electrical lines (except internal extensions);

(v) Not change the location of the wet/waterproofed areas;

(vi) Not make any alteration in the elevation and outside colour scheme of the Building;

(vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;

(viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable);and

(ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.

b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.

c. The Purchaser shall be entitled to use any area outside the Unit (including open plaza, if any) only with the prior written permission of the Company and subject to payment of charges as may be prescribed for all the purchasers/tenants from time to time. The Purchaser shall ensure that any usage of such area is as per the guidelines prescribed by the Company and shall not violate any applicable regulations. The Purchaser also agrees and acknowledges that the Company may at any time withdraw, revoke, terminate the permission granted in its sole absolute discretion and Purchaser will abide by any such decision without any delay or demur.

d. The Purchaser shall adhere to the guidelines prescribed by the Company regarding signage which is visible on any external façade of the building(s) and shall obtain prior written permission for the same from the Company which shall generally be granted no later than 30 days from the date of such application being made with the requisite details.

e. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.

f. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation;

g. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

h. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and/or Ultimate Organisation shall not be changed without the prior written consent of the Company.

i. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc.

j. The Purchaser shall use the Car Parking Space if any Allotted only for purpose of parking the Purchaser's own vehicles.

k. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/ residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

l. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

m. To pay to the Company within 7 (seven) days of demand by the Company, their share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

n. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser.

o. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to pay the provisional electricity charges till installation of the electric meter for the Unit.

p. The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/Transfer of the Unit after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organisation. Any document for sale/ Transfer/ lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the Company.

q. The Purchaser agrees and acknowledges that the sample unit if any constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

r. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.

s. Until a Building Conveyance in favour of the Ultimate Organisation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.

t. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.

u. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organisation and such purchaser of such unsold unit/s shall deemed to be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation to issue such consents and, or, permissions forthwith on request.

v. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation.

w. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser

Here by agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.

x. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.

y. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.

z. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**FEMA**), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

17. DISPUTE RESOLUTION AND GOVERNING LAW:

I. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and Agreement.

II. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 17.I. above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (**Arbitrator**).

III. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

IV. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding here under.

V. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

18. SEVERABILITY:

I. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

II. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

19. WAIVER:

I. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

20. ENTIRE AGREEMENT:

I. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations, and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

ANNEXURE 1

(**Description of Larger Property)**

All that piece and parcel of land lying and situated at Village Mosare, Taluka – Panvel, District – Raigad within the limits of Nanoshi Group Gram Panchayat and also within the limits of Registrar, District – Raigad, Taluka – Panvel of the following Survey Number, Hissa Number and Area.

Serial No.	Gut/Survey No.	Hissa No.	Area (H-R-P)	Assessed at (Rupees-Paise)
1.	54	1/C	0-16-90 <u>0-01-10</u> 0-18-00	1-02
2.	53	0	0-21-20 <u>0-00-80</u> 0-22-00	2-44

The boundaries of the above-described Said Land are as per the annexed Gut Book Map.

ANNEXURE 2

(Chain of Title)

Vide Deed of indenture dated 26th November 2019 made, entered, executed and registered under GRN. No.MH008631175201920R with Sub-Registrar (IGR548 /PNL5_ PANVEL NO.5 SUB REGISTRAR) at Panvel, District-1301/ Raigad

BETWEEN

Mr. Elanjickamalil Varkey Benny (therein referred to as the "**Vendor**") **AND M/s. E. V. Homes Constructions PVT. LTD.** (therein referred to as the "**Purchaser**") wherein the **Vendor(s)** sold, conveyed transferred and assured to the **Purchaser(s)**, the Larger property for valuable consideration and on such terms, covenants and conditions stated therein.

The brief chain of title of the Company to the Larger Property is as described in the Report on the Title dated (22.01.2021) at Annexure 3 (Report on Title)

ANNEXURE 3

(Report on Title)

ANNEXURE 4

(Key Approvals)

Sr. No.	Approval/Document	Date Of Document	Document Ref. No.	Issuing Authority
1	Commencement Certificate	06/01/2020	CIDCO/NAINA/Panvel/Mosare/BP-00504/CC/2019/0021	CIDCO LTD
2	MAHA-RERA Registration	21/01/2020	MAHARERA No. P52000024134	MAHARERA

ANNEXURE 5:

(FLOOR PLAN)

Annexure 6

(UNIT & PROJECT DETAILS)

(I) Customer Name**:**

(II) Correspondence Address of Purchaser:

(III) **Email ID of Purchaser**:

(IV) **Unit Details**:

(i) Development/Project :
(ii) Building Number :
(iii) Unit No. :
(iv) Area :
(v) Unit Type :

	Sq. Ft.	Sq. Mtrs.
Carpet Area		
Balcony Area		
Terrace Area		

(I) **Consideration Value (CV):**

(II) **Payment Schedule for the Consideration Value (CV):**

SR. NO.	STAGE	PAYMENT DETAILS	AMOUNT
1	ON BOOKING		
2	AFTER REGISTRATION OF AGREEMENT WITHIN 7 DAYS		
3	ON COMPLETION OF PLINTH		
4	ON CASTING OF FIRST SLAB		
5	ON CASTING OF SECOND SLAB		
6	ON CASTING OF THIRD SLAB		
7	ON CASTING OF FOURTH SLAB		
8	ON CASTING OF ROOF/FIFTH SLAB		
9	ON COMMENCEMENT OF BRICKWORK		
10	ON COMMENCEMENT OF INTERNAL PLASTERING		
11	ON COMMENCEMENT OF EXTERNAL PLASTERING		
12	ON COMMENCEMENT OF APARTMENT FLOORING/FINISHING		
13	ON POSSESSION		
TOTAL			

(III) **Date of Offer of Possession**: 31st December 2023 **(**subject to additional grace period of 18 (eighteen) months and any extension as may be applicable on account of the provisions of Clause 7.IV)

(IV) **Project Details:**

1) Project Name: E V HEART CITY-1
2) RERA Registration Number: P52000024134

Annexure 7

(Common Areas and Amenities)

LIST OF AMENITIES PROVIDED IN E V HEART CITY-1

In Plot Bearing Survey No. 53/0, 54/1C at Village Mosare, Taluka- Panvel, and District-Raigad-410206

Common Areas & Facilities, Amenities

- Internal Roads
- Water Supply
- Sewerage (Chamber, Lines, Septic Tank)
- Strom Water Drains
- Landscaping & Tree Planting
- Open Area Lighting
- Electrical Meter Room
- Aggregate area of recreational Open Space