

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____day of _____, 20__ between:

SHREE VARADKRUPA TOWERS LLP (Formerly SHREE VARADKRUPA TOWERS PVT. LTD.), a Limited Liability Partnership incorporated under the Companies Act 2013, having registered office at _____, through its Designated & Authorized Partner_____ for the brevity's sake hereinafter referred to as **“the Developer / Vendor”**, which expression unless repugnant to the context or the meaning thereof shall mean and include its successors and assigns of the **One Part**,

AND

1. _____, Aged __ years, having PAN No. _____
and residing at _____;
2. _____, Aged __ years, having PAN No. _____
and residing at _____;
3. _____, Aged __ years, having PAN No. _____
and residing at _____;

For brevity's sake hereinafter referred to as "**the Purchaser(s)**", which expression unless repugnant to the context or the meaning thereof shall mean and include his / her / their heirs, executors, administrators, successors and assigns of the **Other Part**.

- A. Shri Dhanjibhai Bomanji Cama, a Parsi Zoroastrian inhabitant of Mumbai was during his lifetime solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of the non-agricultural plot of land or ground inter alia bearing **Survey No.27, City Survey Nos. 54, 54/1 to 93 and 54/118 to 157 containing by measurement an aggregate area of 6000 sq. mtrs.** or thereabout of Village Kirol, Taluka Kurla, Mumbai Suburban District, Mumbai (Hereinafter for the sake of brevity referred to as "**the said larger piece of land**");
- B. The said Shri Dhanjibhai Bomanji Cama, a bachelor, died in Bombay on 31.03.1970 leaving his last will and testament in English language and characters dt:16.08.1968;
- C. The said Dhanjibhai's parents, had pre-deceased him and he having had no brother but only one married sister, namely, Mrs. Ratan Pestonji Batty who also pre-deceased him in the year about 1936

survived by her husband, namely, Shri Pestonji Hosunji Batty and only one child i.e. a son, namely, Shri Darayas Pestonji Batty;

- D. The said Dhanjibhai under the said will bequeathed the said property to the said Shri Pestonji Hosunji Batty and Shri Darius Pestonji Batty and upon the intestate demise of the said Pestonji on the 8/02/1971 his undivided half share in the said property devolved upon his son Shri Darius Pestonji Batty herein with the result that the Shri Darius Pestonji Batty became solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to the whole of the said property in his own right;
- E. The High Court, Bombay on the Petition No. 1480 of 2011 by Shri Darius Pestonji Batty being the sole executor appointed under the said will granted to him on the 25.04.2012 a probate thereof, pursuant to the said probated will, the title to the said plot of land was duly vested in Shri Darius Pestonji Batty who was as such solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to the hereinbefore recited property.
- F. The Maharashtra Slum Improvement Board by its notification dated 19/02/1976 in exercise of its powers under Section 26 (1) of the Maharashtra Slum Improvement Board Act, 1973 declared inter alia the hereinabove recited land as the Slum Improvement Area;
- G. Shri Darius Pestonji Batty executed and registered the Conveyance Deed dated 07-01-2014 to Shree Varadkrupa Towers Pvt. Ltd. and conveyed the said plot of land being situated at Village Kirol, Taluka Kurla bearing CTS No. 54(part) and 54/70 to 93 comprising of several ground storied structures made up of 26 residential units and 8 commercial units(The said land along with structures thereon

being collectively referred hereinafter for the sake of brevity as “**the said plot of land**”) which were all in the use and occupation of different persons paying to Shri Darius Pestonji Batty, the rent/compensation therefor, a list of which occupants is annexed hereto and marked as **Annexure - I** and so also the development / re-development rights, statutory liabilities, responsibilities and the obligations appurtenant thereto, at or for the total price/money consideration of Rs.69,00,000/- (Rupees Sixty Nine Lakhs Only) by Shree Varadkrupa Towers Pvt. Ltd. which is paid to Shri Darius Pestonji Batty;

- H. The Vendor / Developer has been converted from a private limited company - Shree Varadkrupa Towers Private Limited to a limited liability partnership - Shree Varadkrupa Towers LLP on 23/11/2021 without any significant change in its constitution.
- I. The Vendor / Developer has already applied to the City Survey Officer, Ghatkopar, for sub-division of the said larger piece of land to the extent that the same forms part of the said plot of land.
- J. The Purchaser(s) have satisfied themselves of the Vendor's right, title and interest over the said plot of land and verified it for themselves that there are no encumbrances over the said plot of land.
- K. The Vendor is and has been in possession of the said plot of land on and from the date of execution and registration of the Conveyance Deed dated 07-01-2014 executed by Shri Darius Pestonji Batty in favor of the Vendors parent Company being Shree Varadkrupa Towers Pvt. Ltd. and is in process of carrying out the redevelopment of the said plot of land.

- L. The Vendor/ Developers parent Company being Shree Varadkrupa Towers Pvt. Ltd. has already applied for and obtained the Letter of Intent (LOI) on 10-06-2021, Intimation of Approval (IOA) on 28-06-2021 and Commencement Certificate on 23-02-2022 from the Slum Rehabilitation Authority (SRA) for the redevelopment of the said plot of land along with the structures thereon. The Vendor / Developers have made an application to the Slum Rehabilitation Authority on 17-05-2022 to convert all the approvals from Shree Varadkrupa Towers Pvt. Ltd. To Shree Varadkrupa Towers LLP.
- M. It is hereby expressly, disclosed, clarified, declared and brought to the notice of the Purchaser(s) that the proposed scheme of redevelopment of the said plot of land is as under:
- i. The Developer proposes to construct 1 Composite building comprising of Rehab Wings being Wing A & Sale Wing being Wing B on the said plot of land by utilizing FSI of approximately 3163.98 sq. m. (Rehab 1255.4 Sq. Meters & Sale 1908.58) (Sale FSI 2576.58 including Fungible)
 - ii. The Developer proposes to build 8.5 floors in Wing A & 10 floors in Wing B 8.5 Floors, subject to receipt of requisite permissions and sanctions from the concerned authorities.
- N. The Developer has obtained the list of eligible tenants certified by the SRA in the form of Annexure – II on 13-03-2020. Out of the original 34 tenants, 34 tenants have been held as eligible.
- O. The parties to the agreement have gone through all the terms and conditions of the present Agreement and has / have understood their duties and obligations as more specifically provided hereunder.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS
THAT:**

1. The aforesaid recitals shall form an integral part of the operative portion of this agreement, as if the same are set out herein verbatim.
2. The Developer shall under normal conditions construct the said building on the said plot of land (viz. demarcated area of land admeasuring 650 square metres situated on CTS No. 54(part) and 54/70 to 93 situated at Village Kirol, Taluka Kurla comprising of 34 structures admeasuring 650 square metres which is being marked in red colour on the authenticated copy of the proposed plan/development of the said schedule land annexed herewith and marked **Annexure - II** and more particularly described in the first schedule hereunder written), in accordance with the building plans, designs and specifications presently sanctioned by SRA with such variations/modifications and amendments as proposed/disclosed by the Developer in this agreement and/or as may be required by the sanctioning authority and/or as may be further revised and sanctioned/approved by the SRA from time to time. Provided the Developer shall have to obtain prior consent in writing of the Purchaser(s) in respect of variations or modifications which may adversely affect the said premises except any alterations or additions required by any government authorities or due to change in law.

3. PROPOSED DEVELOPMENT SCHEME

The Developer has expressly clarify declared and disclosed to the Purchaser(s), the proposed scheme of development on the said plot of land, as under:

- a. The said building is proposed to be constructed on a demarcated areas/land admeasuring 650 sq.m. carved out from the said larger piece of land being City Survey Nos. 54, 54/1 to 93 and 54/118 to 157 admeasuring 6000 sq.m.;
- b. The FSI proposed to be utilised in the development and construction of the said building/real estate project is approximately 4.867 i.e. 3163.98 sq.m. excluding fungible.
- c. The Developer has presently, vide approval dated 5 August 2021 obtained the sanction from SRA to the amended building plans for construction of the said building having two wings comprising of ground level and 10/ 8.5 upper floors;
- d. The Developer (subject to receipt of requisite permissions and sanctions from the concerned authorities) intends to construct up two 10 upper floors A wing and approved 10 floors B wing;
- e. The ground level is presently proposed and sanctioned to be partly habitable. However, the Developer hereby informs the Purchaser(s) that though the Developer has vide approval dated 28-06-2021 obtained the sanction of the plan, the Developer has got an approval and reserves the right at its sole discretion to construct/develop the building upto ten floors;
- f. The proposed composite building on the said plot of land does not necessitate a refuge area, however, the refuge area shall be

provided if the developer is called upon to make provision for the same by the appropriate authority;

- g. The common terrace level of both wings shall be above the topmost upper floor, as finally sanctioned;
- h. The authenticated copies of the proposed plans on the said plot of land are shown in plans annexed herewith and marked as **Annexure III**. The authenticated copies of the sanctioned plans on the said plot of land, are shown in the plans annexed hereto and marked as **Annexure IV**. The authenticated copies of the proposed plan for the ten upper floor and the terrace floor plans above the proposed eight upper floor are annexed hereto and marked **Annexure V**;

The Purchaser(s) hereby expressly consents to variations to the aforesaid plans, as may be decided by the Developer and shall not raise any objections to the same, so long as the total area of the said premises in the specifications, amenities, fixtures and fittings thereof are not reduced, and the benefit of use of the common recreational areas and facilities are not withdrawn. This consent shall be considered to be the express, written and specific consent of the Purchaser(s) under the Maharashtra Ownership of Flats Act and the Real Estate (Regulation and Development) Act, 2016, as amended from time to time.

- 4. Purchaser(s) hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser(s), on ownership basis, the premises being Flat No. _____ located on the ____ floor of ____ Wing of the said building known as “_____”, and has shown bounded in green colour on the floor plan annexed hereto

and marked as **Annexure VI** for the agreed purchase consideration of Rs. _____/- (Rupees ____ only) (Hereinafter referred to as “**the consideration amount**”). The consideration amount is inclusive of the proportionate price of the common areas and facilities. As per RERA, the carpet area of the said premises is square metres.

5. The Purchaser(s) agrees to pay to the Developer, the consideration amount of Rs. _____/- (Rupees ____ only) in the following manner:
 - a. The Purchaser(s) has/have paid an amount of Rs. ____/- (Rupees ____ only) on before the execution of this agreement (which amount does not exceed 10% of the consideration amount since plinth of the proposed building is not complete) as advance payment or application fee, the receipt whereof the Developer doth hereby admits and acknowledges;
 - b. the balance amount of Rs. ____/- (Rupees ____ only) shall be paid in the manner and by instalments as specified below, time being the sense of payment;
 - i. Rs. ____/- (Rupees ____ only) on completion of the plinth of the said building;
 - ii. Rs. ____/- (Rupees ____ only) on completion of ____ slab of respective wing in which the said premises is situated;
 - iii. Rs. ____/- (Rupees ____ only) on completion of flooring in filing of the respective wing in which the said premises is situated;

- iv. Rs. ____/- (Rupees _____only) on handing over possession of the said premises and before the Purchaser(s) takes possession of the said premises from the Developer.
- c. The consideration amount shall be paid by the Purchaser(s) in the name of Shree Varadkrupa Towers LLP having their Current Account maintained with Bank of Baroda, Saikrupa Society Branch, having account number 99410200002210 and having IFSC code as BARB0DBGHTE, till further instructions by the Developer.
- d. It is expressly agreed by and between the parties hereto that any deduction of an amount made by the Purchaser(s) on account of tax deducted at source (TDS) under the provisions of Section 194-IA of the income tax act, 1961 read with income tax rules, 1962 from time to time, while making any payment of any consideration amount (as defined and applicable under the provisions of income tax act 1961 read with income tax rules 1962 including any amendments thereto), to the Developer under this agreement shall be acknowledged/credited by the Developer, only upon the Purchaser(s) submitting in a timely manner to the Developer, the original TDS certificate for the amount so deducted and the said TDS certificate matches with the information is available on the website of Income Tax Department.

Provided further that latest at the time of offering possession of the said premises to the Purchaser(s), in the event any TDS has been deducted by the Purchaser(s) and the Purchaser(s) fails to furnish to the Developer the TDS certificate for such reduction,

the Purchaser(s) shall, prior to taking possession, deposit an equivalent amount as interest-free security deposit with the Developer. The Purchaser(s) shall produce and furnish to the Developer the TDS Certificate within six months from the date of possession of the said premises, and the deposit shall be refunded by the Developer in accordance with the provisions stated above. Provided further that in case the Purchaser(s) fails to produce such TDS certificate within the stipulated period of six months, the Developer shall be entitled to appropriate the deposit towards the amounts payable by the Purchaser(s) to the Developer, on account of lack of such TDS certificate and further that the Developer shall not be liable to refund the said deposit. It is expressly clarified that any default on the part of the Purchaser(s) to comply with the applicable provisions of Section 194-IA of the Income Tax Act, 1961, read with provisions of income tax rules, 1962, as amended from time to time, shall be as to the costs and consequences of the Purchaser(s).

- e. The purchase consideration excludes taxes (consisting of taxes paid or payable) by way of goods and services tax (GST), cess and all other taxes, duties and impositions/ obligation which may be levied, in connection with the construction of the said building and/or pertaining to the transaction contemplated herein, up to the date of offering possession of the said premises to the Purchaser(s). The Purchaser(s) specifically agrees and undertakes to pay all such taxes, levies, duties, cess (whether applicable/payable now or which may become applicable/payable in future) including GST, and all other

taxes, duties and impositions labelled by the Central Government and/or the State Government and/or any local, public or statutory authority/bodies or any amount payable under this agreement and/or on the transaction contemplated herein and/or in relation to the said premises, shall be borne and paid by the Purchaser(s) and/or reimbursed to the Developer.

- f. The purchase consideration is escalation free, save and except escalations/increases, due to increase in material prices (Material prices are considered as prevailing on 01-01-2022), due to increase on account of development charges and/or betterment charges or any other charges/levy, if any 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 Developer undertakes and agrees that while raising a demand on the Purchaser(s) for an increase in development charges, betterment charges, costs, levies viz. imposed by the competent authorities/local bodies/government etc., The Developer shall enclose the said notification/ orders/ rules/ regulations 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.
- g. The Developer shall confirm the final carpet area of the said premises that has been agreed to be sold to the Purchaser(s) after construction of the said building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area,

subject to variation of up to 5%. The purchase consideration payable for the carpet area of the said premises shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area of the said premises within the defined limit of up to 5%, then the Developer shall refund the excess money paid by the Purchaser(s). If there is any increase in the carpet area of the said premises, the Developer shall demand additional amount from the Purchaser(s) towards the consideration amount, which shall be payable by the Purchaser(s) before taking possession of the said premises. All the monetary adjustments shall be made at the same rate per square metre as agreed in clause 5 of this agreement.

- h. Notwithstanding any terms and/or instructions for appropriations which the Purchaser(s) has specified as to the time of payment, the Developer will be entitled, at its sole discretion, to appropriate all payments received from the Purchaser(s), first towards the interest and/or taxes/statutory charges payable/ reimbursable, if any, and then towards the principal amount payable. The Developer will also have a charge on the said premises for all amounts which become due and payable to the Developer by the Purchaser(s) under the present agreement till such time as the said outstanding amounts are paid/ reimbursed to the Developer by the Purchaser(s). The Purchaser(s) expressly agrees to the above and undertakes not to object to the same.
- i. The Purchaser(s) hereby accords/ grants his/ her/ their irrevocable consent to the Developer to securitize, the consideration amount and/or part thereof and/ or the amounts

payable hereunder. The Developer covenants that the payment of such purchase consideration or part thereof duly made in accordance with the terms hereof by the Purchaser(s) to the bank/ financial institutions, shall be valid payment of the purchase consideration or part thereof and discharge of the Purchaser(s) obligations hereunder with regard to such payment.

6. Disclosure of floor space index (FSI):

The Developer shall for the construction and development of the said building on the said plot of land, be entitled to utilise and consume the inherent FSI of the said plot as per DCPR, the benefit of the FSI with respect to handing over of rehab tenements, fungible FSI, additional FSI in the form of TDR or FSI available on payment of premiums or compensatory FSI/TDRs in respect of such lands falling within the D.P./Municipal Road(s) (not-being part of the said plot of land) which have been/are to be handed over to the SRA, free of cost, and all maximum FSI/development potential by whatever name called, by implementing various schemes as mentioned in the DCPR or based on expectation of increased FSI which may be available in future or modification to the DC PR or under any applicable law. The Developer hereby declares that the FSI with respect to the said plot available/sanctioned as per approval dated 10-06-2021 is 4.867 and the Developer has disclosed to consume maximum sale area of 2700 square metres in the slum rehabilitation project. The Purchaser(s) agrees that the proposed FSI/of additional FSI and all the FSI, TDR, development potential available now or in future in the said building is fully developed and the said plot of land along with the said building is conveyed to the said society shall exclusively belong to the

Developer alone. The Purchaser(s) has/have agreed to purchase the said premises based on the proposed construction and sale of flats to be carried out by the developer by utilising the proposed FSI or any increased FSI, TDR, development potential as may be available/become available as per the applicable law.

7. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been or which may be imposed by the SRA at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said premises to the Purchaser(s), obtained from SRA, the occupation certificate in respect of the said premises.
8. Time is of the essence for the Developer as well as the Purchaser(s). The Developer shall abide by the time schedule for completing the said premises (and offering possession of the said premises to the Purchaser(s) after receiving the occupation certificate in respect thereof) and the common areas, facilities and amenities in the real estate project that may be usable by the Purchaser(s). Similarly, the Purchaser(s) shall make timely payments of all instalments of the purchase consideration and other amounts/dues payable by him/her and complying with and fulfilling all his/her other obligations under this agreement.
9. If the Purchaser(s) commits or has committed:
 - a. two defaults in payment of instalments on the due date; and/or
 - b. default in payment on the due date of the final instalment or of any other amounts due and payable by the Purchaser(s) to the Developer under this agreement (including the deposits and

proportionate share of taxes levied by the concerned local authority and other outgoings and reimbursements); and/or

- c. breach of any of the terms and conditions herein contained,
- d. And if the default continues in spite of 15 days prior written notice sent by the Developer to the Purchaser(s), by registered post acknowledgement due (RPAD) and/or email at the address provided by the Purchaser(s) to the Developer, the Developer shall be at liberty to terminate this agreement, in which event, a sum equivalent to 10% of the consideration amount shall stand adjusted/forfeited (out of the instalments of the purchase consideration till then paid by the Purchaser(s) to the Developer) towards liquidated damages, which amount is agreed and accepted as reasonable by the Purchaser(s). In the event of the Developer terminating this agreement as aforesaid, the Developer shall refund of the Purchaser(s), within a specified period of 30 days from the date of the termination, the balance instalments of the purchase consideration (i.e. after adjustment/forfeiture of 10% as aforesaid), which may have till then been paid by the Purchaser(s) to the Developer (but without any further amount by way of interest or otherwise), and after deducting all amounts due and payable by the Purchaser(s) under the provisions of this agreement, if any, which are payable/reimbursable by the Purchaser(s) to the Developer (including any incentive/discounts/benefit of any nature passed on to the Purchaser(s) under the transaction contemplated herein, as also any brokerage and/or referral fees). It is further clarified that in the event of termination of this agreement by the Developer as provided in this clause, if

any amount has been paid/reimbursed by the Purchaser(s) to the Developer awards GST and/or other taxes/Lees viz/statutory charges, the same shall be refunded by the Developer to the Purchaser(s), subject only upon the same being received by the Developer from the concerned government/ statutory authorities and only to the extent received. On the Developer terminating this agreement under this clause and paying the refund as aforesaid, the Purchaser(s) shall have no right/claim/title of any nature whatsoever relating to the said premises or against the Developer and the Developer shall be entitled and at liberty to transfer and dispose of the said premises to any other person as the Developer deems fit, at and for such consideration/price and on such terms as the Developer may determine and the Purchaser(s) shall not be entitled to question such sale or claim any amount from the Developer.

10. Without prejudice to the Developer's other rights under this agreement and/or in law, the Purchaser(s) shall be liable to pay to the Developer, interest at the rate specified in the RERA Rules on all unpaid/delayed amounts which become due and payable by the Purchaser(s) under this agreement/this transaction, from the date the said payment is/was payable by the Purchaser(s) to the Developer till the date of actual payment.
11. The Purchaser(s) shall be entitled to terminate this agreement/withdraw from the real estate projects, only in accordance with the provisions of the RERA Act.

- a. Provided the Purchaser proposes to terminate this agreement/ cancel/ withdraw from the real estate project without any fault of the Developer, the Developer shall be entitled to forfeit/adjust an amount equivalent to 10% of the consideration amount towards liquidated damages which amount is agreed and accepted as reasonable by the Purchaser(s).
- b. With regards to the termination in terms of Clause 11 above, the Purchaser(s) shall give a prior written notice of at least 30 days to the Developer of his/her/their intention to terminate the agreement/ withdraw from the real estate project. The Purchaser(s) shall within 30 days of receipt of the notice by the Developer agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all the other requirements of the Developer as would be required for effective termination of this agreement including but not limited to execution and registration of the deed of cancellation of this agreement in the format furnished by the Developer and this agreement shall stand terminated upon the execution of such deed of cancellation. The Developer shall refund to the Purchaser(s), the balance instalments of the consideration amount after adjustment/ forfeiture of 10% of the consideration amount, which may have till then been paid by the Purchaser(s) to the Developer or otherwise, and after deducting all amounts due and payable/reimbursable by the Purchaser(s) under the provisions of this agreement, within 45 days of execution and registration of deed of cancellation. It is clarified that if any amounts have been paid/ reimbursed by the Purchaser(s) to the Developer towards GST and/or other

taxes/levies/statutory charges etc., the same shall be refunded by the Developer to the Purchaser(s) subject only upon the same being received by the Developer from the concerned government/ statutory authorities and only to the extent received. On termination of this agreement under this clause and refund by the Developer as aforesaid, the Purchaser(s) shall have no right/ claim of any nature whatsoever relating to the said premises and against the Developer and the Developer shall be entitled and at liberty to transfer and dispose of the said premises to any other person as the Developer deems fit, at and for such consideration/ price and on such terms as the Developer may determine and the Purchaser(s) shall not be entitled to question such sale or to claim any amount from the Developer.

12. The Purchaser(s) is/are aware that the possession of the said premises shall be offered to the Purchaser(s) after the said premises and ready for use and occupation and the occupation certificate inter alia for the said premises is issued by the SRA. Provided all the amounts due and payable by the Purchaser(s) under this agreement/ pursuant to the present transaction are paid to the Developer/ concerned authorities and provided further that the Purchaser(s) has/ have complied with all the terms and conditions of this agreement.

13. Possession:

- a. Of the said premises shall be offered by the Developer to the Purchaser(s) by 31st March 2024, subject to the provisions of Clause 12 above and Clause 14(b) below.

- b. The Developer shall not incur any liability if it is unable to offer possession of the said premises by the aforesaid date, if the completion of the said building is delayed by reason of any act of God, Civil War, acts of terrorism, civil strife, strikes, riots, epidemic, pandemic, lockdown or on account of any court proceedings or any notice, order, rules, regulations or notification of the government and/or any other public or competent authority or any order passed by any court/ competent authority/ judicial/ quasi-judicial/ body or administrative authority and/or extension of time for offering possession as may be permitted by the authority under RERA Act read with RERA Rules, due to such circumstances as may be deemed reasonable by the authority and in any of the aforesaid events that time for offering possession of the said premises to the Purchaser(s) shall stand next attended by such period of delay.
- 14. If for any reason other than as stated in clause 13 above, the Developer is unable to or fails to offer possession of the said premises to the Purchaser(s) by the date mentioned in clause 13 above or any further extended dates, and for a further period of 1 year there from, as the case may be, then and in such event only, the Purchaser(s) shall be entitled to give notice to the Developer terminating this agreement.
 - a. In the event of the Purchaser(s) terminating this agreement in pursuant to Clause 14, the Developer and the Purchaser(s) shall, within 60 days from the receipt of such notice by the Developer, execute and register a deed of cancellation of this agreement, in the format formulation by the Developer and this

agreement shall stand terminated upon execution of such deed of cancellation. Simultaneously with the registration of the deed of cancellation, the Developer shall refund the Purchaser(s) all amounts towards the purchase consideration paid by the Purchaser(s) to the Developer and the further amount of deposits and charges, if any, that may have been received by the Developer from the Purchaser(s) together with interest thereon at the rate specified in the RERA rules, from the date of receipt of each instalment/ payment of the aforesaid purchase consideration/ deposits/ charges respectively, till the repayment thereof. It is clarified that in the event of termination of this agreement by the Purchaser(s) if any amounts have been paid/reimbursed by the Purchaser(s) to the Developer towards GST and/or other taxes/ levies/ statutory charges, etc., the same shall be refunded by the Developer to the Purchaser(s), subject only upon the same being received by the Developer from the concerned government/ statutory authority and only to the extent received. Upon termination of this agreement and refund by the Developer as aforesaid, the Purchaser(s) shall have no claim whatsoever in respect of/relating to the said premises or arising out of this agreement and the Developer shall be at liberty to sale/transfer and dispose of the said premises to any other person that such consideration/ price and upon such terms and conditions as the Developer may deem fit and the Purchaser(s) shall not be entitled to question such sale or to claim any amount from the Developer.

- b. In the event of the Purchaser(s) not terminating this agreement, the Developer shall be liable to pay to the Purchaser(s), interest

at the rate specified by the RERA rules, on all amounts paid by the Purchaser(s) to the Developer for each month of delay till the date of offering possession of the said premises to the Purchaser(s).

- c. In case the Purchaser(s) lets his/her remedy under clause 16 sub-clause (b) above, and then in such case the Purchaser(s) shall not subsequently be entitled to the remedy under clause 16 sub-clause (a) above.
- d. If as a result of any force majeure condition, as mentioned in clause 15 above, which cannot be resolved within a reasonable time and the Developer is unable to complete the said building and/or to offer possession of the said premises to the Purchaser(s), the only responsibility and liability of the Developer will be to return the Purchaser(s), the total amount that has been received from the Purchaser(s) and, save as aforesaid, the Purchaser(s) shall have no claim whatsoever relating to the said premises or against the Developer or otherwise on any account whatsoever and howsoever.

15. The Developer, upon obtaining the occupation certificate inter alia for the said premises from the SRA and all payments being made by the Purchaser(s) to the Developer/concerned authorities as per the terms of this agreement, shall offer the possession of the said premises to the Purchaser(s) in writing by a Letter of Possession.

- a. Upon receiving the Letter of Possession, the Purchaser(s) agrees and undertakes to take possession of the said premises within 15 days from the date of the letter of possession (Possession Period) by making payment of the balance consideration and

all other amounts/deposits payment terms of this agreement and by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement and/or separately, and the Developer shall give possession of the said premises to the Purchaser(s). Irrespective of whether the Purchaser(s) take possession of the said premises in the possession period, the Purchaser(s) shall, from expiration of the possession period, pay/be liable to pay the municipal taxes, principal charges and all other charges with respect to the said premises, as applicable and it shall be decided by the Developer/ the said society/ concerned authority as the case may be.

- b. However, in the further event of the Purchaser(s) failing to take possession of the said premises within one month from the date of letter of possession, the Purchaser(s) shall be deemed to be in breach of the terms of this agreement and the Developer without prejudice to its other rights under the agreement shall be entitled to waive/condone such breach on the condition that the Purchaser(s) shall bear and pay to the Developer, holding charges at the rate of Rs.100/- (Rupees One Hundred only) per square metre per month or any part thereof which shall be considered as holding charges as stipulated under this clause and shall be distinct charge is not related to and shall be in addition to all other amounts/deposits payable by the Purchaser(s) to the Developer under this agreement/ transaction. During this period of delay, the said premises shall remain locked and shall continue to be in possession of the Developer and the sole risk, responsibility and costs of the

Purchaser(s) in relation to its deterioration in physical condition.

16. Upon the letter of possession being given to the Purchaser(s), the Purchaser(s) shall take possession of the said premises in terms of clause 15(a) hereinabove and thereafter, the Purchaser(s) shall be entitled to the use and occupation of the said premises. Upon the Purchaser(s) taking possession of the said premises, the Purchaser(s) shall have no claim against the Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. The only liability of the Developer shall be the statutory liability under section 14(3) of the RERA Act. If within a period of five years from the date of expiration of the possession period or the date of handing over of the said premises to the Purchaser(s), whichever is earlier, the Purchaser(s) brings to the notice of the Developer any structural defect in the said premises or the said building for any defects on account of workmanship, quality or provision of service, then, wherever possible such defect shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then Purchaser(s) shall be entitled to receive from the Developer, compensation for such effect in the manner as provided under the RERA Act, it is however expressly clarified that:

- a. the Developer shall not be liable for any defects as aforesaid of the same have been caused by reason of the Purchaser(s) carrying/having carried out alterations of any nature whatsoever in the structure of the said premises/said building, which include but not be limited to columns, beams etc. all in the fittings therein. In particular it is clarified and expressly agreed that the Purchaser(s) shall not make any alterations in

any of the fittings, pipes, water supply connections are any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out, the defect liability shall automatically become void;

- b. the word defects in this clause means only the manufacturing and workmanship defects caused on account of wilful neglect on the part of the Developer and shall not mean defects caused by normal wear and tear and or by negligent use of the said premises by the Purchaser(s)/authorised occupants. The Purchaser(s) has been made aware that the Purchaser(s) agrees that the regular wear and tear of the said premises/ said building includes minor hairline cracks on the external and internal walls excluding the reinforced cement concrete structure and the same could not amount to structural defects and hence, cannot be attributed to either bad workmanship or structural defect;
- c. before any liability of defect is claimed by the Purchaser(s), the parties agree to appoint an expert or shall be a nominated surveyor who shall survey and assessed the same; and then submit a report with regard to the material used in the structure of the said premises/said building and in the workmanship executed keeping in mind the aforesaid clauses of this agreement.

- 17. The Purchaser(s), from the expiration of the possession period shall (whether possession of the said premises taken are not by the Purchaser(s)) may/be liable to bear and pay property/municipal taxes and all charges for utilities and other services and, the

outgoings and/or deposits payable in respect of the said premises as mentioned in clauses 18 and 19 below. It is expressly clarified that the Developer shall bear and pay all taxes payable in relation to slash in respect of the said premises only till the expiration of the possession period.

18. The Purchaser(s) agrees and binds himself/herself to keep deposited the further deposits towards maintenance and management of the common area and the facilities/ utilities/ services/conveniences and infrastructure in the said building and the said plot of land as provided in clause 19 below;
 - a. The Purchaser(s) shall also pay to the Developer, within the possession period, lump sum amount of Rs. One Lakh towards legal expenses, infrastructural utilities/ communities for supply of gas, electricity and water including any deposits payable to any of the public authorities;
 - b. The Purchaser(s) shall also pay to the Developer, the user charges as may be prescribed by the Developer or the authority/agency as may be appointed by the Developer for managing/ maintaining, inter alia the common amenities and facilities to be located in the said building so that same are ready for use, including charges/fees of such authority/agency and applicable taxes thereon;
 - c. The Purchaser(s) shall bear and pay or reimburse the Developer, the GST and/or other taxes/levies as may be chargeable/ leviable on all the aforesaid payments, contributions, and legal expenses and/or ad hoc amounts

and/or deposits that may be payable by the Purchaser(s) in accordance with this agreement.

- d. The Purchaser(s) agrees and by himself/herself to bear and pay his/her proportionate share of the expenses and outgoings for the maintenance/ management/ repair/ replacement of/ in the said plot of land and the said building as may be finally constructed thereon, its compound, common areas and facilities, lifts, common lights, infrastructural utilities/ services/ facilities/ conveniences etc. and including but not limited to the proportionate share of insurance premium, if any, statutory payments including taxes, land revenue, assesses, levies, statutory charges etc. that may, from time to time, believe it was a statutory authorities in respect of/against the said building and the said plot of land, proportionate share of taxes and water consumption charges, and other outgoings incurred with respect to the said plot of land and the said building as may be finely constructed thereon. In this regard, the Purchaser(s) shall keep deposited with the Developer, within the possession period, an ad hoc deposit of Rs 72,000/- [which is computed on the estimation of the maintenance costs, but subject to revision by the Developer/ maintenance agency (as referred to in clause 19) based on actual costs, from time to time] towards payment, from time to time, towards his/her proportionate share of the aforesaid expenses and outgoings in connection with the said plot of land and the said building as may be constructed thereon, till the handing over of maintenance, charge and accounts to the said society. It is clarified that the aforesaid sums of deposits/ ad hoc amounts is

based on the estimation of the maintenance costs which is subject to revision, from time to time, and therefore it shall last for such period of time until it is depleted, recently such period is estimated to be approximately 18 months or could be less depending upon the actual costs. The aforesaid sums of deposits/ad hoc amounts and the further ad hoc deposits shall not carry interest and will remain with the Developer until the handover of maintenance, charge and accounts to the said society and thereupon the balance of such deposits/ad hoc amounts remaining with the Developer, if any, shall be paid over by the Developer to the said society;

19. The Developer intends to create a corpus fund for the said plot of land and the said building for the purposes of providing for the costs and expenses for maintenance/ repair/ replacement of common areas and services such as lifts, corridors, passages, staircase, water tanks, pipelines, drainage, electrical, underground utilities/ services etc. and the common amenities and facilities with respect to the said building and the Purchaser(s) agrees and undertakes to deposit a sum of Rs. 3 Lakh with the Developer within the possession period towards such corpus fund. Until the handover of maintenance, charge on account of the said society, the corpus fund will be kept in a specified bank account and the Developer shall furnish details of the same to the Purchaser(s).
 - a. It is expressly clarified and the Purchaser(s) is aware that the income tax impact, if any, on the amount lying in the bank account on account of the corpus fund shall be solely to the account and consequences of the Purchaser(s) and not of the Developer and the Developer has no beneficial interest in such

income, if any. The Developer will not utilise the corpus fund for any development activities in the said plot of land. At the time of handover of the maintenance, charge and accounts of the society, the Developer will handover the corpus fund to the said society subject to the deductions as provided in clause 19 of this agreement) Thus, the benefit of the payment contributed by each Purchaser(s) and the consequential income, if any, shall collectively belong to the respective Purchaser(s) who have contributed and, the Developer has no beneficial interest in such income consequently, upon the transfer of the said premises, the said beneficial interest of the Purchaser(s) pertaining to the said premises shall also be transferred;

- b. Notwithstanding the provisions contained in the above subclauses, for the purposes of maintenance, management, repair and replacement of/in the said plot of land and the said building and its compound, and the common areas/amenities and facilities with respect to the said building, the Developer shall be entitled, in its absolute discretion, to nominate and/or appoint (on behalf of the Purchaser(s)s of premises in the said building), any person, firm or body corporate (including a group of companies of the said company) (Maintenance Agency) who shall perform such functions. The Purchaser(s) expressly authorises the Developer to enter into the required contract with such maintenance agency on behalf of the Purchaser(s) and the Purchaser(s) undertakes to abide by the terms and conditions of the agreement with such maintenance agency and to pay such maintenance agency, it's proportionate share of the outgoings as may be determined by such

maintenance agency and also the fees and charges of such maintenance agency along with applicable taxes. In such event, the Developer shall not be responsible/ liable to the Purchaser(s) for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the said building and/or the said plot of land. The Developer shall be entitled to and is authorised by the allotted to reimburse/pay to the maintenance agency, the above amounts charged by the maintenance agency, out of and to the extent of the deposits/ad hoc amounts specified in subclauses hereinabove and the further ad hoc deposits specified in this subclause. In the event of the aforesaid deposits/ad hoc amounts being/becoming insufficient to make the payment towards his/her proportionate share of the expenses and outgoings as aforesaid, the Purchaser(s) agrees and undertakes to deposit with the Developer further ad hoc deposits in accordance with the demand of the Developer and which shall be computed/determined based on the then prevailing estimates for a further period of 12 months approximately, but subject to revision by the Developer/maintenance agency, from time to time, towards payment of the aforesaid expenses and outgoings to the maintenance agency, from time to time and the Purchaser(s) shall not withhold the same for any reason whatsoever;

- c. If, for any reason whatsoever, any of the Purchaser(s) transferee of the flats/premises in the said building, default in making payment of the further deposits to the Developer as provided in clauses hereinabove and default is not rectified within one

month of the Developer giving notice to the defaulting Purchaser(s)/Transferee to remedy the same, then, on expiry of one month from such intimation by the Developer;

- i. the Developer shall not be responsible/liable to make any payment for and on behalf of such Purchaser(s) to the maintenance agency. However, the Developer shall be entitled:
 - ii. to reimburse to the maintenance agency all the past arrears/unpaid amounts as per the invoices raised for services rendered, if any, to the expiration of one month from the date of such intimation being given by the Developer; and/or
 - iii. to appropriate to itself for past arrears/unpaid amounts till, if any, receivable by the Developer till expiration of one month from the date of such intimation being given by the Developer, from the defaulting Purchaser(s), from the interest accrued on the corpus fund for the said building and/or from such corpus fund (to the extent of the share/contribution of the defaulting Purchaser(s) transferee in such Corpus Fund)
- d. Neither the Maintenance Agency nor the Developer shall be responsible or liable for maintenance or management of the said plot of land and the said building until the further ad hoc deposits for the same are received by the Developer/Maintenance Agency from the Purchaser(s) in accordance with the provisions of this agreement.

- e. The Developer shall, in addition to the Developer's rights as provided herein, be entitled to stop making payment of the Maintenance Agency/ Authorities and to all other agencies for the services rendered in relation to the said building. In such an event, the Purchaser(s)/ Transferee of flat/ premises in the said building would be solely responsible and liable:
 - i. for the consequences of non-payment of such dues;
 - ii. to make payments on time to the statutory authorities, utility agencies etc. as aforesaid;
 - iii. to ensure availability of essential supplies and services &;
 - iv. to manage and maintain the said plot of land and the said building.
- f. In the event of default by the Purchaser(s) and/or other Purchaser(s) of premises in the said building, the Developer shall, at its option, be entitled to intimate to the Purchaser(s)/Transferee of premises in the said building to form an ad hoc committee to undertake the maintenance and management of the said plot of land and the said building, including the maintenance of essential supplies and services thereto and the payment of taxes, outgoings etc. in respect of the said plot of land and said building within one month of such intimation being given by the Developer, all the Purchaser(s) of premises in the said building shall be bound to form such ad hoc committee. Consequently, upon expiry of one month from such intimation by the Developer, all the payments required to be made to the Developer towards the future

statutory payments/ maintenance charges shall thereafter be paid/ be payable to such ad hoc committee by the Purchaser(s) of premises in the said building and such ad hoc committee shall be liable to carry out the aforesaid management, maintenance, payment of taxes, outgoings etc. in respect of the said building and the said plot of land. It is further clarified and expressly agreed that upon the expiry of one month from such intimation, the Developer shall not be liable for the aforesaid management, maintenance, payment of taxes, outgoings etc. in respect of the said plot of land and the said building. However, the Developer shall be entitled to receive all past arrears/ unpaid amounts of the statutory/other payments, due and payable/ reimbursable to the Developer till the expiry of one month from the date of such intimation being given by the Developer, or to get itself reimbursed from the interest accrued on the corpus fund and/or from the corpus fund to the extent of the contribution/ share defaulting Purchaser(s)/ transferee in such corpus fund. Such Ad hoc committee shall furnish to the Developer, in writing the names, addresses and particulars of its members, with certified copy of the resolution that may be passed by such ad hoc committee, from time to time. The Developer shall be entitled but not obliged to enrol as one of the members of said Adhoc committee with respect to the unsold flats/premises in the said building.

- g. The Purchaser(s) shall accept the annual statement of the aforesaid expenses duly certified by the Chartered Accountants of the Developer, as final and binding and shall not insist on

any further clarification on the aforesaid maintenance costs/ expenses and enhancements/ increases thereto.

- h. The Developer shall maintain a distinct account in respect of some received by the Developer from the Purchaser(s) as advance for deposit, some received on account of share capital outboards outgoings/ maintenance, as per the provisions of this agreement and shall utilise the same for the purposes for which they have been received.

20. The Purchaser(s) undertake that

- a. all the walls of the said premises and/or the said building shall not be disturbed not punctured or shifted and the Purchaser(s) agrees to observe the same.
- b. The Purchaser(s) shall not use the said premises for any purpose other than for private residential purposes as per the municipal regulations. The said premises shall not be used as a guesthouse for any commercial purpose including service apartment for the likes or for any other use which is not permitted in law.
- c. The car parking spaces earmarked by the Developer is a benefit for the use by the Purchaser(s) and shall not be used for any other purposes other than for parking light motor vehicles of the Purchaser(s) and/or his/her/their family members/guests/visitors and/or persons authorised by them. The exact location and identification of the car parking spaces will be finalised by the Developer only upon completion of the real estate project. The Purchaser(s) shall be liable to pay such

monthly outgoings as determined by the Developer/ said society/ maintenance agency towards the general maintenance etc. for the use of such car parking space. The Developer shall be marking other car parking spaces for the benefit of the other Purchaser(s) in the said building and the Purchaser(s) specifically agrees herein not to raise any objection in that regards.

- d. The amenities proposed to be provided with the said premises are as set out in second schedule hereunder and the Purchaser(s) has/ have satisfied himself/ herself/ themselves with respect to the same.

21. The Purchaser(s) with an intention to bind all persons into whose hands the said premises may hereinafter come, hereby irrevocably covenants with the Developer as follows:

- a. from the expiration of the possession period, therein pay, regularly and punctually, all taxes, outgoings and all other amount payable under the present agreement in respect of said premises;
- b. from the expiration of the possession period, keep the said premises including the walls, sewers, drains, pipes and appurtenances thereto belonging, in good tenantable repair and condition;
- c. use the car parking space for parking of cars belonging to the Purchaser(s)/s and/or members of his/her family and/or their guests/visitors/authorized persons and not to allow any unauthorised person or stranger to park their cars in the

parking space earmarked or permitted for the use of the Purchaser(s);

- d. use the common areas and facilities of the said Building without causing any hindrance or obstruction to the other Purchaser(s) of premises in the said Building;
- e. not to change the user of the said premises without the prior written permission of the Developer and/or the said society/ local authorities (as may be required);
- f. not to put any name boards/name plates, neon/illuminated signboards or letter box in the common areas or on the walls of the said Wing/said Building, save and except at the place/s as may be approved or provided by the Developer/said Society. Provided however that nothing contained herein shall prevent the Purchaser(s)/s from putting a nameplate on the main door of the said Premises.
- g. Not to deposit, litter or throw dirt, rubbish, rags, garbage or other refuse or permit the same to be deposited or thrown from the said Premises in or around the staircases, lobby, landings lift refuge areas or in any common areas of the said Wing/ said Building and/ or any portion of the said plot of land and the Purchaser(s) should along with other Purchaser(s) make good and sufficient provision for the safe and efficient disposal of all waste generated at said premises and/ or the said building to the requirement and satisfaction of the Developer and/ or relevant government and statutory authorities including to segregate dry and wet garbage and also to treat the wet garbage separately within the said plot of land;

- h. Not to put / hang any clothes etc. in or upon the windows/ service ducts/ balconies and other portions which may be visible on the external façade of the said Building;
- i. Not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said premises or any portion thereof. The Purchaser(s) shall fix the grills from inside of the windows only. The standard design for the same shall be obtained by the Purchaser(s) from the Developer and the Purchaser(s) undertakes not to fix any grill having a design other than the standard design approved by the Developer and;
- j. Maintain the façade of the said wing (along the front, the sides add the rear elevations thereof) and the said premises in the same form as the Developer constructs and shall not at anytime alter the said elevation in any manner whatsoever without the prior consent in writing from the Developer/ said society;
- k. Not to shift or alter the possession of either the kitchen or the toilets which would affect the drainage system of the said Building/ or any part thereof in any manner whatsoever;
- l. Not to affix air conditioners at any other place other than the location earmarked for fixing such units so as not to affect the structure, façade and/ or elevation off the said building or any part thereof in any manner whatsoever;
- m. To maintain the aesthetics of the said Building and to ensure the quiet and peaceful enjoyment by all the Purchaser(s) and occupants therein and for the common benefit of all, and to

preserve and maintain the safety, security and value of the said premises, the said Building and the said plot of land;

- n. Not to store in the said Premises (including in any part of the said wing/ said building), any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the said Wing/ said Building or storing of which goods is objected by the concerned local or other authority; and shall not carry or cause to be carried heavy packages to the upper floors of the said Wing/ said Building which could damage the staircases, common passages or any other structure off the said Wing/ said Building including entrances of the said Wing/ said Building;
- o. Not to cover or construct anything on the open spaces, garden spaces, recreation area and/ parking spaces/ areas;
- p. Not to demolish/ cause to be demolished, the said premises or any part thereof nor make any structural alteration and/ or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and/ or to make any alterations in the elevation and/ or to cover/ enclose the planters and service ducts or any of the projections from the said premises or within the said premises and/ or in any other manner causes damage to the columns, beams, walls, slabs or RCC partition or other structural elements in the said premises nor do/ cause to do any hammering for whatsoever use on the external/ dead walls of the said Building or do any act to affect the FSI potential of the said plot of land;

- q. Not to make or permit to be made any structural changes or disturb or overload or pierce, etc. on any structural component in the common areas of the said Building;
- r. Not to install or affix any antenna on or near or attached to any window or cause by any way spoiling or affecting the elevation of the said Building. Such antenna, if any, shall only be installed on the terrace of the said Building and the wiring in respect of the same shall only be done through the electric duct provided for in the said building;
- s. Not to do commit or permit to be committed any alteration or changes in sewers, drains, pipes, conduits, cables and other fixtures and fittings serving the other premises in the said Wing and to keep then in good tenantable repair and condition nor make any form of alteration for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- t. Not to make or permit to be made any alteration to the waterproofing and flooring provided in the bathroom/s, etc. And if this is not observed by the Purchaser(s)/s then the Developer shall not be liable/ responsible for leakage or damage;
- u. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot of land and/ or the said Wing/ said Building and any part thereof or whereby any increased premium shall become payable in respect of the insurance;

- v. Abide by all the bylaws, rules and regulations of the Government, the SRA, Mahanagar Gas Limited, the electricity supplying authority and any other concerned authorities/ local bodies/ MOEF Project Authority (including entering into MOU's/ writings as may be required by such authorities), as applicable/ may apply to the said plot of land and any variations/ modifications there too, as may be decided by the Developer, from time to time and approved by the concerned authorities, from time to time, and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws;
- w. Shall be solely responsible for compliance with applicable laws, notifications, guidelines, etc. For purchase/ acquisition of immovable property in India (as applicable for the said Premises), including those pertaining to payment for the same;
- x. If the Purchaser(s)/s is a resident outside India (or a person, etc. to whom similar provisions are applicable), then it shall be his/ her sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Purchaser(s)/s shall also furnish the required declaration/ documents to the Developer on the prescribed format, if necessary. All payments by/ refund to the Purchaser(s)/s (being non-resident Indians (NRI) foreign citizens of Indian origin), shall be made in Indian rupees.

22. The representations, warranties and covenants stated in this clause 21 are of a continuing nature and the Purchaser(s)/s shall be obliged to maintain and perform such representations, warranties and covenants. In the event of the Purchaser(s)/s committing any act in contravention of the provisions contained in clauses hereinabove, the Purchaser(s) shall be responsible and liable for the consequences thereof to the Developer/ said society (as the case may be)/ concerned local and/ or other public authority.
- a. The Purchaser(s) shall also be responsible for and shall indemnify and keep indemnified, the Developer, of from and against all damages, actions, claims, demands, costs, charges, expenses, penalty, prosecutions, proceedings relating to the said premises or any part of the said Building or to any person, due to any negligence or any act deed thing or omission made, done or occasioned by the Purchaser(s) or the servants, agents, licensees, invitees or visitors of the Purchaser(s) and/ or any breach or non-observance by the Purchaser(s) of the Purchaser(s) representations, warranties and covenants which are to be observed and performed by the Purchaser(s).
23. Until the Deed of Conveyance is executed by the Developer in favour of the said society, in the event of there being a failure, neglect, breach or default on the part of the Purchaser(s) representations, warranties and covenants, then;
- a. The Developer shall be entitled to issue a notice to the Purchaser(s)/s calling upon the Purchaser(s) to rectify or and make good or set right such failure, neglect, breach or default to the satisfaction of the Developer within 7 (seven days) from

the date of receipt of such notice by the Purchaser(s), failing which the Purchaser(s) shall be liable to pay to the Developer, compensation or damages (as may be determined by the Developer) till the same is rectified by the Purchaser(s) or by the Developer (at its option), at the costs, expenses and consequences of the Purchaser(s). The provision for a notice to be sent by the Developer to the Purchaser(s) in sub clause hereinabove shall not be deemed to be a liberty or right to the Purchaser(s) not to comply with the provisions of this Agreement (particularly the provisions of Clause 22);

- b. If such failure, neglect, breach or default on the part of the Purchaser(s) has, in the view of the Developer, seriously affected/ or is of such nature as will seriously affect the structural stability of the said premises and/ or the said Wing/ said Building, the Developer shall be entitled, without issuing any notice to the Purchaser(s) to take necessary steps to preserve the structural stability of the said Wing/ said Building. In such an event the Purchaser(s) shall be liable to pay to the Developer, appropriate compensation/ damages as may be determined by the Developer, for such serious neglect/ breach/ default/ failure and to reimburse to the Developer the costs and expenses incurred by the Developer in making good/ rectifying such failure, neglect, breach or default latest within 1 (one) month from the date of demand of the same by the Developer. Upon expiry of the aforesaid 1(one) months time, if the Purchaser(s) fail/s to pay/ reimburse to the Developer the aforesaid compensation/ damages and/or the costs and expenses for making good/ rectifying such failure, neglect,

breach or default then without prejudice to the other rights and remedies as may be available to the Developer under this Agreement and/ or in law, the Developer shall be entitled to get reimbursed (for the costs and expenses incurred by the Developer in making good/ rectifying such failure, neglect, breach or default) from the interest accrued on the Corpus Fund and/ or from the Corpus Fund (to the extent of the share contribution of the defaulting Purchaser(s)/ transferee/s in such Corpus Fund);

- c. The Purchaser(s) expressly accept/s and consent/s to the provisions contained in the subclause hereinabove, and shall not raise any objection whatsoever to the same.
24. Provided it does not in any way affect or prejudice the right of the Purchaser(s) in respect of the said premises, the Developer shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the said plot of land and/ or the said Building being constructed thereon, by the Developer in its absolute discretion.
25. The Purchaser(s) shall have no claim whatsoever, save and except in respect of the said Premises hereby agreed to be acquired (together with the use of the car parking space/s earmarked by the Developer for the benefit of the said Premises). All other open spaces, unallotted flats/ premises, unassigned car parking space/s and other spaces etc. in the said Building (as may be finally developed) will continue to remain the property of the Developer, until the said plot of land along with the said Building constructed thereon is transferred to the said Society, as hereinafter mentioned, but even then subject to the rights of the Developer under this Agreement.
26. Representations and Warranties of the Developer

The Developer hereby represents and warrants to the Purchaser(s) as follows:

- a. The said Company/ Developer has/ have the requisite rights to carry out the development upon the said Scheduled Land and also has/ have actual, physical and legal possession of the said plot of land for the implementation of the Real Estate Project;
- b. The said Company/ Developer has/ have the lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project/ said Building and shall obtain the balance/ requisite approvals from time to time to complete the development of the Real Estate Project/ said Building.
- c. There are no encumbrances upon the said plot of land/ the Real Estate Project, except as disclosed in the Title Certificate (annexed hereto) and on the web page of Real Estate Project on the MahaRERA website;
- d. There are no litigations pending before any court of law with respect to the said plot of land/ said Plot/ the Real Estate Project except those disclosed in the Title Certificate (annexed herto) and in the web page of the Real Estate Project on the MahaRERA website;
- e. All approvals, licences and permits issued by the competent authorities/ to be issued by the competent authorities with respect to the said Building and the said plot of land/ said plot are valid and subsisting and have been obtained by following due process of law and the Developer has been and shall, at all times, remain/ be in compliance of/ comply with all the

applicable laws in relation to the said Building and the said plot of land and common areas;

- f. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein may prejudicially be affected.
- g. The Developer has not entered into any agreement for sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the said plot of land/ said Plot, including the Real Estate Project and the said premises {other than as disclosed in the title certificate (annexed hereto) and in this Agreement} which will, in any manner affect the rights of the Purchaser(s) under this agreement;
- h. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Premises to the Purchaser(s) in the manner contemplated in this Agreement;
- i. The Developer has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, which may be due and payable with respect to the Real Estate Project, to the competent authorities, till the expiration of the Possession Period and thereafter the same shall be proportionately borne and paid by the Purchaser(s) along with other Purchaser(s) of the said Building/ said Society;
- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or

requisition of the said plot of land/ part thereof) has been received or served upon the Developer in respect of the said plot of land and/ or the said Building/ part thereof except those as disclosed in the Title Certificate (annexed hereto) and in this Agreement;

27. IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN the Parties hereto that:

- a. The said society may be got formed and registered by the Developer, comprising of all the persons who have purchased/ may purchase from the Developer, on ownership basis, flats/ premises in the said Building, namely VRUNDAVAN CHS LTD LOTUS TOWER comprising of wing A and wing B and; the entire Said plot of land (i.e. demarcated area/ land admeasuring 650 square metres), together with the two wings of the said Building and other structures that would be constructed by the Developer on the said plot of land, shall be conveyed in favour of the said Society and; the said Building/ other structures standing thereon and all infrastructure/ services/ conveniences/ facilities/ utilities, as may be finally provided in the said Building/ other structures and the said plot of land shall be maintained, repaired and looked after by the said Society as required by the concerned Authorities and fire department from time to time in accordance with applicable laws. The expenses relating to the above shall be borne by the Purchaser(s) of premises in the said building;
- b. It is understood by the Purchaser(s) that as per the present planning, the composite building/ wing has been approved for 8.5 floors but is proposed for 10 floors as per the sanctioned LOI.

- c. The portion of the terrace shall be for the common use of the Purchaser(s) of the flat premises in the said Building to be used in common amongst them.
- d. As stated above, the Developer has reserved to themselves the unfettered right, at its sole discretion either construct/ develop the floors above 8.5 floors. The Developer at its discretion shall decide to construct/ not to construct and shall be entitled to amend the sanction plans and propose the amendments as indicated on the authenticated copy of proposed plan/ development annexed hereto.
- e. The Developer has the right to install their logo in/upon one or more places in the Said plot of land (and/or) upon the said Building being constructed thereon) and the Developer reserves to themselves full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at their own cost and the Purchaser(s)/ said Society shall not change or remove the logo, so installed, under any circumstances.

The rights reserved by the Developer under this agreement shall be covenant running with the said plot of land and shall be subject to the Developer's right to change/ vary/ alter/ modify the same (provided the area of the said Premises is not altered) in the manner as may be required by the Developer in keeping with the applicable provisions of law and the Purchaser(s) expressly consents to the same. And Specific and suitable provisions for the above shall be made in the Deed of Conveyance to be executed. The Purchaser(s) hereby expressly consent/s to the same.

28. Since the Purchaser(s) (in common with others) is to have the advantage of the infrastructural facilities/ amenities hereunder written, the conveyance of the said plot of land described in the First Schedule hereunder written together with the said Building constructed thereon viz. Vrundavan CHS Ltd LOTUS TOWER comprising of Wing A and Wing B.
29. Nothing contained in this presence is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the said plot of land, hereditaments and premises or any part thereof or of the said Building thereon or any part thereof.
30. The Purchaser(s) shall not let, sub-let sell, transfer, assign or part with his/ her/ their interest under or benefit of this Agreement or part with possession of the said premises until all amounts due and payable by him/ her/ them to the Developer under this Agreement are fully paid up and that to only if the Purchaser(s) has not been guilty of breach of or non-observance of any of the terms and/ or conditions of this Agreement and until he/ she/ they obtain/s the previous consent/s in writing of the Developer, which shall not be unreasonably withheld.
31. The Purchaser(s) and the persons to whom the said Premises are let, sub-let, transferred, assigned, given possession of, shall, from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developer and/ or of the Purchaser(s) of premises in the said Building and/ or the said plot of land.
32. The Purchaser(s) and the persons to whom the said Premises are let, sub-let, transferred, assigned or given possession of, shall observe and perform all the bye-laws and/ or the rules and regulations which the said Society on registration may adopt and the additions,

alterations or amendments thereof, for protection and maintenance of the said plot of land and the said Building and the premises therein and/ or in the compound thereof and for the observance and carrying out of the building rules and regulations and the bylaws for the time being SRA and other public bodies. The Purchaser(s) and the persons to whom the said Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Building and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/ or expenses and other outgoings in accordance with the terms of this Agreement.

33. 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 Real Estate Project shall be equally 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.
34. The Developer shall submit an application to the competent authority to form the said society i.e. a cooperative housing society in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder (as amended till date), read with the RERA act and the RERA rules, to comprise solely of the Purchaser(s) and other Purchaser(s)s of flats/ premises, in the said Building/ Real Estate Project. The Purchaser(s) along with other relatives of flats/premises, in the said Building shall join in the formation and registration of the said society to be

known by such names as the Developer may decide and, for this purpose and also from time to time, to sign and execute all forms, applications and other papers, deeds and documents, etc. necessary for the formation and registration of the said society and for becoming a member, including the bylaws of the proposed said society and duly filled in and sign in the office of the Developer, the same within 15 days of the same being intimated by the Developer to the Purchaser(s). The Purchaser(s) shall also keep deposited within the possession period along with other amounts payable/ to be deposited with the Developer in terms hereof, a sum of Rs. 600/- (Rupees Six Hundred Only) as share application money and entrance fee. The said amount shall be transferred/ paid over by the Developer to the said Society. No objection shall be taken by the Purchaser(s)/s, if any changes or modifications are made in the draft bylaws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Purchaser(s)/s and the other Purchaser(s)/ persons who have acquired or who acquire the other flats/ premises in the said Building shall be bound, from time to time, to sign all forms, applications, papers, deeds and documents etc. and to do all acts, deeds, matters and things, as may be reasonably required, for the aforesaid purpose and to effect a proper conveyance of the said plot of land with the said Building and structures thereon and for safeguarding the interest of the Developer and of the Purchaser(s) of the other premises in the said building. The Purchaser(s), along with other Purchaser(s) who may have entered into similar agreements with the Developer relating to the other flats/ premises in the said Building shall become members of the said Society. The rights of the Purchaser(s) of the said Premises will be recognised and regulated by the provisions of the said

Society and the rules and regulations framed by them but subject to the terms, conditions and provisions here off, and subject to the rights of the Developer under this Agreement and the convince to be executed in pursuance hereof.

35. When the said Society is registered and when all the amounts due and payable by the Purchaser(s) of premises in the said Building, to the Developer are paid in full, as aforesaid, the Developer shall in accordance with the provisions of the RERA Act read with the RERA Rules execute and/ or obtain the necessary Deed of Conveyance of the said plot of land, whether the same is subdivided or not in the records of the SRA (to the extent as may be permitted by the authorities) without being liable for any compensation whatsoever, together with the said Building and other structures constructed thereon in favour of the said society. The Purchaser(s) shall not raise any objection and/ or claim any compensation therefor. Such Conveyance shall be only in respect of the said plot of land admeasuring 650 square metres shown bounded in blue colour on the authenticated copy of the proposed plan/ development of the said plot of land annexed hereto and marked as Annexure B (Plan I) together with the said Building and other structures then standing thereon. It is specifically understood and agreed by and between the Parties hereto, as and by way of an essential and integral term and condition of this Agreement and the title to be created in pursuance hereof, that adequate provisions will be made in the Deed of Conveyance and/ or other documents to be executed in pursuance of this Agreement providing for the terms, conditions and covenants referred herein; the exact details of such terms, conditions and covenants shall be as may be reasonably

required by the Advocates and Solicitors of the Developer, for the benefit and protection of all parties concerned.

36. In the event of the said Society being formed and registered before the completion of construction and/ or sale and disposal by the Developer of all the flats/ premises in the said Building, and/ or receipt of the full purchase consideration amounts/ sale price and all other amounts receivable from the from all the persons who have acquired/ will acquire premises in the said Building, then the Developer shall be entitled to construct and complete the said Building and/ or dispose of the unsold premises and/ or receive unto itself full purchase consideration amount/ sale price and other amounts for the same, and as such, the power and authority of the said Society so formed or of the Purchaser(s) and the Purchaser(s) of the other flats premises in the said Building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said Building, the construction and completion thereof and all amenities pertaining to the same and in particular the Developer shall have absolute authority and control as regards the unsold flats and other premises and the disposal thereof.
37. The Advocates and Solicitors of the Developer shall prepare and/ or approve, as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement as also the bylaws in connection with the formation and registration of the said Society. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation, execution and registration of the Deed of Conveyance and other documents and formation and registration of the said Society shall be borne, shared and paid by all the Purchaser(s) of

premises in the said Building in proportion to the areas of their respective premises and/ or be paid by the Society.

38. The Purchaser(s) is and will be liable to pay the stamp duty, registration charges, surcharge, cess and / or any other charge that is or may become payable on execution and registration of this Agreement or as an incidence of the execution and registration of the present Agreement.
39. The deposits of permanent nature that may be demanded or paid to the SRA, Electrical Service Provider, Mahanagar Gas Ltd. and other public bodies for the purpose of providing facilities like water, electricity, gas or other service connections etc. to the said building shall be paid by the Purchaser(s) along with all other Purchaser(s) of flats/ premises in the said building. In the event of Developer paying/ depositing the aforesaid payments/ deposits, the Developer shall be reimbursed by all the Purchaser(s) in proportion to the area of their respective flats / premises in the said building or otherwise as may be decided by the Developer. The Purchaser(s) agrees to pay such proportionate share to the Developer within 15 days from receipt of demand from the Developer.
40. The Purchaser(s) shall be liable to pay all such additional development and or betterment charges or other levy that is or may be charges, levied or sought to be recovered by the SRA/ MCGM / Government and / or any other public authority in respect of said plot of land and / or the said Building, the same shall be borne and paid by all the Purchaser(s) in proportion to the area of their respective premises.

41. The Purchaser(s) shall be liable and hereby expressly agrees to bear and or pay/ reimburse to the Developer all existing and future taxes, statutory impositions, levies, surcharges, cesses, duties and/ or such other taxes, charges or levies that are sought to be recovered by any of the concerned Authority, relating to the transaction for transfer of the said premises and/ or the documentation that may be executed between the parties hereto for the same, including, but not limited to GST and/or any other charges or levies that are or may be imposed, only to the extent paid by the Developer. It is hereby clarified that the consideration amount is not inclusive of taxes, statutory charges, levies, payments etc. and the Purchaser(s) hereby specifically agrees and undertakes to indemnify the Developer against the same.
42. In the event of there being any unsold premises in the said building at the time of execution of Deed of Conveyance by Developer in favour of society or after handing over maintenance of the said plot of land and the said building thereon, the Developer shall have sole, absolute and unfettered right to dispose of such unsold flats/ premises in the said building in the manner that the Developer considers the same to be fit and appropriate and to receive and appropriate the total consideration amount in the manner that the Developer considers it to be fit and appropriate. The Developer shall in such event be entitled to but not obliged to join in as a promoter member in respect of all the unsold flats/ premises and as and when the Developer disposes off the unsold flats/ premises, the society shall admit all such Purchaser(s)/ transferors etc. as members of the said Society without charging any premium or any extra premium/ payment.

43. All notices/ intimation/ letters/ correspondences/ summons etc. to be served on/ given to the Purchaser(s) and the Developer as contemplated by this agreement shall be deemed to have been served if sent to the Purchaser(s) and the Developer by RPAD and/ or at their Email ID as set out herein below:

- a. Purchaser(s) Address: _____

- b. Notified Email ID: _____
- c. Developer's Address: 15, 1st Floor,
Shripal Complex, M.G.Road,
Ghatkopar West,
Mumbai 400086
- d. Notified Email ID of Developer: _____

It shall be duty of Purchaser(s) and the Developer to inform each other of any change in their addresses.

44. The Developer will have the option,
- a. at its sole discretion to submit the said plot of land in accordance with the Maharashtra Ownership of Flats Act. If the Developer so decides to apply under the provisions of Maharashtra Ownership of Flats Act in respect of the said plot of land, the Developer will execute the necessary declaration as contemplated by Section 2 of the said Act and will execute a separate Deed with respective Purchaser(s) for respective flats/ premises instead of a conveyance in favour of the Society. In the event of such procedure being adopted, all reference to a Co-Operative Housing Society shall be deemed to refer to a

condominium and the bye-laws of the co-operative housing society will be deemed to refer to bye-laws of the condominium.

- b. The Developer shall also have discretion to get incorporated a limited company of which the Purchaser(s) shall become the shareholders. In the event of such procedure being adopted, all reference to a Society or Co-Operative Housing Society shall be deemed to refer to a condominium and the bye-laws of the society/ co-operative housing society will be deemed to refer to the Memorandum of Association or Articles of Association of the limited company.
 - c. The Developer shall also have the option to sell any of the wings of the buildings being constructed / constructed on the said plot of land to any corporate entity, trust, institution or to a body of persons or a person etc. The Developer thus reserves the right to revise the plans of the said plot of land and/ or the building(s) on the said plot of land and to obtain such necessary approvals from the SRA and/ or such other government body or competent authority as the case may be. The Purchaser(s) do hereby consent to all such variations that are proposed by the Developer in respect of the said plot of land or the said building situated thereon.
45. For the purposes of interiors/ fit out works/ renovation and/ or shifting of furniture/ fixture/ belongings in the said premises, the Purchaser(s) agrees and undertakes as under:
- a. The Purchaser(s) shall deposit with the Developer a sum of Rs. 2,00,000/- (Rupees Two Lakh Only) as an interest free

refundable security deposit for the due adherence and performance of the Guidelines for Interior Works, as may be drawn up by the Developer, and which amount shall be duly refunded by the Developer to the Purchaser(s) within one month from the intimation from the respective Purchaser(s) of their completion of such works/ shifting into the said premises. The Developer and/ or any of its representatives shall be entitled to take inspection of the said flat/ premises for the interior works carried out by the Purchaser(s). If the Purchaser(s) commit/s breach of any of the terms and conditions as set out in the Guidelines for Interior Works, as may be drawn up by the Developer, the Developer shall be entitled to deduct/ adjust/ appropriate the expenses that shall/ may be incurred by the Developer for restoration/ rectification works required to be carried out on account of such breach that is or may be committed by the Purchaser(s) / Developer. In the event that cost of restoration/ rectification of any of the breach committed by or on behalf of any of the Purchaser(s) of the terms and conditions set out in the Guidelines for Interior Works exceed the amount of security deposit, the same shall be reimbursed by the Purchaser(s) or the same shall be withdrawn by the Developer from the Corpus fund.

- b. The Purchaser(s), prior to initiating renovation works/ interior/ fit out works in the said premises shall take the prior written approval from the Developer/ said Society (as the case may be).

- c. The Purchaser(s) nor his/ her/ their Architects/ Contractors/ Interior Designers, while carrying out renovation works/ interior/ fit out works in the said Premises, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the flat/ exterior walls/ adjoining flats/ building structure/ RCC Structure/ Columns/ Beams. In particular, the RCC members/ walls should not be punctured, altered, shifted or damaged under any circumstances.
 - d. The Purchaser(s) shall remove the debris generated during the renovation works/ Fit-out works/ Interior work in the said Premises and dispose of the same from the building premises immediately without damaging the said Building and/ or any portion thereof and without creating nuisance to the neighbours.
46. Till the conveyance is executed in favour of the said Society, the Purchaser(s)'s shall permit the Developer and their servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and the Purchaser(s)'s shall make good, within 7 (seven) days' of the Developer giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Developer to the Purchaser(s)'s, and also for the purpose of repairing any part of the said Building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for

the said Building, and also for the purpose of laying, maintaining, repairing and testing drainage and water-pipes and electric wires, and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

47. It is also understood and agreed by and between the Parties hereto that the terrace space adjacent to the terrace flats in the said Building, if any, shall belong exclusively to the respective Purchaser(s) of the terrace flats, if so specifically allotted/ earmarked by the Developer and such terrace spaces are intended for the exclusive use of such respective Purchaser(s) of the terrace flats. The said terrace spaces shall remain open to sky until and unless permission is obtained in writing by the Purchaser(s) thereof from the SRA and the Developer or the said Society, as the case may be. The Developer hereby clarifies that the terrace proposed on the topmost floor shall be a common terrace for the use and enjoyment of all Purchaser(s) of the said Building.
48. If at any time prior to the execution of the Deed of Conveyance, the FSI at present applicable/available to the said Plot is increased, such increase shall ensure for the benefit of the Developer alone without any rebate to the Purchaser(s), and the Developer shall be entitled to utilize the same on the said plot of land or otherwise as may be permissible as per the applicable law.
49. In the event, any law for the time being in force, requires the Developer to obtain consent of the Purchaser(s) and/or the other Purchaser(s) of premises in the said Building for any reason whatsoever, then the Purchaser(s) shall not unreasonably withhold such consent and shall not claim any amount, consideration,

compensation, etc. and shall co-operate and assist the Developer fully.

50. It is in the contemplation of the Developer to construct/make available recreational amenities and facilities within the said plot of land/ the said Building on a portion of the said plot of land, subject to the sanction and approval of the SRA and/ or concerned authorities, for the benefit and use of all the Purchaser(s) of premises in the said Building These facilities shall be subject to the rules and regulations as may be framed by the Developer (including payment of us1Developer shall have a first lien and charge on the said Premises agreed to be acquired by the Purchaser(s)'s in respect of all outstanding amounts (including interest thereon) due and payable by the Purchaser(s)'s to the Developer under the terms and conditions of this Agreement till such time as the said outstanding amount/s (including interest thereon) is paid to the Developer.
51. The nature, extent and description of the "common areas and facilities" and of the "limited common areas and facilities" to be located in the said Building/said plot of land shall be as mentioned in the Fourth Schedule hereunder written and the Purchaser(s)ls shall have a proportionate undivided interest in respect of the same.
52. All payments, required to be made under this Agreement, shall be made by Account Payee Cheques/ Pay Orders/ Demand Drafts/ Internet Banking in favour of the Developer provided that the final instalment of the Purchase Consideration shall be only by way of a Pay Order and, no payment made otherwise than as aforesaid, shall be valid or binding against the Developer. Further, no receipt for any payment shall be valid or binding unless it is issued by the Developer on their printed letter head/ receipt form. It is clarified

that payments received vide cheque's will be considered to be paid to the Developer only on the realisation thereof.

53. The Developer shall be entitled to further revise/ amend the sanctioned plans in accordance with applicable laws, (including to make variations in the said plot of land and/or elevation of the said Building and/or relocating the open spaces, building/structures, garden spaces and other amenities/ facilities, and/ or varying the location of the access/ internal road to the said Building) and to obtain from the authorities concerned, revised permissions sanctions for development of the said plot of land, as the exigencies of the situation and the circumstances of the case may require and to construct the same as per plans as may be sanctioned from time to time. The Purchaser(s) expressly consents to such variations provided that the area of the said Premises (agreed to be acquired by the Purchaser(s)'s from the Developer) is not altered or reduced and the benefit of use of recreational Amenities and facilities are not withdrawn. In such an event (and/or as also otherwise, as the Developer in its sole discretion deem fit), the Developer shall be entitled to obtain part Occupation Certificate from the SRA and offer possession of the premises covered by it to the respective Purchaser(s) thereof, including the Purchaser(s) the case may be upon the Developer obtaining from the SRA, the Occupation Certificate in respect of the floor on which the said Premises are located, the Purchaser(s) shall pay the balance of the Purchase Consideration and obtain from the Developer, possession of the said Premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement.
- a. This, however, shall be without prejudice to the right of the Developer to continue to construct the rest of the said Building

and/or any additions thereto in accordance with the building plans that may then have been sanctioned by the SRA.

- b. No obstruction or hindrance shall be caused by the Purchaser(s) to such further construction by the Developer.
 - c. The Developer shall be entitled to sell the premises in such additional construction in/upon the said Building on ownership basis by an Agreement in a form similar to or as near as possible to this Agreement and to receive and appropriate for itself the purchase consideration/ sale price in respect thereof and that the Purchaser(s) of premises in such additional construction shall be entitled to be the members of the said Society or other body or association that will be formed by the Purchaser(s) of the premises in the said Building. No obstruction/ objection of any sort shall be made or raised by the Purchaser(s) in this connection.
 - d. Suitable covenants reserving the aforesaid right of the Developer shall be incorporated in the Deed of Conveyance of the said plot of land and the said Building thereon in favour of the said Society or other body or association that will be formed, as aforesaid.
54. REFUGE AREA: As per the directions of the Fire Department, SRA, the Purchaser(s)'s has/ have been informed that Refuge Area shall be proposed on the specified floors: of both wings of the said Building, as per the requirements and/or regulations if made by the SRA, Chief Fire Officer, to that effect, from time to time. The Developer hereby clarifies that the Refuge Areas on the specified floors, shall be either part or full, depending on the upper floors as may be finally sanctioned; and accordingly the balance area on such specified floors, will comprise of flats/ premises, as may be

permitted and sanctioned by the SRA. The Purchaser(s)'s along with other Purchaser(s)s/ transferees/ occupants of premises in the said Building shall observe and comply with the requirements and/or regulations made by the SRA, Chief Fire Officer, to that effect, from time to time.

55. The benefit of the car/scooter parking spaces in the stilt / lobby level and/ or any other designated area for parking may be earmarked/ provided by the Developer (as per their discretion) for use by the Purchaser(s) of premises in the said Building for the specific purpose of parking the light motor vehicle/s/ two wheelers of the Purchaser(s)/s, his/ her/ their family members/guests/ visitors/ authorized persons. The said use of the respective earmarked parking space's shall be heritable and transferable along with the respective flat premises for which it is earmarked/ provided.
56. This Agreement (including its Recitals, Schedules and all Annexures as incorporated into this Agreement by reference), constitutes and represents the final agreed terms and conditions between the Parties and supersedes any and all understandings, agreements, allotment letter, correspondences, all prior/ previous arrangements, representations (express or implied), assurances, writings, negotiations or discussions between the Parties (whether written or oral) in regard to the subject matter hereof/ the said Premises or in respect of matters dealt with herein, whether by the Developer, or any agent, employee or representative of the Developer.
 - a. This Agreement may only be amended through written consent of the Parties.
 - b. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the RERA 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 Act or the RERA 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.

57. Forwarding this Agreement to the Purchaser(s)'s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser(s)'s until, firstly, the Purchaser(s)'s signs and delivers this Agreement with all the schedules/ annexures along with the payments due as stipulated in the payment plan (mentioned hereinabove) within 30 (thirty) days from the date of receipt by the Purchaser(s)'s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser(s) fails to comply as aforesaid, then the Developer shall serve a notice to the Purchaser(s)/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s)'s, the booking/ application of the Purchaser(s)'s, at the option of the Developer shall be treated as cancelled and the Developer shall be entitled to retain/ adjust and appropriate unto itself, 3% of the Purchase Consideration plus statutory tax liabilities as applicable on the Application Fee (if discharged by the Developer), as and by way of agreed liquidated damages and shall refund to the Purchaser(s), the balance Application Fee, without any interest thereon, within 30 (thirty)

days from the date of cancellation of the Purchaser(s) application/provisional booking.

58. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or extension of time to the Purchaser(s)'s by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s)'s nor shall the same in any manner prejudice the rights of the Developer.

59. MISCELLANEOUS:

- a. The Developer shall be entitled to construct site offices/ sales lounge in the said Building on the said plot of land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said plot of land has been completed in all respects;
- b. The Purchaser(s) is aware that the sample flat, if any, constructed by the Developer and all furniture, items, electronic goods, amenities, etc. displayed therein are only for the purposes of showcasing the premises, and the Developer is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/ show flat, other than as expressly agreed by the Developer under this Agreement.
- c. The Purchaser(s) is aware that all-natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with color/shade differences and are also susceptible to inherent shade and colour variations. The Developer represents that though it shall pre-select such natural and factory produced

materials for installation/ application in the Real Estate Project and the same is on a best endeavour basis, the Purchaser(s) shall not hold the Developer liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation/ application.

- d. The Purchaser(s) shall offer his/her their unconditional support for compliance as required by local/ state/ central government including semi governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, sewerage/effluent treatment plant (if any), fossil fuel generators, dependable parking (if any), solar water heater, photo-voltaic lights/ panels, ventilation devices, fire-fighting system/ equipment/ alarms/ sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Purchaser(s) hereby gives his/ her/ their consent and no-objection to the Developer and/ or the said Society or the Maintenance Agency to operate, upgrade, maintain and run the above mentioned equipment's, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Purchaser(s) agrees to contribute to costs involved in these processes on pro-rata basis or as decided by the said Society. The Purchaser(s) will not hold the Developer accountable for any penalty or action taken by any authority for failure on the part of the Purchaser(s) or the said Society, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment's /devices and processes.

- e. Clause headings are for reference and convenience of the parties only and do not define, limit or enlarge the meaning, interpretation or scope of any of the clauses hereof.
60. **DISPUTE RESOLUTION**- Any dispute or difference between the Parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle such dispute/ difference amicably, the same shall be referred to the Authority as per the provisions of RERA Act.
61. **GOVERNING LAW**- That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force, as applicable in Mumbai City/ Maharashtra.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that the piece or parcel of the plot of land or ground admeasuring 650 sq. mtrs. or thereabout (the plot herein forms a part of the larger plot which will in due course be subdivided consequent to which the plot herein will be allotted a separate and independent Survey No.) bearing Survey No. 27, Hissa No.9 (part) and 12, CTS Nos. 54(part), 54/70 to 54/93 of Village Kirol, Taluka Kurla, Bombay Suburban District, Mumbai situate, lying and being at Bhatwadi, Ghatkopar (W), Mumbai – 400 077.

AND BOUNDED AS FOLLOWS:

On or towards the East : CTS No. 52
On or towards the West : CTS No. 100 to 113
On or towards the North : CTS No. 54,66 to 69(part)
On or towards the South : CTS No. 49 and 44' feet wide Ram Joshi Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART A

(Description of the fixtures, fittings and amenities in the state premises)

1. Concealed copper wiring with modular switches;
2. Sanitary ware (Jaquar or equivalent quality) and plumbing fixtures;
3. Vitrified flooring in living/ passage, bedroom and kitchen with similar skirting where applicable;
4. Provision for pipe gas;
5. Anti skid vitrified flooring and ceramic wall tiles and counter for wash basin in the toilet;
6. Provision for exhaust fans in kitchen and all the toilets;
7. Provision for electrical points for a fan in hall, bedroom and kitchen;
8. Provision for AC in living room and all bedrooms;
9. Plastic or acrylic emulsion paint or gypsum finish for internal walls and Gypsum punning and oil bound distemper for ceiling;
10. Anodized Aluminum sliding windows;
11. Let main entrance door will be fire rated door as per norms;
12. Provision for TV points in the living room and master bedroom;
13. Provision for telephone point in the living room;
14. Provision for Internet points in the living room;

PART B

(Description of the specifications, fixtures, fittings and amenities in the said Building)

1. Well designed entrance lobby on the lobby level of each wing;

2. Reputed Elevators in the said Building;
3. CCTV cameras at the common areas, security gate, Terrace and at such designated places as determined by the Builder;
4. Underground water tanks, pump room and overhead water tanks;
5. Hydrant system and search other fire safety facilities will be provided in the common areas of the said Building if required and insisted by the approving authority;
6. External wall finishes shall have texture paint for all external surfaces;
7. Proposed Stack Parking;
8. [.] car parking space shall be earmark by the builder to enable the allottees and/ or his/ her/ their family members/ guests/ visitors/ authorized persons to park their cars (as a benefit confined to the said Premises).

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of the “common areas and facilities” and “limited common areas and facilities” to be located in the said Building/ said Scheduled Land

Common areas and facilities

1. Entrance lobby at the lobby level of each wing for the benefit of the Purchaser(s)/ occupants of premises in such wing;
2. Compound of the Said Building but excluding the specific demarcated Spaces (if any) and the open car parking spaces in the compound of the said Building subject to the rights reserved by the Developer hereinabove;
3. The staircase, common passage, lobbies at all floors of the respective wings of the said Building, including main landing, for the purpose of ingress and egress of the Purchaser(s) and other Purchaser(s) flats/ premises in such wing and visitors to

such wing, but not for the purpose of storing or for recreation or for residence and or for sleeping;

4. The Elevators/ Lift/s in each wing will be for the benefit of the Purchaser(s)/ occupants of premises in such wing and for their visitors;
5. Demarcated terrace of such adequate area, as may be permissible and determined by the Developer, above the topmost floor (as may be finally proposed and sanctioned) of the said Wing/ said Building for being used for providing services like telecommunication and/ or internet and/ or cable TV and/ or dish antenna (and/ or any other facilities), taxes for permitted services (as also demarcated small terrace on the proposed 8th level as may be developed by the Developer, at its old discretion and sanctioned by the SRA) and for being used as an open terrace by the Purchaser(s) of the flats/ premises in the said Wing/ said Building but not for putting up any construction or as a play area or for pounding of "masala" or any such objectionable use;
6. Common recreational areas, amenities and facilities to be located on the said scheduled land and in the said Building for the benefit and use of the said Society and all Purchaser(s) of premises in the said Building in accordance with the sanction/ approval of SRA.
7. All other areas, amenities and infrastructural facilities for common use as may be finally sanctioned.

"Limited common areas and facilities" to be located in the said Building/ said Scheduled Land

1. Landing in front of the stairs on the floor on which the said premises are located, as a means of access to the said Premises but not for the purposes of storing or as a recreation area or for residence or for sleeping. This landing is limited for the use of the residents of the premises located on that particular floor and for their visitors but is subject to the means of access for reaching the other floors, available to all residents and visitors.

2. The Refuge areas shall be proposed if required and/ or insisted by the approving authority on the floor specified by the Authority. The Purchaser(s)/ the said Society shall comply with the requirements/ conditions contained in the NOC of the Chief Fire Officer, MCGM and/ or the regulations/ directions made thereto from time to time.
3. Car parking spaces in the parking stack / open area and/ or any other designated area for parking for the use of Purchaser(s) of premises in the said Building (as may be earmarked by the Builder for the benefit of their respective flats/ premises).

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the]
withinnamed "**DEVELOPER**"]
SHREE VARADKRUPA TOWERS LLP]
Having PAN No.]
Thru its duly authorized Designated Partner]
.....]

in the presence of]
.....]

SIGNED AND DELIVERED by the]
withinnamed "**PURCHASER/S**"]
(1)]
Having PAN No.]
(2)]
Having PAN No.]
(3)]
Having PAN No.]

in the presence of]
.....]