AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE **("Agreement")** is made and executed at Mumbai on this ___ day of _______________, 2024;

BETWEEN

M/S. SUPARSHWA DEVELOPERS, a partnership firm incorporated under the provisions of Indian Partnership Act, 1932, having its registered office at 1100, Sangita Ellipse, Sahakar Road, Vile Parle (E), Mumbai - 400 057, hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof, shall mean include the partner or partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner, their, his or her permitted assigns) of the **ONE PART**;

AND

1) ___________, PAN: aged about ____ years, and 2) _____________**,** PAN: _________, aged about _______ years, both adult Indian Inhabitants residing at ____, hereinafter referred to as the **"PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assignees) of the **OTHER PART.**

WHEREAS:

A. One Safalya Vileparle Co-operative Housing Society Ltd. is the owner of and sufficiently entitled to property of land bearing Final Plot No. 250 of Town Planning Scheme II of Vile Parle, corresponding to C.T.S. No. 1254/A admeasuring about 628.70 Sq. Mtrs. and standing thereon a building known as "Safalya", duly assessed under Account Nos. KE0203350010000 and KE0203360070000, hereinafter referred to as the **First Property** and is more particularly described **Firstly** in the First Schedule hereunder written;

B. (i) Mr. Anand Pakhade, (ii) Mrs. Madhavi Khanolkar, (iii) Mrs. Seema Prabhu, (iv) Mr. Shivanand Vijaykumar Nerurkar, (v) Mr. Yogesh Vijaykumar Nerurkar and (vi) Mr. Chirag Pakhade (hereinafter referred to as the Owners of Second Property) are the owners of and sufficiently entitled to property of land bearing Final Plot No. 238 of Town Planning Scheme II of Vile Parle, corresponding to C.T.S. No. 1256, 1256/1 to 4 admeasuring about 342.80 Sq. Mtrs. and standing thereon a building known as "Pakhade House" duly assessed under Account Nos. KE0203450060000, KE0203420070000, KE0203440000000, KE0203460020000, and KE0203460110000, hereinafter referred to as the **Second Property** and is more particularly described **Secondly** in the First Schedule hereunder written; and

C. One Vireshwar Prakash Co-operative Housing Society Limited is the owner of and sufficiently entitled to property of land bearing Final Plot No. 238A of Town Planning Scheme II of Vile Parle, corresponding to CTS No. 1255 and 1255/1 to 11 admeasuring 839.46 Sq. Mtrs. and standing thereon an existing building known as "Vireshwar Prakash" duly assessed under Account No. KE0203380000000, hereinafter referred to as the **Third Property** and is more particularly described **Thirdly** in the First Schedule hereunder written;

D. All said First Property, Second Property and the Third Property are lying within limits of Village – Vile Parle (E), Taluka – Vile Parle, and situated at Dixit Road and Nehru Road, Opp. BMC Office, Vile Parle (East), Mumbai – 400057 and duly assessed within K/E Ward of MCGM and within the limits of Registration District and Sub – District of Mumbai Suburban District.

E. The said First Property, Second Property and the Third Property shall hereinafter collectively be referred to as the **"said Larger Property"** and comprises of all that piece or parcel of land or ground bearing: -

a) Final Plot No. 238 of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1256, 1256 /1 to 4, admeasuring about 342.80 Sq. Mtrs.
b) Final Plot No. 238A of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1255, 1255/1 to 11 admeasuring about 839.46 Sq. Mtrs., and
c) Final Plot No. 250 of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1254/A admeasuring about 628.70 Sq. Mtrs.

totally admeasuring 1810.96 Sq. Mtrs. all lying within limits of Village – Vile Parle (E), Taluka – Vile Parle, and situated at junction of Dixit Road, Nehru Road, and Pherozeshah Mehta Road, Vile Parle (East), Mumbai – 400057 and duly assessed within K/E Ward of MCGM and within the limits of Registration District and Sub – District of Mumbai Suburban District and is more particularly described as **Fourthly** in the **First Schedule** hereunder written.

F. On the said First Property there existed a building consisting of Ground plus 2 (Two) Upper floors and comprises of 12 self - contained residential flats in the existing building occupied by 12 Residential Members who formed the Society named "The Safalya Vileparle Co-operative Housing Society Ltd."

G. On the said Second Property there existed a building known as "Pakhade House" comprising of ground plus 3 upper stories which is occupied by the abovementioned Owners of the said Second Property.

H. On the said Third Property there existed a building consisting of Ground plus 3 (three) (part) Upper floors and comprises of 26 self - contained flats and shops in the existing building whereby 21 are residential flats occupied by 21 Residential Members and 5 are commercial units occupied by 5 Commercial Members who formed the Society named "Vireshwar Prakash Co-operative Housing Society Limited".

I. By and vide Development Agreement dated 28th February, 2022 duly registered with the Sub-Registrar of Assurances at Andheri - 7 under Sr. No. BDR-18/3520/2022 dated 02nd March, 2022, made and executed between The Safalya Vileparle Co-operative Housing Society Limited, therein referred to as the Society of First Part, the members of the Society, therein referred to as the Existing Members of the Second Part, and M/s. Suparshwa Developers, therein referred to as the Developer of Third Part, wherein the Society along with the said Existing Members therein have granted development rights for the redevelopment of the said First Property to the Promoter on the terms and conditions as specified therein **("said Development Agreement No. 1")** and correspondingly, by and vide Power of Attorney dated 28th February, 2022 duly registered with Sub – Registrar of Assurances at Andheri - 7 under Serial No. BDR-18/3522/2022 dated 02nd March, 2022, wherein The Safalya Vile Parle Co-operative Housing Society Limited therein granted power of attorney in favour of M/s. Suparshwa Developers through its Partners, Mr. Prithviraj Sanghvi, Mr. Ashok M. Jain and Mr. Anish A. Jain in respect of the redevelopment of the said First Property ("**said Power of Attorney No. 1**").

J. By and vide Development Agreement dated 25th March, 2022 duly registered with the Sub-Registrar of Assurances at Andheri - 7 under Sr. No. BDR-18/5573/2022 dated 29th March, 2022, made and executed between (i) Anand Pakhade, (ii) Madhavi Khanolkar, (iii) Seema Prabhu, (iv) Kalpana Nerurkar and (v) Chirag Pakhade, therein referred to as the Owners of One Part, and M/s. Suparshwa Developers, therein referred to as the Developer of the Other Part; wherein the Owners therein have granted development rights for the redevelopment of the said Second Property to the Promoter on the terms and conditions as specified therein **("said Development Agreement No. 2")** and correspondingly, by and vide Power of Attorney dated 25th March, 2022 duly registered with Sub – Registrar of Assurances at Andheri - 7 under Serial No. BDR-18/5596/2022 dated 29th March, 2022, wherein (i) Anand Pakhade, (ii) Madhavi Khanolkar, (iii) Seema Prabhu, (iv) Kalpana Nerurkar and (v) Chirag Pakhade granted power of attorney in favour of M/s. Suparshwa Developers through its Partners, Mr. Prithviraj Sanghvi, Mr. Ashok M. Jain and Mr. Anish A. Jain in respect of the redevelopment of the said Second Property ("**said Power of Attorney No. 2**").

K. By and vide Development Agreement dated 25th February, 2022 duly registered with the Sub-Registrar of Assurances at Andheri - 7 under Sr. No. BDR-18/3462/2022 dated 03rd March, 2022, made and executed between Vireshwar Prakash Co-operative Housing Society Limited, therein referred to as the Society of the First Part, the members of the Society, therein referred to as the Existing Members of the Second Part and M/s. Suparshwa Developers, therein referred to as the Developer of the Third Part; wherein the Society therein along with the said Existing Members therein have granted development rights for the redevelopment of the said Third Property to the Promoter on the terms and conditions as specified therein **("said Development Agreement No. 3")** and correspondingly, by and vide Power of Attorney dated 25th February, 2022 duly registered with Sub – Registrar of Assurances at Andheri - 7 under Serial No. BDR-18/3462/2022 dated 02nd March, 2022, wherein Vireshwar Prakash Co-operative Housing Society Limited therein granted power of attorney in favour of M/s. Suparshwa Developers through its Partners, Mr. Prithviraj Sanghvi, Mr. Ashok M. Jain and Mr. Anish A. Jain in respect of the redevelopment of the said Third Property ("**said Power of Attorney No. 3**").

L. The said Development Agreement No.1, Development Agreement No. 2 and Development Agreement No.3 shall hereinafter collectively be referred to as the said **"Development Agreements"** and Power of Attorney No. 1, Power of Attorney No. 2 and Power of Attorney No. 3 shall hereinafter collectively be referred to as the said **"Power of Attorneys."**

M. In the circumstances stated above the Promoter is well and sufficiently entitled to the redevelopment of said Larger Property. The respective Societies and its Existing Members, and Owners of the respective said properties have consented and agreed for amalgamation of the First, Second and the Third Property and for the joint development of the said Larger Property.

N. As agreed under the said Development Agreements, the respective Societies / Owners have agreed to amalgamate the First, Second and the Third Property into the said Larger Property or any part thereof and ultimately the said larger property shall vest in Vireshwar Prakash Co-operative Housing Society Limited (hereinafter referred to as the "**Vesting Society"**) and accordingly agreed to execute the conveyance of First Property and Second Property to and in favour of Vesting Society.

O. The Promoter has proposed to demolish the existing structures and develop the said larger property under the provisions of Development Control and promotions Regulations, 2034 (DCPR, 2034) as per the terms of said Development Agreements and accordingly submitted the proposal for sanction of plans to BMC.

P. The Promoter through their Architect submitted the parking layout plans in respect of the redevelopment of the said larger property and has obtained Traffic Consultants (Mr. Dinkar Harale) Remarks dated 19th July, 2022 bearing Ref. No. TC-001 and revised Remarks dated 16th October 2023 bearing Ref. No. Rev.TC-001(c) in respect of the redevelopment of the said larger property subject to the terms and conditions set out therein.

Q. The Promoter through their Architect submitted the proposal for NOC for construction of Building/s on the said larger property to Chief Fire Officer, Mumbai Fire Brigade of BMC and accordingly Mumbai Fire Brigade of BMC issued its NOC dated 13th July, 2022 under No. P-11104/2022/(238 And Other)/K/E Ward/FP-CFO/1/New and amended NOC dated 18th November, 2022 under No. P-11104/2022/(238 And Other)/K/E Ward/FP/CFO/1/Amend, in respect of the redevelopment of the said larger property subject to the terms and conditions set out therein.

R. The Building Proposal Department of the BMC sanctioned the plans of the building/s submitted by the Promoter and issued Intimation of Disapproval dated 25th October, 2022 under No. P-11104/2022/(238 And Other)/K/E Ward/FP/IOD/1/New and amended Plan Approval Letter dated 17th November, 2023 under No. P-11104/2022/(238 And Other)/K/E Ward/FP/337/1/Amend in respect of the redevelopment of the said larger property subject to the terms and conditions set out therein.

S. BMC has issued Commencement Certificate dated 09th February 2023 under No. P-11104/2022/(238 And Other)/K/E Ward/FP/CC/1/New in respect of the Building to be constructed on said larger property has been issued up to top of plinth level i.e. height 0.30 mtr. AGL for Wings ‘A’, ‘B’ & ‘D’ by restricting the C.C. for work of Wing ‘C’ and for car parking tower behind Wing ‘A’, ‘B’ & ‘D’ as per as per approved plans dated 25/10/2022. The said commencement certificate was further amended on 16th March 2023 bearing No. P-11104/2022/ (238 And Other) /K/E Ward/FP/CC/1/Amend and has been issued up to top of plinth level i.e. height 0.30 mtr. AGL for Wings ‘A’, ‘B’, ‘C’ & ‘D’ and for car parking tower behind Wing ‘A’, ‘B’ & ‘D’ as per as per approved plans dated 25/10/2022. BMC has issued Further CC on 4th October 2023 bearing No. P-11104/2022/(238 And Other)/K/E Ward/FP/FCC/1/New and has been issued up to top of 8th floor i.e. height 26.70 mtr. AGL for Wings ‘A’, ‘B’, ‘C’ & ‘D’ and + 4.35 mts for MRL, bund wall & OHT i.e. total height = 31.05 mts AGL for Wing ‘A’ only and up to top of 2nd upper floor of wing ‘D’ i.e. height 8.40 mt AGL and for car parking tower behind Wings ‘A’,‘B, & ‘D’. i.e. height 42.76 mt AGL as per I.O.D. approved P-11104/2022/(238 And Other)/K/E Ward/FP/FCC/1/New plans dated 25/10/2022. BMC has issued Further CC on 25th January 2024 bearing No. P-11104/2022/(238 And Other)/K/E Ward/FP/FCC/1/Amend up to top of 11th floor for wings ‘B’ & ‘C’ except for flat no. C/1101 at 11th floor of wing ‘C’ i.e. ht. 35.70 Mts. AGL and for car parking tower behind Wings ‘A’, ‘B, & ‘D’. i.e. height 43.35 mt AGL as per approved amended plans dated 17/11/2023.

T. In respect of the Project as proposed by the Promoter:

a. The Promoter has appointed H.M. Jhaveri & Sons Architects as their Architect, registered with the Council of Architects, (hereinafter referred to as the **“Project Architect”**) and Structural Consultant Paras Consultants in respect of the design and execution of the Project (hereinafter referred to as the **“Structural Consultant”**). The Promoter shall have the right to remove and substitute the Project Architect and/or Structural Consultant and has accepted their professional supervision till the completion of the Project;

b. The Promoter have obtained the Title Certificate dated 30th March, 2023 issued by M/s Lex Services, Advocates and Attorneys, inter alia the title of the Promoter to the said larger property is certified.

c. In these circumstances, the Promoter is re-developing the said larger property by constructing the building and are selling on ownership basis, Flat premises therein under the provisions of Development Control and Promotion Regulations, 2034 **("DCPR 2034"),** and to avail of and consume the Floor Space Index, the permissible Transfer of Development Rights (TDR), Fungible FSI, BMC Premium FSI and or such other FSI of the said larger property including its potential as a receivable plot and/or pursuant to necessary amendments or modification in the prevailing norms of the Government, BMC or any other local authority, it is now presently contemplated that the re-development shall inter-alia comprise of one building to be known as **"Suparshwa Trinity"** with four wings:-

i. One multi storied wing being "**Wing – A**" with Ground plus 8 Upper Floors for rehabilitation of existing members of respective Society / Owner.

ii. One multi storied wing being "**Wing – B**" with Ground plus 12 Upper Floors is partly for rehabilitation of existing members of respective Society / Owner and partly for Free Sale by Promoter.

iii. One multi storied wing being "**Wing – C**" with Ground plus 12 Upper Floors is partly for rehabilitation of existing members of respective Society / Owner and partly for Free Sale by Promoter.

iv. One multi storied wing being "**Wing – D**" with basement plus Ground plus 1 Upper Floors plus Service Floor is partly for rehabilitation of existing members of respective Society / Owner and partly for Free Sale by Promoter.

(the re-development proposed by Promoter including Building, amenities and common areas, etc. as may be developed on the said Larger property is hereinafter referred to as "**Project"**)

U. The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. P51800051513.

V. The Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said larger property, permissions, approvals, and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as **"the said MOFA"**) and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"the said RERA"**) and the rules made thereunder.

W. While sanctioning the said plans, the concerned local authority and/or Government/ the said BMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said larger property and constructing the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said Building shall be granted by the concerned local authority.

X. The Promoter has executed a Comprehensive Undertaking/Indemnity Bond dated 18-7-2022 duly registered with the Sub-Registrar of Assurances at Andheri - 7 under Sr. No. BDR-18/12611/2022 dated 18th July, 2022 in favour of BMC with the object to obtain various construction permissions and approvals and the undertakings and declaration therein are binding upon the parties hereto.

Y. The Promoter accordingly has commenced development of the said larger property and construction of the said Buildings in accordance with the said plans.

Z. The Promoter is constructing the building known as **“Suparshwa Trinity”** on the said larger property, as a phase of a real estate project as provided under Section 3 of the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 (“**RERA Rules**”).

AA. The Promoter(s) have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Redevelopment of The Safalya Vileparle Co-operative Housing Society Ltd. together with Pakhade House and Vireshwar Prakash Co-operative Housing Society Limited with the Project known as “Suparshwa Trinity” (MAHARERA Registration No. P51800051513 (“Said Building”/ “Said Project”) constructed on all those pieces or parcels of non-agricultural lands bearing (i) Final Plot No. 250 of Town Planning Scheme II of Vile Parle, corresponding to C.T.S. No. 1254/A admeasuring about 634 Sq. mtrs. (628.70 Sq. Mtrs. as per Property Card) situated at Dixit Road, Vile Parle (East), Mumbai – 400057, (ii) Final Plot No. 238 of Town Planning Scheme II of Vile Parle, corresponding to C.T.S. No. 1256, 1256/1 to 4 admeasuring about 426.4 sq. mtrs. (342.81 Sq. Mtrs as per Property card) Nehru Road, Vile Parle (East), Mumbai – 400057, and (iii) Final Plot No. 238A of Town Planning Scheme II of Vile Parle, corresponding to CTS No. 1255 and 1255/1 to 11 admeasuring 909.7 Sq. mtrs. (equivalent to 839.46 Sq. mtrs. as per Property card), Vile Parle (East), Mumbai – 400057.

BB. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 1st March, 2024 was executed between the Promoter as Mortgagor and AU Small Finance Bank Ltd. as Mortgagee and have created a Mortgage on the Project Suparshwa Trinity upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 1st March, 2024 is registered with Office of Joint Sub Registrar Andheri-7 under Serial No. BDR18-3791-2024.

CC. The Purchaser/s is/are aware that layout of the said larger property including the right of way/access, prepared by the Promoter is a tentative layout, showing inter-alia the different portions presently envisaged to be developed by the Promoter and is likely to be changed or revised as per the requirements of the Promoter and/or BMC and/or other statutory authorities. The Promoter reserve their right to alter the layout design, elevation, increase number of floors, construct buildings abutting and/or touching the existing buildings /make variations in the layout with such modifications thereto as the Promoter, BMC, and/or any other authorities may from time to time determine/ or as may be required, without the consent of the Purchaser/s.

DD. The Purchaser/s has applied to the Promoter for allotment of a Residential Flat in the Building known as **“Suparshwa Trinity”** and has/have requested the Promoter to sell to him/her/them/it the one Residential Premises bearing Flat No. _______, inclusive of its structural elements, admeasuring ___________Sq. Ft. (equivalent to ______________ Sq. Mtrs.) RERA carpet area plus ___ Sq. Ft. (equivalent to ___ Sq. Mtrs.) exclusive balcony on the ______ floor of “____ Wing” of the Building known as **“Suparshwa Trinity” (“said Flat”)** as highlighted in yellow on the floor plan annexed hereto as **Annexure “F”** to be constructed on the said larger property and the right to use and maintain ______ mechanical Car Parking Space (“**Car Parking**”). The said Flat and Car Parking are hereinafter collectively referred to as the **"said Premises"** and more particularly described in the **Second Schedule** hereunder written.

EE. Accordingly, at the request of the Purchaser/s the Promoter have agreed to sell/allocate and the Purchaser/s has/have agreed to purchase the said premises at or for the total consideration of **Rs. _________________/- (Rupees_____________________ only)** and on the other terms and conditions as appearing hereinafter.

FF. Prior to the execution of these presents the Purchaser/s has/have paid to the Promoter a sum of **Rs. _______________/- (Rupees ________________________ only)** as earnest money (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner appearing herein.

GG. The Purchaser/s has/have carefully read and understood the contents and meanings of each clause of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.

HH. Under Section 13 of the said RERA, the Promoter is required to execute a written Agreement for Sale in respect of the premises agreed to be sold to the Purchaser/s. The Parties are, executing these presents which shall registered under the Indian Registration Act, 1908;

II. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the said premises.

JJ. The list of Annexures attached to this Agreement are as under:

Sr. No.	Annexure	Particulars
1.	Annexure **"A"**	Copy of Property Register Cards of said larger property
2.	Annexure **"B"**	Copy of IOD dated 25.10.2022 and Amended Plan Approval Letter dated 17.11.2023 issued by the BMC
3.	Annexure **"C"**	Copy of the CC dated 09.02.2023 issued by MCGM and amended CC dated 16.03.2023 and Further CC dated 04.10.2023 and 25.01.2024
4.	Annexure **"D"**	Copy of Title Certificate dated 30.03.2023 issued by the M/s. Lex Services
5.	Annexure **"E"**	Registration Certificate issued under RERA
6.	Annexure **"F"**	Floor Plan
7.	Annexure **"G"**	List of Amenities
8.	Annexure **"H"**	Rules and Regulations

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

1. The Parties hereby declare, agree and confirm that all the representations made in the recitals of this Agreement, are and shall form and be deemed to be an integral and operative part of this Agreement as if incorporated in the main body of this Agreement.

2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct the said Building on the said larger property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/ or modifications in the plans as they may deem fit so long as the area of the said Flat agreed to be allotted to the Purchaser/s remains unchanged and so long as such variation and/or modification does not adversely affect the said Flat, without any permission of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

3. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to allot to the Purchaser/s the said premises i.e. one Residential Premises bearing Flat No. _______, inclusive of its structural elements, admeasuring ___________Sq. Ft. (equivalent to ______________ Sq. Mtrs.) RERA carpet area plus ___ Sq. Ft. (equivalent to ___ Sq. Mtrs.) exclusive balcony on the ______ floor of "**____ Wing**" of the Building known as **"Suparshwa Trinity"** as highlighted in yellow on the floor plan annexed hereto as **Annexure "F"** to be constructed on the said larger property and the right to use and maintain the said mechanical Car Parking for a lumpsum consideration of Rs.________________/- (Rupees ___________________ only). The amenities, fixtures and fittings to be provided by the Promoters in the premises and the said sale building are those that are set out in **Annexure – "G"** annexed hereto below. The limited common amenities to be provided by the Promoters in the said sale building are those as set out in **Third Schedule** written hereunder.

4. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the consideration/Sale Price of the said Premises of **Rs. _____________/- (Rupees _________________ only)** to the Promoter as follows:

   a. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes being the Booking Earnest Money on or prior execution hereof.

   b. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Plinth Work of the building or wing in which the said Flat is located.

   c. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 2 of the building or wing in which the said Flat is located.

   d. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST, and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 5 of the building or wing in which the said Flat is located.

   e. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 7 including stilt of the building or wing in which the said Flat is located.

f. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Slab 10 including stilt of the building or wing in which the said Flat is located.

g. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST, Cess and/or any and all other taxes, to be paid to the Promoter on completion of the top Slab of the building or wing in which the said Flat is located.

h. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Brick Work / Internal Plaster / Flooring / doors and Windows of the said Flat.

i. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Sanitary Fittings / Staircases / Lift Wells / Lobbies up to the floor level of the said Flat.

j. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the External Plaster / External Plumbing, and Water Proofing of the building or wing in which the said Flat is located.

k. Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, to be paid to the Promoter on completion of the Lift Completion / Electrical Fittings of the building or wing in which the said Flat is located.

l. Balance Amount of Rs. _______________/- (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes, against and at the time of handing over of the Possession of the Flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

5. The Promoter has agreed to permit the Purchaser/s the right to exclusive use of the said car parking in a parking area. The Car Parking is included in the total consideration agreed to be paid by the Purchaser/s.

6. The Purchaser/s agrees, acknowledges and confirms that since the Purchaser/s agreed to pay the Sale Price in the manner set out hereinabove, the Promoter has agreed to allot the said Premises at the Sale Price of Rs. **_______________/-** (Rupees ____________ only) plus all taxes including GST and/or any and all other taxes.

7. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser/s after the construction of the New 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 a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

8. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. _______________/- (Rupees _________________________ Only) plus all taxes, cess, fees, cost, charges, duties, etc. including Goods and Services Tax (GST), etc. to the Promoter from time to time in the manner as mentioned in Clause 4.

   The Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated "Suparshwa Developers Suparshwa Trinity RERA Collection Account" – 2402234055875243 being opened by the Promoter with the AU Small Finance Bank Limited.

9. Time for payment of each instalment is the essence of the contract.

10. The Sale Price is exclusive of any sums, amounts and taxes including GST (Goods and Service Tax) and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or in respect of the said Premises and all such amounts shall be entirely borne and paid by the Purchaser/s only and the Promoters shall never be liable responsible and/or required to bear and/or pay the same or any part thereof. The Purchaser/s shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including GST, etc. and other charges, within one week from the date of demand being made by The Promoters. The Purchaser/s shall indemnify and keep us indemnified in this regard.

11. The Purchaser/s shall pay to the Promoter escalations / increases in the Sale Price if such escalation / increase is on account of development charges, payable to the authority and/or any other increase in charges, which may be levied or imposed by any authority from time to time.

12. The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, along with the Certificate issued by the Architect, that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that failure on the part of the Promoter to send intimation requiring such payment shall not be a plea, or an excuse by the Purchaser/s for non-payment of any amount or amounts.

13. The Purchaser/s shall make all payments of the Sale price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer/any other instrument drawn in favour of **"Suparshwa Developers Suparshwa Trinity RERA Collection A/c".** In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Premises, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft drawn in favour of **"Suparshwa Developers Suparshwa Trinity RERA Collection A/c"**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit the amounts paid by the Purchaser/s to the Promoter in the manner set out in Clause 4.

14. The Purchaser/s are aware that as per present statute, GST is levied/applicable on the Sale Price and other amount payable hereunder and consequently the amount of each instalment payable by the Purchaser/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake/s to pay the amount of the GST along with each instalment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to

accept the payment of any instalment unless the same is paid along with the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter here under, if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

15. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price and GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of **1%** of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each instalment and GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Purchaser/s is/are aware that the time to make the payment of instalments and GST and all other taxes as mentioned in above is the essence of contract and in an event of delay on part of the Purchaser/s to make the payment of any of the instalment together with GST and/or any other tax (including delivering Form16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

16. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then the earnest money paid by the Purchaser/s as mentioned in clause 4 (a) above shall stand forfeited and the Purchaser/s shall not be entitled to such earnest money paid by him/her/them to the Promoter. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Purchaser/s here by agree and confirm that the Promoter shall not be responsible for the refund of any of the applicable taxes including GST or any other tax, levy, statutory charges paid on this Agreement by the Purchaser/s to the Promoters and/or collected by the Promoters from the Purchaser/s. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s only after the said Flat is sold to new prospective purchaser/s and the Promoter have received entire sale price of the said Flat from such prospective purchaser/s.

17. In respect of the _____ car parking, the Purchaser/s is/are aware:

    a. That the said Car Parking, if allotted, is included in the total consideration. The Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking by the Promoters and/or the Vesting Society and shall pay such outgoings in respect of the said Car Parking as may be levied by the said Vesting Society and / or statutory authorities;

    b. that Car Parking shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Car Parking;

c. that Purchaser/s shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Car Parking allotted to the Purchaser/s herein.

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

    a. If the Purchaser/s commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;

    b. If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOD and C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits, etc.;

    c. If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;

    d. If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

    e. If the Purchaser/s is/are convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;

    f. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.

    g. If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them.

    h. an event of force majeure has occurred.

19. On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoter shall give 15 (Fifteen) days' notice to the Purchaser/s to rectify/remedy such breach. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct the 25% (Twenty Five percent) of the total consideration payable and / or earnest money deposits as stated under clause 4 (a) above, whichever is higher and the balance, if any, shall be refunded to the Purchaser/s without any interest within a period of 30 (Thirty) days after the said Premises has been sold to new Purchaser/s and all amounts including the consideration in respect thereof has been received by the Promoter from the new Purchaser/s. It is further clarified that any profit arising from such sale of the said Premises to the new Purchaser/s shall be of the Promoter and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Premises then the same shall be subject to the consent and approval of the Promoter. In the event of the Purchaser/s committing default of the payment of the instalments of the Sale Price or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Purchaser/s shall

and hereby undertake to clear the mortgage debt outstanding at the time of the such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 (Fifteen) days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of 30 (Thirty) days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said Premises is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoters. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s towards the said Premises to the extent so as to clear the mortgage/debt/charge on the said Premises. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution, etc., the Promoters shall refund the Purchaser/s the balance amount (if any) without any interest subject to such deductions as mentioned in Clause 16. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the instalments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected.

20. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit all such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at @18% per annum from the due date till the date of realization thereof.

21. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show Premises, height of the ceiling of the show Premises, measurements, layout of the show Premises, area of the show Premises, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and The Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Premises and/or any other Premises and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the show Premises and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Premises on the basis of such show Premises, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Premises shall be mentioned herein and the same shall be final.

22. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

23. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser/s

only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats, car parking, portion or portions of the said Building, etc. including recreation ground, internal roads, recreational facilities such as swimming pool, gardens, club-house, gym and fitness centre etc. shall always be the sole and absolute property of the Promoter until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned. The Purchaser/s hereby confirm/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, with respect to the said larger property and/or said Building and/or all other unsold flats/units/shops and car parks and portion or portions of the said larger property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as swimming pool, gardens as provided in plan, club-house, etc. in the manner deemed fit by the Promoter without concurrence of the Purchaser/s or any other person claiming through him/her/them. The Purchaser/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various Premises in the said Sale Building along with the Users/Occupiers of other Premises in the said Building on the said larger property.

24. With regards to the common areas described in the **Third Schedule** hereunder written, it is agreed that:

    a. The Promoter shall be the Developer and will have all the rights, title, interest in respect of the common areas until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned.

    b. the Purchaser/s will not have any right, title, interest, etc. in respect of the said common areas.

    c. the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned.

25. The Promoter has informed to the Purchaser that:

    a. As agreed under the said Development Agreements, the respective Societies / Owners have agreed to amalgamate the First, Second and the Third Property into the said Larger Property.

    b. On completion of said project, The said Safalya Vileparle Co-operative Housing Society Ltd. has agreed to Convey the said First Property to Vesting Society by executing registered Conveyance Deed in favour of the Vesting Society.

    c. On completion of said project, The Owners of Second property has agreed to Convey the said Second Property to Vesting Society by executing registered Conveyance Deed in favour of the Vesting Society.

    d. The vesting society shall continue to be the owner of the said Third property.

    e. In the circumstance, the said Larger property will ultimately vest with Vesting Society i.e. The Vireshwar Prakash Co-operative Housing Society Limited.

f. There are no encumbrances upon the said Property or the Project except the charge of AU Small Finance Bank Limited as mentioned hereinabove, if any disclosed to the Purchaser.

26. The Purchaser/s shall join in as the member of the said Vesting Society i.e. "Vireshwar Prakash Co-operative Housing Society Limited" and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Vesting Society and for becoming a member, including the bye-laws of the said Vesting Society and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.

27. The Purchaser/s hereby expressly agree and consent that the Promoter shall without the consent of Purchaser/s be entitled to change the name of the Vesting Society at its sole discretion.

28. The Purchaser/s shall make his/her/their contribution towards Share Money as may be required to be made to the said Vesting Society so as to enable the said Vesting Society to make the Purchaser/s the member/s of the said Vesting Society.

29. The Purchaser/s shall pay to the Promoter/said Vesting Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises. The Purchaser/s along with the other Purchaser/s will not require the Promoter to contribute a proportionate share of the maintenance charges, outgoings, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Premises and other Flats / units which are not sold or disposed off by the Promoter even after the said larger property has been leased or conveyed in favour of the said Vesting Society. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold Flat / units and other Flat, shall be borne and paid by the purchasers of the flats including the Purchaser herein from the date the Purchaser is intimated to occupy the said Flat.

30. The maintenance charges mentioned in Clause 61 below shall be used by the Promoter for maintenance and management of the infrastructure, common area and facilities such as lights, storm water drains, drainage system, sewerage, water tank, gardens, security, etc. In case it is so required, the maintenance charges mentioned in clause 61 below may also be used by Promoter at their discretion for any other purpose. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to the said Vesting Society as may be determined by the said Vesting Society to be paid to the Vesting Society as aforesaid.

31. The Promoter has informed to the Purchaser/s, and the Purchaser/s is/are aware that (i) The Purchaser/s shall become member of the said Vesting Society and (ii) only after the Purchaser/s have made payment of all the amounts including the Sale Price to the Promoter strictly in accordance terms hereof and only after the Purchaser/s have performed and complied with all other terms, conditions, covenants, obligations, undertakings etc. contained herein, the Promoter shall cause to the said Vesting Society to admit the Purchaser/s as members thereof and thereupon the Purchaser/s sign and execute the application for membership and all form and other documents and pay all amounts and become members of the said Vesting Society.

32. The Purchaser/s shall at the time of taking possession of the said Premises from the Promoter pay to the Promoter amounts as specified in Clauses 60 and 61 below.

33. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats, car parking spaces, portion or portions of the said Building, etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may, if it so desires, become a member of the said Vesting Society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Vesting Society shall object to or dispute the same. On the Promoter intimating to the said Vesting Society, the name or names of the Purchaser/s or acquirer/s of such unsold flats, shops, premises, etc., the said Vesting Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Purchaser/s towards development charges, legal charges, etc. as mentioned in clauses 60 and 61 below. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of Full Occupation Certificate. Provided, however, in the event that the Promoter occupies or permits occupation of any flat, such occupant/s or the Promoter, as the case may be, shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such flat, the Promoter shall not be liable to take any permission/consent of the Vesting Society.

34. The Purchaser/s hereby is aware that once the said Vesting Society shall be formed and registered and the Promoter shall handover the documents such as Title Deeds, all permissions and approvals, sanctioned plans, warranty cards, AMC contracts, etc. to the said Vesting Society for future reference and needs.

35. Notwithstanding anything contained herein it is however agreed that the Promoter shall always have irrevocable and unconditional rights and shall be entitled to:

    a. utilize, consume, load, exploit etc. entire FSI, potential, yield of the said larger property, TDR, Fungible FSI, free FSI, compensatory FSI, premium FSI and all FSI's, benefits, etc. until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned;

    b. complete the construction of the said Building on the said larger property; and

    c. sell all the premises, etc. and receive all the amounts from the purchaser/s including the Sale Price from the purchaser/s hereof.

36. The Purchaser/s shall at no time demand partition of the said Building and/or said larger property, and/or the Project etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

37. In the event of the Promoter permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of purchaser/s, Wing-wise or Phase wise, as the Promoter may in his sole discretion desire, such proposed Society or Limited Company or

Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company and shall not take charge or demand administration of the said Building, till the said Building is duly completed by the Promoter and till entire F.S.I. including T.D.R. consumption benefits available in respect of the said larger property is duly utilized by the Promoter and all the Purchaser/s of premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the flats with the Promoter as contained herein without any delay or default. The Purchaser/s further confirms that any such proposed Society, Limited Company or Adhoc Committee shall be subject to overall paramount rights of control and management by the Promoter alone. The said Committee shall look after the day-to-day management of the building including payment of taxes and all outgoings. The internal roads and all internal common amenities and facilities and the infrastructure of the said lay outs and maintenance thereof shall be made by the Vesting Society. It is agreed that all the expenses that may be required to be incurred for the purpose of the maintenance of common amenities like internal roads, and facilities shall be borne and paid by the Purchaser/s of the said buildings in accordance with the directions that may be given from time to time by the Managing Committee of the Vesting Society.

38. All costs, charges and expenses incurred in connection with the formation of the said Vesting Society as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges, etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Vesting Society as aforesaid and/or proportionately by all the holders of the flats, etc., in the said Building. The Promoter shall not be liable to contribute anything towards such expenses.

39. The Promoter shall allot all flats, garages, car parking, open spaces, etc. intended to be constructed on the said larger property with a view ultimately that the Purchaser/s of all the flats, garages, car parking, open space etc., in said Building shall be admitted to the Vesting Society. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, etc. separately and independently and the Purchaser/s of all the flats, garages, car parking, open space in said Building shall be admitted to the Vesting Society.

40. The Purchaser/s hereby agrees that he/she/they are aware that the said Buildings are constructed with open space deficiency and M.C.G.M. will not be held liable for the same in future.

41. The Promoter has intimated the Purchaser/s regarding concessions availed for deficiency in open space, manoeuvring space, etc. and the Purchaser/s shall not object to neighbourhood development with deficient open spaces, etc.

42. The Promoter has intimated the Purchaser/s about the deficiency in provision of aisle space for two-way manoeuvring of vehicles being less than 6.00 mt. instead of 6.00 mt.

43. The Purchaser/s and the person/s to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Vesting Society may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said larger property.

44. It is agreed that notwithstanding anything contained to the contrary herein, the Promoter shall be entitled at any time to amend the layout and/or to construct additional Building/ structures on the said larger property and/or additional floors on said Building being constructed on the

said larger property, until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned. All such additions, alterations, additional floors and/or additional wings, Building and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said larger property or elsewhere and/or on account of T.D.R. and/or any other rights, benefits including floating rights which may be available in respect of the said larger property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I. or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled to utilize and consume such T.D.R., F.S.I. or any other potential, other rights, benefits including floating rights, etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser/s shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever. The Purchaser/s hereby agrees and confirms to the irrevocable and unfettered right of the Promoter to amend the layout and construct and sell/allot the said Building/structures on the said larger property and/or additional floors on the said Building being constructed on the said larger property in the manner by the Promoter deems fit without any further permission or concurrence in future until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned.

45. It is agreed between the Promoter and the Purchaser/s that the Promoter shall be entitled to develop the said larger property in phase-wise manner and/or sector-wise manner, as the Promoter may desire. The Promoter is retaining unto himself full rights for the purpose of providing ingress or egress to the Purchaser/s from the said larger property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

46. It is agreed between the Promoter and the Purchaser/s that the Promoter shall on or before completion of the development of the said larger property, shall be entitled to provide right of way/access to the new buildings that shall be constructed and the Purchaser/s unequivocally agrees not to raise any objection or dispute regards the same now or any time in the future.

47. It is agreed between the Promoter and the Purchaser/s, that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan as may be sanctioned by MCGM in respect of the said larger property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plan or proposal as the Promoter may desire. It is further agreed that the Promoter in his absolute discretion shall be entitled to locate or provide in the said Building on the said larger property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the said Vesting Society at the discretion/option of the Promoter time to time.

48. The Purchaser/s hereby expressly agrees to the Promoter to re-design the said Building or increase in number of floors, adding more Building or Building or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the said Building in which the Purchaser/s has/have agreed to acquire the premises is completed earlier than other Building structures, then the Purchaser/s confirms that the

Promoter will be entitled to utilize any F.S.I., T.D.R. and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available in the future for any reason including on account of change in regulations/law/act etc. in respect of the said larger property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilized by the Promoter, and all the flats, etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the Purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any such said Vesting Society as the case may be and the Purchaser/s agrees and irrevocably admits and agrees not to have any demand or dispute or objection in that behalf.

49. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said larger property and/or the said larger property and/or get the said larger property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said larger property or be entitled to any F.S.I. exceeding the F.S.I. used or any F.S.I. available now or in future and consumed in the said Building and that the Purchaser/s and/or the said Vesting Society shall not be entitled to put up any further or additional construction on the building exceeding the F.S.I. consumed therein or for any reason whatsoever until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned.

50. The name of project shall always be known as **"Suparshwa Trinity"**and this name shall not be changed without the written permission of the Promoter.

51. It is expressly agreed that the said Premises as well as said building shall be containing all the specifications, fixtures, fittings and amenities as specified in **<u>Annexure – "G"</u>** and the Purchaser/s confirm/s that the Promoters shall not be liable required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said flat and the Building/s and said larger property.

52. Subject to Force Majeure circumstances and/or Other Circumstances, and provided the Purchaser/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Purchaser/s by 31st December, 2026 ("**Possession Date**"). If the Promoter fails to hand over the said Premises to the Purchaser/s on or before the Possession Date, and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Purchaser/s simple interest on the amount out of Sale Price utilised by the Promoters for the purposes other than the completion of the present Project, as per the RERA Rules for every month of delay from the Possession Date till the handing over of the possession of the said Premises. It is categorically agreed that the Promoters shall not be liable to pay any interest on the part of the consideration utilised by the Promoter towards the expenses incurred under the Project.

53. If the Purchaser/s intend to cancel this Agreement or withdraw from the Project, then on cancellation of this Agreement by the Purchaser/s:

    a. The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter save and except the Earnest Money in respect of the said Flat (except the amounts towards GST and other taxes) within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;

b. The Purchaser/shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and

c. The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.

54. For the purpose of this Agreement, the "Other Circumstances" shall include but not limited to:

    a. Non-availability of steel, cement, other building material, water or electric supply;

    b. War, Civil Commotion, fire, earthquake, flood, epidemic, pandemic, labour controversy, riot, civil disturbance or act of God;

    c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said larger property;

    d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;

    e. Delay in issuance of any certificate and/or grant of any permission, sanction, approval, and/or including but not limited to permission such as Commencement Certificate for construction of the New Building, applicable No-Objection Certificates, Occupation Certificate as may be required in respect of the said larger property;

    f. Economic downturn;

    g. Any other act or event which is beyond the Promoter's reasonable control including the Promoter's precarious financial condition and/or economic downswing in real estate industry; and

    h. Any other circumstances or conditions or other causes beyond the Promoter's control of or unforeseen including war, civil commotion, riot, strikes or agitation by the Promoter's workers or labourers or the workers or labourers of the contractor or suppliers.

55. As per the Clause 4 (c) of the said Development Agreements, the respective Societies/Owners have agreed to amalgamate the First, Second and the Third Property into the said Larger Property or any part thereof and ultimately the said larger property shall vest in the said Vesting Society as per the conveyance to be executed of First Property and Second Property in favour of Vesting Society.

56. The Purchaser/s shall not let, sublet, sell, charge, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Premises or any of their rights and/or benefits, without the Promoter's prior written consent, till the Purchaser/s have paid all the amounts

payable in this Agreement to the Promoter and the Promoter has handed over the possession of the said Premises to the Purchaser/s.

57. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses 60 and 61 below. The Purchaser/s shall occupy the said Flat within 15 days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and/or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the "**Date of Possession**" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.

58. Commencing 15 days after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate outgoings in respect of the said larger property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said larger property or part thereof and the said Building. Until the said Purchaser/s are admitted as members of the Vesting Society, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

59. The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity.

60. The Purchaser/s shall, simultaneously with the Promoter offering possession of the said Premises, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3 above and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

Sr. No.	**Particulars**	**Amount (Rs.)**
(i)	Legal Charges	20,000/-
(ii)	Charges for Formation and Registration of Vesting Society	15,000/-
(iii)	Electric Meter Deposit & Other Charges	25,000/-
(iv)	Water Deposit & Other Charges	25,000/-
(v)	Infrastructure & Development Charges (Rs. 300/- per Sq. Ft.)	_____/-
	TOTAL	**_____/-**

61. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Premises is offered. The Promoter shall

maintain account in respect of said amounts and shall provide the same to the Vesting Society at the time of handover to the said Vesting Society only in respect of the said amounts.

Sr. No.	Particulars	Amount (Rs.)
(i)	Share Money	1,000/-
(ii)	Maintenance Charges for 12 months (Rs. 8/- per Sq. Ft. per month)	_____/-
	TOTAL	**_____/-**

62. It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.

63. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Clause 60 and/or 61 above, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.

64. It is agreed that the Purchaser/s shall duly inspect the said premises offered for possession by the Promoter and immediately inform the Promoter for the defect if any as regards to the amenities and specification agreed herein which the Promoter shall as far as possible provide/rectify the same, failing which the Promoters shall compensate the Purchaser/s for the defect if any, in the amenities and/or specifications which the Promoter/s is unable to provide/rectify. In case of dispute, the decision of the Architect of the Promoter shall be final and binding upon the Parties herein in this regard. It is specifically agreed that no dispute, claim, demand of whatsoever shall be entertained by the Promoter as regards to defect in amenities, specifications, etc. once the possession of the said premises is handed over to the Purchaser/s other than the structural defect if any as agreed herein.

65. The Purchaser/s by himself/herself/themselves with the intention to bind all persons into whose hands the said Premises and other Flats may hereinafter come, even after said Building and said larger property is conveyed or leased in favour of the said Vesting Society, is executed, hereby covenant/s with the Promoter as follows:

    a. Not to do or suffer to be done anything in or to the said Building, said Premises, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the Building or to the said Premises itself or any part thereof and to maintain the said Flat at the Purchaser’s own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

    b. Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

c. Not to change the user/use of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

d. Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.

e. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, 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 F.S.I. potential of the said larger property/ said property.

f. Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said larger property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said larger property and the said new building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

h. Not to delay/default in payment of the amounts to be paid to the Promoter in addition to the amounts to be collected in Clause 60 and 61 above and pay within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

i. Not to delay/default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

j. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said larger property and the said new building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

k. Shall not violate and shall abide by all rules and regulations framed by the Promoter/ his designated Project Manager or by the said Vesting Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior/civil works that the Purchaser/s may carry out in the said Flat.

l. Shall not violate and shall observe and perform all the rules and regulations which the said Vesting Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the said premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Vesting Society regarding the occupation and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

m. Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;

n. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.

o. Shall never in any manner enclose areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.

p. Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and/or occupy the common area of the Building such as passage, lobby, staircase and/or any part of the said larger property.

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

Agreement on the breach of the aforesaid conditions and the consequences as mentioned in clause 16 shall follow and the Promoter shall be entitled to deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and refund the balance amount of the Sale Price to the Purchaser/s, however if such payments are inadequate, the Promoter shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon the Purchaser/s shall not dispute the decision of the Promoter in this regard.

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

(i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said larger property and the said Building.

(ii) Shall not at any time cause or permit any public or private nuisance or use the loud speaker, etc. in or upon the said Flat, said Building or the said larger property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter.

(iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the Said Flat and/or the said Building and at the Purchaser’s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.

(iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.

(v) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.

(vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

(vii) Shall not park at any other place and shall park all vehicles in the allotted/designated parking lots only as may be prescribed by the Promoter;

(viii) Shall cause the said Vesting Society to paint the said Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Vesting Society.

s. If the Purchaser/s shall cause any internal changes / alterations / modifications in the said flats that shall cause any defects in the said flat such as any leakage in the said flat and/or the neighbouring flats due to alterations in the plumbing and/or water proofing of the said flat, then in such circumstances, such defect in the said flat and in neighbouring flats if any, shall be rectified by the Purchaser/s at its own cost and expenses and shall under no circumstances be the liability/responsibility of the Promoters.

t. If within a period of five (5) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the other flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.

u. The Promoters shall be entitled to obtain the refund from the BMC/ concerned authorities of all refundable deposits which are paid/ payable by the Promoter to the BMC/ concerned authorities. In the event the BMC/ concerned authorities issue refund cheques in favour of the said Vesting Society, the said Vesting Society shall, in turn, refund the same to the Promoter, within 7 (seven) days of the amounts being credited into the said Vesting Society's account. The deposits of permanent nature required by the authorities/ companies shall not be refunded to the Promoter and the Promoter shall not claim refund of the same from the authorities/ companies or seek any reimbursement from the said Vesting Society and the same shall belong to the said Vesting Society.

v. The Promoter shall be entitled to use the sale office constructed on the said larger property until the entire project with respect to development of the said larger property is completed.

66. For the purpose of this Agreement, the **"Structural Defect"** shall include but not limited to:

a. defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure,

b. defects due to faulty or bad workmanship of RCC or MS work,

c. defects due to materials used in such RCC or MS work,

d. major cracks in masonry work that are induced as a result of failures of RCC or MS work,

e. any defect which is established to have occurred on account of negligence, use of inferior materials or non-adherence to the regulatory codes of practice by the Promoter.

However, Structural Defect shall not constitute the following:

(i) Equipment (lifts, generator, motors, STP, transformers, gym equipment, etc) which carry manufacturer's guarantees for a limited period. Thereafter the said Vesting Society shall take annual maintenance contract with the suppliers. The Promoter shall transfer the manufacturer's guarantees/warranties to the said Vesting Society.

(ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. which have natural wear and tear.

(iii) Allowable structural and other deformations including expansion quotient.

(iv) The terms of work like painting, etc. which are subject to wear and tear.

67. The Promoter shall have irrevocable, unconditional and unfettered rights and be entitled to and the Purchaser/s shall permit the Promoter and his surveyors and agents with or without workmen and others, at all times, to enter into and upon the Premises to view and examine the state and conditions thereof.

68. The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and his surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges, etc.

69. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said larger property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building is conveyed to the said Vesting Society or other body and until the said larger property is conveyed to the said Vesting Society as hereinbefore mentioned.

70. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said larger property or any parts of the said Building or Building including on the terrace and/or on the parapet wall and/or on the said larger property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said larger property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/said Vesting Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

71. The Purchaser/s hereby grant/s his/her/their Irrevocable consent to the Promoter mortgaging the said larger property along with the said Building being constructed thereon save and except the said Premises, to enable the Promoter to augment the funds for the development of the said larger property. The Promoter shall clear the mortgage debt in all respects of the said larger property in favour of the Vesting Society in the manner provided in this Agreement.

72. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the said Building on the said larger property being not ready for use and in the event of the Promoter offering occupation of the Said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance Building or additional floors on the said larger property without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance Building or Building, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or Building or Building on the said larger property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

73. The Promoter shall complete the Project by 31st December, 2026 ("the Project Completion Date") provided always Provided that the Developers/Promoters shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of New Building/s in which the Flat is situated is delayed on account of: -

    a. War, civil commotion or Act of God;

    b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

74. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Premises or creating any charge or lien on the Said Premises and notwithstanding the mortgages/charges/lien of or on the said Premises, the Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

75. The Purchaser/s is/are aware that Promoter at present is constructing the said Building namely **"Suparshwa Trinity"** on the said larger property.

76. The Purchaser/s hereby nominates **______________________,** having his/her/their address at ______________________________, who is the _______ of First holder, and ________ to Second holder, as his/her/their nominee in respect of the said Premises. On the death of Purchaser/s, the said **__________________,** ("**the said Nominee**") shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at his discretion be

entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

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

78. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery to the address of the addressee at his/her/their address hereinbefore mentioned. A notice shall be deemed to have been served as follows:

    a. if personally delivered, at the time of delivery

    b. if sent by courier, registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

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

    a. Promoter PAN: AEIFS0772H

    b. Purchaser/s PAN: 1) __________ 2) __________

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

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

82. Any Dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Maha-RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

84. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges. All the other expenses such as all out-of-pocket costs, charges and expenses on all documents in respect of the said Premises including on this Agreement shall be borne by the

Purchaser. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

Firstly:

("said First property")

All that piece or parcel of land or ground situate at and bearing Final Plot No. 250 of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1254/A of Village – Vile Parle (East), Taluka – Vile Parle, admeasuring 628.70 Sq. Mtrs. duly assessed under Account Nos. KE0203350010000 and KE0203360070000 within K/East ward of BMC, within the limits of Registration District and Sub – District of Mumbai Suburban together with the building known as **"The Safalya Vileparle C.H.S. Ltd.",** situated at Dixit Road, Vile Parle (East) Mumbai – 400057 and bounded as follows:

On or towards the North	:	F. P. No. 248 of T. P. S II of Vile Parle
On or towards the West	:	F. P. No. 238A of T. P. S. II of Vile Parle
On or towards the South	:	F. P. No. 251 of T. P. S. II of Vile Parle & Dixit Road
On or towards the East	:	Partly by F. P. No. 249 and partly by F. P. No. 252 of T. P. S II of Vile Parle

Secondly:

("said Second Property")

All that piece or parcel of land or ground situate at and bearing Final Plot No. 238 of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1256, 1256 /1 to 4 of Village – Vile Parle (East), Taluka – Vile Parle, admeasuring 342.80 Sq. Mtrs., duly assessed under Account Nos. KE0203450060000, KE0203420070000, KE0203440000000, KE0203460020000, and KE0203460110000 within K/East ward of BMC within the limits of Registration District and Sub – District of Mumbai Suburban together with the building known as **"Pakhade House"** and situated at 48, Nehru Road, Vile Parle (E), Mumbai – 400 057 and bounded as follows:

On or towards the North	:	Partly by F.P. No. 239 and Partly by F.P. No. 238A of Town Planning Scheme II of Vile Parle
On or towards the West	:	Pherozeshah Mehta Road
On or towards the South	:	Nehru Road
On or towards the East	:	F.P. No. 238A of Town Planning Scheme II of Vile Parle

Thirdly:

("said Third Property")

All that piece or parcel of land or ground situate at and bearing Final Plot No. 238A of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1255, 1255 /1 to 11 of Village – Vile Parle (East), Taluka – Vile Parle, admeasuring 839.46 Sq. Mtrs., duly assessed under Account No. KE0203380000000 within K/East ward of BMC within the limits of Registration District and Sub – District of Mumbai Suburban together with the building known as **"Vireshwar Prakash Co-Operative Housing Society Ltd"** and situated at 46, Nehru Road, Opp. BMC Office, Vile Parle (East), Mumbai – 400057 and bounded as follows:

On or towards the North	:	Partly by F.P. No. 239 and Partly by F.P. No. 240 of Town Planning Scheme II of Vile Parle
On or towards the West	:	Partly by F.P. No. 238 and Partly by F.P. No. 239 of Town Planning Scheme II of Vile Parle
On or towards the South	:	Nehru Road
On or towards the East	:	Partly by F.P. No. 250 and Partly by F.P. No. 251 of Town Planning Scheme II of Vile Parle

Fourthly:

("said Larger Property")

All that piece or parcel of First Property, Second Property and the Third Property" and comprises of land or ground bearing: -

a) Final Plot Nos. 238 of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1256, 1256 /1 to 4, admeasuring 342.80 Sq. Mtrs.
b) Final Plot Nos. 238A of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1255, 1255/1 to 11 admeasuring about 839.46 Sq. Mtrs., and
c) Final Plot Nos. 250 of Town Planning Scheme II of Vile Parle corresponding to C.T.S No. 1254/A admeasuring about 628.70 Sq. Mtrs.

totally admeasuring 1810.96 Sq. Mtrs. all lying within limits of Village – Vile Parle (E), Taluka – Vile Parle, and situated at junction of Dixit Road, Nehru Road, and Pherozeshah Mehta Road, Vile Parle (East), Mumbai – 400057 and duly assessed within K/E Ward of MCGM and within the limits of Registration District and Sub – District of Mumbai Suburban District and bounded as follows:

On or towards the North	:	Final Plot Nos. 239, 240 and 248 of TPS -II of Vile Parle
On or towards the West	:	Final Plot No. 239 of TPS -II of Vile Parle and Pherozeshah Mehta Road
On or towards the South	:	Final Plot No. 251 of TPS -II of Vile Parle, Dixit Road and Nehru Road
On or towards the East	:	Final Plot Nos. 249 and 252 of TPS -II of Vile Parle

<u>THE SECOND SCHEDULE ABOVE REFERRED TO:</u>

("said Premises")

All that piece and parcel of Residential Premises bearing Flat No. _______, inclusive of its structural elements, admeasuring ___________Sq. Ft. (equivalent to ______________ Sq. Mtrs.) RERA carpet area plus ___ Sq. Ft. (equivalent to ___ Sq. Mtrs.) exclusive balcony on the ______ floor of "____ Wing" of the Building known as "Suparshwa Trinity" to be constructed on the said larger property along with _____ mechanical Car Parking Space ("Car Parking") in the said larger property.

1.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREA AND FACILITIES

The Staircase, staircase landings, lifts, lift-well, staircase entrance area, septic tank, soak pit, suction tank, overhead tank, pump room, watchman cabin, compound wall, machine room, electric cabin, recreational spaces, society office, gymnasium, club house, swimming pool will be covered in this common area and facilities.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED	**)**
By withinnamed **"PROMOTER"**	)
M/S. SUPARSHWA DEVELOPERS	**)**
Through its authorised Partner	)
Mr. Anish Ashok Jain	)
In the presence of:	)

1.

2.

SIGNED SEALED AND DELIVERED	**)**
By withinnamed **"PURCHASER/S"**	**)**
1) __________	**)**
	)
2) _________	**)**
	)
	)
	)

In the presence of:

1.

2.

RECEIPT

We say, received from the Purchaser/s abovenamed a sum of Rs. ______________/- (Rupees ________________________ only) towards earnest money mentioned in the Agreement as below:

Sr. No.	**Date**	**From**	**Amount**	**Mode of Payment**	**Ref. No.**	**Bank & Branch**

WE SAY RECEIVED RS. ________________________/-

M/s. SUPARSHWA DEVELOPERS

PARTNER