

AGREEMENT FOR SALE

THIS AGREEMENT ("**AGREEMENT**") made at Mumbai this.....day of..... in the year
....., between:

M/S. DHAVAL DEVELOPERS, an Association Of Persons formed on 21st August, 1998, having PAN NO. [·] and having its registered office at 403, Centre Point Premises Co-Op. Soc. Ltd., Junction of S. V. Road and Juhu Tara Road, Santacruz (W), Mumbai – 400 054, through the hands of their Member Mr. Sanjay K. Parekh hereinafter referred to as the "**OWNER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part**;

AND

(1) MR. _____ (PAN _____), aged ____ years, an adult Indian Inhabitant, residing at _____ &

(2) MRS. _____ (PAN _____), aged ____ years, an adult Indian Inhabitant, residing at _____;

herein after referred to as the "**PURCHASER(S)**", (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **OTHER PART**.

*The Owner/Developer and the Purchaser(s) are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".*

WHEREAS:

- A. I) One Mr. Balkrishna Balu Bhandari was the Owner of plot of land bearing Survey No. 36, Hissa No. 30A corresponding C.T.S. No. 5 of village Charkop admeasuring area 4068 sq. mtrs., more particularly described therein ("**Property 1**"). The said Mr. Balkrishna Balu Bhandari died on April 20, 1978 who was not married during his life time and who died intestate leaving behind him his brothers (1) Mr. Motiram Balu Bhandari (2) Mr. Parshuram Balu Bhandari (3) Mr. Trimbak Balu Bhandari and (4) Mr. Tukaram Balu Bhandari.
- II) The said Mr. Motiram Balu Bhandari died intestate on 24th September 1980 leaving behind him (1) Mrs. Revabai Motiram Bhandari (2) Mrs. Jayshree Dilip Bhandari (Widow of Dilip Motiram Bhandari) and her two minor children (a) Master Dhanesh alias Ritik Dilip Bhandari and (b) Miss. Nikita Dilip Bhandari (3) Mrs. Laxmi Dinesh Bhandari (4) Mr. Ashok Motiram Bhandari (5) Mr. Sandeep Motiram Bhandari as his legal heirs.
- III) The said Mr. Parshuram Balu Bhandari died intestate on 9th December 1992 leaving behind him (1) Late Mrs. Ramibai Parshuram Bhandari who died on September 5, 1998 (2) Mr. Pramod Parshuram Bhandari alias Keni (3) Mr. Ravindra Parshuram Bhandari (4) Mrs. Kumudini alias Rai Harichandra Chaudhari (5) Mrs. Manda Ramesh Pakdhare as his legal heirs;
- IV) The said Mr. Trimbak Balu Bhandari died intestate on August 26, 1978 leaving behind him (1) Late Mrs. Babybai Trimbak Bhandari who died on August 21, 2004 (2) Mrs. Pramila Vishwasanth Vaity (3) Mr. Vijay Trimbak Bhandari and (4) Mrs. Sarika alias Deepika Chandrakant Vaity as his legal heirs;
- V) The said Mr. Tukaram Balu Bhandari died intestate on July 17, 2003 leaving behind him (1) Late Mrs. Jatrubai Tukaram Bhandari who died on January 28, 1996 (2) Mrs. Surekha Ganpat Mastan (3) Mrs. Nirmala Bhagwan Keni (4) Mrs. Bharti Ravi Patil alias Ravindra Bhandari (5) Mrs. Ujjwala Ramesh Koli alias Dhanvati T. Bhandari (6) Mr. Milan Tukaram Bhandari (7) Mr. Amol Tukaram Bhandari and (8) Miss Vaishali alias Varsha Tukaram Bhandari as his legal heirs.
- VI) All the aforesaid legal heirs of (1) Late Motiram Balu Bhandari (2) Late Parshuram Balu Bhandari (3) Late Trimbak Balu Bhandari and (4) Late Tukaram Balu Bhandari by a Deed of Conveyance dated July 15, 2008 is registered with the Office of the Joint Sub-Registrar of Assurances, Borivali-6 on 24th July 2008 at Serial No. BDR-12/05933/2008 sold and conveyed the said plot of land bearing Survey No. 36, Hissa No. 30A corresponding C.T.S. No. 5 of Village Charkop admeasuring area 4068 sq. mtrs. more particularly described in the First Schedule hereunder written to the Owner/Developers herein;
- B. I) One Mr. Motiram Balu Bhandari was the owner of Plot of Land bearing Survey No. 36, Hissa No. 30/B corresponding C.T.S. No. 8 of Village Charkop admeasuring 2166 sq. mtrs., or thereabouts and more particularly described therein ("**Property 2**"). The said Mr. Motiram Balu Bhandari died intestate on September 24, 1980 leaving behind him (1) Mrs. Revabai Motiram Bhandari (2) Mrs. Jayshree Dilip Bhandari (Widow of Dilip Motiram Bhandari) and her two minor children (a) Master Dhanesh alias Ritik Dilip Bhandari and (b)

Miss. Nikita Dilip Bhandari (3) Mrs. Laxmi Dinesh Bhandari (4) Mr. Ashok Motiram Bhandari (5) Mr. Sandeep Motiram Bhandari as his legal heirs;

- II) The said (1) Mrs. Revabai Motiram Bhandari (2) Mrs. Jayshree Dilip Bhandari (Widow of Dilip Motiram Bhandari and her two minor children (a) Master Dhanesh alias Ritik Dilip Bhandari and (b) Miss. Nikita Dilip Bhandari (3) Mrs. Laxmi Dinesh Bhandari (4) Mrs. Ashok Motiram Bhandari (5) Mr. Sandeep Motiram Bhandari the heirs and legal representatives have by a Deed of Conveyance dated 15th July, 2008 is registered with the Office of the Joint Sub-Registrar of Assurances, Borivali-6 on July 24, 2008 at Serial No. BDR-12/05935/2008 sold and conveyed the said Plot of Land bearing Survey No. 36, Hissa No. 30/B corresponding C.T.S. No. 8 of Village Charkop admeasuring 2166 sq. mtrs., or thereabouts and more particularly described therein to the Owner/Developers herein;
- C. I) One Mr. Parshuram Balu Bhandari was the owner of Plot of Land Bearing Survey No. 36, Hissa No. 30/C corresponding C.T.S. No. 17 of Village Charkop admeasuring 951.70 sq. mtrs., or thereabouts and more particularly described therein ("**Property 3**"). The said Mr. Parshuram Balu Bhandari died intestate on 9th December 1992 leaving behind him (1) Late Mrs. Ramibai Parshuram Bhandari who died on 5th September 1998 (2) Mr. Pramod Parshuram Keni alias Bhandari (3) Mr. Ravindra Parshuram Bhandari (4) Mrs. Kumudini alias Rai Harichandra Chaudhari (5) Mrs. Manda Ramesh Pakdhare as his legal heirs;
- II) The said (1) Mr. Pramod Parshuram Keni alias Bhandari (2) Mr. Ravindra Parshuram Bhandari (3) Mrs. Kumudini alias Rai Harichandra Chaudhari (4) Mrs. Manda Ramesh Pakdhare the heirs and legal representatives have by a Deed of Conveyance dated July 15, 2008 is registered with the Office of the Joint Sub-Registrar of Assurances, Borivali-6 on July 24, 2008 at Serial No. BDR-12/05929/2008 sold and conveyed the said Plot of Land bearing Survey No. 36, Hissa No. 30/C corresponding C.T.S. No. 17 of Village Charkop admeasuring 951.70 sq. mtrs., or thereabouts and more particularly described therein to the Owner/Developers herein.
- D. I) One Mr. Tukaram Balu Bhandari was the owner of Plot of Land bearing Survey No. 36, Hissa No. 30/D corresponding C.T.S. No. 18 of Village Charkop admeasuring 1017.7 sq. mtrs., or thereabouts and more particularly described therein ("**Property 4**").
- II) The said Mr. Tukaram Balu Bhandari died intestate on July 17, 2003 leaving behind him (1) Late Mrs. Jatrubai Tukaram Bhandari who died on January 28, 1996 (2) Mrs. Surekha Ganpat Mastan (3) Mrs. Nirmala Bhagwan Keni (4) Mrs. Bharti Ravi Patil alias Ravindra Bhandari (5) Mrs. Ujjwala Ramesh Koli alias Dhanvati T. Bhandari (6) Mr. Milan Tukaram Bhandari (7) Mr. Amol Tukaram Bhandari and (8) Miss Vaishali alias Varsha Tukaram Bhandari as his legal heirs.
- III) The said (1) Mrs. Surekha Ganpat Mastan (2) Mrs. Nirmala Bhagwan Keni (3) Mrs. Bharti Ravindra Bhandari (4) Mrs. Ujjwala Ramesh Koli alias Dhanvati T. Bhandari (5) Mr. Milan Tukaram Bhandari (6) Mr. Amol Tukaram Bhandari and (7) Miss Vaishali alias Varsha Tukaram Bhandari the heirs and legal representatives of Late Mr. Tukaram Balu Bhandari have by a Deed of Conveyance dated July 15, 2008 is registered with the Office of the Joint

Sub-Registrar of Assurances, Borivali-6 on July 24, 2008 at Serial No. BDR-12/05931/2008 sold and conveyed the said Plot of Land bearing Survey No. 36, Hissa No. 30/D corresponding C.T.S. No. 18 of Village Charkop admeasuring 1,017.7 sq. mtrs. or thereabouts and more particularly described therein to the Owner/Developers herein.

- E. I) One Mr. Balu Dharman Bhandari was the owner of Plot of land situate lying and being at Village Charkop, Taluka Borivali in the Registration District of Mumbai and Mumbai Suburban District bearing Survey No. 36, Hissa No. 30, Corresponding C.T.S. Nos. 6, 7, 12, 13, 26, 27 and 134 of Village Charkop admeasuring 6293.62 sq. mtrs., approx. or thereabouts more particularly described in **Fifth Schedule** hereunder written ("**Property 5**");
- II) By a Mutation Entry No. 184 certified on March 10, 1958 and as per the record of rights (1) Mr. Balu Dharman Bhandari (2) Mr. Sowar Gondhya Bhandari and (3) Mr. Keshav Manek Bhandari are shown as owners each having 1/3rd share in the said property;
- III) The said Mr. Balu Dharman Bhandari died intestate leaving behind him (1) Mr. Balkrishna Balu Bhandari (2) Mr. Motiram Balu Bhandari (3) Mr. Parshuram Balu Bhandari (4) Mr. Tukaram Balu Bhandari and (5) Mr. Trimbak Balu Bhandari as his legal heirs. The said Motiram Balu Bhandari died intestate leaving behind him (1) Mrs. Revabai Motiram Bhandari (2) Mrs. Jayshree Dilip Bhandari (Widow of Dilip Motiram Bhandari and her two minor children (a) Master Dhanesh alias Ritik Dilip Bhandari and (b) Miss. Nikita Dilip Bhandari (3) Mrs. Laxmi Dinesh Bhandari (4) Mrs. Ashok Motiram Bhandari (5) Mr. Sandeep Motiram Bhandari (6) Mrs. Pramila Vishwanath Vaity (7) Mr. Vijay Trimbak Bhandari (8) Mrs. Sarika Chandrakant Vaity (9) Mr. Pramod Parshuram Keni alias Bhandari (10) Mr. Ravindra Parshuram Bhandari (11) Mrs. Kumudini alias Rai Harichandra Chaudhari (12) Mrs. Manda Ramesh Pakdhare (13) Mrs. Surekha Ganpat Mastan (14) Mrs. Nirmala Bhagwan Keni (15) Mrs. Bharti Ravi Patil alias Bharti Ravindra Bhandari (16) Mrs. Ujjwala Ramesh Koli (17) Mr. Milan Tukaram Bhandari (18) Mr. Amol Tukaram Bhandari and (19) Miss Vaishali alias Varsha Tukaram Bhandari as his legal heirs.
- IV) By an Agreement for Sale dated May 2, 1995 said Mrs. Revabai Motiram Bhandari and 18 others agreed to sale their 1/3rd right, title and interest in the said plot of land to (1) Mr. Ganpat Anjulya Kini alias Bhandari (2) Mr. Damodar Anjulya Kini alias Bhandari (3) Mr. Kishan Anjulya Kini alias Bhandari and (4) Mr. Laxman Anjulya Kini alias Bhandari AND by a Deed of Conveyance dated January 10, 2007 is registered with the office of Joint Sub-Registrar of Assurances, Borivali-1 at Serial No. BDR-2/223/2007 said Mrs. Revabai Motiram Bhandari and 18 others sold and conveyed their 1/3rd right, title and interest in the said plot of land to (1) Mrs. Ramabai Ganpat Bhandari, (2) Mr. Arun Ganpat Bhandari, (3) Mr. Arvind Ganpat Bhandari, (4) Mr. Jaywant Ganpat Bhandari, (5) Mr. Vinod Ganpat Bhandari, (6) Mr. Damodar Anjulya Kini alias Bhandari (7) Mr. Kishan Anjulya Kini alias Bhandari and (8) Mr. Laxman Anjulya Kini alias Bhandari.
- V) However in the said deed of Conveyance dated on January 10, 2007, as well as in the Schedule thereunder written, the area of the land sold, transferred and conveyed under the said Deed of Conveyance is wrongly mentioned as 1,573.13 sq. mtrs. being 1/3rd of the

aggregate area of the lands admeasuring 4719.4 sq. mtrs. or thereabout, whereas the actual aggregate area of the said lands comprised in Survey No. 36, Hissa No. 30, C. T. S. Nos. 6, 7, 12, 13, 26, 27 and 134 of Village Charkop, Taluka Borivali in Mumbai Suburban District is 6293.62 Sq. mtrs. approx. and the 1/3rd share of the Vendors sold, transferred and conveyed under the aforesaid Deed of Conveyance come to 2097.87 Sq. mtrs. The correct area sold, transferred and conveyed has been rectified vide Deed of Rectification executed on October 19, 2009 and registered on October 22, 2009 with the office of Joint Sub-Registrar of Assurances, Borivali-3, bearing Borivali BDR6-9074-2009.

- VI) By a Deed of Conveyance dated October 21, 2009 registered with Sub-Registrar of Mumbai at Serial No. BDR-6/09075/2009 for a valuable consideration the said Mrs. Ramabai Ganpat Bhandari and 6 others (i.e. excluding Shri Arun Ganpat Kini) sold and conveyed their 95% share in 1/3rd right title and interest in the said land admeasuring 1 Acre and 22 Gunthas i.e. 7502 sq. yds. equivalent to 6272.53 sq. mtrs. approx. in favour of Dhaval Developers (AOP) represented by Mr. Sanjay Parekh and more particularly described therein;
- VII) By a Deed of Conveyance dated December 21, 2010 registered with Joint Sub-Registrar of Assurances, Borivali-2 at Serial No. BDR-5/10919/2010 for a valuable consideration the said Shri Arun Ganpat Kini alias Bhandari sold and conveyed his remaining 5% share in 1/3rd right title and interest in the plot of land bearing Survey No. 36, Hissa No. 30 corresponding to New C.T.S. Nos. 6A, 6B, 6C, 7, 12A, 12B, 12C, 13A, 13B, 13C, 26, 27 and 134 of Village Charkop admeasuring 6293.62 sq. mtrs. approx. or thereabout admeasuring 1 Acre and 22 Gunthas approx. in favour of Dhaval Developers (AOP) represented by Mr. Sanjay Parekh and more particularly described therein;
- VIII) The said Mr. Sowar Gondhya Bhandari died intestate leaving behind him (1) Mrs. Gangabai Sowar Bhandari (expired) (2) Mr. Ramesh Sowar Bhandari and (3) Mr. Ramchandra Sowar Bhandari as his legal heirs. The said Mr. Ramesh Sowar Bhandari died intestate leaving behind him (1) Mrs. Nirmala Ramesh Bhandari (2) Mr. Hemant Ramesh Bhandari (3) Mr. Harshad Ramesh Bhandari and (4) Mr. Havesh Ramesh Bhandari as his legal heirs;
- IX) By a Deed of Conveyance dated September 8, 2008 registered with the Office of Joint Sub-Registrar of Assurances, Borivali-6 on November 8, 2009 at Serial No. BDR-12/07218/2008 for a valuable consideration to the said Mr. Ramchandra Sowar Bhandari and others sold and conveyed their 1/3rd right, title and interest in the said land admeasuring 1 Acre and 22 Gunthas i.e. 7502 sq. yds. equivalent to 6272.53 sq. mtrs. approx. in favour of Dhaval Developers (AOP) represented by Mr. Sanjay Parekh and more particularly described therein;
- X) The said Mr. Keshav Manek Bhandari died intestate leaving behind him (1) Mrs. Motubai Keshav Bhandari (2) Mr. Ramesh Keshav Bhandari (3) Mr. Sadashiv Keshav Bhandari (4) Miss. Savita Keshav Bhandari and (5) Mrs. Shakuntala Jagannath Bhoir as his legal heirs. The said Mrs. Motubai Keshav Bhandari died intestate leaving behind her (1) Mr. Ramesh Keshav Bhandari (2) Mr. Sadashiv Keshav Bhandari (3) Miss. Savita Keshav Bhandari and (4) Mrs. Shakuntala Jagannath Bhoir as her legal heirs;

- XI) By a Deed of Conveyance dated September 11, 2008 registered with the Office of Joint Sub-Registrar of Assurances, Borivali-3 on September 4, 2009 at Serial No. BDR-6/07594/2009 for a valuable consideration to the said Mr. Ramesh Keshav Bhandari and three others sold and conveyed their 1/3rd right, title and interest in the said land admeasuring 1 Acre and 22 Gunthas i.e. 7502 sq. yds. Equivalent to 6272.53 sq. mtrs. approx. in favour of Dhaval Developers (AOP) represented by Mr. Sanjay Parekh and more particularly described therein;
- F. I) One Mr. Sowar Jamlya and Mr. Gajanan Jamlya were the Khatedars of a plot of land situate lying and being at Village Charkop, Taluka Borivali, in the Registration District of Mumbai and Mumbai Suburban District and bearing Survey No. 36, Hissa No. 32 corresponding to Property Nos. 9, 10 and 11 of Village Charkop admeasuring 9 Gunthas as per 7/12 Extract i.e. 913.60 sq. meters and as per Property Card area admeasuring 905.60 sq. meters or thereabout and more particularly described therein ("**Property 6**");
- II) After the death of Mr. Sowar Jamlya the names of Mr. Gawrya Sowar, Mr. Raghunath Sowar and Mr. Vaman Sowar were entered in to 7/12 being the sons and as the legal heirs of late Sowar Jamlya.
- III) By a Deed of Conveyance dated October 7, 1995 registered at Serial No. BBJ/3678/1995 the said (1) Mr. Gajanan Jamlya (2) Mr. Gawrya Sowar (3) Mr. Vaman Sowar (4) Mr. Raghunath Sowar and their legal heirs (total 14 others) sold the said land to Mr. Somchand Kachrabhai Gudhkha for a valuable consideration. By a Deed of Conveyance dated November 5, 2009 is registered with the Office of Joint Sub-Registrar of Assurances, Borivali-7 on dated November 6, 2009 at Serial No. BDR-16/1169/2009 sold and conveyed the said land to M/s. Dhaval Developers the Owner/Developers herein and more particularly described therein.
- G. Thus the Owner/Developers are the Owners of various plots of land situate lying and being at Village Charkop, Taluka Borivali, in the Registration District of Mumbai and Mumbai Suburban District and bearing (1) Survey No. 36, Hissa No. 30A corresponding to CTS No. 5 of village Charkop admeasuring 4068 sq. meters or thereabout (2) Survey No. 36, Hissa No. 30B corresponding to CTS No. 8 of village Charkop admeasuring 2166 sq. meters or thereabout (3) Survey No. 36, Hissa No. 30C corresponding to CTS No. 17 of village Charkop admeasuring 951.70 sq. meters or thereabout (4) Survey No. 36, Hissa No. 30D corresponding to CTS No. 18 of village Charkop admeasuring 1017.7 sq. meters or thereabout (5) Survey No. 36, Hissa No. 30 corresponding to CTS Nos. 6, 7, 12, 13, 26, 27 and 134 of village Charkop admeasuring 1 Acre and 22 Gunthas admeasuring 6293.62 sq. meters approx. or thereabout (6) Survey No. 36, Hissa No. 32 corresponding to CTS Nos. 9, 10 and 11 of village Charkop admeasuring 9 Gunthas as per 7/12 Extract i.e. 913.60 sq. meters and as per Property Card area admeasuring 905.60 sq. meters or thereabouts are hereinafter collectively referred to as the said "**Larger Property**";
- H. By an order No. Kra-C/ULC/Karya-15/vashi-46/08 dated March 1, 2008 passed by the Additional Collector and Competent Authority appointed under the Urban Land Ceiling Act

1966 the permission is granted to the Original Owner Mrs. Revabai Motiram Bhandari and others to develop and transfer the plot of land bearing CTS Nos. 5, 8, 17 and 18 being part of the said Larger Property;

- I. By an Order No. CHE/2031/BP(WS)/LOR dated November 16, 2009 the Dy. Chief Engineer Building Proposal (Western Suburb) – II approved the proposed layout/sub-division/amalgamation of the said Larger Property;
- J. By an Order No. C/Desk-VII-A/LND/NAP/SRB-9055 dated on April 17, 2010 the Collector, Mumbai Suburban District has passed a Non Agricultural Order (NA) for land bearing CTS Nos. 5, 6, 7, 8, 12, 13, 17, 18, 26, 27, 134 and Survey no. 36, Hissa no. 30A, 30B, 30C and 30D being a part of the said Larger Property;
- K. By an Order No. C/Karya-7A/Ekatree/Povi/SRB-4464 dated April 17, 2010 the Collector of Mumbai Suburban District has granted the permission to the Owner/Developers herein to sub-divide the following plots as per reservation of land bearing CTS Nos. 6, 8, 9, 11, 12, 13, 17 and 18 of Village Charkop, into New CTS Nos. 6A, 6B, 6C, 8A, 8B, 9A, 9B, 11A, 11B, 12A, 12B, 12C, 13A, 13B, 13C, 17A, 17B, 18A and 18B respectively being a part of the said Larger Property;
- L. By an Order No. CRZ-2010/CR-5/TC-3 dated August 20, 2010 the Maharashtra Coastal Zone Management Authority has recommended CRZ clearance for proposed development of CTS Nos. 5, 6, 7, 8, 12, 13, 17, 18, 26, 27 and 134 being a Part of the said Larger Property;
- M. By an Order No. CHE/2031/BP(WS)/LOR dated April 15, 2011 the Dy. Chief Engineer Building Proposal (Western Suburb) approved the revised proposed layout/sub-division/amalgamation of CTS Nos. 5, 6A, 6B, 6C, 7, 8A, 8B, 9A, 9B, 10, 11A, 11B, 12A, 12B, 12C, 13A, 13B, 13C, 17A, 17B, 18A, 18B, 26, 27 and 134 of the said Larger Property;
- N. By an Order dated August 2, 2011, the Government of India, Ministry of Environment & Forests (IA - III Division) granted CRZ clearance for proposed development of CTS Nos. 5, 6, 7, 8, 12, 13, 17, 18, 26, 27 and 134 being a part of the said Larger Property;
- O. By an Order No. CHE/2031/BP(WS)/LOR dated June 6, 2012 the Dy. Chief Engineer Building Proposal (Western Suburb) approved revised the proposed layout/sub-division/amalgamation of CTS Nos. 5, 6A(pt.), 6B, 6C, 7(pt.), 8A, 8B, 9A, 9B, 10, 11A(pt.), 11B, 12A(pt.), 12B(pt.), 12C, 13A, 13B, 13C, 17A, 17B, 18A, 18B, 26, 27 and 134 of the said Larger Property;
- P. By an Order No. C/Desk VIIA/LND/NAP/SRB10407 dated February 15, 2013, the Collector, Mumbai Suburban District granted the Non Agricultural Permission as per the plans approved by the MCGM;
- Q. By an Order No. C/Karya-7A/LND/Povi/SRB-4840 dated March 12, 2013 the Collector of Mumbai Suburban District granted the permission to sub-divide the following plots as per

reservation of land bearing CTS Nos. 6A, 7, 11A and 12A of Village Charkop, into New CTS Nos. 6A/1, 6A/2, 7A, 7B, 11A/1, 11A/2, 12A/1 and 12A/2 respectively;

- R. On the said Larger Property there is a R Zone, No Development Zone and a reservation of D.P. Road and Garden. The said Larger Property was sub-divided and separate property cards are issued as per reservations / zone as above. The Owner/Developer are developing a part of the said Larger Property comprising of R Zone only which comprises of an area equivalent to 10822.47 sq. metres approximately as stated hereinbelow and which property is more particularly described in the **First Schedule** hereunder mentioned (hereinafter referred to as the said “**Layout Property**”).

CTS No.	R Zone Area (sq. metres)
5	4068.00
6A/1	1049.13
7/A	830.50
8A	1990.50
8B	175.50
9A	157.59
9B	109.31
10	258.70
11A/1	97.00
11B	10.50
12A/1	106.34
17A	789.30
17B	162.40
18A	960.50
18B	57.20
Total	10822.47

- S. The Layout Property is accessible from 18.30 meters wide D. P. Road, as per the sanctioned Development Plan of Municipal Corporation of Greater Mumbai (“**MCGM**”) (“**Access Road**”).
- T. The Owner/Developer submitted the plans and made an application to MCGM for issuance of Intimation of Disapproval / Intimation of Approval and the MCGM issued the Intimation of Disapproval bearing No. CHE/A-4631/BP(WS)/AR dated June 21, 2012 and the same is revised from time to time and last of such revisions was made on June 14, 2017. A copy of the latest Intimation of Disapproval is annexed hereto and marked as **Annexure A**.
- U. The Owner/Developer has obtained Commencement Certificate from MCGM bearing Ref. No. CHE/A-4631/BP(WS)/AR dated November 27, 2012 and the same is revised from time to time and the last of such revisions was made on May 30, 2017. A copy of the latest CC is annexed hereto and marked as **Annexure B**.
- V. The Owner/Developer has obtained concession report of the MCGM bearing No. CHE/A-4631/BP(WS)/AR dated April 20, 2016 for the development of the said Layout Property;

- W. The Owner/Developer has obtained NOC from the High-Rise Committee, MCGM bearing No. CHE/HRB-606/DPWS dated April 21, 2016 for the development of the said Layout Property.
- X. Vide a letter dated August 23, 2016 bearing No. SEAC-2015/CR-132/TC-1 of the State Level Environment Impact Assessment Authority, the Environment Department has issued the Environmental Clearance for the development of the said Layout Property on the terms and conditions as more specifically mentioned in their letter dated August 23, 2016.
- Y. Based on its right and entitlement in terms of the Title Deeds and in accordance with the permissions, the Owner/Developer has commenced the development of the Layout Property for residential and for such other purpose, comprising of three (3) wings being **Wing 'A'** consisting of Ground and First Level as Podium, Second floor as stilt, and Third Floor onwards as 20 habitable floors, **Wing 'B'** consisting of Ground and First Level as Podium, on Second floor as stilt and Third floor onwards as 20 habitable floors and **Wing 'C'** consisting of Ground and First Level as Podium, on Second floor as stilt and Third floor onwards as 38 habitable floors (excluding fire and service check floor), as may be permissible under the Relevant Laws, with the name "**Sunrise-Charkop**" ("**Layout Project**") and is carrying out the development in a phase-wise and segment-wise manner in consonance with the Relevant Laws in the manner the Owner/Developer may deem fit. For the purpose of this Agreement, "**Relevant Laws**" means and includes The Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with The Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("**RERA Rules**"), the Development Control Regulations of Greater Mumbai, 1991, as amended from time to time ("**DC Regulations**"), any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- Z. The Owner/Developer has caused to be prepared, a tentative / proposed layout for development of the Layout Property which is annexed herewith as **Annexure C**. The proposed layout presently envisages that:
- (i) The Layout Project shall consist of residential segment. The Owner/Developer may also include food and beverages outlets, recreational and other facilities and amenities in the Layout Project, as approved from time to time by the concerned authorities;
 - (ii) the private access roads/ layout road, if any, electric sub-stations, water mains, sewers and R.G. in layout would be common to the entire development on the Layout Property and therefore the common amenities for the Layout Project would be finalized by the Owner/Developer in keeping with the DC Regulations and other applicable acts, rules and regulations, and the plans that would be sanctioned by MCGM from time to time for the Layout Project, as may be required by the Owner/Developer, and that accordingly the Layout Property would be subject to

certain modifications, restrictions and stipulations and covenants to be observed and performed for the benefit of the entire Layout Project;

- AA. There are no tenants / illegal occupants or encroachments on the said Property.
- BB. The Owner/Developer has commenced development of Wing 'B' consisting of Ground and First Level as Podium, Second floor as stilt, and 20 habitable floors from third level upwards known as **"Sunrise Charkop B-Wing"** ("**Building/Project**") in accordance with the sanctioned plans. All permissions for constructing the said Project have been obtained. The Owner/Developer are constructing the said Project as a phase of the said Layout Project and as such is a separate project as provided under Section 3 of RERA read with the RERA Rules. The Owner/Developer shall, if and when required, register the Project under RERA.
- CC. As regards FSI (*for the purposes of this clause, the term FSI shall include TDR wherever applicable for all practical purposes and the term FSI shall be construed and interpreted accordingly*) is concerned, the Owner/Developer hereby states that:
- (i) The total FSI proposed to be consumed on the said Layout Property including but not limited to FSI available on payment of premiums or as incentive FSI and/or TDR by implementing various schemes as mentioned in the DC Regulations, is 23,776.69 sq. metres or thereabouts.
 - (ii) The total FSI sanctioned and proposed to be consumed in the construction of the said Project is 5,514.28 sq. metres or thereabouts .
 - (iii) The entire balance of the Layout Property shall be and is being utilized / consumed by the Owner/Developer on the remaining portion of the Layout Property, in one or more phases. Further, the Purchaser(s) has/have been informed and agree(s) and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the area of the Project in proportion to the total area of the Layout Property taking into account the FSI to be utilized for all buildings to be constructed on the Larger Property.
 - (iv) The Owner/Developer, in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Layout Property as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/units in such buildings (including the Purchaser(s)) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area.
 - (v) The Owner/Developer have disclosed the FSI as proposed to be utilized by them in the said Project and also on the Layout Property and the Purchaser(s) has/have agreed to purchase the said Apartment/Flat based on the layout of the Larger Property and the proposed construction and sale to be carried out by the Owner/Developer by utilizing the FSI / proposed FSI and on the understanding that the declared / proposed FSI shall belong to Owner/Developer only.

- DD. The statutory approvals mandatorily require the Owner/Developer to hand over certain stipulated percentage of the land forming part of the said Layout Property to the concerned authorities or develop the same as public amenity. The Owner/Developer shall determine and identify the portion and location of such land parcel to be handed over for complying with the terms and conditions of statutory approvals.
- EE. The Owner/Developer has informed the Purchaser(s) about all these aspects pertaining to the Layout Project including applications, sanctions, permissions pertaining to the Layout Project and proposed phase-wise development, common amenities and facilities for the entire Layout Project, and the Purchaser(s) consents/consent to the same. The Purchaser(s) is/are aware that the Layout is tentative and though the same has been approved by MCGM, the Owner/Developer reserves the right in its absolute discretion to amend/alter/modify the layout of the Layout Project from time to time as per its requirements and/or MCGM and/or other statutory authorities, and alter the phases of development without the consent of the Purchaser(s) and /or also change the location of any of the buildings, elevation, amenities and facilities in the Layout Project or change the nature of the building(s) proposed to be constructed on the Layout Project without affecting the rights of the Purchaser(s) in the said Apartment / Flat, to which the Purchaser(s) hereby gives/give his/her/its/their unequivocal consent.
- FF. The Owner/Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project and shall obtain the balance approvals from various authorities from time to time, including but not limited to Occupancy Certificate of the said Building (i.e. the said Project). While sanctioning the plans 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 Owner/Developer while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority.
- GG. The Owner/Developer has raised finance from Bharat Co-operative Bank Limited for the purposes of construction of Wing C of the Layout Project and for import of raw material for Wing B of the Layout Project, and to secure the same, have created a mortgage / charge in respect of the (i) part of the land appurtenant to Wing C and Common Amenities and Facilities in the said Layout Property, (ii) unsold apartments/flats in the Wing C of the Layout Project (excluding the said Project), (iii) Receivables in respect of the apartments/flats in the Wing C of the Layout Project (excluding the said Project), and (iv) lien on the materials imported by way of Letter of Credit. It is hereby clarified that the aforesaid loan is for construction of Wing C of the Layout Property and not for the said Project, and no mortgage / charge / security has been created on any part or portion of the said Project / Building.
- HH. The Owner/Developer had entered into an Agreement dated November 23, 2016 with Woodstock Estate Management LLP for, *inter alia*, certain rights and responsibilities in respect of the said Layout Project. The aforesaid Agreement dated November 23, 2016 has been cancelled and terminated vide Deed of Cancellation and Termination dated March

31, 2017, and pursuant thereto, Woodstock Estate Management LLP has no right, title, interest into or upon the said Layout Project.

- II. There are following litigations filed with respect to the said Project. The said litigations are pending:
- i) The Owner/Developer has filed an Intervention Application in Application bearing No. 119 (WZ) of 2014 in the National Green Tribunal, Pune. The said Intervention Application has been made for being party to the suit, as the Applicant have referred Owner/Developer properties in the Application. Vide an Order dated 04/11/2015, the National Green Tribunal has held that no ad-interim relief granted to Applicant in concern to the property of Owner/Developer. The aforesaid Application is pending for hearing. There is no stay or injunction granted against the development of the said Project;
 - ii) Rewa Motiram Bhandari & others has filed a Suit bearing No. 2271 of 2015 in the City Civil Court against Arun Ganpat Bhandari & others, alleging / claiming share in the properties by declaration from Arun Ganpat Bhandari & others. The Owner/Developer has been made a party to the Suit. The aforesaid Suit is pending for hearing. No Orders have been passed in the aforesaid Suit and no stay or injunction granted against the development of the said Project.
- JJ. The Owner/Developer has entered into a standard Agreement with the Architects, M/s. Teearch registered with the Council of Architects at No. M/163/LS and such Agreement is as per the Agreement prescribed by the Council of Architects;
- KK. The Owner/Developer has appointed Mr. Hiren M. Tanna bearing license Registration No. STR/T/35 as Structural Engineer, for the Preparation of structural designs and drawings of the Building / Layout Project, and the Owner/Developer has accepted the professional supervision of the aforementioned Architects and Structural Engineers till the completion of the Layout Project. The Owner/Developer shall avail the services of the said Architects and Structural Engineers or such other qualified Architects and Structural Engineers as Owner/Developer may deem fit till completion of the development of the Layout Project.
- LL. The Owner/Developer has sole and exclusive right to sell the Apartment/Flat in the said Building/s (i.e. the said Project) and to enter into Agreement/s with the Purchaser(s) of the Apartment/Flat and receive the sale consideration in respect thereof;
- MM. The copy of Certificate of Title in respect of the Layout Property, certifying the Owner/Developer's title to the Layout Property is annexed hereto and marked as **Annexure D**. The Purchaser(s) is/are fully satisfied with the title of the Owner/Developer to the Layout Property hereby accepts the title of the Owner/Developer and agrees not to further investigate or raise any further or other requisition or objection to the same.
- NN. On demand from the Purchaser(s), the Owner/Developer has given inspection to the Purchaser(s) of all the documents of title relating, inter alia, to the Project including all documents mentioned in the recitals herein, and the plans, designs and specifications prepared by the Owner/Developer's Architects and of such other documents as are specified under RERA and RERA Rules;

- OO. The Purchaser(s) hereby declares/declare and confirms/confirm that he/she/it/they has/have entered into this Agreement, after having taken, investigated and after being fully satisfied with respect to the title of the said Project and the layout Property and after having taken independent legal advice and reading and having understood the contents of all clauses of this Agreement, other documents, writings and papers, and all disclosures made by the Owner/Developer to the Purchaser and with full knowledge and information thereof, and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed by the MCGM and all other concerned Government bodies and authorities, and also subject to the Owner/Developer' right to make the necessary amendments, variations, modifications and/or changes therein, and their right to use, utilise, consume and exploit the entire, balance and additional FSI and/or TDR, if any, available and which may be made available in future with respect to the said Layout Property, as also any other and/or further FSI/TDR which may be and which could be developed by the Owner/Developer in the development of the Layout Property.
- PP. The Purchaser(s) has applied to the Owner/Developer for allotment of an Apartment/ Flat No. [-] admeasuring [-] square meters (**Carpet Area**) on [-] floor in Wing **B** comprising of Ground and First Level as Podium, Second floor as stilt, and 20 habitable floors from the third level onwards constructed / being constructed known as "**Sunrise Charkop B-Wing**" ("**Building / Project**") which is more particularly described in the **Second Schedule** hereunder written and shown in brown hash on the plan thereof thereto annexed as **Annexure E** (collectively, "**Apartment/Flat**");
- QQ. The Owner/Developer have agreed to reserve for the Purchaser(s), [-] car parking space/s (hereinafter referred to as the "**Car Parking Space(s)**"), free of cost and without any consideration. The Car Parking Space is made available free of charge to the Purchaser(s) and the Total Consideration agreed to be paid under this Agreement is only for the Carpet Area of the said Apartment/Flat. The Purchaser(s) hereby agree/s and confirm/s that the Owner/Developer shall provide the Car Parking Spaces, as required under Relevant Laws, in the common areas of the said Project / Layout Project. The location of the Car Parking Spaces shall be finalised by the Owner/Developer at the time of handing over possession of the said Apartment / Flat.
- RR. The Carpet Area of the said Apartment/Flat is [-] square meters. For the purposes of this Agreement "**Carpet Area**" means the net usable floor area of an Apartment/ Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser(s), but includes the area covered by the internal partition walls of the Apartment/ Flat.
- SS. The authenticated copies of the Plan of the Apartment/Flat agreed to be purchased by the Purchaser(s), as sanctioned and approved by MCGM have been annexed and marked as **Annexure E**. The fixtures and fittings to be provided in the Apartment/Flat is as provided in **Third Schedule**. The fixtures, fittings, Common Areas and amenities to be provided in the said Project is as provided in the **Fourth Schedule**;

- TT. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- UU. Under section 13 of RERA, the Owner/Developer is required to execute a written Agreement for sale of said Apartment/Flat with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- VV. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Developer hereby agrees to sell and the Purchaser(s) hereby agrees to purchase the (Apartment/ Flat) and the garage/covered parking (if applicable).

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

The Recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.

1. CONSTRUCTION

- 1.1 The Owner/Developer has commenced development of Wing 'B' consisting of Ground and First Level as Podium, Second floor as stilt, and 20 habitable floors from third level upwards ("**Building/Project**") in accordance with the sanctioned plans. A copy of the aforesaid Intimation of Disapproval is annexed hereto and marked as **Annexure A**. The Owner/Developer are constructing the said Project as a phase of the said Layout Project and as such is a separate project as provided under Section 3 of RERA read with the RERA Rules. .
- 1.2 The Owner/Developer shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Owner/Developer shall construct said Project in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser(s) with such variations and modifications as the Owner/Developer may consider necessary or as may be required by the MCGM and/or any other local authority from time to time. The Owner/Developer shall be entitled to make such variations and/or modifications in the plans as they may deem fit so long as the area of the said Apartment/Flat agreed to be allotted to the Purchaser(s) remains unchanged or so long as such variation and/or modification does not adversely affect the said Apartment/Flat, without any permission or consent of the Purchaser(s). The Purchaser(s) hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
- 1.3 The Owner/Developer has informed the Purchaser(s) and the Purchaser(s) hereby confirms and acknowledges that the said Project forms a part of the Layout Project which is being developed by the Owner/Developer in a segment-wise / phase-wise manner, in any order or preference, to be determined by the Owner/Developer in its absolute discretion from time to time. The Purchaser(s)

further acknowledge/s and confirms that the Owner/Developer may, at any time, vary/modify the layout except for the said Project in such manner as the Owner/Developer may deem fit, in its sole discretion or as may be required by the concerned authorities.

2. DESCRIPTION OF APARTMENT/FLAT, CAR PARKING SPACES AND COMMON AREAS AND FACILITIES & TOTAL CONSIDERATION

2.1 At the request of the Purchaser(s), the Owner/Developer has agreed to sell to the Purchaser(s) and the Purchaser(s) has/have agreed to purchase from the Owner/Developer:-

(a) a residential Apartment/ Flat No. [·] admeasuring [·] square meters (**Carpet Area**) on [·] floor in Wing B comprising of Ground and First Level as Podium, Second floor as stilt, and 20 habitable floors from the third level onwards constructed / being constructed known as "**Sunrise Charkop B-Wing**" ("**Building / Project**") which is more particularly described in the **Second Schedule** hereunder written and shown in brown hash on the plan thereof thereto annexed as **Annexure E** along with the right to use the common areas and amenities, at or for the Total Consideration (as defined) and on the terms and conditions as stated herein (collectively, "**Apartment/Flat**");

(b) The Owner/Developer have agreed to reserve for the Purchaser(s), [·] **car parking space/s** (hereinafter referred to as the "**Car Parking Space(s)**"), free of cost and without any consideration. The Car Parking Space is made available free of charge to the Purchaser(s) and the Total Consideration agreed to be paid under this Agreement is only for the Carpet Area of the said Apartment/Flat. The Purchaser(s) hereby agree/s and confirm/s that the Owner/Developer shall provide the Car Parking Spaces, as required under Relevant Laws, in the common areas of the said Project / Layout Project. The location of the Car Parking Spaces shall be finalised by the Owner/Developer at the time of handing over possession of the said Apartment / Flat.

2.2 The authenticated copies of the Plan of the Apartment/Flat agreed to be purchased by the Purchaser(s), as sanctioned and approved by MCGM have been annexed and marked as **Annexure E**. The fixtures and fittings to be provided in the Apartment/Flat is as provided in **Third Schedule**. The fixtures, fittings, Common Areas and amenities to be provided in the said Project is as provided in **Fourth Schedule**. The Purchaser(s) is/are aware that the standard specifications, fixtures, and fittings are subject to availability and fittings of equivalent standard may be provided in case of unavailability or reasons beyond the control of the Owner/Developer. The Purchaser(s) is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Owner/Developer and undertakes that the Purchaser(s) shall not raise any objection in respect thereof hereafter.

2.3 In consideration of the above, the Purchaser(s) hereby agrees to pay to the Owner/Developer a total lumpsum sale consideration of [·] ([·]) ("**Total Consideration**") and in addition thereto all the applicable taxes and other payments and outgoings as specified in Clause 7 of this Agreement. The Purchaser(s) agree and confirm that 20% of the Total Consideration shall be the earnest money ("**Earnest Money**"). Along with the aforementioned Total Consideration, the Purchaser(s) agree(s)

and undertake(s) to pay to the Owner/Developer, amounts as specified in Clause 7 of this Agreement

3. VARIATION IN AREA

The Owner/Developer shall confirm the final Carpet Area that has been allotted to the Purchaser(s) after the construction of the Building(s) (i.e. the said Project) is complete 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 (3%). The total price payable for the Carpet Area shall be recalculated upon confirmation by the Owner/Developer. If there is any reduction in the Carpet Area within the defined limit then the Owner/Developer shall refund the excess money paid by Purchaser(s) within forty-five (45) days with Interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the Carpet Area allotted to Purchaser(s), the Owner/Developer shall demand additional amount from the Purchaser(s) as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate at which the Purchaser(s) have been allotted the said Apartment/Flat.

4. PAYMENT SCHEDULE & MANNER OF PAYMENT

1. The Purchaser(s) hereby agrees to pay to the Owner/Developer the Total Consideration of and in addition thereto all the applicable taxes and amounts as specified in Clause 7 of this Agreement. The Purchaser has paid a sum of Rs. _____/- (Rupees _____ Only) as part payment and an amount Rs. _____/- (Rupees _____ Only) towards Goods & Service Tax (GST received on or before the execution of these presents. The Purchaser hereby agrees to pay to the Owner/Developer balance amount of consideration by installments in the following manner:-

- a) Rs. _____/- (Rupees _____ Only) within 30 days of execution/registration hereof; and
- b) Rs. _____/- (Rupees _____ Only) on Possession.

4.1 The Purchaser(s) shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Owner/Developer sending notice of the completion of each milestone. Intimation forwarded by Owner/Developer to the Purchaser(s) that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser(s) and the Purchaser(s) agree/s not to dispute the same. The Purchaser(s) hereby understand/s and agree/s that, save and except for the intimation from the Owner/Developer as provided under this Clause, it shall not be obligatory on the part of the Owner/Developer to send reminders regarding the payments to be made by the Purchaser(s) as per the payment schedule mentioned in this Clause, and the Purchaser(s) shall make all payment/s to the Owner/Developer on or before the due dates, time being the essence of this Agreement.

4.2 All payments to be made by the Purchaser(s) under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**Dhaval Developers**”

- 4.3 In case of any financing arrangement entered by the Purchaser(s) with any financial institution with respect to the purchase of the Apartment/Flat, the Purchaser(s) undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Owner/Developer through an account payee cheque/demand draft drawn in favour of "**Dhaval Developers**".
- 4.4 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser(s) is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 26.2.1 below and the Owner/Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Owner/Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 4.5 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("**Authorities**") from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to Authorities. The Owner/Developer undertakes and agrees that while raising a demand on the Purchaser(s) for the increase in development charges, cost, or levies imposed by the competent Authorities etc. as aforesaid, the Owner/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s), the same shall be reimbursed by the Purchaser(s) in subsequent payments to the Owner/Developer in proportion to the area of the said Apartment/ Flat on a pro-rata basis, and in determining such amount, the decision of the Owner/Developer shall be conclusive and binding upon the Purchaser(s).

5. TAXES

The Total Consideration above excludes Taxes. Taxes includes Value Added Tax, Service Tax, Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, Local Body Tax or other taxes, duties, cesses, levies, charges or any other taxes levied by authority in future which are leviable or become leviable under the provisions of the Relevant laws or any amendments thereto pertaining or relating to the sale of Apartment/Flat. Taxes shall entire be paid alongwith the Total Consideration alongwith the payment schedule and/or be paid by the Purchaser(s) on demand made by the Owner/Developer within 7 (seven) working days, as the case may be, and the Purchaser(s) shall indemnify and keep indemnified the Owner/Developer from time to time and at all times against the same.

6. TAX DEDUCTED AT SOURCE

The Purchaser(s) is aware that the Purchaser(s) has/ have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Owner/Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961.

Further, the Purchaser(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. In case TDS is not paid or certificate is not provided as per timelines then interest would be levied at 2% p.m. till the date of default.

7. PAYMENT OF OTHER CHARGES

7.1 The Purchaser(s) shall on or before delivery of possession of the said Apartment/Flat deposit and keep deposited with the Owner/Developer the following amounts plus applicable taxes (if any), which shall be transferred to the society / limited company / federation / Apex Body:-

- a) Rs. [·] for share money application entrance fee of the Society or Limited Company (Non-Refundable);
- b) Rs. [·] for formation and registration of the Society (Non- Refundable);
- c) Rs. [·] towards expenses of electric meter and cable and water connection deposit (Non-Refundable);
- d) Rs. [·] being Gas Connection Charges;
- e) Rs. [·] being Legal Fees;
- f) Rs. [·] being Twelve Months Provisional Maintenance Deposit;
- g) Rs. [·] being Twelve Months Provisional Maintenance Charges;
- h) Rs. [·] being Corpus Fund (Rs.250/- per Carpet Area sq. ft.).

7.2 The Owners/Developers shall utilize the amounts mentioned in sub-clause 7.1 b, 7.1 c, 7.1 d and 7.1 e paid by the Purchaser to the Owners/Developers towards meeting legal costs, charges and expenses, including professional costs of the Advocates of the Owners/Developers in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement, electric meter deposit, expenses for cable sub-station if required and other expenses and the Owners/Developers will not be liable to refund any amount or give accounts thereof.

8. OWNER/DEVELOPER TO APPROPRIATE DUES

The Purchaser(s) authorizes the Owner/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner/Developer may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Owner/Developer to adjust his payments in any manner.

9. COMMON AREAS AND FACILITIES

The Purchaser(s) confirms/confirm and acknowledges/acknowledge that the Purchaser(s) has/have been apprised and made aware and the Purchaser(s) has/have agreed that:-

9.1 The Common Areas is hereto is as provided in **Fourth Schedule** and Facilities appurtenant to the said Apartment/Flat is hereto is as provided in **Third Schedule** for the use and enjoyment of the occupants of the Apartment/ Flats in the Project. All the rights, title, interest in the common areas will continue to vest with the Owner/Developer, until execution of conveyance / in favour of the Organization(s) in the manner as set out in this Agreement is completed and that the Purchaser(s) will not have any right, title, interest in respect of the same and shall only have permitted use thereof together with the other occupants. The Purchaser(s) along with other occupants will comply with all the terms and conditions as shall be framed by the Owner/Developer and/or the Organization (as defined below) for the use and maintenance of such common areas, amenities

and infrastructural facilities including the payment of the contribution for the upkeep and maintenance of such common areas, amenities and infrastructural facilities.

- 9.2 The Purchaser(s) will accept the Common Areas and Facilities as may be provided by the Owner/Developer in the Project and/or the Building/s and will not hold the Owner/Developer responsible or liable in any manner whatsoever with regard to any changes and/or variations thereof. The Purchaser(s) hereby expressly consents/consent to such changes from time to time.
- 9.3 The Owner/Developer shall be constructing a club-house in the Layout Project consisting of facilities such as gymnasium, games room / games area, multipurpose hall etc. as may be permissible under the Relevant Laws and subject to planning constraints (hereinafter referred to as the “**Club House**”) and the facilities of the Club House shall be made available for all the purchasers in the said Layout Project. The Club House will be managed by the Owner/Developer and/or its nominee/s and/or contractor/ Facility Management Company and all costs, charges and expenses of maintenance, repairs, reconstruction, renovation, payment of outgoings shall be borne and paid by the members of the Club House proportionately, whether or not any such member utilizes and enjoys the benefits of the Club House. The Purchaser(s) shall abide by such rules and regulations as may from time to time be framed by the Owner/Developer for the use and management of the Club House (including proportionate running and maintenance charges).
- 9.4 It is agreed and acknowledged by the Purchaser(s) that the Club House to be constructed on the said Layout Property shall be for the exclusive use of the residents/ purchasers in the buildings as may be comprised in the Layout Project and the same shall not be commercially exploited and the same shall be only used for the approved purpose and shall not be misused / used for any other purpose.

10. TIME IS OF ESSENCE

- 10.1 Time is essence for the Owner/Developer as well as the Purchaser(s). The Owner/Developer shall abide by the time schedule for completing the Project and handing over the Apartment/Flat to the Purchaser(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 10.2 Similarly, the Purchaser(s) shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Owner/Developer as provided in Clause 4 herein above.

11. INTEREST

- 11.1 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under RERA / RERA Rules (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- 11.2 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

11.3 Without prejudice to the other rights of the Owner/Developer hereunder, notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Owner/Developer) and notwithstanding the Owner/Developer giving any no objection/ permission for mortgaging the said Apartment/Flat or creating any charge or lien on the said Apartment/Flat and notwithstanding the mortgages/ charges/ lien of or on the said Apartment/Flat, the Owner/Developer shall in respect of any amounts remaining unpaid by the Purchaser(s) under this Agreement, have a first charge / lien on the Apartment/Flat and the Car Parking Spaces and the Purchaser(s) shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser(s) under this Agreement, to the Owner/Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Owner/Developer.

12. FLOOR SPACE INDEX

12.1 The Purchaser(s) has/have been informed and is/are aware that the buildable area has been sanctioned for the Layout Property as a single parcel of land on the basis of the available FSI on the Layout Property and accordingly the Owner/Developer intends to develop the Layout Property in multiple phases.

12.2 The Purchaser(s) acknowledge(s) that the Owner/Developer alone is entitled to utilize and deal with all the development potential of the Layout Property including the existing and future FSI and /or TDR heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Layout Property or elsewhere as may be permitted and in such manner as the Owner/Developer deems fit.

12.3 As regards FSI (*for the purposes of this clause, the term FSI shall include TDR wherever applicable for all practical purposes and the term FSI shall be construed and interpreted accordingly*) is concerned, the Owner/Developer hereby states that:

12.3.1 The total FSI proposed to be consumed on the said Layout Property including but not limited to FSI available on payment of premiums or as incentive FSI and/or TDR by implementing various schemes as mentioned in the DC Regulations, is 23,776.69 sq. metres.

12.3.2 The total FSI sanctioned and proposed to be consumed in the construction of the said Project is 5,514.28 sq. metres.

12.3.3 The entire balance of the Layout Property shall be and is being utilized / consumed by the Owner/Developer on the remaining portion of the Layout Property in one or more phases. Further, the Purchaser(s) has/have been informed and agrees and acknowledge(s) that the FSI proposed to be consumed in the Project may not be proportionate to the area of the Project in proportion to the total area of the Layout Property taking into account the FSI to be utilized for all buildings to be constructed on the Layout Property.

12.3.4 The Owner/Developer, in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Layout Property as it thinks fit and the purchasers of the apartment(s)/flat(s)/premises/units in such buildings (including the

Purchaser(s)) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of the Project.

12.3.5 The Owner/Developer have disclosed the FSI as proposed to be utilized by them in the said Project and also on the Layout Property and the Purchaser(s) has/have agreed to purchase the said Apartment/Flat based on the layout of the Larger Property and the proposed construction and sale to be carried out by the Owner/Developer by utilizing the FSI / proposed FSI and on the understanding that the declared / proposed FSI shall belong to Owner/Developer only.

12.4 The statutory approvals mandatorily require the Owner/Developer to hand over certain stipulated percentage of the land forming part of the said Layout Property to the concerned authorities or develop the same as public amenity. The Owner/Developer shall determine and identify the portion and location of such land parcel to be handed over for complying with the terms and conditions of statutory approvals.

12.5 The Purchaser(s) further acknowledge(s) that, at its sole discretion (i) the Owner/Developer shall also be entitled to freely deal with other phases comprised in the Layout Property (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Owner/Developer may deem fit (ii) the Owner/Developer may also sell/transfer its stake in the other phases to any person as it deems fit, in accordance to the then existing laws. The Purchaser(s) has/have entered into this Agreement knowing fully well the scheme of development proposed to be carried out by the Owner/Developer on the Land.

12.6 Neither the Purchaser(s) nor any of the other purchasers of the apartment(s)/flat(s)/premises/units in the buildings being constructed (including the Building) nor the Organization(s) shall be entitled to claim any FSI and/or TDR howsoever available on the Layout Property.

12.7 All FSI and/or TDR at any time available in respect of the Layout Property, whether fungible, free of cost or be payment of any premium or as incentive or otherwise howsoever, by whatsoever name it may be called in future, including any unutilized / residual FSI (including fungible, government premium FSI, future accretions / enhancement due to change in law or otherwise) shall always be available to and shall always be for the benefit of the Owner/Developer and the Owner/Developer shall have the right to deal with / use and/or consume the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser(s) / Organization(s). In the event of any additional FSI in respect of the Project or any part thereof being made available as a result of the any favorable relaxation of the relevant building regulations / Relevant Laws or increase in incentive FSI / TDR or otherwise, at anytime, hereafter, the Owner/Developer alone shall be entitled to the ownership and benefit of the all such additional FSI / TDR for the purpose of the development and / or additions to the built-up area in the Project / Layout Project, without the consent of the Purchaser(s) as may be permissible.

13. ASSOCIATION STRUCTURE

13.1 The Owner/Developer shall at its discretion, as prescribed under the Relevant Laws,

13.1.1 form association of the purchasers of apartment(s)/flat(s)/premises/units in the Building(s) being either a co-operative society/condominium/limited company or

combination of them, as it may deem fit and proper in respect of the Building(s) i.e. the said Project known by such name as the Owner/Developer may decide, which shall be responsible for maintenance and management of the Building(s) (i.e. the said Project), within such period as may be prescribed under the Relevant Laws (“**Building Organization**”).

13.1.2 form an apex organization (being either a co-operative society/condominium/limited company or combination of them) or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) for each residential and/or commercial zone for the Layout Project (“**Apex Body**”), as the Owner/Developer may deem fit, for the purposes of effective maintenance and management thereof including for common areas and amenities of the Layout Project at such time and in such a manner as the Owner/Developer may deem fit to be known by such name as the Owner/Developer may decide, within such period as may be prescribed under the Relevant Laws. The **Building Organization** and the **Apex Body** shall hereinafter collectively be referred to as the said “**Organization(s)**”.

13.1.3 with a view to preserve the intrinsic value of the Project / Layout Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in the manner set out in Clause 18 below), the maintenance and management of the Project / Layout Project, without any reference to the Purchaser(s) and other occupants of the Project / Layout Project, even after formation of the Organization(s) on such terms and conditions as the Owner/Developer may deem fit and the Purchaser(s) hereby gives their unequivocal consent for the same. For this purpose, the Owner/Developer may, in its discretion provide suitable provisions in the constitutional documents of the Organization(s).

13.2 It is however agreed that the Owner/Developer shall have complete discretion and/or option either to execute Deed of Lease or Deed of Conveyance of the said Building (without the Basement and Podiums) in favour of the Building Organization and of the Layout Property together with Common Areas and Facilities in favour of the said Apex Body, as the case may be. Further the Owner/Developer shall execute a Deed of Lease or Deed of Conveyance in respect of the said Layout Property to the Apex Body only after the Owner/Developers have:

13.2.1 utilized, consumed, loaded etc. entire FSI / TDR, potential, yield, fungible FSI of the said entire Layout Property;

13.2.2 completed the construction of the said Building and all other buildings on the said Layout Property;

13.2.3 sold all the premises in the said Building and all other buildings on the said Layout Property and received all the amounts from the Purchaser(s) including the Total Consideration from the Purchaser(s) hereof; and

13.2.4 completed the development of the Layout Property and construction of all the buildings thereon;

and till then, the Owner/Developer shall not be bound, liable, required to cause to execute any document in favour of the said Apex Body and the Purchaser(s) agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

- 13.3 Further, the execution of such Deed of Lease or Deed of Conveyance shall be subject to the Owner/Developer's right and entitlement to:
- 13.3.1 utilize, consume, load etc. entire FSI / TDR, potential, yield of the said entire Layout Property;
 - 13.3.2 complete the construction of the said Building and all other buildings on the said Layout Property;
 - 13.3.3 sell all the premises, etc. and receive all the amounts from the Purchaser(s) including the total consideration from the Purchaser(s); and
 - 13.3.4 complete the development of the entire said Layout Property and construction of the buildings thereon.
- 13.4 The Purchaser(s) shall at no time demand partition of the said Building (i.e. the said Project) / Layout Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- 13.5 The Owner/Developer would be conveying / leasing only the structure i.e. the built-up area of the Building(s) (except the basement and podium) to the Building Organization, and the Layout Property or part thereof together with Common Areas and Facilities would be conveyed to the Apex Body formed of the association in such parts as the Owner/Developer may deem fit, but pursuant to the completion of the entire development of the Layout Property by utilizing the entire FSI/TDR that may be permitted to be utilized therein. The Purchaser(s) hereby agree(s) that he/she/it has understood the provisions of this Clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser(s) hereby agree(s) and confirm(s) that till conveyance / lease of the buildings and underlying Layout Property as aforesaid, the Purchaser(s) shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Owner/Developer from time to time.
- 13.6 The Purchaser(s) agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / all affidavits, declarations, undertaking etc. drafted/adopted by the Owner/Developer for the Organization(s), necessary for the formation and registration of the Organization(s), within 10 (ten) days from intimation by the Owner/Developer. The Purchaser(s) agree(s) not to object to any changes/amendments made by the Owner/Developer in the draft/model bye-laws/memorandum and articles of association of the Organization(s). The Purchaser(s) shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Owner/Developer and the other purchasers of apartment(s)/flat(s)/premises/units in the Building(s)/Wing(s). The Purchaser(s) shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser(s), if any changes or modifications are made in the draft bye-law of the Organization(s) by the Owner/Developer as the case may be or as may be required by the Registrar

of Cooperative Societies or any other competent authority. The Purchaser(s) hereby authorize Owner/Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

- 13.7 The Owner/Developer may become a member of the Organization(s) to the extent of all unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces. The Owner/Developer shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Owner/Developer occupy or permit occupation of any unsold flats, shops, car parking spaces and other premises, such occupant/s or Owner/Developer as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such unsold flats, shops, car parking spaces and other premises, the Owner/Developers shall not be liable to take any permission/consent of the Organization(s).
- 13.8 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of apartments/flats/premises/units in the building/s / wing/s in the same proportion as the total area of the apartments/flats/premises/units bears to the total area of all the apartment(s)/flat(s)/premises/units in the said building(s) / wing(s).

14. POSSESSION

- 14.1 The Owner/Developer shall offer possession of the Apartment/Flat to the Purchaser(s), after obtaining the Occupation Certificate for the said Apartment / Flat on or before 30th Day of June, 2018 ("**Delivery Date**"), subject to the Purchaser(s) being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Possession Date shall stand extended on account of (i) any Force Majeure events and/or (ii) Other Circumstances beyond the control of the Owner/Developer and/or its agents and/or (iii) due to non-compliance on the part of the Purchaser(s) including on account of any default on the part of the Purchaser(s) ("**Extension Event**"). For the purpose of this Agreement, "**Force Majeure**" event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court. For the purpose of this Agreement, "**Other Circumstances**" shall include but not be limited to (i) Non-availability of steel, cement, other building material, water or electric supply; (ii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property; (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority; (iv) Any other eventuality which is beyond the control of the Owner/Developer including precarious financial condition of the Owner/Developer and/or economic down swing in real estate or any other industry; and (v) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Owner/Developer or its agents including war, civil commotion, riot, strikes or agitation by the workers or labourers of the Owner/Developer or the contractor or suppliers.

- 14.2 Subject to Clause 14.1 hereinabove, if the Owner/Developer fails to handover the said Apartment/Flat to the Purchaser(s) on the Due Date, or such extended date, and only if the Purchaser(s) have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and only if the Purchaser(s) does not intend to cancel this Agreement / withdraw from the Project, the Owner/Developer shall pay to the Purchaser(s) the applicable Interest as specified in the RERA Rules, for every month of delay from the Delivery Date till the handing over of the possession of the said Apartment / Flat.

15. MANNER OF TAKING POSSESSION

- 15.1 The Purchaser(s) shall take possession of the Apartment/Flat within 15 (fifteen) days from the date Owner/Developer offering possession of the Apartment/Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement and making all payments to the Owner/Developer as provided in this Agreement, and the Owner/Developer shall give possession of the Apartment/Flat to the Purchaser(s). Upon receiving possession of the Apartment/Flat or expiry of the said 15 days from offering of the possession (“**Possession Date**”), the Purchaser(s) shall be deemed to have accepted the Apartment/Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Owner/Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser(s) expressly understands that from such date, the risk and ownership to the Apartment/Flat shall pass and be deemed to have passed to the Purchaser(s).
- 15.2 During the period of said delay the Apartment/Flat shall remain locked and shall continue to be in possession of the Owner/Developer but at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.
- 15.3 The Purchaser(s) hereby agree/s that in case the Purchaser(s) fail/s to respond and/or neglect/s to take possession of the Apartment/Flat within the aforementioned time as stipulated by the Owner/Developer and/or cancel / terminate this Agreement, then the Owner/Developer shall also be entitled to reserve his right to forfeit the entire amount/s received by the Owner/Developer towards the Apartment/ Flat along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Purchaser(s) further agree/s and acknowledge/s that the Owner/Developer’s obligation of delivering possession of the Apartment/ Flat shall come to an end on the expiry of the time as stipulated by the Owner/Developer and that subsequent to the same, the Owner/Developer shall not be responsible and/or liable for any obligation towards the Purchaser(s) for the possession of the Apartment/Flat.

16. OUTGOINGS

- 16.1 From the Possession Date, the Purchaser(s) shall be liable to bear and pay the proportionate share of outgoings 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, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building(s) (i.e. the said Project) and the Layout Property or part thereof.
- 16.2 Until the conveyance / lease of the structure to the Organization(s) as provided herein, the Purchaser(s) shall pay to the Owner/Developer such proportionate share of outgoings as may be

determined. The Purchaser(s) further agrees that till the Purchaser's/s' share is so determined, the Purchaser(s) shall pay to the Owner/Developer provisional monthly contribution as determined by the Owner/Developer from time to time. The amounts so paid by the Purchaser(s) to the Owner/Developer shall not carry any interest and remain with the Owner/Developer until the Purchaser(s) being made member of the Organization(s). On the Purchaser(s) being made member of the Organization(s), the balance amount of deposits shall be paid over by the Owner/Developer to the Organization(s). The Purchaser(s) undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise Interest as stated in this Agreement will be charged. The right of the Owner/Developer to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

17. DEFECT LIABILITY PERIOD

- 17.1 If the Purchaser brings to the notice of the Owner/Developer any structural defect in the Apartment/Flat/Building(s)/Wing(s) within such period as stipulated under the Relevant Laws, it shall wherever possible be rectified by the Owner/Developer without further charge to the Purchaser(s). However, Parties agree and confirm that the decision of the Owner/Developer's architect shall be final in deciding whether there is any actual structural defect in the Apartment/Flat / Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service. Further, Parties agree and confirm that any usage / maintenance carried out in a manner which is contrary to the Fit-Out Manual or failure to abide by the Fit-Out Manual shall absolve the Owner/Developer from their obligation under this Clause.
- 17.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17.1), the Owner/Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser(s) and the Purchaser(s) alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

18. FACILITY MANAGEMENT COMPANY

- 18.1 By executing this Agreement, the Purchaser(s) agree/s and consent/s to the appointment by the Owner/Developer of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Building (i.e. the said Project) together with other buildings and the Layout Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Owner/Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (i.e. the said Project) (including the Purchaser's proportionate share of the outgoings as provided under Clause 16 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser(s) hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Owner/Developer has or may have to enter into with the Facility Management Company. It is

further expressly understood that the Owner/Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser(s) and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building (i.e. the said Project) and/or common areas, amenities and facilities thereto.

- 18.2 The Purchaser(s) agree(s) to pay the necessary fees plus applicable taxes as may be determined by the Owner/Developer/Facility Management Company.
- 18.3 The Purchaser(s) further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Owner/Developer/ Facility Management Company, for the purposes of framing rules for management of the Building (i.e. the said Project) and use of the Apartment/Flat by the Purchaser(s) for ensuring safety and safeguarding the interest of the Owner/Developer/Facility Management Company and other purchasers of apartment(s)/flat(s)/premises/units in the Building (i.e. the said Project) and the Purchaser(s) also agree(s) and confirm(s) not to raise any disputes/claims against the Owner/Developer/Facility Management Company and other purchasers of apartment(s)/flat(s)/premises/units in this regard.

19. FIT OUT MANUAL

- 19.1 The Purchaser(s) agree(s) and undertake(s) that on receipt of possession, the Purchaser(s) shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Owner/Developer/association / apex body / apex bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of apartment(s)/flat(s)/premises/units in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment/Flat. Without prejudice to the aforesaid, if the Purchaser(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment/Flat or the Project / Layout Property, the Owner/Developer shall be entitled to call upon the Purchaser(s) to rectify the same and to restore the Apartment/Flat and/or Project / Layout Property to its original condition within 30 (thirty) days from the date of intimation by the Owner/Developer in that behalf. If the Purchaser(s) does not rectify the breach within the such period of 30 (thirty) days, the Owner/Developer may carry out such necessary rectification/restoration (on behalf of the Purchaser(s)) and all such costs/charges and expenses incurred by the Owner/Developer shall be reimbursed by the Purchaser(s). If the Purchaser(s) fail(s) to reimburse to the Owner/Developer any such costs/charges and expenses within 7 (seven) days of demand by the Owner/Developer, the same would be deemed to be a charge on the Apartment/Flat. The Purchaser(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Owner/Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Owner/Developer or which the Owner/Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment/Flat or the Building (i.e. the said Project) / Layout Property and (ii) for all costs and expenses incurred by the Owner/Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment/Flat or the Building (i.e. the said Project) / Layout Property.

19.2 Upon the possession of the Apartment/Flat being delivered to the Purchaser(s), the Purchaser(s) shall be deemed to have granted a license to the Owner/Developer, its engineers, workmen, labourers or architects to enter upon the Apartment/Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building (i.e. the said Project) / Layout Property or if necessary any part of the Apartment/Flat provided the Apartment/Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser(s) or his agents and the Purchaser(s) shall reimburse and/or pay to the Owner/Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser(s) or his agents. The Owner/Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser(s) on account of entry to the Apartment/Flat as aforesaid. If the Apartment/Flat is closed and in the opinion of the Owner/Developer any rectification or restoration is necessary in the interest of the Building (i.e. the said Project) and/or purchasers therein, the Purchaser(s) consent(s) to the Owner/Developer to break open the lock on the main door/entrance of the Apartment/Flat and the Owner/Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser(s) on account of such entry into the Apartment/Flat.

20. FOREIGN EXCHANGE MANAGEMENT ACT

The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Apartment/Flat are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Purchaser(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Owner/Developer with such permission/approvals/no objections to enable the Owner/Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser(s) shall be the sole responsibility of the Purchaser(s). The Owner/Developer accepts no responsibility in this regard and the Purchaser(s) shall keep the Owner/Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) to intimate in writing to the Owner/Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

21. ANTI-MONEY LAUNDERING

21.1 The Purchaser(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser(s) under this Agreement towards the said Apartment/Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).

- 21.2 The Purchaser(s) further declare(s) and authorize(s) the Owner/Developer to give personal information of the Purchaser(s) to any statutory authority as may be required from time to time. The Purchaser(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- 21.3 The Purchaser(s) further agree(s) and confirm(s) that in case the Owner/Developer becomes aware and/or in case the Owner/Developer is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Owner/Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination, the Purchaser(s) shall not have any right, title or interest in the said Apartment/Flat neither have any claim/demand against the Owner/Developer, which the Purchaser(s) hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser(s) shall be refunded by the Owner/Developer to the Purchaser(s) in accordance with the terms of this Agreement for Sale only after the Purchaser(s) furnishing to the Owner/Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser(s).

22. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER

The Owner/Developer hereby represents and warrants to the Purchaser(s) to the best of its knowledge as on date as follows:-

- 22.1 The Owner/Developer has clear and marketable title with respect to the Project as stated in the title report annexed to this agreement and has the requisite rights to develop the Project and also has actual physical and legal possession of the Layout Property for the implementation of the Project;
- 22.2 The Owner/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- 22.3 There are no encumbrances upon the Apartment/ Flat or the Project;
- 22.4 Save and except as stated in the Recitals hereinabove, there are no litigations pending before any Court of law with respect to the Project;
- 22.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project obtained till date are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Owner/Developer has been and shall, at all times, remain to be in compliance with the Relevant Laws;
- 22.6 The Owner/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Apartment/Flat to the Purchaser(s) obtain from the concerned local authority occupancy certificate in respect of the Apartment/Flat.

- 22.7 The Owner/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- 22.8 The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project and the Apartment/Flat which will, in any manner, adversely affects the rights of Purchaser(s) under this Agreement;
- 22.9 The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the Apartment/Flat to the Purchaser(s) in the manner contemplated in this Agreement;
- 22.10 At the time of execution of the conveyance / lease of the Layout Property in favour of the Apex Body, the Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure/ to the Apex Body;
- 22.11 The Owner/Developer has duly paid and shall continue to pay and discharge 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 Project to the competent authorities;
- 22.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received or served upon the Owner/Developer in respect of the Project.

23. OBLIGATIONS, COVENANTS, REPRESENTATIONS OF PURCHASER(S)

The Purchaser(s) or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat may come, hereby covenants, represents with the Owner/Developer as follows :-

- 23.1 To maintain the Apartment/Flat at the Purchaser's/s' own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
- 23.2 Not to store in the Apartment/Flat 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 Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the Building in which the Apartment/Flat is situated and in case any damage is caused to the Building in which the Apartment/Flat is situated

or the Apartment/Flat on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.

- 23.3 To abide by the Fit-out Manual and to carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Owner/Developer to the Purchaser(s) and shall not do or suffer to be done anything in or to the Building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 23.4 abide by the Fit-out Manual and not to demolish or cause to be demolished the Apartment/Flat 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 Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated nor shall demand partition of the Purchaser's interest in the Apartment/Flat and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Apartment/Flat without the prior written permission of the Owner/Developer and/or the Organization(s).
- 23.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Layout Property / Project in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 23.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the Layout Property and/or the compound or any portion of the Building (i.e. the said Project) in which the Apartment/Flat is situated.
- 23.7 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 authority, on account of change of user of the Apartment/Flat by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- 23.8 In the event of there being any dispute and/or litigation in respect of any tax or levy payable for the said Apartment/Flat arising out of the applicability and/or interpretation of any statute, then in that event, the Purchaser(s) shall be bound to deposit the disputed amount in an Escrow Account to be maintained by the Owner/Developer, subject to the final determination of such dispute. The Purchaser(s) agree/s that he / she/ they will enter into a separate escrow agreement for the aforesaid purpose. The non-deposit by the Purchaser(s) of this amount shall be deemed to be a breach of the agreement and the Purchaser(s) shall be liable and /or responsible for all the consequences arising there from. In the event of it being found that no such tax is payable, then the amount so deposited in the escrow account shall be refunded to the Purchaser(s);

- 23.9 Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/flat(s)/premises/units in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- 23.10 Pay to the Owner/Developer, within 7 (seven) working days of demand, by the Owner/Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Apartment/Flat or Building(s)/Wing(s);
- 23.11 Permit the Owner/Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Apartment/Flat or any part thereof, to view and examine the state and condition thereof or to repair the same;
- 23.12 The Owner/Developer are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Project / Layout Property in the manner deemed fit by the Owner/Developer and the Purchaser(s) unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser(s) acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 23.13 Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Apartment/Flat/s in the Building, without the prior written permission of the Owner/Developer/Organization(s)/concerned authorities;
- 23.14 The Purchaser(s) hereby agree/s and confirm/s that the Owner/Developer shall provide / reserve the Car Parking Spaces, as required under applicable laws, in the said Property or anywhere in the Layout Property. The location of the Car Parking Spaces shall be finalised by the Owner/Developer at the time of handing over possession of the said Apartment/Flat. The Purchaser(s) is/are aware that the said Car Parking Spaces is without consideration however the Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Spaces by the Owner/Developer and/or the organizations to be formed by all the purchasers of flats and/or the Organizations and shall pay such outgoings in respect of the said Car Parking Spaces as may be levied. The Purchaser(s) herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Owner/Developer for other Purchaser(s) and accepts the designation of the Car Parking Spaces allotted to the Purchaser(s) herein;
- 23.15 The Purchaser(s) herein agree/s and confirm/s that Car Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Car Parking Spaces. The Purchaser(s) shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Owner/Developer;
- 23.16 Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building (i.e. the said Project) / Layout Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and

- 23.17 Not to change exterior elevation or the outlay of the Building and not to fix any grill to the Apartment/Flat, Building or windows except in accordance with the design approved by the Owners/Developers;
- 23.18 After the Possession Date, the Purchaser(s) may insure the Apartment/Flat from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Owner/Developer shall not be responsible for any loss/damage suffered thereafter.
- 23.19 The Purchaser(s) and/or the Owner/Developer shall present this Agreement as well as the conveyance / lease and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- 23.20 The Purchaser(s) shall be entitled to transfer the said Apartment/Flat only in accordance with the provisions of Clause 27 herein.
- 23.21 The Purchaser(s) shall observe and perform all the rules and regulations which the Organization(s) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Organization(s) regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 23.22 Till a conveyance / lease of the Layout Property is executed in favour of the Apex Body, the Purchaser(s) shall permit the Owner/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building (i.e. the said Project) or any part thereof to view and examine the state and condition thereof.
- 23.23 Till a conveyance / lease of the Layout Property is executed in favour of the Apex Body, the Purchaser(s) shall permit the Owner/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project or any part thereof to view and examine the state and condition thereof.
- 23.24 The Purchaser(s) agree(s) to use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of residence only.
- 23.25 It is agreed between the Parties that the Owner/Developer shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by MCGM in respect of the said Project / Larger Property to utilize entire FSI / TDR and/or development rights in respect thereof and for that purpose to submit / revise / amend plans or proposals as the Owner/Developer may deem fit, without the consent of the Purchaser(s). It is further agreed that the Owner/Developer in its absolute

discretion shall be entitled to locate or provide in the said Building (i.e. the said Project) any additional floor or floors and use the same for such purpose or purposes as the Owner/Developer may desire without reference or recourse to the Purchaser(s) or the said Organization(s) at the discretion/option of the Owner/Developer time to time.

- 23.26 The Purchaser(s) hereby expressly consents to the Owner/Developer re-design the said Building or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Owner/Developer may desire to realign and re-design and if the said Building in which the Purchaser(s) has/have agreed to acquire the said Apartment/Flat is completed earlier than other building/s structures, then the Purchaser(s) confirms that the Owner/Developer will be entitled to utilise any FSI / TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Project / Larger Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Owner/Developer, and all the premises etc. are sold, and the amount or amounts receivable by the Owner/Developer is/are duly received by the Owner/Developer and all the obligations required to be carried out by the Purchaser(s) herein and the Purchaser(s) of premises are fulfilled by them, the Owner/Developer shall not be bound and shall not be called upon or required to form any such said Organization(s) as the case may be and the Purchaser(s) agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.
- 23.27 It is agreed, confirmed and covenanted by the Purchaser(s) that the Owner/Developer shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building (i.e. the said Project) and/or the said Layout Property and/or get the Layout Property sub-divided into small portions or parts or amalgamate the same with any other property or properties without the consent of the Purchaser and the Purchaser(s) shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Purchaser(s) shall not be entitled to nor shall he/she/they demand sub-division of the said Larger Property or be entitled to any FSI exceeding the FSI used and consumed in the said Building out of any FSI available now or in future and that the Purchaser(s) and/or the said Organization(s) shall not be entitled to put up any further or additional construction on the said Building exceeding the FSI consumed therein at the time of lease or conveyance to be executed in favour of Organization(s) or for any reason whatsoever.
- 23.28 The Purchaser(s) hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser(s) has/have not relied on the same for his/her/their/its decision to acquire Apartment/Flat in the Phase and also acknowledges that the Purchaser(s) has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

- 23.29 The Purchaser(s) undertakes that the Purchaser(s) has/have taken the decision to purchase the Apartment / Flat in the Phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser(s) by the Owner/Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- 23.30 Save and except the information / disclosure contained herein the Purchaser(s) confirm/s and undertake/s to not to any make any claim against Owner/Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Purchaser(s) by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- 23.31 The Purchaser(s) agrees and undertakes that the Owner/Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment/Flat and/or Car Parking Spaces by concerned authorities due to non-payment by the Purchaser(s) or any other apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- 23.32 The Purchaser(s) hereby confirms/confirm that he/she/it/they has/have examined and accepted the building plans including the common areas, amenities & facilities more particularly mentioned in Recitals above and that the Purchaser(s) hereby accords/accord his/her/its/their irrevocable and informed consent specifically for the aforesaid revisions in the building plans including its common areas, amenities & facilities as required under Relevant Laws including the Maharashtra Regional Town Planning Act, 1966 ("MRTP Act") and the DC Regulations. The Purchaser(s) hereby consents/consent, agrees/agree and undertakes/undertake that he/she/it/they shall not raise any objection, claim or dispute against the Owner/Developer for carrying out the aforesaid revisions whatsoever and also agrees and undertakes/undertake to extend all necessary co-operation to the Owner/Developer for making aforesaid revisions.

24. REPRESENTATIONS BY THIRD PARTIES

The Purchaser(s) acknowledge(s), agree(s) and undertake(s) that the Purchaser shall neither hold the Owner/Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Purchaser(s) nor make any claims/demands on the Owner/Developer or any of its sister concerns/ affiliates with respect thereto.

25. RIGHTS OF THE OWNER/DEVELOPER

25.1 Right of way and means of access

25.1.1 The Owner/Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access in the Project and any common rights of ways with the authority to grant such rights to the Purchaser(s) and/or users of apartment(s)/flat(s)/premises/units in the Building (.e. the said Project) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor

rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated in the Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Building (i.e. the said Project) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser(s) /other occupants of apartment(s)/flat(s)/premises/units in Building (i.e. the said Project) till such time the Layout Property is handed over to the Organization(s).

25.1.2 Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartment/Flat to be executed in respect of the sale/transfer of apartment(s)/flat(s)/premises/units in the Building (i.e. the said Project). The Purchaser(s) hereby expressly consents to the same.

25.2 Hoarding rights:

The Purchaser(s) hereby consents that the Owner/Developer may and shall always continue to have the right to place/erect hoarding/s on the Building (i.e. the said Project) or anywhere on the said Layout Property, of such nature and in such form as the Owner/Developer may deem fit and the Owner/Developer shall deal with such hoarding spaces as its sole discretion and the Purchaser(s) agree/s not to dispute or object to the same. The Owner/Developer shall not be liable to pay any fees / charges to the Organization(s) for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Owner/Developer and/or by the transferee (if any).

25.3 Retention:

The Owner/Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ Apartment/Flats in the Project which may be subject to different terms of use, including as a guest house / corporate Apartment/Flats, as may be under the Relevant Laws and the Purchaser(s) give/s his/her/their/its unequivocal consent for the aforesaid.

25.4 Unsold apartment/flat:

25.4.1 All unsold and/or unallotted apartment(s)/flat(s)/premises/units, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building (i.e. the said Project) shall always belong to and remain the property of the Owner/Developer at all times and the Owner/Developer shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Owner/Developer may deem necessary.

25.4.2 The Owner/Developer shall without any reference to the Purchaser(s) or the Building Organization, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Owner/Developer shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/flat(s)/premises/units

in the Building (i.e. the said Project) on terms and conditions decided by the Owner/Developer in its sole discretion and shall without any delay or demur enroll the new Purchaser(s) as member/s of the Building Organization. The Purchaser(s) and / or the Building Organization shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Owner/Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Building Organization.

25.5 Basement/Podiums:

The Purchaser(s) hereby consents to the Owner/Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Owner/Developer. The Owner/Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Phase.

25.6 Assignment

The Owner/Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, the Project / Layout Project and/or its rights and obligations in respect of the Project / Layout Project in accordance with Relevant Laws without requiring any consent of the Purchaser(s). On such transfer, the assignee or transferee of the Owner/Developer shall be bound by the terms and conditions herein contained.

25.7 FSI and Additional Construction

25.7.1 The Purchaser(s) acknowledge(s) that the Owner/Developer alone is entitled to utilize and deal with all the development potential of the Layout Property including the existing and future FSI and /or TDR as more particularly provided in Clause 12 hereinabove.

25.7.2 The Purchaser hereby consents that the Owner/Developer shall be entitled to construct any additional area/structures in the Project as the Owner/Developer may deem fit and proper and the Owner/Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Purchaser(s) and/or the Organization(s), upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Purchaser(s) agrees not to dispute or object to the same. The right hereby reserved shall be available to the Owner/Developer until the complete optimization of the Layout Project.

25.7.3 The Purchaser(s) hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Owner/Developer to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose of the said Project and/or the Larger Property and/or all other unsold flats/units/shops and car parks and portion or portions of the said Building and/or the said Layout Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, and all recreational facilities in the manner deemed fit by the Owner/Developer without any consent or concurrence of the Purchaser(s) or any other person and at the sole discretion of the Owner/Developer.

25.8 **Mortgage & Security:-**

25.8.1 The Owner/Developer has raised finance from Bharat Co-operative Bank Limited for the purposes of construction of Wing C of the Layout Project and for import of raw material for Wing B of the Layout Project, and to secure the same, have created a mortgage / charge in respect of the (i) part of the land appurtenant to Wing C and Common Amenities and Facilities in the said Layout Property, (ii) unsold apartments/flats in the Wing C of the Layout Project (excluding the said Project), (iii) Receivables in respect of the apartments/flats in the Wing C of the Layout Project (excluding the said Project), and (iv) lien on the materials imported by way of Letter of Credit. It is hereby clarified that the aforesaid loan is for construction of Wing C of the Layout Property and not for the said Project, and no mortgage / charge / security has been created on any part or portion of the said Project / Building.

25.8.2 The Owner/Developer if it so desires shall be entitled to create further security on the said Building (i.e. the said Project) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Apartment/Flat allotted hereunder without requiring any consent of the Purchaser(s). The Owner/Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Apartment/Flat, provided the Owner/Developer shall be the principal debtor and it shall be the sole responsibility of the Owner/Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Project in favour of the Building Organization without requiring any consent of the Purchaser(s). The Purchaser(s) hereby gives express consent to the Owner/Developer to raise such financial facilities against security of the said Building (i.e. the said Project) and mortgage the same with banks/financial institutions as aforesaid, save and except the Apartment/Flat agreed to be transferred hereunder.

26. **TERMINATION OF THE AGREEMENT AND CONSEQUENCES THEREOF**

This Agreement may be terminated in the following ways:

26.1 **Termination by the Purchaser(s):**

26.1.1 **Delay by the Owner/Developer in handing over the Apartment/Flat on the Due Date:**

- (i) Subject to Clause 14.1 hereinabove, if the Purchaser(s) intends to terminate this Agreement or withdraw from the Project, then on termination of this Agreement by the Purchaser(s), the Owner/Developer shall, within a period of 45 days from date of termination, refund the amounts received from the Purchaser(s) (except the amounts towards Service Tax/ VAT/ GST and other taxes and duties) along with applicable Interest thereon. The Purchaser(s) shall, simultaneous to the refund of the aforesaid amounts, execute and register a deed of cancellation or such other document ("**Deed of Cancellation**") as may be called upon to do so, failing which the Owner/Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser(s) and the Purchaser(s) hereby acknowledges and confirms. The Purchaser(s) shall not have any

right, title, interest, claim, demand and/or dispute against the Owner/Developer and/or in respect of the said Flat or any part thereof, in any manner whatsoever, and the Owner/Developers shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Owner/Developers may deem fit. Further, upon such cancellation, the Purchaser(s) shall not have any right, title and/or interest in the Apartment/Flat and/or Car Parking Spaces and/or the Project and the Purchaser(s) waives his/her/their/its right to claim and/or dispute against the Owner/Developer in any manner whatsoever. The Purchaser(s) acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

- (ii) The Purchaser(s) agree, confirm and acknowledge that the amounts payable as stated in sub-clause (i) aforesaid constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Purchaser(s) and neither the Purchaser(s) nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever.
- (iii) The Purchaser(s) agree that the refund of the payment and the damages mentioned in this Agreement constitutes the Purchaser(s)' sole remedy in such circumstances and the Purchaser(s) foregoes any and all his/her/their rights to claim against the Owner/Developer either for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

26.1.2 Termination by the Purchaser(s) before the Due Date:

- (i) In the event, the Purchaser(s) intends to terminate this Agreement at any time prior to the Due Date for any reason other than as stated in Clause 26.1.1 above, then the Purchaser(s) shall give a prior written notice ("**Notice**") of 15 (fifteen) working days to the Owner/Developer expressing his/her/its intention to terminate this Agreement. The Purchaser(s) shall also return all documents (in original) with regards to this transaction to the Owner/Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Owner/Developer, this Clause shall be dealt with in accordance with Clause 26.2.1 hereinbelow.
- (ii) If the Purchaser(s) has/have availed loan from financial institutions, banks or other institutions against the security of the said Apartment/Flat then, the Purchaser(s) shall clear the mortgage debt outstanding at the time of such termination. The Purchaser(s), at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser(s) has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no dues certificate from the financial institution, banks, etc., the Purchaser(s) shall become entitled to the refund of the amount (if any). In any event, the Owner/Developer shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser(s) from the balance amount standing to the credit of the Purchaser(s) with the Owner/Developer (if any) towards the said Apartment/Flat (paid by him/her/them

to the Owner/Developers towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Apartment/Flat.

- (iii) All the aforesaid rights and/or remedies of the Owner/Developer are cumulative and without prejudice to one another.
- (iv) It is expressly agreed that the right of the Purchaser(s) under this Agreement or otherwise shall always be restricted to the said Apartment/Flat only, and such right will accrue to the Purchaser(s) only on the Purchaser(s) making payment of all the amounts to the Owner/Developer strictly in accordance with this Agreement and only on the Purchaser(s) performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.

26.2 Termination by the Owner/Developer

26.2.1 Default by Purchaser(s):

- (i) In the event if the Purchaser(s) fails or neglects to (i) make the payment of the Total Consideration in installments and taxes and Other Charges in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser(s) as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, and/or any other writing and/or the terms and conditions of layout, and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.; (iii) If the representation, declarations and/or warranties etc. made by the Purchaser(s) in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser(s) is untrue or false; (iv) If the Purchaser(s) has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up; (v) If the Purchaser(s) is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months; (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser(s) or in respect of all or any of the assets and/or properties of the Purchaser(s); and/or (vii) If the Purchaser(s) have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser(s) involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them, the Owner/Developer shall be entitled, without prejudice to other rights and remedies available to the Owner/Developer including charging of Interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser(s), to cancel/terminate the transaction.
- (ii) In case the Purchaser(s) fails to rectify the default within the aforesaid period of 15 days then the Owner/Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Owner/Developer's

policy and (e) all taxes paid by the Owner/Developer to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser(s) has opted for subvention plan) which the Owner/Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Owner/Developer to the bank, (collectively referred to as the “**Non-Refundable Amount**”). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser(s) executing and registering the deed of cancellation or such other document (“**Deed of Cancellation**”) within 30 (thirty) days of termination notice by the Owner/Developer, failing which the Owner/Developer shall be entitled to proceed to execute /register the Deed of Cancellation with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser(s) and the Purchaser(s) hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Owner/Developer's right to forfeit and refund the balance amounts to the Purchaser(s) and the Owner/Developer's right to sell/transfer the Apartment/Flat including but not limited to the reserved Car Parking Spaces to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Purchaser(s) shall not have any right, title and/or interest in the Apartment/Flat and/or Car Parking Spaces and/or the Project and the Purchaser(s) waives his/her/their/its right to claim and/or dispute against the Owner/Developer in any manner whatsoever. The Purchaser(s) acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

- (iii) All the aforesaid rights and/or remedies of the Owner/Developer are cumulative and without prejudice to one another.

27. TRANSFER

Only after payment of minimum 50% (fifty) percent of the Total Consideration by the Purchaser(s), the Purchaser(s) may transfer his rights, title and interest in the Apartment/Flat under this Agreement to any third person / entity after obtaining prior written consent of the Owner/Developer. Any such transfer by the Purchaser(s) shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Purchaser(s) submitting documentary proof as may be required by the Owner/Developer, payment of the monies due and payable by the Purchaser(s) under this Agreement and payment of applicable transfer / administrative fee of Rs._____/ - (Rupees _____only) per square meter plus taxes as applicable on the Carpet Area of the Apartment/Flat to the Owner/Developer. Further, the Owner/Developer reserves the right to allow such transfer at its sole discretion. On such transfer being recorded / endorsed by the Owner/Developer, Purchaser(s) along with third party transferee shall execute a Deed of Adherence to this Agreement and furnish requisite undertakings and indemnities, as may be required by the Owner/Developer, to abide by all the terms and conditions of this Agreement. The Purchaser(s) shall solely be liable and responsible for

all legal and other consequences and liabilities that may arise as a result of such transfer/ assignment.

28. INDEMNIFICATION BY THE PURCHASER(S)

The Purchaser(s) shall indemnify and keep indemnified the Owner/Developer and hold the Owner/Developer and their partners, directors, managers, employees, agents and affiliates harmless against all actions, suits, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Owner/Developer under this Agreement; (b) any breach and/or default by the Purchaser(s) in the performance of any and/or all of his/its obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Apartment/Flat and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser(s) or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Apartment/Flat.

29. BRAND NAME & PROJECT AND LAYOUT PROJECT NAME

- 29.1 It is agreed by the Purchaser(s) that the name of the said Project shall be “**Sunrise Charkop B-Wing**” and the name of the Layout Project shall be “ **Sunrise Charkop**” and the name of the individual Project / phase(s) / Building(s) may be changed at the sole discretion of Owner/Developer and the Purchaser(s) shall not be entitled to raise any objection to the same.
- 29.2 The Purchaser(s) and the Organization(s) of the Apartment/Flat purchasers shall not be entitled to change the name of the Project / Building/s.

30. APPOINTMENT OF VENDORS FOR INTERNET AND CABLE FACILITY

The Owner/Developer has informed the Purchaser(s) and the Purchaser(s) is/are aware & agree that in order to provide a common and better quality service the Owner/Developer shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Building (i.e. the said Project). The aforesaid rights are retained by the Owner/Developer to itself permanently and the Owner/Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Owner/Developer may determine save and unless the Owner/Developer relinquish the said rights. The consideration received for such assignment shall belong to the Owner/Developer alone. In view thereof, the Purchaser(s) and /or other occupants of apartment(s)/flat(s)/premises/units in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Owner/Developer or the assignee(s) of the Owner/Developer save and except in case of relinquishment as aforesaid. The Purchaser(s) and/or occupants of apartment(s)/flat(s)/premises/units in the Building and/or the Organization(s) shall pay the charges (including deposits) as may be charged by the Owner/Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the

equipment thereof and shall not be entitled to charge the Owner/Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

31. RIGHT OF PURCHASER(S) TO THE APARTMENT/FLAT AND COMMON AREAS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flats or of the said Project or any part thereof. The Purchaser(s) shall have no claim save and except in respect of the Apartment/Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner/Developer until the execution of the conveyance / lease of the Project / Layout Property and Common Areas and Facilities to the Organizations(s), respectively, as hereinbefore mentioned.

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

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the Carpet Area of the Apartment/Flat to the carpet area of all the apartment(s)/flat(s) in the Project.

33. DISPUTE RESOLUTION

Any dispute between the Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the concerned authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. 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 Mumbai courts will have the exclusive jurisdiction for this Agreement.

35. MISCELLANEOUS

35.1 Notices

35.1.1 Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party:

To the Purchaser:

Name: MR. _____

Address: _____

E-mail ID: _____

To the Owner/Developer:

Name: DHAVAL DEVELOPERS

Address: 401, Centre Point Premises Co-Op. Soc. Ltd.,
Junction of S. V. Road and Juhu Tara Road,
Santacruz (W), Mumbai – 400 054.

E-mail ID: mail@dhavaldevelopers.com

35.1.2 In case of more than one Purchaser(s), default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser(s) onto the above mentioned address or any address later notified by the first mentioned Purchaser(s) and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser(s) and the same shall fully and effectively discharge the Owner/Developer of its obligation in this regard.

35.1.3 In case of change of address of the Purchaser(s), the same shall be informed to the Owner/Developer well in advance by the Purchaser(s).

35.2 Satisfied with the Owner's/Developer's title

On demand from the Purchaser(s), the Owner/Developer has given inspection to the Purchaser(s) of all the documents of title relating, inter alia, to the Project and the layout Property including all documents mentioned in the recitals herein, and the plans, designs and specifications prepared by the Owner/Developer's Architects and of such other documents as are specified under RERA and RERA Rules. The Purchaser(s) is/are fully satisfied with the title of the Owner/Developer to the Project and the layout Property hereby accepts the title of the Owner/Developer and agrees not to further investigate or raise any further or other requisition or objection to the same. The Purchaser(s) hereby declare/s that he/she/they/it has entered into this Agreement, after having taken, investigated and after being fully satisfied with respect to the title as aforesaid and after having taken independent legal advice and has gone through this Agreement and all the documents relating to the Project and has expressly understood the contents, terms and conditions of the same and the Owner/Developer has entered into this Agreement with the Purchaser(s) relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Purchaser(s) hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Owner/Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

35.3 Provisions of this Agreement applicable to the Purchaser(s) / subsequent Purchaser(s)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be

applicable to and enforceable against any subsequent Purchaser(s) of the Apartment/Flat, in case of a transfer, as the said obligations go along with the Apartment/Flat for all intents and purposes.

35.4 Joint Purchaser(s)

If there is more than one Purchaser(s) named in this Agreement, all obligations hereunder of such Purchaser(s) shall be joint and several. Further, in case there are Joint Purchaser(s) all communications shall be sent by the Owner/Developer to the Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser(s).

35.5 Binding effect

Executing this Agreement with the Purchaser(s) by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer until the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser(s).

35.6 Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Owner/Developer and/or its agents to the Purchaser(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

35.7 Severability

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

35.8 Waiver

Any failure or delay tolerated or indulgence shown by the Owner/Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser(s) by the Owner/Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Owner/Developer of any breach, violation, non-performance or non-compliance by the Purchaser(s) of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Owner/Developer.

35.9 Further assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

35.10 Place of execution

The execution of this Agreement shall be complete only upon its execution by the Purchaser(s) and the Owner/Developer through its authorized signatory of the Owner/Developer at the Owner/Developer's Office and simultaneously with the execution of the said Agreement and shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Mumbai.

35.11 Present for registration

The Purchaser(s) and/or Owner/Developer shall present this Agreement as well as the conveyance/ lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owner/Developer will attend such office and admit execution thereof.

35.12 Stamp duty and Registration charges

All costs, charges and expenses, including stamp duty and registration charges of this Agreement and/or any other writing or documents in furtherance of this Agreement shall be borne and paid by the Purchaser(s) alone. If any stamp duty over and above the stamp duty already paid on this Agreement, including the penalty, if any, is required to be paid or is claimed by the Superintendent of Stamps/Collector of Stamps or concerned authority, the same shall be borne and paid by the Purchaser(s) alone. The Owner/Developer shall not be liable to contribute anything towards the same nor shall the Purchaser(s) hold the Owner/Developer liable and/or responsible towards the said liability. The Purchaser(s) shall indemnify the Owner/Developer against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any, to the extent of the loss or damage that may be suffered by the Owner/Developer. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Owner/Developer in consequences of any legal proceeding that may be instituted by the authorities concerned against the Owner/Developer or vice versa for non-payment and/or under payment of stamp duty by the Purchaser(s).

FIRST SCHEDULE

("Layout Property")

ALL THAT piece or parcel of land being R Zone Reservation comprising of CTS nos. 5, 6A/1, 7/A, 8A, 8B, 9A, 9B, 10, 11A/1, 11B, 12A/1, 17A, 17B, 18A & 18B and admeasuring 10,822.47 sq. mtrs. approximately out of the said Larger Property, situate, lying and being at Village Charkop, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows: -

On or towards the North : by property bearing C.T.S. Nos. 3A/1 & 3A/2/170;

On or towards the East : by property bearing C.T.S. Nos. 3A/2/170,
3A/2/230, 3A/2/231, 3B and 50;

On or towards the West : by property bearing C.T.S. Nos. 3A/1, 6B, 6A/2, 7B,
12A/2, 12B, 11A/2, 15, 25 and 19;

On or towards the South : by property bearing C.T.S. Nos. 45B, 19, 25, 15, 11A/2,
12B, 6A/2 & 50.

SECOND SCHEDULE

[Details of Apartment/Flat]

a residential Apartment/ Flat No. [-] admeasuring [-] square meters (**Carpet Area**), on [-] floor in B-Wing Sunrise Charkop comprising of Ground and First Level as Podium, Second floor as stilt, and 20 habitable floors from the third level onwards constructed / being constructed in the said Project / Phase ("**Building**"), together with [-] independent covered parking space(s) situated in the basement/podium/stilt ("**Car Park(s)**").

THIRD SCHEDULE

[Details of Fixtures & Fittings of Apartment/Flat]

List of Amenities:

1. FRD Main Door.
2. Vitrified flooring in bedrooms, living room and kitchen.
3. POP finished luster plastic painted walls.
4. UPVC sliding windows.
5. 3 phase supply in each flat with distribution boards and latest life saving electrical safety features like MCB and ELCB.
6. Provision for Cable T.V. point and Telephone point.
7. Concealed copper wiring with modular switches.
8. Provision for AC point in living room and bedrooms.
9. Granite cooking platform with S.S. sink and exhaust fan in the kitchen.
10. Dado tiles above kitchen platform up to 600 mm.
11. Provision for electrical point washing machine, refrigerator and microwave.
12. Concealed plumbing & wiring inside flat.
13. Ceramic tile flooring and up to beam bottom level height dado tiles in bathrooms.
14. Standard sanitary ware & bathroom fitting, boiler and exhaust fans in bathrooms.

15. Centralized Video Door Phone Security System.

Note: The promoters reserve the right to alter the specifications or features without prior notice or obligation.

FOURTH SCHEDULE

[Details of Fixtures & Fittings of Building/Project]

Common Area & Facilities:

1. Area of Entrance Lobby.
2. Area of Porch & Open Space Area (excluding Open Space Parking Area).
3. Area of Lift, Lobby & Passage.
4. Area of Stair Case (including Landing, Midlanding & Passage of Stair Case).
5. Security Cabin.
6. Electrical Meter Cabin.
7. Lift Machine Room.
8. Society Office.

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

SIGNED AND DELIVERED BY)
the withinnamed "THE DEVELOPERS/
OWNERS")
M/S. DHAVAL DEVELOPERS – By)
its member SHRI. SANJAY K. PAREKH)
authorised in pursuance of a Resolution)
of the Board of Managing Committee)
Members passed in that behalf on the)
2nd day of May, 2013,)

WITNESSES:

Name _____
Signature _____

Name _____
Signature _____

SIGNED AND DELIVERED BY)
the withinnamed "THE PURCHASERS")
Mr. _____)
)
)
)
)
)
Mrs. _____)
)
)
)
)

WITNESSES:

Name _____
Signature _____

Name _____
Signature _____

RECIEPT

A) Received from within named Purchaser/s, a sum of **Rs.** _____ **/-** (Rupees _____
_____ Only) being part payment of the Total Consideration payable in terms of
this Agreement as described in Table below.

Sr. No.	Ch. No./ Pay Order No.	Date	Name of the Bank & Branch	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
			Total	

We say received.

B) Received from within named Purchaser/s, a sum of **Rs.** _____/- (Rupees _____
_____Only) being part payment of the GST on Consideration paid in terms of
this Agreement as described in Table below.

Sr. No.	Ch. No./ Pay Order No.	Date	Name of the Bank & Branch	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			Total	

We say received.

#####

DATED THIS ____ DAY OF [·], [·]

#####

BETWEEN

M/S. DHAVAL DEVELOPERS (AOP)
... THE OWNER/DEVELOPERS

AND

MR. [·]
... THE FLAT PURCHASERS

AGREEMENT FOR SALE OF FLAT

SUNRISE – CHARKOP FLAT NO. B [·]
(OWNER/DEVELOPERS AND FLAT PURCHASERS]

Unadkat & Co.
Law Offices,
407, Rustomjee Sangam,
S. V. Road, Santacruz (West),
Mumbai 400 054.
manthan@unadkatco.com