AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____________ 20___, BETWEEN **M/S ITMC DEVELOPERS PRIVATE LIMITED** (formally known as M/S International Trading And Manufacturing Company), having its registered office at 1, Ram Krupa, Devji Bhimji Lane, Mathuradas Road, Kandivali (West), Mumbai-400067, hereafter referred to as **"THE DEVELOPERS/ PROMOTERS"** (which expression shall unless contrary to the context meaning thereof, mean and include its successors and assigns) **OF THE ONE PART**

AND

____address at ____________ ____. Indian Inhabitant hereinafter called **"PURCHASER/S"** (which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, and administrators and permitted assigns) **OF THE OTHER PART:**

WHEREAS:

i) One SHRI PRATAPSINH SHOORJI VALLABHDAS AND ORS. were the absolute owners of all that piece and parcel of land bearing Survey No. 112(pt) and Old CTS No.4(PT), New CTS No. 4A/1A/2A(pt), 4A/1A/2B(pt), 4A/1A/2C(pt) being part of larger property containing by admeasurements 12,140.46 Sq.Mts. or thereabout more particularly described in the Schedule I hereunder written

ii) By and under an Agreement for Sale dated 15 July 1997 duly registered with the Sub-Registrar, Kurla, Mumbai vide registration no. BBJ-3276/97 on 15th January,1999 executed by SHRI.PRATAPSINH SHOORJI VALLABHDAS and others, therein described as the vendors and INTERNATIONAL TRADING AND MANUFACTURING COMPANY (now known as M/S ITMC DEVELOPERS PRIVATE LIMITED), the DEVELOPERS herein, therein described as purchasers, the Developers acquired all that piece or parcel of lands together situate lying and being at Village Hariyali, Vikhroli, known as Chandan Nagar bearing Survey no. 112A(PT) and CTS no. 4(PT), New CTS No. 4A/1A/2A(pt), 4A/1A/2B(pt), 4A/1A/2C(pt) being part of larger property containing by admeasurement 12140.46 Sq. Mtrs or thereabout more particularly described in the Schedule I hereunder written on the terms and conditions and for consideration stipulated therein, hereinafter referred to as the "**First Property**".

iii) One Mr. Hirendra Bacha Singh was the absolute owner of all that piece and parcel of the land bearing Survey No. 112A(pt) and CTS No 4(pt) and 5(pt), New CTS No. 4D/1,4D/2,4A/1A/2A,4A/1A/2E,4A/1A(pt)- admeasuring 5582 sq mtrs adjacent to the First Property more particularly described in the Schedule II hereunder written, hereinafter referred to as the "Second Property". The Second Property has been inherited by Smt. Ushakiran Hirendra Singh as a legal heir of the said Mr. Hirendra on his death on 16th May, 2006 as per his last Will and Testament dated 11th December, 2003 which was duly probated on 27th February, 2009 by Hon' ble Bombay Court under T. & I. J. Petition No 1033 of 2006.

iv) By and under Deed of Conveyance dated 5th day of August, 2010 duly registered with the Sub-Registrar, Kurla, Mumbai vide registration no. BDR 3-09000-2010 executed by SMT. USHAKIRAN HIRENDRA SINGH therein described as vendor and INTERNATIONAL TRADING AND MANUFACTURING COMPANY (now known as M/S ITMC DEVELOPERS PRIVATE LIMITED) therein described as PURCHASERS therein, the Developers acquired all that piece or parcel of land together situate, lying and being at Village Hariyali, Vikroli, Mumbai known as Chandan Nagar admeasuring 5582 sq. mtrs. bearing Survey No. 112A (pt) and CTS No. 4 (pt) and 5 (pt), New CTS No. 4D/1,4D/2,4A/1A/2A,4A/1A/2E,4A/1A(pt)being the Second Property. Out of the area of 5582 sq. mtrs. Conveyed, an area admeasuring 2490 sq. mtrs. Overlapped the area of the First Property i..e, 12140.46 sq. mtrs.

v) The Developers are thus seized and possessed of the said First Property and the said Second Property more particularly described in the Schedule I & II hereunder written respectively and have right to develop the same.
(Hereinafter the First Property and the Second Property shall collectively referred to as **"the Said Property"**)

vi) Pursuant to the notification dated 23rd October 1980 issued by the Deputy Collector (ENC) and Competent Authority, Sub-Division Kurla-II and area of 13763.9 of Village Hariyali Chandan Nagar, being portion of the Said Property more particularly described in the Schedule I & II hereunder written is declared as Slum Area under the provisions of Maharashtra Slum Area (Improvement, Clearance and Re-development) Act, 1971. (Copy of the notification dated 23rd October, 1980 is annexed hereto as Annexure-'A').

vii) By a Development Agreement dated 24th September, 2009 under registered notarized no.10498/09 executed between the Developers herein and Chandan Nagar SRA Co-operative Society ("Society"), the said Society has agreed to grant Development Rights to the Developers herein with respect to the Second Property for the consideration and upon the terms and conditions set out in the said Development Agreement. Along with the Development Agreement dated 24th September, 2009, the said Society also executed Power of Attorney dated 24th September, 2009 under registered notarized no. 10499/09 in favour of International Trading and Manufacturing Company (now known as M/S ITMC Developers Private Limited) for doing various acts, deeds, matters and things to develop the said property as per Slum Rehabilitation Scheme DCR 33(14)(D) and new SRA Scheme 33(10) in accordance with the plans and specifications duly approved by Slum Authority and Municipal Corporation of Greater Mumbai.

viii) In the premises aforesaid the Developers contemplate to develop the Said Property as per Slum Rehabilitation Scheme DCR 33(14)(D) and new SRA Scheme 33(10) of DCR in accordance with plans and specification duly approved by Slum Authority and the Municipal Corporation of Greater Bombay by constructing buildings thereon being Rehab Building and Sale Building Nos. 1, 2 and 3 on the Said Property and the Developers propose to sell Flats / Units in the Sale Building/s to the prospective purchasers on the terms and conditions and for consideration as may be mutually agreed upon between the Developers and the prospective Purchasers.

ix) The Slum Rehabilitation Authority ("The SRA") has granted its approval for the redevelopment of the Said Property by the Developers and issued its Letter of Intent (LOI) bearing no. SRA/DDTP/0145/S/PL/LOI dated 08/12/2009 which was modified vide revised LOI dated 18/02/2011 and further modified vide revised LOI dated 20.07.2011 and revised LOI dated 16.10.2017 (Hereinafter, collectively referred to as **"LOI"**), annexed hereto as Annexure- 'B1', Annexure- 'B2', Annexure- 'B3' and Annexure- 'B4' respectively.

x) The Developers constitution has been changed from the Partnership firm being International Trading and Manufacturing Company to Private Limited Company being ITMC Developers Private Limited vide certificate of incorporation dated 31st January 2017.

xi) The Developers is constructing a Sale Building No. 1 on the Said Property known as 'SAPPHIRE - I'.

xii) The Developers is in the process of constructing **Sale Building No. 3** on the Said Property known as 'SSG SPRINGVILLE' comprising of Ground + 5podiums+E Level + 31st Upper Storey (hereinafter referred to as **"Sale Building No. 3" or "the said Building/ Project"**) as shown in Red colour boundary line on the plan annexed as Annexure 'D' hereto. The Developer shall also be constructing a Sale Building No. 1,2 and school building over the Said Property, duly demarcated for the said purpose, which fact has been duly verified by the Purchaser and the Purchaser has no objection to the same. The Purchaser is aware that the present agreement is restricted to only Sale Building No.3

xiii) The Developers hereby also declares that there will be in total 3 separate tower/ buildings and a School building on the Said Property and the amenities shall be common for the entire tower.

xiv) The Developers have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

xv) The Developers have appointed structural Engineers for the preparation of the structural design and drawings of the Sale Building No. 3 and the development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the Sale Building No. 3.

xvi) The Developers have submitted plans for approval and sanction to the Slum Rehabilitation Authority and accordingly, the said plans have been duly approved and sanctioned and thereafter vide an intimation of approval (IOA), dated 11th June 2018 bearing No. S/PVT/0075/20090923/S-3 issued to the Developers by the SRA, the Developer has obtained permission to construct the Sale Building No. 3 on the Said Property subject to terms and conditions as stated therein. Hereto annexed and marked Annexure – 'E'.

xvii) A Commencement Certificate dated 02nd July 2018 bearing reference no. S/PVT/0075/20090923/S-3 has been issued to the Developer by SRA, and thereby the Developer was granted permission to construct the Sale Building No. 3 on the Said Property subject to terms and conditions as mentioned in the IOA and Commencement Certificate. Hereto annexed and marked Annexure – 'F'.

xviii) According to the said Plans certain portion of the entire FSI available for the Said Property is being utilised for construction of the Sale Building No. 3. The Developers shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Sale Building No. 3 as applicable.

xix) The photocopies of: (a) the report on 2 title Certificate i) dated 16th April 2018 ii) dated 16th April 2018 issued by Advocate Vikas R. Hirlekar is annexed hereto and marked as Annexure - 'G' & Annexure - 'H' and; (b) the extracts of the Property Register Card in respect of land bearing survey no. 112A(PT) and New CTS nos. 4A/1A/2A(pt), 4A/1A/2B(pt), 4A/1A/2C(pt) & 4D/1,4D/2,4A/1A/2A,4A/1A/2E,4A/1A(pt) are annexed hereto and marked as Annexure- 'I'.

xx) The Developer intends to sell flats/shops/offices in the Sale Building No. 3 known as **"SSG SPRINGVILLE"**. The Developers have the sole and exclusive right to sell the premises in the Sale Building No. 3 to be constructed on the Said Property and to enter into agreement/s with the purchaser/s in respect of premises in the Sale Building No. 3 and to receive the sale proceeds in respect thereof.

xxi) The Purchaser requested / applied to the Developers to sell to him a flat no.____ adm. _____________ sq. fts. Carpet equivalent to _________ sq. ft Carpet as per RERA Equivalent to ___________ sq. mtrs. (carpet area) on ___ floor of Sale Building No. 3 constructed/ to be constructed by the Developer on the Said Property, (hereinafter, referred to as **"the said Premises"**), more particularly mentioned in the Third Schedule hereunder.

xxii) The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the Said Property, the relevant orders, and the approved plans, designs and specification prepared by the Developers' Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Developers of Construction, Sale, Management and Transfer) Act, 1964 and the Rules and Regulations made thereunder ("MOFA") and Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder ("RERA"), hereafter collectively shall referred as **"the said Acts"**. The Purchaser has independently investigated the title of the Developers to the said Premises and the entitlement and authority of the Developers to construct the Sale Building No. 3 on the Said Property and has completely satisfied himself/herself/ itself and unconditionally accepted the same.

xxiii) While sanctioning the said plans, in respect of construction on the said plots, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the Said Property and the Sale Building/s thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the Sale Building No. 3 shall be granted by the concerned authority.

xxiv) The Developers has informed the Purchaser/s that it has availed loan for the purpose of development on the Said Property from Catalyst Trusteeship Limited and ECL Finance Ltd ("Lender/ Security Trustee") and that the Said Property is mortgaged and encumbered, together with all construction, structures developed & constructed /to be constructed thereon in relation thereto, all movable assets in relation thereto, along with a first charge on the receivables arising out of the Project/s and the escrow accounts established in relation thereto, together with all monies lying in such escrow accounts(s) from time to time have been given as security for the same and in principal no objection certificate has been obtained from such lending institution for sale of the Said Flat to the Purchaser/s in pursuance hereof and handed over to the Purchaser;

xxv) The Purchaser, after satisfying himself / itself, with the title of the Developers over the Said Property and said Premises and agreeing to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, is now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

xxvi) Under Section 13 of The Real Estate (Regulations & Development) Act 2016 the Parties are required to execute a written Agreement for Sale of the said Premises with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908.

xxvii) The Developers are entering into similar separate agreements with the several other purchasers and parties for the sale of flats/shops/car parking space etc. in the Sale Building No. 3.

xxviii) The Developers has registered the project under the provisions of the Real Estate (Regulations & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on 17.07.2018 under registration no.P51900017166.

xxix) Relying upon the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Developers has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer the said Premises at the consideration and on the terms and conditions hereinafter appearing.

xxx) The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same

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

1. It is recorded that the recitals contained herein shall form an integral part of these presents.

2. **<u>DEFINITIONS</u>**

2.1. "**Agreement**" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.

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

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

2.4. "**Authority**" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

2.5. "**BCAM Charges**" shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit/ Building, but shall not include FCAM Charges.

2.6. "**Building**" shall mean **"SSG SPRINGVILLE"** OR the Sale Building No. 3 to be constructed on the Said Property.

2.7. "**Building Conveyance**" shall have the meaning ascribed to it in Clause 32 below.

2.8. **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure I** (*Unit and Project Details*).

2.9. "**CAM Charges**" shall have the meaning ascribed to it in Clause 15 below.

2.10. "**CAM Commencement Date**" shall mean the day from which the Purchaser will be required to pay BCAM Charges and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.

2.11. "**Car Parking Spaces**" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.).

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

2.13. "**Cheque Bouncing Charges**" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.

2.14. "**Club**" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.

2.15. "**Common Areas and Amenities**" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at **Annexure K** (*Common Areas and Amenities*).

2.16. "**Confidential Information**" shall have the meaning ascribed to it in Clause 58 below.

2.17. "**Date of Offer of Possession**" or "**DOP**" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the said Premises (the OC maybe for part or whole of the Building). The estimated DOP is set out in Clause no. 19 below.

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

2.19. **"Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area"** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the

Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

2.20. "**FEMA**" shall have the meaning ascribed to it in Clause 39 below.

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

2.22. "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15 below.

2.23. **"Indirect Tax**" or "**IndirectTaxes**" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of

any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

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

2.25. "**Liquidated Damages**" shall mean an amount equivalent to 5 per cent of the Total Consideration.

2.26. **"Loan"** shall have the meaning ascribed to it in Clause 13 below.

2.27. **"Maintenance Related Amounts"** shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure I** (*Unit and Project Details*).

2.28. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.

2.29. **"Possession Demand Letter"** shall have the meaning ascribed to it in Clause 10.2 below.

2.30. **"Project"** shall mean the project with RERA registration number as stated in **Annexure I** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Said Property which may comprise of various other buildings and/or projects.

2.31. "**Reimbursements**" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure I** (*Unit and Project Details*).

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

2.33. "**Service Providers**" shall have the meaning ascribed to it in Clause 15 below.

2.34. "**Shortfall Amount**" shall have the meaning ascribed to it in Clause 16 below.

2.35. **"Structural Defects"** shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Developers.

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

2.37. "**Transfer**" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:

a. the said Premises or any part of the right, title or interest therein; and, or, b. the benefit of this Agreement; and, or,

c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;

d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally.

2.38. "**Total Consideration**" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out in Clause 4 below.

2.39. "**Ultimate Organization**" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building.

ALONGWITH all other terms which have been defined at respective paras/ clauses of this Agreement.

3. In this Agreement where the context admits:

A. any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);

(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

B. any reference to the singular shall include the plural and vice-versa;

C. any references to the masculine, the feminine and the neuter shall include each other;

D. any references to a "company" shall include a body corporate;

E. the word **"**Business Day**"** would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.

F. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, sections and schedules are to Clauses of, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;

G. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

H. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

I. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;

J. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

K. "the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

L. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

M. references to a Person (or to a word importing a Person) shall be construed so as to include:

(i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);

(ii) that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

(iii) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

J. In case of any conflict between the provisions of this Agreement and provisions/ rules of RERA, the provisions / Rules of RERA shall prevail.

4. The Purchaser agrees to purchase from the Developers and the Developers agree to sell to the Purchaser Flat No._____ on ____ floor admeasuring ________ Sq. Ft. carpet (________ sq. ft Carpet as per RERA) (Inclusive of D.B. Area if any) equivalent to _____ Sq. Mtrs. carpet area as per RERA as shown in the Floor Plan thereof hereto annexed and marked Annexure 'J', hereinafter referred to as **"the said Premises"**, in the **"SSG SPRINGVILLE"** at the lump sum price of **Rs.____________/- (Rupees _____________________ ____________Only)** (hereinafter referred to as **"Total Consideration" or "Purchaser Price") along with ________ Car Parking (Car parking number shall be allotted after handover of the possession of the said premises),** allotted free of cost and which price is inclusive of proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common/limited/restricted common areas and facilities are more particularly described in the Annexure 'K', more particularly described in Schedule III hereunder written.

The Purchaser/s has, on or before execution of the present Agreement for Sale, paid to the Developers a sum of **Rs. ________/- (Rupees _____________________ Only)** the payment and receipt whereof the Developers do hereby admit, acknowledge and confirm) balance payment shall be paid to the Developers in the manner which is annexed hereto & marked as "Annexure L"

The Purchaser hereby agrees that depending upon the stage of construction, the payment / installment of a particular stage may be demanded prior to the earlier payment stage and the Purchaser hereby agrees to the same.

In case of the dishonor of any cheque, the Cheque Bouncing Charges as mentioned herein above in "2.13" will be payable by the Party which issued the cheque in question

5. The Consideration as stated hereinabove excludes all Taxes like VAT, GST, Swachh Bharat Cess, Krishi Cess, statutory levies, various deposits, charges, advances, etc. all other indirect Taxes, or any other similar taxes which may be levied, in connection with the construction of the said Premises including those which as may be applicable in future and the same shall be payable by the Purchaser within 7 days of the same without demur and / protest as demanded in writing by the Developers.

6. The Purchase Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

7. Subject to the terms of the Agreement and the Developers abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Developers, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment (as applicable) in favour of **'ITMC Developers Private Limited - Sapphire Project Phase 3 Escrow Account– A/c No. 57500000093288** payable at **Mumbai HDFC Bank Ltd** (IFSC CODE - **HDFC0000419**) being the designated account and / or in such other account as may be intimated to the Purchaser from time to time after deducting T.D.S (Tax Deducted at Source) As per Government Rules (194IA) @ 1% effective from 1st June 2013 on any payment made for the purchase of property above 50 Lakh(s) on or before end of the subsequent month in which payment is made. (On late payment of TDS 1.5% Interest to be payable + Rs. 200 per day Late filing levy will be charged by Government, The same may be change or Amended as per Government Rules & Regulations). The Developer's PAN No. AAECI3793B

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

9. The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Developers against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

10. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Sale Building No. 3 is completed and the occupancy 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 three percent. Accordingly, the Purchase Price shall be increased/ decreased to that effect. The difference in the Purchase Price and the said new enhanced/ reduced purchase price shall be demanded/ refunded by the Developers to the Purchaser (as the case may be).

11. The Purchaser/s hereby confirm and reiterate that before execution of this Agreement, the Developers have made full and complete disclosures of all the relevant documents and the purchaser/s have taken full and free inspection thereof and in particular of the following:

    (a) Nature of Developers' right to develop the Said Property along with other relevant documents.

(b) The plans and specifications submitted to the Slum Rehabilitation Authority, for sanction, Permission to develop and Commencement Certificate issued.

(c) Nature and particulars of fixtures, fittings and amenities to be provided in the Sale Building No. 3 to be constructed on the Said Property.

(d) All particulars of design and materials to be used in construction of the Sale Building No. 3 in the Said property.

(e) The various amounts that are to be paid inter alia towards the Revenue Assessment, Municipal and other taxes and water and electricity charges including water and electricity deposits to be made.

12. **LOANS BY THE PURCHASER AGAINST THE SAID PREMISES**

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

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

(iii) The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining prior written permission of the Developers and/or the relevant banks/financial institutions which have advanced the Loan. The Developers shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Developers shall not be liable or responsible for the same in any manner whatsoever.

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

13. **CAR PARKING**

At the request of the Purchaser, the Developers hereby permits the Purchaser to use the Car Parking Spaces**(Car parking number shall be allotted after handover of the possession of the said premises)**. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

14. **CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB**

CAM Charges and Maintenance Related Amounts

(i) The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and are payable as the BCAM Charges (collectively, the **CAM Charges**) as set out at **Annexure ' I '** (*Unit and Project Details*). The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.

(ii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.

(iii) The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum).

(iv) The Purchaser undertakes to make payment of the estimated BCAM charges from the CAM Commencement Date on or before the Date of Offer of Possession.

(v) Where units in the Building remain unsold after the expiry of 6 months from the date of the OC, the CAM Charges payable in respect of such units after the expiry of the aforementioned months period shall be borne and paid by the Developers to the Ultimate Organization.

(vi) All Maintenance Related Amounts stated in **Annexure ' I '** (*Unit and Project Details*) are compulsorily payable by the Purchaser in the future upon demand being raised by the Developers/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Developers/Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment.

Club and Other Key Common Areas

(vii) The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 'I'**__ (*Unit and Project Details*). For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the Ultimate Organization from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the Ultimate Organization and payment of guest charges, if any as determined by the Ultimate Organization. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the Ultimate Organization from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

(viii) The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the Ultimate Organization. It is, however, clarified that the Developers/Ultimate Organization shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

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

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

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

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

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

15. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES:**

(i) Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy/ charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser.

(ii) The Purchaser undertakes to make payment of the estimated Property Tax simultaneously with the CAM Charges becoming payable as per the terms stated herein.

(iii) In the event of a shortfall between the amount deposited with the Developers by the purchasers towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Developers shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Developers within 15 (fifteen) days of receipt of intimation from the Developers, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Developers shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

(iv) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation to the purchasers.

(v) In the event the Ultimate Organisation has been formed but there is/are units in the Building that are not sold by the Developers, till such time that such unsold unit/s is/are sold/leased, the Property Tax for such unsold units shall be payable by the Developers as charged by the competent Authorities.

(vi) The Purchaser undertakes to pay to the Developers, on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession as specified at Annexure I (Unit and Project Details). The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Developers.

16. **BUILDING PROTECTION DEPOSIT**

(i) The Purchaser shall, on or before the Date of Offer of Possession, pay to the Developers, the Building Protection Deposit set out in Annexure I (Unit and Project Details) hereto.

(ii) The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out/ interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Developers.

(iii) The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Developers about completion of all fit-out or interior works in the Unit. On receiving this notification, the Developers representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

(iv) In the event any violations are observed by the Developers' representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Developers shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

(v) The Developers /Ultimate Organization shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Developers to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Developers /Ultimate Organization shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation.

17. **TIME IS ESSENCE:**

17.1 Time is essence for the Developers as well as the Purchaser. The Developers shall abide by the time schedule for completing the said Sale Building No. 3 and handing over the said Premises to the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided in clause 4 herein above.

17.2 Time being essence of this Agreement for Sales, the Purchaser shall require to make timely payments of the installments and other dues payable and meeting the other obligations as mentioned herein above as per clause 4,5 and 6 within 15days of its intimation to the Purchaser. If the purchaser fail/s or neglect/s to make the timely payment of all/ or any of the installments of the Consideration, Costs and Charges the purchaser shall be liable to pay simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum as provided under the Said Act.

17.3 Without prejudice of the Developer right to charge interest in terms of Para no. 17.2 above, if the purchaser fail or default in making payments of sums mentioned herein above as per Para 4 and 5 on their respective due dates (including your proportionate share of taxes levied by the concerned local authority and other outgoings), The Developer shall send the purchaser a reminder of 15 days ("Reminder Notice") calling upon the purchaser to make payments of the aforesaid defaulted amounts within the period prescribed therein. Provided further, if the purchaser fail or neglect to make payment of the defaulted sums as aforesaid within the notice period in terms of the Reminder Notices, the Developer reserve the right to adopt appropriate remedies against the purchaser including but not limited to termination of this Agreement for sales after issuing to the purchaser a "Termination

Notice" in writing in that behalf and on termination all consequences of the termination as per Para no. 21 shall ensue.

17.4 Without prejudice of The Developer right to Termination as set out herein below as per Para no. 21, In the Developer's sole and absolute discretion, The Developer may (without being obliged or being bound to do so), instead of terminating this arrangement as aforesaid, permit the purchaser to pay the said installments after their respective due dates but after charging interest as mentioned herein above as per Para No. 17.2 on such outstanding amounts (from the date such amount/s has/have become due to be paid by the purchaser till the date of actual payment thereof).

18. **POSSESSION:-**

18.1 The Developers shall Endeavour to complete the construction of the said Premises on or before 31st December 2023 with a further grace period of twelve months (i.e. latest by 31st December 2024 as permitted under RERA) (" "**Date of Offer of Possession**" or "**DOP**""). Provided always that the Developers shall be entitled to further extension of time for completion of the Sale Building No. 3, if the completion of the Sale Building No. 3 is delayed on account of:

(i) Non-availability of steel, cement, other building material, water or electric supply;
(ii) Terrorism, War, Civil Commotion or act of God;
(iii) Any notice, order, rule, regulation, notification or directive of the Government, SRA and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
(iv) Unavailability of labourers or workmen or change in the quantum of availability of labourers or workmen due to any political issues or adverse targeting of any class of labourers or workmen in Mumbai or in the vicinity of the said Property;
(v) Economic downturn;
(vi) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developers or its agents including strikes or agitation by the workers or labourers of the Developers or the Contractor or suppliers, unavailability of class of labourers of specific community due to any political pressure.
(vii) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
(viii) delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority.
(ix) any other reason beyond the control of the Developers.

18.2 Possession of the Said Premises shall be handed over to you after completion of the construction of the said Building and receipt of the occupation certificate in respect thereof from the concerned authorities.

18.3 Subject to Para no. 18.1 hereinabove, simultaneously against the handing over of the possession of the Said Premises by the Developer to the Purchaser, the Purchaser shall pay the Total Consideration along with the taxes if any payable to the Developer as mentioned in Para no. 4, 5 and 6 above within 15 days from the date of intimation by the Developer in writing.

19. If Developers fails or neglects to give possession of the said Premises as mentioned above then the Developers at the option of the Purchaser, shall be liable on written demand to refund to the Purchaser, the amounts already received by him in respect of the said Premises (excluding any taxes or statutory dues so paid) with interest @ State Bank of India highest Marginal Cost of Lending Rate+ 2 percent as specified in the RERA . It is expressly agreed that the refund of the amount and execution of the Cancellation Deed shall happen simultaneously.

20. **Event of Default:** Without prejudice to the right of the Developers to charge interest @ State Bank of India highest Marginal Cost of Lending Rate+ 2 percent, on the Purchasers committing default in payment on due date of any amount due and payable by the Purchasers to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Developers shall be entitled but not obliged to terminate this Agreement on the happening of any of the following events **("Events of Default")**:

i. If the Purchasers delays or commits default in making payment of any of the amounts and/or installments of any amount and/or part thereof payable under this Agreement or otherwise on the due-dates;

ii. If the Purchasers commits breach and/or fails to perform and observe any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, building approvals, NOC of the Lender / Security Trustee and other sanction, permission, Undertakings and Affidavits etc.;

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

iv. However in all such case as mentioned herein above a 15 days notice shall be issued to Purchasers to rectify the said breach, failing which the Developers shall be entitled to terminate the Agreement.

21. **TERMINATION:** Upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

(a) The Purchaser shall cease to have any right, title, interest, claim, demand etc. in the said Premises or any part thereof and/or against the Developers and the Developers shall be entitled to re-enter into the said Premises and/or to deal with and dispose off the said Premises at their sole discretion and as it deems fit;

(b) The Developers shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Developer may in their absolute discretion deem fit;

(c) The Developers shall refund to the Purchaser the amount till then paid by the Purchaser to the Developers without any interest towards purchase price after deducting therefrom, save and except 5% of the Purchase Price of the Said Flat (which will stand forfeited by the Developers as liquidated damages):

(d) Deduct GST and/or any other indirect taxes / amount due and payable by the Purchaser/s to the Developers in respect of the said Premises upto the date of termination of this Agreement;

(e) The taxes and outgoings including brokerage, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;

(f) The amount of interest payable by the Purchaser/s to the Developers in terms of this Agreement from the dates of default in payment till the date of termination of this Agreement;

(g) In the event of the said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit.

(h) All the aforesaid rights and/or remedies of the Developers herein are cumulative and without prejudice to one another.

(i) Any delay condoned or indulgence granted by the Developers shall not amount to waiver by the Developers of its rights and there shall be no deemed waiver of any right of the Developers until and unless such waiver is expressly made in a writing executed by the Developers and delivered to the Purchaser. Such waiver, if any, shall pertain only to the particular breach or default that is expressly waived and to no other breach or default;

(j)

22. **CANCELLATION POLICY:**

22.1 The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the Clause 18 and even after extension of the date of possession due to the events as stated in the Clause 18, if the Developer is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and only in such an event, the Purchaser/s shall at its own discretion be entitled either:
(i) To continue with the arrangement as recorded under this Agreement and receive a interest as a compensation from the Developer from the extended date of delivery of possession (excluding the extension due to any of the factors set out in Clause 18 hereof) till the date of offer of possession by the Developer to the Purchaser/s and to be calculated on

a monthly basis at the simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum as specified under RERA on the amount of Purchase Price which is paid by the Purchaser/s to the Developer till then (excluding the amount of taxes paid if any) and received by the Developer; or in the alternative (ii) entitled to give notice to the Developer, thereby terminating this Agreement, wherein, the Developer shall refund to the Purchaser/s the amount of Purchase Price (excluding any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Allotee/s) paid by the Purchaser/s till then, that may have been received by the Developer from the Purchaser/s together with interest at the simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum from the agreed date of possession (i.e. possession date agreed earlier, with taking in to account any extensions on account of extension due to reason enumerated as per clause 18) by the Developer, on such amounts of Purchase Price received from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay any other additional amount/s to the Purchaser/s, in the event of such termination.

22.2 It is further clarified that in the event if the provisions of this Clause 22.1 are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall not be entitled subsequently to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

22.3 The refund to be made to the Purchaser/s pursuant to Clause 22.1 shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause 22.1 hereof. In case of termination by the Purchaser/s as provided in Clause 22.1 hereof upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at such consideration/purchase price and upon such terms and conditions as the Developer may deem fit and proper, in their sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause 22.1, in the event if the Developer finds a willing/prospective buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new Allotee/s acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

22.4 In case if the cancellation is on account of the Purchaser/s failure or negligence to make the timely payment of all/ or any of the installments of the Consideration, Costs and Charges as set out in Para 4, 5 and 6 herein above or cancellation on account of the Purchaser/s own will and desire, General terms & conditions may apply and , in such case of cancellation, including the amount paid but not limited to the following: a) Earnest Money so paid or minimum of 5% of Agreement Value whichever is higher, shall be deducted as cancellation charges b). The amount expensed in order to obtain the booking of the flat mentioned hereinabove shall be deducted as cancellation charges and The balance amount received from the Purchaser/s, after deducting cancellation charges, taxes and government statutory dues; will be refunded to the Purchaser/s as per the timeline prescribed as per RERA without any interest. If Cancellation happen after execution and registration of the sales agreement it will be govern as per the terms of the sales agreement and as per RERA provisions.

22.5 For any reason whatsoever, if cancellation is on account of, the Developers decision of not to go ahead with this Project, then such decision of The Developer's shall be final and binding and cannot be put in question. In such a situation, The Developer will refund the amount paid by the Purchaser/s within three months or such other extended time along with interest if any as per RERA from the date of the project not being executed.

23. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.

24. The fixtures, fittings and amenities to be provided by the Developers in the Sale Building No. 3 and the said Premises are those that are set out in the Annexure 'M' hereunder written.

25. The Developers hereby declare that the Floor Space Index available in respect of the Said Property at present is 4.05 FSI (including Fungible FSI) and that no part of the said floor space index has been utilized by the Developers elsewhere for any purpose whatsoever. In case while developing the said plot the Developers, required to utilized any floor space index of any other land or property by way of T.D.R, floating floor space index, then the Developer is free to do so in order to timely completion of the project. The residual F.S.I. in the plot or the layout not consumed will be available to the Developers as per Acts and in accordance with the Slum Rehabilitation Act (as applicable). It is further agreed that, all any future FSI (including TDR) which shall be available on the plot, will be only available to the Developer for the purpose of development or sale of such FSI to any other party.

26. The Developers may complete the Sale Building No. 3 or any part or portion thereof or floor or building and obtain part occupation certificate thereof and give possession of premises therein to the acquirers of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby gives his/her/their specific consent to the same. If the Purchaser/s takes possession of any premises in such part completed portion or floor or otherwise the Developers and/or their Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Premises is situated and if any inconvenience is caused to the Flat Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/their or any other persons/s.

27. The Purchaser shall take possession of the said Premises upon the said Premises being ready for use and occupation against payment of the balance consideration amount and other amounts payable under this Agreement within 7 days of the Developers giving written notice to the Purchaser intimating that the said Premises is ready for use and occupation and in the event that the Purchaser fails to take possession, even then he shall be liable to pay maintenance charges and other charges/ taxes as applicable in respect of the said Premises.

28. If within a period of 5 years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Developers any material and major structural defect in the said Premises then, wherever possible such defects shall be rectified by the Developers at its own cost. Provided, no material alterations or modifications have been carried out by the Purchaser in the original design of the structure provided by the Developer without specific permission for the same being obtained from the Developers.

29. **Usage of the said Premises:** The Purchaser shall use the said Premises or any part thereof or permit the same to be used for the purpose of residence or any other lawful purpose and shall use the Car Parking space (if any) allotted to him only for the purpose of keeping or parking the Purchaser's own vehicle and not for any other purpose.

30. **Formation of Society / AOP / Company/Condominium:**

A. The Purchaser shall, as and when called upon by the Developer join in and form an Association of Persons / Society / Company / Condominium ("**AOP**" or "Common Organization"), along with various other purchasers/ prospective or otherwise purchasers in the said Sale Building No. 3 for the administrative convenience of the said Sale Building No. 3 and Common Areas only, which shall be governed by the terms and conditions more particularly mentioned in the Agreement creating the Common Organization. The Purchaser shall ratify and agree to abide by all the terms of the agreement forming the Common Organisation. The following broad terms shall govern the formation and functioning of the Common Organisation:

a. Common Organisation will be formed within the period and as per provisions of the Said Acts.
b. Common Organisation will be governed by a managing committee to be formed from amongst its members and which committee shall take all day to day decisions in relation to the functioning and governance of the Common Organisation.

c. After the formation of the said Common Organisation, the Common Organisation shall collect the maintenance charges and/ or CAM charges from the individual flat/ premises/ unit holders and shall be liable to discharge the outgoings and maintenance charges and/ or CAM charges in respect of the said Sale Building No. 3.

d. The rights of Common Organisation shall be limited and restricted to the Said Sale Building No. 3 and the Common Areas only and shall have no other rights whatsoever in respect to the Said Property.

B. All costs, charges and expenses incurred in connection with the formation of the Common Organisation and executing the necessary Deed of Conveyance in favour of the Common Organisation which shall be in accordance with the terms and provisions of this Agreement as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Developers and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Developer for preparing and approving all such documents shall be borne and paid by the Purchaser alongwith other purchasers in the Sale Building No. 3 and the Common Organisation as aforesaid and/or proportionately by all the purchasers / prospective purchasers or otherwise of the premises in the said Sale Building No. 3. The Developers shall not be liable to contribute anything towards such expenses.

31. The Purchaser further agrees and accepts that from the date of the said Premises being ready for possession, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in the proportion to the floor area of the accommodation) of all outgoings in respect of the Said Property and buildings viz. local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges and/ or CAM charges with penalty if any in respect of common amenities.

32. Commencing a week after notice in writing is given by the Developers to the Purchaser that the said Premises is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) of outgoings in respect of the Said Property and Sale Building No. 3 namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Property and Sale Building No. 3 . Until the Common Organisation is formed and the land underneath the Said Building No. 3/ FSI used in the Sale Building No. 3 and Sale Building No. 3 transferred to it, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Developers provisional monthly contributions per month towards the said outgoings which will be intimated to the purchaser by the Developer.. The Purchaser shall be liable to pay electricity bill of individual meters separately.. As soon as possible the Developers shall form an ad hoc Committee of the Purchasers . The said ad hoc committee thereafter shall be responsible for looking after the said plot and operate the bank account till the formation of a Common Organisation, as the case may be. Thereafter, it is for the selected body of managing committee of the Common Organisation to decide about the quantum of monthly contributions towards maintenance charges and/ or CAM charges etc.

33. The Purchaser shall on or before delivery of possession of the said Premises also keep deposited with the Developers the following amounts:—

i)	Rs.	30,000/-	for legal charges;
ii)	Rs.	1,000/-	for share money, application entrance fee of the Society or Limited Company; and
iii)	Rs.	15,000/-	for formation and registration of the Society or Limited Company.
iv)	Rs.	30,000/-	Towards permanent deposit for IOA, and layout, Electric Meter Deposit, Gas, Water Deposits paid to the various authorities.

v)	Rs. 50,000/-	Towards Development Charges payable to the SRA.
vi)	Rs. 49,000/-	Being the Amount paid towards the B.M.C. taxes and LUCTax .
vii)	Rs. 73,000/-	Advance maintenance Charges for 12 Months @ Rs.__ per square feet carpet p.m.
viii)	Rs. 4,00,000/-	Club Membership one time
	Rs.6,48,000/-	**Total**
	Note:	GST @ 18% on Legal charges, Formation expenses, Adv. maintenance, Club charges,shall be payable by the Purchaser over and above the aforesaid charges.

34. The Developers shall utilize the said amount mentioned in Clause 33 above paid by the Purchaser to the Developers for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developers in connection with formation of the said Common Organisation, or as the case may be, Common Organisation, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Deed of Conveyance in favour of the said Common Organisation.

35. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Common Organisation or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

36. **RIGHTS AND ENTITLEMENTS OF THE DEVELOPERS:**

a) That the name of the Sale Building No. 3 shall always be known as **"SSG SPRINGVILLE"** and this name shall not be changed without the written permission of the Developers;

b) In the event of the said Common Organisation being formed before sale/ transfer and disposal by the Developers of all the other premises, the Developers shall have absolute authority and control as regards the unallotted / unsold flats, premises and disposal thereof **PROVIDED ALWAYS** that the Purchaser hereby agrees and confirms that in the Common Organisation all such purchasers /prospective purchasers or otherwise of premises shall be admitted to such AOP / Common Organisation (without any costs / charges to be paid to the AOP / Common Organisation) on being called upon by the Developers and such purchasers /prospective purchasers or otherwise shall not be discriminated or treated prejudicially by such Common Organization.

c) The Developers shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Common Organisation for the sale/allotment/ transfer of the unsold premises etc. in the Sale Building No. 3.

d) It is clarified that the Developers shall execute a Deed of Conveyance in favour of the Common Organization in respect of the structure of the Sale Building No. 3 along with the FSI consumed in the Sale Building No. 3 within the time period as per provision of the Acts, **subject to the right of the Developers** (i) to dispose of unsold premises, if any and receive the entire consideration amount and outstanding dues from the purchasers: and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Said Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/ or ongoing development or otherwise.

e) It is further agreed that the Developers shall have full right, absolute authority, and unfettered discretion to use, put up and display hoarding / advertisements thereon, or put up on any overhead water tank/s thereon to store and supply water to the occupants of the Sale Building No. 3. The Developers shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the

Purchaser/s or the said Common Organization, and neitherthe Purchaser/s nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Developers shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Developers deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees.

37. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**
The Developers hereby represents and warrants to the Purchaser as follows:

a) Subject to what is stated in the title report, annexed to this Agreement, the Developer has clear and marketable title with respect to the said Property/ Sale Building No. 3 and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Sale Building No. 3;

b) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Sale Building No. 3 and shall obtain requisite approvals from time to time to complete the development of the said Sale Building No. 3;

c) There are no encumbrances upon the said Property or the said Sale Building No. 3 except those disclose in the title report and this Agreement;

d) There are no litigations pending before any Court of law with respect to the said Property except those disclosed in the title report (if any);

e) All approvals, licenses and permits issued by the competent authorities with respect to the said Sale Building No. 3 are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Sale Building No. 3 shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Sale Building No. 3 and common areas;

f) The Developers has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Developers created herein, may prejudicially be affected;

g) The Developers has not entered into any Agreement for Sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Sale Building No. 3 and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

h) The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

i) At the time of execution of the Conveyance Deed of the Sale Building No. 3 to the Common Organisation, the Developers shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Structure to the Common Organisation;

j) The Developers has duly paid undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Sale Building No. 3 to the competent Authorities;

k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Developers in respect of the Said Property except those disclosed in the title report (if any).

38. The Purchaser himself with intention to bind himself and all persons into whomsoever hands the said Premises come and his/hr/theirs successors-in-title doth hereby covenant with Developers as follows:—

(a) To maintain the said Premises at purchaser's cost in good and tenantable repair and condition from the date of possession of the said Premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said Premises is situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in said Premises and/ or to the Sale Building No. 3 in which the said Premises is situated.

(b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the Sale Building No. 3 in which the said Premises is situated including entrances of the Sale Building No. 3 and in case of any damage caused to the Sale Building No. 3 on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever.

(c) To carry out at his/her/their own cost, all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Developers to the Purchaser and in tenantable repair and shall not do or allow or suffer to be done anything in the said Premises or to the Sale Building No. 3 in which the said Premises are situate, or carry out the repairs and changes in the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the said Premises above or below the said Premises. In the event of the purchaser committing any act in contravention of the above provisions the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

(d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said Premises is situated and shall keep the said Premises, sewers, drains, pipes in the said Premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the said Premises is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the said Premises without prior written permission of the Developers and/or society or the limited company or the local authority as the case may be.

(e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Said Property and the Sale Building No. 3 in which the said Premises is situated.

(f) Pay to the Developers within 7 days of demand by the Developers, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the Sale Building No. 3 in which the said Premises is situated.

(g) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said Premises by the Purchaser or otherwise.

(h) it is agreed by Purchaser/s that in addition to above consideration the him/her/their will liable to pay central & state Government statutory dues or taxes whenever levied or enviable from time to time.

(i) The Purchaser shall not let, sublet, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or of the said Premises or part with possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Developers under this Agreement are fully paid up till such time that the OC is received and only if the Purchaser has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Purchaser has obtained specific permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers and not otherwise.

(j) Till the Deed of Conveyance of the plot/ land underneath the Sale Building No. 3/ FSI used in Sale Building No. 3 alongwith Sale Building No. 3 in which the said Premises is situated is executed, the Purchaser shall permit the Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

(k) The Purchaser shall observe and perform all the rules and regulations which Common Organisation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Sale Building No. 3 and the said Premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Common Organisation regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

(l) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the Sale Building No. 3.

(m) The Developers shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state;

(n) Not to in any manner hold the Developers responsible or liable for any loss or damage suffered by the Purchaser on account of destruction caused to or in the said Premises or to any property, articles, fittings brought by the Purchaser in the said Premises either by fire, accident, theft, act of god or otherwise or by any act of omission or commission on the part of the Purchaser, his/ her/ its servants and agents;

(o) To make good to the Developers any loss or damage that may be caused to the said Premises as a result of negligence on the part of the Purchaser, his/ her/ its servants, employees, agents, customers, visitors in connection with the business of the Purchaser or otherwise ;

(p) To indemnify the Developers against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or caused otherwise due to any act of commission or omission on the part of the Purchaser, its staff, employees, servants and agents or of any prevailing law or rules and regulations and bye-laws applicable to the said Premises or to the business being carried on by the Purchaser therein or due to any breach by the Purchaser of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser in complying/performing his/her/their obligations under this Agreement;

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

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

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

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

(u) The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Developers shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.

(v) The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Developers has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Developers and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement

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

the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Purchaser only.

40. The Developers shall provide water supply, sewerage and drainage systems, electricity supply transformer, solid waste management and disposal and sewers, drains, disposal of sewage and water, fire protection and fire safety requirements in the said Building.

41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, in law of the Said Property and building or any part of thereof. The Purchaser shall have no claim save and except in respect of the particular premises i.e., the Said Premises. The remaining portion of plot, property, other unsold flats/ car parking spaces, common areas, etc. shall be the property of the Developers until the whole of the said plot and or any part of plot/ land underneath the Sale Building No. 3/ FSI used in the Sale Building No. 3 alongwith the Sale Building No. 3 constructed thereon is transferred to the Commom Organisation as mentioned herein.

42. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of the Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver or acquiescence on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser and shall not in any manner prejudice the rights of the Developers.

43. In the event that the booking is done through a broker and/or agent then the Developers shall not be liable and/or responsible for any misrepresentation/misleading and/or false information provided by the broker/agent. Developers shall not be held liable for any internal arrangement arrived at on the basis such information provided by the broker/agent to the Purchaser/s .

44. If the Purchaser/s intends to visit the under construction building then it shall make a written request to the Developers for a site visit and the Developers shall within 7 (seven) working days from receipt of the request intimate the Purchaser/s the date and time for such visit. The Purchaser/s shall accordingly be entitled to site visit on the date and the time as intimated by the Developers accompanied by site staff of the Developers and the Purchaser/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Purchaser/s hereby undertakes not to hold the Developers responsible for any loss or damage or harm incurred or suffered by the Purchaser/s or any person accompanying the Purchaser/s, due to negligence or wrongful acts or otherwise, during the site visit.

45. **<u>ENTIRE AGREEMENT</u>**
This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

46. **<u>RIGHT TO AMEND</u>**
This Agreement shall always be subject to the provisions contained in the Acts or any other provisions of law applicable thereto and in case of any clause herein, being contrary to the Acts, the same shall be deemed to be modified as per the Acts. The Parties hereto agree that this Agreement may only be amended through written consent of the Parties.

47. **<u>PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT TRANSFREE/ PURCHASER:</u>**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Premises shall equally be applicable to and enforceable against any subsequent transferee/ purchaser of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

No transfer or assignment of the unit will be allowed till 2 year (lock in period) from the date of booking or allotment of the unit. In case the transfer is allowed by the Developer before the lock in period, which is to The Developer sole discretion, the Purchaser will be only be eligible for credit of the amount so paid the purchaser. The first transfer is allowed without any transfer fees; for any subsequent transfer the transferee or a subsequent transferee shall be liable to make the payment of transfer fee as fixed by the Developer as per the policy.

48. **SEVERABILITY**

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

49. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser(s) in the said Sale Building No. 3, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises in the said Sale Building No. 3.

50. **REGISTRATION:** It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developers the serial number under which the Agreement is lodged so as to enable the representative of the Developers to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

51. The Purchaser hereby nominates Mr. ________________________ having his/her/their address at ____ ____ who is _____________ of the Purchaser as his / her / their nominee in respect of the said Premises. On the death of Purchaser, the said ____________________ ("**the said Nominee**") shall assume all the obligations of the Purchaser under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developers shall only recognize the said Nominee or the nominee substituted by the Purchaser (only if such substitution has been intimated to the Developers in writing) and deal with him or her in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Developers shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Developers may deem fit, from such Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Owners/Developers as may be necessary and required by the Developers.

52. That all notices to be served on the Purchaser and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developers by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

a) Name of Purchaser
(Purchaser's Address)
Notified Email ID:___________

b) M/S ITMC DEVELOPERS PRIVATE LIMITED
(Developers Address)
Notified Email ID: ____________

It shall be the duty of the Purchaser and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Purchaser, as the case may be.

53. **STAMP DUTY AND REGISTRATION**: - All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement and GST tax (if applicable) etc. shall be borne and paid by the Purchaser. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser. Any consequence of failure to register this Agreement within the time required shall be on account of the Purchaser.

54. The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the Said Property and the said Premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.

55. This Agreement shall always be subject to the provisions of Maharashtra Ownership Flat Act (Mah. Act No. XV of 1971) and the rules made thereunder and The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

56. **DISPUTE RESOLUTION**: - If any dispute and/or difference arises between the Parties hereto during the subsistence of this Agreement or any renewals of the same or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, the Parties hereto shall endeavour to settle such dispute amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

57. **GOVERNING LAW:-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai shall have the jurisdiction to entertain and try and dispute between the Parties connecting to this Agreement and/ or the said Premises.

58. **INDEMNITY:**

The purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and The purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by The purchaser/s being untrue and/or source of the purchase price is found illegal or illegitimate and/or as a result of the Developer entering in to this agreement and/or any other present/future writings with The purchaser/s and/or arising there from. The Developer shall indemnify and keep indemnified to The purchaser/s against all losses, actions, demands, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by The purchaser/s by virtue of non-performance of any condition, stipulations laid down by the authority under any permission, sanctions or approval granted to the Developer.

59. **CONFIDENTIALITY:**

(i) The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**Confidential Information**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.

(ii) Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

(iii) Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or

b. such disclosure is required in connection with any litigation; or

c. such information has entered the public domain other than by a breach of the Agreement.

THE SCHEDULE - ONE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground admeasuring 12,140.46 Sq.Mts, or thereabout bearing Survey No. 112-A(Part), Old CTS No.4 (Part) and New CTS No. ________ being part of larger property situate at Village Hariali, Taluka- Kurla, Greater Bombay, and assessed by the Bombay Municipal Corporation, S. Ward, and bounded as follows:

On or towards East : By 50'Wide D.P. Road
On or towards South : By CTS No. 4(pt), Survey No.112-A(pt) belonging To the Vendors.
On or towards West : By CTS No. 4(pt)and Survey No.112-A(pt) belonging To the Vendors.
On or towards North : Partly by CTS no.4(pt) Survey No.112-A(pt) and partly By Adi Shankaracharya Marg;

THE SCHEDULE - TWO ABOVE REFERRED TO

All THAT piece or parcel of land admeasuring 5582 sq. mtrs. or thereabouts bearing Survey no.112A(pt) and Old CTS No.4(pt) & 5(Pt), New CTS No. _____ situate lying and being at village Hariyali, Vikhroli known as Chandan Nagar , together with structures thereon along with various chawls/hutments, occupied by various tenants in the Registration District and Sub District of Mumbai City and Mumbai Suburban and bounded as follows :-

On or towards East : By International Trading and Manufacturing Company CTS No. 4(pt) & 5(pt)
On or towards West : By Narendra Store Company CTS No. 4(pt),
On or towards South : By Seema Stone Company belonging to Shakuntala Devi CTS No. 4(pt).
On or towards North : By Adishankaracharya Marg

THE SCHEDULE - THREE ABOVE REFERRED TO

Flat No.____ on ____ floor admeasuring ________ Sq. Ft. carpet area as per RERA, i.e. ________ sq. ft. carpet area as per MOFA in the Sale Building No. 3 to be known as **"SSG SPRINGVILLE"** on the Free Sale Portion more particularly described in the Schedule One hereinabove written.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

SIGNED AND DELIVERED by the)
the withinnamed **"DEVELOPERS"**)
M/S ITMC DEVELOPERS PRIVATE LIMITED ,)
)
)
In the presence of ___________________)

SIGNED AND DELIVERED BY THE)
WITHINNAMED PURCHASASER)
____________________________)
)
____________________________)
)
in the presence of ___________________)

Annexure I

(Unit and Project Details)

(I) **CUSTOMER ID** :

(II) **Correspondence Address of Purchaser:**

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

(IV) **Unit/ said Premises Details:**

(i) Development/Project :

(ii) Building Name :

(iii) Wing :

(iv) Unit No. :

(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area		
EBVT Area		
Net Area (Carpet Area +EBVT Area)		

(V) **Consideration Value (CV):** Rs. ____________/- (Rupees ____Only)

(VI) **Reimbursements: As per the clause 33 herein above**

(VII) **Building Protection Deposit:** Undated cheque of Rs. 1,00,000/- (Rupees One Lakh Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(X) **Date of Offer of Possession**:
31st December 2023, subject to additional grace period of 12(Twelve) months and any extension as may be applicable on account of the provisions RERA.

(XI) **Project Details**:

1) Project Name: SSG Springville

2) RERA Registration Number: P51900017166

RECEIPT

RECEIVED of and from the Purchaser/s above-named the Sum of **Rs.____________/- (Rupees** _____________________________________ **Only)** being the earnest money or deposit paid by the said Purchaser/s to the Developers.

Date	Cheque No.	Bank Name	Amount
		TOTAL	

WE SAY RECEIVED,

For **M/S ITMC DEVELOPERS PRIVATE LIMITED**

MR. ___________
(Director)

DRAFT

****
***
DATED THIS __ DAY OF __________, 20___
****
***

BETWEEN

M/S ITMC DEVELOPERS PRIVATE LIMITED
.... DEVELOPERS

AND

____
____
.... PURCHASER/S.

AGREEMENT FOR SALE

OF

FLAT NO._____ ON ____ FLOOR IN
"SSG SPRINGVILLE" AT VILLAGE HARIYALI,
TALUKA KURLA MUMBAI

DRAFT