

APPLICATION

Booking Date: _____

Ref. No.: □□□□□□□□□□

(Should be printed in advance on all pages)

Thank you for choosing a Home at our Project at Andheri

Photo

1. DETAILS OF FIRST APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____/____/____
(Last name) (First name) (dd/mm/yy)

Permanent Address of First Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of First Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ MailingResidential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First ApplicantSignature of
Second ApplicantSignature of
Third ApplicantSignature of
Fourth Applicant

1

APPLICATION

Booking Date: _____

Ref. No.: □□□□□□□□□□

(Should be printed in advance on all pages)

Thank you for choosing a Home at our Project at Andheri

Photo

2. DETAILS OF SECOND

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____/____/____
(Last name) (First name) (dd/mm/yy)

Permanent Address of Second Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of Second Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ MailingResidential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First ApplicantSignature of
Second ApplicantSignature of
Third ApplicantSignature of
Fourth Applicant

2

APPLICATION

Booking Date: _____

Ref. No.: □□□□□□□□□□

(Should be printed in advance on all pages)

Thank you for choosing a Home at our Project at Andheri

Photo

3. DETAILS OF THIRD APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____/____/____
(Last name) (First name) (dd/mm/yy)

Permanent Address of Third Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of Third Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ MailingResidential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First ApplicantSignature of
Second ApplicantSignature of
Third ApplicantSignature of
Fourth Applicant

3

APPLICATION

Booking Date: _____

Ref. No.: □□□□□□□□□□

(Should be printed in advance on all pages)

Thank you for choosing a Home at our Project at Andheri

Photo

4. DETAILS OF FOURTH APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. _____ DOB: ____/____/____
(Last name) (First name) (dd/mm/yy)

Permanent Address of Fourth Applicant: _____

Post Code: _____ State: _____ Country: _____

Mailing Address of Fourth Applicant: _____

Post Code: _____ State: _____ Country: _____

Preferred address for all correspondence: ☐ Permanent ☐ MailingResidential Status: ☐ Resident Non-Resident Indian ☐ Foreign National of Indian Origin

Mobile No.: _____ Email Address: _____

Landline No.: _____ PAN/ AADHAR No.: _____ Nationality: _____

Occupation: ☐ Self-Employed ☐ Business Promoter ☐ Salaried Executive

Organisation Name: _____ Designation: _____

Organisation Address: _____

Post Code: _____ State: _____ Country: _____

Organisation Phone Numbers: _____

Other Details / Remarks: _____

Date: _____

Signature of
First ApplicantSignature of
Second ApplicantSignature of
Third ApplicantSignature of
Fourth Applicant

4

Ref. No.: □□□□□□□□□□

Thank you for choosing a Home at our Project at Andheri

4. . DETAILS OF COMPANY/ PARTNERSHIP FIRM

Name : _____

Registered Office:: _____

Post Code: _____ State: _____ Country: _____

Corporate Office: _____

Post Code: _____ State: _____ Country: _____

Taxpayer's Identification Number (TIN) No.: _____

Permanent Account Number (PAN) No.: _____

Date of Board Resolution / Authority Letter: _____ In favour of: _____

Email Address: _____

Contact No.: _____

Fax No.:

The Applicant(s), in case of a Company / Partnership Firm, shall provide the list of its existing shareholders / partners as on the date of signing this Application.

Name of Shareholders / Partners	% Holding
_____	_____
_____	_____
_____	_____
_____	_____

Name of Directors:: _____

Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

APPLICATION

4. DETAILS OF HOME APPLIED AT OUR PROJECT AT ANDHERI

Type : _____ Tower: _____ Floor: _____ Flat No.: _____

Carpet Area: _____ sq.ft. (exclusive of balconies) No. of Parking(s) Requested: _____ stack/podium/basement

_____ Sale Price: _____ (Excluding

tax) _____ (In words) Payment Plan: Annexure 1

5. SOURCE OF BOOKING

☐ Direct Please specify: _____

☐ Corporate Please specify: _____

☐ Referral Source Name: _____ Contact No.: _____

Project: _____ Contact No.: _____

☐ Channel Partner Name: _____ Contact No.: _____

Company: _____ RERA ID: _____ Email /ID _____



Source Signature: _____

6. APPLICATION MONEY DETAILS

1) Ref. No.: □□□□□□□□□□

2) Paid- _____

_____ (In words) towards the Application Money,

paid by vide Demand Draft / Pay Order / Cheque No.: _____ in favour
of _____ drawn on: _____ (bank name)

dated _____ / _____ / _____ from A/c. No.: _____
(dd/mm/yy)

A/c. name _____

3) Paid _____

_____ (In words) towards the GST on Application Money,

paid by vide Demand Draft / Pay Order / Cheque No.: _____ in favour of

[•] on: _____ (bank name) dated _____ / _____ / _____
(dd/mm/yy)

from A/c. No.: _____ A/c. name _____ (Last name) (First name)

for above Flat. _____ Date: _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

CHECKLIST

Ref. No.: _____

CHECK LIST FOR RECEIVING OFFICER

- ☐ Pay Order / Demand Draft / Cheque for Application Money.
- ☐ Applicant(s) signature on all pages of the Application at the places as specified.

1. FOR INDIVIDUAL

- ☐ Pan No. and Self attested copy of Pan Card / Form 16.
- ☐ Self attested copy of Address Proof: Driving License / Passport / Electricity Bill
- ☐ Voter's ID Card. One Passport Size Colour Photograph for each Applicant.
- ☐ Aadhar Card
- ☐ _____
- ☐ _____

2. FOR FOREIGN NATIONALS OF INDIAN ORIGIN

- ☐ Self attested copy of Passport - front and back.
- ☐ Proof of payment of funds from NRE / FCNR A/c, attested by bank.
- ☐ Self attested copy of PIO (Person of Indian Origin) Card.
- ☐ Self attested copy of OCI (Overseas Citizen of India) Card.
- ☐ One Passport Size Colour Photograph for each Applicant.
- ☐ _____
- ☐ _____

3. FOR NRI

- ☐ Self attested copy of Passport - front and back.
- ☐ Proof of payment of funds from NRE / NRO A/c, attested by bank.
- ☐ Self attested copy of Green Card.
- ☐ Self attested copy of Employment Card issued by the Employer.
- ☐ One Passport Size Colour Photograph for each Applicant.
- ☐ _____
- ☐ _____

4. FOR COMPANY

- ☐ Certified copy of Memorandum and Articles of Association.
- ☐ Certified copy of Board Resolution.
- ☐ Certified copy of Incorporation.
- ☐ Self attested copy of Pan Card.
- ☐ Self attested List of Shareholders and their percentage holding.
- ☐ Self attested List of Directors.
- ☐ _____
- ☐ _____

- ☐ Certified extract of Registration from Registrar of firms / Certificate of LLP.
- ☐ Self attested copy of Authorisation Letter / Power of Attorney from All Partners.
- ☐ Self attested copy of Pan Card.
- ☐ _____
- ☐ _____

Name of Sales Executive

Signature

VP Sales & Marketing

Director (Sales & Marketing)

CEO

Name of General Manager

Signature

TERMS AND CONDITIONS

1 Definitions:

1.1	Sale Price	: Rs. _____/- (Rupees Only)
1.2	Application Money	: Rs. _____/- (Rupees Only)
1.3	Earnest Money	: Rs. _____/- (Rupees Only) being 9.9% of the Sale Price (which amount is inclusive of the Application Money)
1.4	Promoter	: NEEPA REAL ESTATES PRIVATE LIMITED, a company incorporated and registered under the provisions of Companies Act, 1956 having its registered office at Hallmark Business Plaza, 12 th floor, Sant Dyaneshwar Marg, Near Guru Nanak Hospital, Kalanagar, Bandra (E), Mumbai – 400 051.
1.5	Other Charges	: Other Charges specified in the Annexure-2 annexed hereto.
1.6	Flat	: Flat No. _____ admeasuring _____ sq. mtr. carpet area (excluding balcony/ies) or thereabouts on the _____ habitable floor in the building/wing known as " _____ " ("said Building") forming part of project known as "Vasant Oasis" standing on Project Property as shown in red colour boundary line on the floor plan annexed and marked as Annexure "3" hereto. The Flat also has attached balcony/ies/dry balcony/ies having aggregate area admeasuring _____ sq. mtrs. as shown in red colour hatched lines on the floor plan annexed and marked as Annexure "3" hereto (hereinafter referred to as " Balcony ").
1.7	Car Parking	: _____ in still/basement/podium
1.8	Project Property	: All that piece and parcel of land bearing C.T.S. No. 345A/1 of Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban, in all admeasuring 56,161.54 sq. meters or thereabouts situate, lying and

		being at Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban District.
1.9	Vasant Oasis Project	: Residential cum commercial project known as "Vasant Oasis" standing on Project Property consisting of (i) 19 (nineteen) buildings/wings, each wing/building having common lower basement and upper basement with still/E-deck, first and second podium and premises for sale on upper levels and (ii) stand alone 20 th building having separate basement, podium, stilt and premises for sale on the upper level to be constructed on the Project Property.
1.10	RERA	: The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as " RERA Act ") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as " RERA Rules ").
1.11	Real Estate Project/Project	: Construction of the said Building to be constructed on a portion of the Vasant Oasis Project and shown in red colour hatched lines on the plan annexed and marked as Annexure "4" hereto. The layout of the said Building is a phase of the real estate project and as such is a project as provided under Section 3 of RERA Act read with RERA Rule.
1.11	Registration of Real Estate Project/Project	: The Promoter will register the Real Estate Project with the Real Estate Regulatory Authority under the provisions of Section 5 of RERA Act read with RERA Rules.

2 Application

2.1 This Application constitutes an offer by the Applicant(s) to acquire the Flat in the Project at or for the Sale Price together with the Other Charges.

3 NRI / Non Resident / Foreign National of Indian Origin / Foreign Nationals / Foreign Companies

3.1 The Applicant(s) agrees that in case the Applicant(s) is an NRI or Non-Resident / Foreign National of Indian Origin / Foreign Nationals / Foreign Companies, then in that event, the Applicant(s) shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules / guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of

immovable properties in India. In case, any such permission is refused or subsequently found lacking, by any statutory authority, the same shall constitute breach of the terms hereof.

4 Sale Price

4.1 The Applicant(s) shall make timely payment of the Sale Price as per the Payment Schedule specified in Annexure – 1 annexed hereto, time being of the essence. It shall be the obligation of the Applicant(s) to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law. The deduction of an amount made by the Applicant(s) on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to the Promoter, shall be acknowledged/credited by the Promoter only upon Applicant(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

4.2 This Application shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Application Money drawn in favour of "NEEPA REAL ESTATES PRIVATE LIMITED" and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of "NEEPA REAL ESTATES PRIVATE LIMITED" towards Goods and Service Tax ("GST").

4.3 The Promoter shall confirm the final carpet area of the Flat that has been agreed to be allotted to the Applicant/s only after construction of the Project is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the Flat, subject to variation cap of 3%. The Sale Price payable for the Flat shall be recalculated based on the carpet area of the Flat. If there is any reduction in carpet area of the Flat, then the Promoter shall refund the excess money paid by the Applicant/s within 45 (forty five) days together with interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate"). In the event of increase in carpet area of the Flat, the Applicant/s shall make the payment of such excess area in the immediate next installment of the Sale Price.

4.4 Notwithstanding anything contained in this Application or otherwise, in the event the cheque/s issued by the Applicant/s is/are bounced / not honoured by the banker/s of the Applicant/s then without prejudice to rights of the Promoter to claim interest on the amounts due and/or cancel and terminate this Application in the manner provided herein, the Applicant/s shall be liable to pay Rs.1000/- (Rupees One Thousand Only) plus GST, towards cheque/s bouncing charges for each incident of cheque bouncing.

5 Acceptance of Application

5.1 The Applicant shall submit the Application Form, duly filed in with all the details alongwith Application Money. The Applicant shall make the payment of balance amount of Earnest Money within 30 (thirty) days from the date hereof and the balance Sale Price as per Payment Schedule as contained in Annexure – 1 annexed hereto. It is clarified that this Application and / or the receipt of the Earnest Amount do not confer or constitute any right upon the Applicant(s) in or to the Flat.

- 5.2 The Application shall be deemed to be incomplete until the deposit and clearance of the entire Earnest Amount.
- 5.3 The Promoter shall have the right to reject the Application at its sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between the Promoter and the Applicant(s) under the applicable law. In the event of rejection of the Application, the amounts paid by the Applicant(s) up to the date of such rejection shall be refunded to the Applicant(s) in full without interest within 30 (thirty) days from the date of such rejection.
- 5.4 The Applicant(s) agrees and undertakes to execute and register an Agreement for Sale under the provisions of applicable law in respect of the Flat, within 30 (thirty) days from the date of intimation by the Promoter and in the form as drawn up by the Promoter. It is clarified that the Promoter shall invite the Applicant(s) to execute and register Agreement for Sale, subject to (i) Application is not rejected by the Promoter, (ii) the Applicant(s) observing and performing all the terms and conditions of this Application and the Applicant(s) paying the necessary stamp duty and registration charges thereon. In the event the Applicant(s) fail(s) and/or neglect(s) to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to the Promoter under RERA or otherwise including right to cancel this Application, the Applicant shall be liable to pay interest at the Interest Rate calculated from the date of this Application till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Application, (whichever is earlier).
- 5.5 The Applicant(s) is/are aware that the Vasant Oasis Project is being constructed in phase-wise manner which shall be consisting of (i) 19 (nineteen) buildings/wings, each wing/building having common lower basement and upper basement with still/E-deck, first and second podium and premises for sale on upper levels and (ii) stand alone 20th building having separate basement, podium, still and premises for sale on the upper level being constructed on Project Property in the manner as may be sanctioned and approved by the concerned authority from time to time.
- 5.6 The Applicant(s) agrees and undertakes to be bound by and undertakes to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the Payment Schedule specified in Annexure-1 annexed hereto and Other Charges specified in Annexure -2 annexed hereto.
- 5.7 The Applicant(s) hereby confirm, agrees and acknowledges that, if this Application of Flat is done by the Applicant(s) through any Agent/Broker ("Agent/Broker"), then in that event the Promoters shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker in respect of Vasant Oasis Project and/or Real Estate Project and the Applicant(s) further confirm that Promoters shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with the Applicant(s).
- 6. Plans and Specifications**
- 6.1 The Applicant(s) hereby confirm(s) that he/she/they has/have inspected all the documents pertaining to the title of the Project Property and has /have satisfied

himself/herself/themselves with the interest and title of the Promoter with respect to the Project Property and has /have satisfied and accepted the same.

- 6.2 The Applicant(s) hereby confirm(s) that he/she/they has/have obtained all information and details in relation to the Project and has/have satisfied and accepted the same. The Applicant(s) is aware and understood that the Project is consisting of various multistoried buildings being constructed on the proposed layout.
- 6.3 The Applicant(s) hereby confirms that he/she/they has/have inspected all the existing approvals in respect of the development of the Project. The Applicant(s) is aware that, while some of the approvals for development of the Project have been obtained, the Promoter has applied for and / or are in the process of applying for further approvals or amending the proposed layout plans in respect of Vasant Oasis Project from the concerned statutory authorities and the Applicant(s) is satisfied with the same. The proposed building plans for the various wings and phases based on the FSI or additional FSI or the benefits which may be generated in future from the Project Property or any part thereof and shall be in accordance with the plans sanctioned and approved by the concerned authorities. The Applicant(s) agrees to abide by the terms and conditions of all such approvals.
- 6.4 The Applicant(s) is aware that the dimension, shape and size of the Flat will be in accordance with the building plans which may increase or decrease by 3% in the carpet area as provided herein. In the event there being any increase upto 3% of the carpet area as agreed to be allotted, then in that event the Sale Price shall proportionately stand increased and shall be paid by the Applicant(s) to the Promoter, proportionately in the next installment of Sale Price and payable as per Payment Schedule set out in Annexure-1 hereto. In the event there being decrease in carpet area of the Flat upto 3% of the carpet area as agreed to be allotted, then the Sale Price in respect of the Flat shall accordingly be adjusted proportionately in the installment of Sale Price due and payable by the Applicant(s). In the event due to increase or decrease more than 3% as agreed herein, if the Applicant(s) desires to withdraw this Application, on account of such changes, the Applicant(s) shall issue a written request of such withdrawal to the Promoter and on receipt of such request, the Promoter shall cancel this Applicant and refund the amounts paid to the Promoter till then together with the interest at the Interest Rate.
- 6.5 It is expressly agreed that the entitlement of the Applicant(s), on execution and registration of the Agreement for Sale, shall only be restricted to the Flat and the Promoter shall be entitled to deal with all the other flats/premises in the Project and the Project Property without any reference or recourse or consent or concurrence from the Applicant(s) in any manner whatsoever. The Promoter shall be entitled to develop the Project Property without any reference or recourse or consent or concurrence from the Applicant(s) in any manner whatsoever.
- 6.6 The Promoter has informed the Applicant(s) that the Vasant Oasis Project is a phase wise project and is being developed as a proposed layout consisting of a multistoried buildings comprising of multiple wings as mentioned in paragraph 5.5 above in the manner that the full development potential of the Project Property including existing / future additional Floor Space Index (FSI) / Fungible FSI / Transferable Development Rights (TDR) has been utilized and consumed.

6.7 The Promoter shall reserve Car Parking for the Applicant(s). It is clarified that location of the Car Parking shall be identified by the Promoters at their sole and absolute discretion at the time of offering possession of the Flat.

6.8 The Flat may be with fixtures, fittings and amenities as set out in **Annexure 5** hereto.

7. Rules Governing Schedule of Payments

7.1 The Promoters shall as per the Payment Schedule, intimate in writing to the Applicant(s) herein to make payment of the amount payable as stated in the Payment Schedule and the Applicant(s) shall without any demur or protest, make payment within 10 (ten) days of issuance of intimation in writing by the Promoters /, time being of the essence. In the event such payment is not made within the prescribed period of 10 (ten) days, then on expiry of 10 (ten) days, the Promoters, without prejudice to the rights and remedies available to Promoters under law including its right to cancel and terminate the Application / Agreement for Sale, shall be entitled and the Applicant(s) shall be liable to pay interest at Interest Rate calculated from the due date of payment till actual payment and realization thereof.

7.2 It is clarified that the Sale Price as mentioned in this Application is exclusive of all the property tax, land revenue, NA Taxes, other taxes (Municipal / State / Federal) and / or other statutory duties, GST, levies, cesses, charges, deposits, premiums, duties imposed by Statutory Authorities, Stamp Duty, Registration Charges, Common Area Maintenance Charges, Project Management Fee, and / or other outgoings by any other name in respect of and applicable to Project Property, Project, said Building and Flat, existing on or imposed after the date of this Application, whether payable now and / or in future and / or those which is / are sub judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per law, and shall be to the account and liability of and borne and paid by the Applicant(s) alone, without any delay / protest. Further, the Applicant(s) agrees that in the event of non-payment of such amounts, the Promoter shall have similar remedy as of none payment of installment of the Sale Price as stated in this Application.

7.3 The Applicant(s) shall, in addition to the Sale Price as mentioned in this Application Form for the Flat, pay to the Promoter the amount(s) and other charges as more particularly set out in Annexure 2 hereto.

7.4 The Promoter shall have the sole discretion to Appoint / Nominate the Service / Utility Providers / Vendors and Project Management Consultant on such terms and conditions as agreed by the Promoter and the same shall be binding upon the Applicant(s).

7.5 The Applicant(s) shall be required to pay deposits of the clubhouse and swimming pool plus applicable taxes thereon. The Applicant(s) will be liable to pay further usage and service charges as and when applicable and the Applicant(s) shall be required to sign the necessary documents for membership of the Club, which shall contain the detailed terms and conditions.

7.6 All payments, required to be made under this Application (except GST) shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of NEEPA REAL ESTATES PRIVATE LIMITED, unless otherwise informed by the Promoter to the

Applicant(s) in writing. The payments towards GST shall also be made by Account Payee Cheques / Pay Order / Demand Drafts drawn in favour of NEEPA REAL ESTATES PRIVATE LIMITED unless otherwise informed by the Promoter to the Applicant(s) in writing. No payment made otherwise than as aforesaid, shall be valid or binding against the Promoter, unless otherwise informed by the Promoter to the Applicant(s) in writing.

7.7 In the event the Applicant(s) obtains a loan from any Bank / Financial Institution for payment of the Sale Price (or part thereof) in respect of the Flat, the Applicant(s) shall solely be responsible and liable to ensure timely payment of the Sale Price (or part thereof) to the Promoter, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution.

7.8 The Applicant(s) declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the Applicant(s) shall be treated as one single person / entity for the purpose of this Application and all shall be liable for the consequences jointly as well as severally.

7.9 The Promoter shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.

8 Events of Default, Cancellation and Consequences

8.1. Application Form

In the event the Applicant(s) commits a breach of the terms and conditions contained in this Application, the Promoter shall be entitled to terminate this Application, after the Promoter gives to the Applicant(s), firstly a notice of 15 days and thereafter a notice of 7 days ("Notice Period") in writing of its intention to do so and the Applicant(s) fails to remedy / rectify such breach within Notice Period. In the event of the failure of the Applicant(s) to rectify such breach within the Notice Period then this Application shall stand terminated ipso facto without any further act, deed or thing and upon such termination, the Applicant(s) shall have no claim on the Flat. Upon the termination of this Application, the Promoter shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoter may in its absolute discretion think fit and proper. Upon the termination of this Application, the Promoter shall be entitled to forfeit (i) the Earnest Money paid by the Applicant(s) (ii) brokerage expenses incurred by the Promoter and (iii) applicable taxes / statutory dues / interest / penalties. It is clarified that the amounts so forfeited by the Promoter are agreed, pre-estimated, genuine and reasonable liquidated damages.

8.2. Agreement for Sale

In the event the Applicant(s) commits a breach of the terms and conditions contained in Agreement for Sale, the Promoter shall be entitled to terminate Agreement for Sale, after the Promoter gives to the Applicant(s), a notice of 30 days ("Notice Period under Agreement") in writing of its intention to do so and the Applicant(s) fails to remedy / rectify such breach within Notice Period under Agreement. In the event of the failure of the Applicant(s) to rectify such breach within the Notice Period under Agreement then the Agreement for Sale shall stand terminated ipso facto without any further act, deed or thing and upon such termination, the Applicant(s) shall have no claim on the Flat. Upon the termination of the Agreement for Sale, the Promoter shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoter may in its absolute

discretion think fit and proper. Upon the termination of the Agreement for Sale, the Promoter shall be entitled to forfeit (i) 10% of the Sale Price (ii) brokerage expenses incurred by the Promoter and (iii) applicable taxes / statutory dues / interest / penalties. It is clarified that the amounts so forfeited by the Promoter are agreed, pre-estimated, genuine and reasonable liquidated damages.

- 8.3. Subject to force majeure event, the Promoter shall complete the construction of the Flat on or before **(“Possession Date”)**. On Promoter intimating the Applicant(s) that the Flat is ready for the occupation and possession, within 7 (seven) days from the date of such intimation, the Applicant(s) shall make the payment of Other Charges, specified in Annexure-2 along with all applicable direct and indirect taxes (including GST) to the Promoter without any delay and/or demure. It is clarified and understood by the Applicant(s) that the Possession Date is in respect of the Flat and not the existing buildings or proposed buildings which may be constructed as per the proposed layout plan on the Project Property.
- 8.4. The Applicant(s) agrees that in case the Promoter is **unable** to offer the possession of the Flat on or before the Possession Date subject to **Force Majeure** Events, then the Applicant(s) may, by giving notice in writing to the **Promoter elect** to cancel / terminate this Application, and in such event, the **Promoter shall be liable** to refund to the Applicant(s) the amounts already received **until the date** of such cancellation / termination, less applicable taxes and interest / **penalty**, brokerage charges, if any, alongwith interest at the Interest Rate **as full and final** compensation. The Applicant agree that receipt of the said refund **by way of cheque** by registered post / courier at the address given by the Applicant in this Application, whether the said cheque has/have been accepted /encashed by the Applicant or not, will be considered as acceptance of the refund made by the Promoter **and the liability** in terms of the said refund shall come to an end forthwith. **Upon such refund** by the Promoter to the Applicant(s), this Application or the Agreement for Sale **(to be executed)** shall be deemed to be cancelled/ terminated and accordingly the Applicant's right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/terminated forthwith. In pursuance thereto, **the Promoter** shall be entitled to sell, transfer, mortgage or dispose off the Flat to **any person or persons**, at their sole discretion. The Applicant shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoter re-allotting the Flat to any other person or persons pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Applicant shall not be entitled to claim any right, title, interest or benefit of any nature whatsoever in respect of the Flat.
- 8.5. Provided that in case the Promoter is unable to complete the construction of the Flat and deliver the Flat for occupation and use to the Applicant(s) as provided herein for reasons other than those provided in Clause 8.4 above then, the Applicant(s) may, by giving notice in writing to the Promoter elect to Cancel / Terminate this Application, and in such event, the Promoter shall be liable to refund to the Applicant(s) the amounts already received alongwith interest at the Interest Rate, until the date of such cancellation / termination within 30 (thirty) days from the date of such termination / cancellation.
- 8.6. On cancellation / termination of this Application, the Applicant(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Flat / Project. The Applicant(s) hereby irrevocably authorises the Promoter to execute and register such necessary deeds, documents and writings, for and on

behalf of the Applicant(s), in respect of and relating to the termination of this Application including a Deed of Cancellation / Termination, without any reference or recourse to the Applicant(s).

9. Terms of Transfer

Keeping in mind and to safeguard the exclusivity of the Project, the Applicant(s) shall not transfer or assign the Applicant(s) interest or benefit under this Application without the prior written consent of the Promoter.

10. Declaration of free will

The Applicant(s) hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained / given in any advertisement or brochure, by the Promoter and / or its Agents to the Applicant(s) and / or his/her/their Agents, shall be deemed to form part of this Application Form or to have induced the Applicant(s) to make this Application. The relationship between the Applicant(s) and the Promoter in respect of the Flat shall be governed only by the terms and conditions of this Application.

11. Communication

- 11.1 The Applicant(s) shall be bound to **notify promptly in writing** to the Promoter any change in the preferred address for all **correspondence and** / or in his/her/their email ID and other relevant contact details and in **absence of any** such notification by the Applicant(s), all communication (including the **Demand Letters** for the payments) shall be deemed to have been duly served, if sent to the Applicant(s), to the Address / email ID mentioned in this Application Form.
- 11.2 In case of joint Applicants, communication sent to the first Applicant shall be deemed to have been sent to **all the Applicant(s)**.
- 11.3 The Applicant(s) **grants his/her/their** consent to the Promoter to communicate its marketing communication of the Promoter and / or its Group Companies by letters / email / voice, SMS or otherwise, to the contact details of the Applicant(s) included in this Application Form.
- #### 12. General Provisions
- 12.1 The invalidity of any of the terms, conditions or stipulations of this Application shall not affect the validity of the remaining terms, conditions or stipulations of this Application or the validity of the Application itself.
- 12.2 No failure to exercise or delay in exercising or enforcing any rights or remedies under this Application shall constitute a waiver thereof and no single or partial exercise or enforcement of any rights or remedies under this Application shall preclude or restrict the further exercise or enforcement of any such rights or remedies.
- 12.3 The Applicant agrees and confirms not to seek any amendment, modification and/or change in the terms and conditions of this Application Form

- 12.4 The Applicant(s) shall treat all information pertaining to the Project, including without limitation, the terms of this Application and its Annexures and all writings and communications, plans, drawings, approvals relating to the Project as Confidential and shall not disclose the same to any third party(ies) and shall neither use, nor reproduce for use in any manner whatsoever the same, save and except to any family member and / or lender for the Flat. This clause shall survive the termination of this Application / Confirmation of Allotment.
- 12.5 The singular includes the plural and vice versa and any work or expression defined in the singular shall have a corresponding meaning if used in the plural or vice versa. A reference to any gender includes a reference to all other genders.
- 12.6 The Applicant(s) is making this Application after reading and understanding the terms and conditions contained herein and has/have agreed to abide by the same.

Remarks: - _____

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

INDEX OF ANNEXURE

Annexures to the Application Form

Annexure 1	Payment Schedule
Annexure 2	Other Charges
Annexure 3	Proposed Typical Floor Plan of the Flat
Annexure 4	Proposed Layout Plan
Annexure 5	List of Fixtures and Fittings in Flat

Annexure – 1
Payment Schedule

- a. Rs. _____/- (Rupees _____ only) being 9.9% of the Sale Price as earnest money paid by the Applicant/s along with applicable GST and other taxes to the Promoter before execution of these presents;
- b. Rs. _____/- (Rupees _____ only) equivalent to 10.10% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on execution of the Agreement for Sale;
- c. Rs. _____/- (Rupees _____ only) equivalent to 10% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Basement 1;
- d. Rs. _____/- (Rupees _____ only) equivalent to 10% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Podium – 1;
- e. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Plinth;
- f. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 1st Slab;
- g. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 4th Slab;
- h. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 7th Slab;
- i. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 10th Slab;
- j. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 13th Slab;
- k. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 16th Slab;

- l. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of 19th Slab;
- m. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of the Top Slab;
- n. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of wall and Internal Plastering work of Flat;
- o. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of flooring of Flat;
- p. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Door or Windows of Flat;
- q. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Staircase, Lift Wells and Lobby;
- r. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Sanitary Fittings of Flat;
- s. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of External Plastering and Elevation;
- t. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of External Plumbing and Terrace with water proofing;
- u. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Plinth Protection, Paving of Areas and Entrance lobby;
- v. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of water pumps, Electrical Fitting, Electro, Mechanical and Environment requirement;

- w. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters on completion of Lift;
- x. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable GST and other taxes to be paid by the Applicant/s to the Promoters at the time of receipt of Occupation Certificate.

* All payments to be made within 10 days from the date of issuance of intimation

Note: Every installment payment, will have to be accompanied by a separate instrument, for GST @ [●] % (being the rate currently applicable or such other rate, as may be applicable and communicated in future) of the respective installment.

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

Annexure – 2
Other Charges

Legal Charges	Rs.[●]	To be given before Possession
Share Application Money	Rs.[●]	
Mahanagar Gas Connection	Rs.[●]	
Charges towards water meter and electric meter	Rs.[●]	To be given before Possession
18 months of Adhoc Common Area Maintenance Deposits	Rs.[●]	To be given before Possession.
Corpus Funds/Deposits	Rs. [●]	To be given before Possession

*Stamp Duty, Registration, Service tax, VAT are over and above the amounts mentioned in this Application.

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

Annexure 3

Proposed Typical Floor Plan of the Flat

DRAFT

Annexure - 4

(Proposed Layout Plan)

DRAFT

Annexure 5

(List of fixtures and fittings in the Flat)

FLOORING:

Living, Dining, Kitchen, - Vitrified flooring
Master bed, other bedrooms - Vitrified flooring
Master Toilet - Ceramic Tiles floor and dado
Other toilets - Ceramic Tiles floor and dado

WALLS :

Gypsum Plaster with Paint finish

DOORS AND WINDOWS:

8ft High laminated flush doors
Windows -Al Powder Coated Window

KITCHEN:

Granite Platform with S.S. Sink

PLUMBING:

Concealed plumbing with quality C.P. Fittings

ELECTRIFICATION:

Concealed copper wiring with extensive layout,
modular switches, generator back up facilities for emergency.

SAFETY/SECURITY SYSTEMS:

Gas leakage detector,
Magnetic door sensor , panic switch

Signature of
First Applicant

Signature of
Second Applicant

Signature of
Third Applicant

Signature of
Fourth Applicant

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this _____ day of _____, 20____;

BETWEEN

NEEPA REAL ESTATES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Hallmark Business Plaza, 12th floor, Sant Dyaneshwar Marg, Near Guru Nanak Hospital, Kalanagar, Bandra (E), Mumbai – 400 051, hereinafter referred to as the **"Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the **ONE PART**;

AND

Mr/Mrs/Miss/Messrs. _____

Indian Inhabitant(s) residing at _____

OR

_____ a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business at _____

OR

_____ a Company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____

hereinafter called **"the Purchaser/s"** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **OTHER PART**;

WHEREAS

A. Borosil Glass Works Limited (**"Borosil"**) was the erstwhile owner of a large tract of land situated at Village Marol, Taluka Andheri District of Mumbai City and Mumbai Suburban; and was running a factory thereon;

- B. By and under a letter dated 21st November 2009 bearing no KaAa/NaHPra/Pra.Kra.222/2009/Karyasan -7 issued by the Labour office of the Commissioner, the Labour Commissioner has granted its no objection certificate for closure to the factory standing thereon;
- C. By and under letter dated 29th May 2010 bearing no Kra.Na.Ja.Ka.Dha/Borosil Glassworks /2010/C-7186 issued by the Directorate of Industries, the Directorate of Industries has informed that land admeasuring 79561 sq. mtrs. of the large tract of land does not fall within the purview of Section 20 (i) of the Urban Land Ceiling and Regulation Act 1975;
- D. By an Indenture of Conveyance dated 27th August 2010 made by and Borosil, therein referred to as the "the Vendor" of the one part and the Promoter herein i.e. Neepa Real Estates Private Limited, therein referred to as the "the Purchaser" of the other part and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No.8183 of 2010, Borosil (i) granted, sold, conveyed and assigned unto the Promoter a large piece and parcel of land and bearing CTS Nos. 246, 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/56A, 345/57A, 345/58A/1, 345/59, 345/61A to 65, 345/69 to 345/72, 348, 349, 350, 353, 355A, 357, 401 and S.No.32A Hissa No.6 admeasuring in the aggregate 68,789.54 (sixty eight thousand seven hundred and eighty nine point fifty four) square metres or thereabouts together with structures standing thereon; (ii) transferred, assigned and assured unto the Promoter, all its leasehold right, title and interest acquired from the then owner Mr. Khodabux Abdul Rehman to all that piece or parcel of property or ground, bearing Survey No.21 Hissa No.1 admeasuring 756 (seven hundred and fifty six) square yards or thereabouts and Survey No.24 Hissa No.3 admeasuring 4930 (four thousand nine hundred and thirty) square yards or thereabouts aggregating to 5686 (five thousand six hundred and eighty six) square yards equivalent to 4753.46 (four thousand seven hundred and fifty three point forty six) square meters or thereabouts together with the structures standing thereon ("the Leasehold Land") for the unexpired balance period of 999 (nine ninety nine) years subject to the payment of rent reserved thereunder and the performance and observance of the covenants and the conditions contained therein; and (iii) granted, transferred and assured unto the Promoter herein, all its right and interest it may have in law or in equity to all that piece and parcel of property bearing CTS Nos.337-A/1(P), 337-A/2(P), 345/60 (part), 388 (part), 437 (part), 438 (part), 463-A (part), 466 (part), 469 (part), 657 (part) admeasuring in the aggregate 569.72 (five hundred and sixty nine point seventy two) square metres or thereabouts together with structures standing thereon for the consideration and in the manner therein specified. The lands described in (i), (ii) and (iii) are collectively referred to as the said Larger Property ("the said Larger Property"). Thus the Promoter is well and sufficiently entitled to the said Larger Property.
- E. By and under Indenture of Conveyance dated 1st April 2011, registered with the Sub-Registrar of Assurances, Bandra, under serial no. BDR1/ 5313 of 2011 made by and between Mr. Abdul Rehman Khuda Baksh and 8 others being the heirs of Mr. Khodabux Abdul Rehman as Vendor of the One Part and Borosil as the Purchaser/s of the Other Part, Mr Abdul Rehman Khuda Baksh and 8 ors sold, transferred and conveyed all their reversionary rights in the Leasehold Land to the Borosil. Thus, Borosil became owner of the Leasehold Land and Promoter herein is the Lessee in respect of the Leasehold Land for the unexpired balance period of the Indenture of Lease dated 7th August 1962.
- F. The Promoter proposes to developing the said Larger Property by putting up construction thereon, by utilizing Floor Space Index (F.S.I.) and/or

Transferable Development Rights (T.D.R.) arising/emanating from the said Larger Property (including portions thereof which are under D.P. Road/setback) and also outside T.D.R. The Promoter also proposes to avail FSI under the provisions of Regulation 33 (24) of the Development Control Regulations for Mumbai 1991 (D. C. Regulations). The Promoter reserves the right to handover portions of the said Larger Property following the due process of the law;

- G. By an order bearing reference No.C/Works-3 C/Amalgamation/ Sub-Division/SR1557 dated 08-08-2011 and order bearing reference No.C/Works - 3 C/Amalgamation/Sub-Division/SR1557 dated 09-04-2013, the Collector Suburban District granted permission for amalgamation and subdivision of a portion of the said Larger Property, wherein ultimately the Promoter proposes to construct buildings is assigned as C.T.S. No.345/A1 admeasuring 51,459.3 sq. mtrs or thereabouts. The Promoter is in the process of amalgamating further land parcels out of the said Larger Property in such a manner that the land bearing C.T.S. No.345/A1 shall admeasure 56,161.54 sq mtrs or thereabouts (out the said Larger Property) and the same shall be construed as the land on which the buildings will be constructed and be called as Vasant Oasis Project (as defined below). As such, the Property Register Card in respect of Vasant Oasis Land (as defined below) shall stand amended to reflect land bearing C.T.S. No.345/A1 admeasuring 56,161.54 sq mtrs or thereabouts;
- H. The Promoter has prepared a proposed layout plan in respect of the said Larger Property which is comprising of the following:-
- (i) residential cum commercial complex known as "Vasant Oasis" consisting of (i) 19 (nineteen) buildings/wings, each wing/building having common lower basement and upper basement with still/E-deck, first and second podium and premises for sale on upper levels and (ii) stand alone 20th building having separate basement, podium, still and premises for sale on the upper level (hereinafter collectively referred to as "Vasant Oasis Project") to be constructed, on portion of the said Larger Property admeasuring 51,459.3 sq. mtrs. (subject to what is stated in Recital-G above) more particularly described in the First Schedule hereunder written (hereinafter referred to as "Vasant Oasis Land"). On the basis that the Promoters will have the permission as stated in Recital-G above and consequentially, land bearing C.T.S. No.345/A1 shall admeasure 56,161.54 sq. mtrs., the layout is shown in orange colour boundary line on the plan annexed as Annexure "A" hereto. The Property Register Card of Vasant Oasis Land is annexed and marked as Annexure "B" hereto.
 - (ii) the common 2 (two) basements i.e. lower and upper basement of building no. 1 to 19 of Vasant Oasis Project, are already sanctioned and approved by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), as public parking and shall be used as public parking by MCGM and/or its authorize occupants/nominees ("Public Parking"). For the purpose of Public Parking separate entry and exit shall be provided in the Vasant Oasis Project and the same is shown in yellow wash on the plan annexed and marked as Annexure "C" hereto. The Purchaser/s is/are aware that drainage system for Public Parking is common with drainage system of building no. 1 to 19 of Vasant Oasis Project and if possible and permitted by the authority, the Promoter may construct separate drainage system for Public Parking (hereinafter collectively referred to as "Public Parking Area").
 - (iii) there are also internal roads passing through Vasant Oasis Land for

- the access, ingress and egress of the units/premises/flats occupant(s)/purchaser(s) of Vasant Oasis Project ("Internal Roads");
- (iv) there is pending dispute with one Ghatalia Family purportedly claiming rights in portion of the said Larger Property admeasuring 1422.12 sq. mtrs. ("Disputed Property"). In the event any order is passed by any court or tribunal in favour of the Promoter confirming the ownership of the Promoter in respect of the Disputed Property, the Promoter shall be entitled to utilize and consume the FSI/TDR benefits which may accrue from the Disputed Property within the buildings/wings constructed on the proposed layout plan;
- (v) the Promoter has granted lease of portion of the said Larger Property admeasuring 815 sq. mtrs. to Reliance Infrastructure Limited for installing and operating substation of 33/11 KV ("Substation") in pursuance of Agreement to Lease dated 30th December 2014, registered with the Sub-Registrar of Assurances under serial no.BDR1-10228 of 2014;
- (vi) the building no.18 known as "Daisy" shall have commercial premises ("Commercial Premises") and shall have separate and exclusive access, ingress or egress through the existing DP Road;
- (vii) There are several reservations such as amenity plot, R.G., Road set back area, etc on the said Larger Property ("Reservations") that shall be handed over to concerned authority;
- (viii) there shall be private road of 9 mtr. (as shown in blue wash on the plan annexed as Annexure "C") constructed/built by the Promoter ("Private Road") in the Vasant Oasis Project and which shall be used by the occupants/allottees/purchasers for ingress and egress of (i) occupants/allottees/agents/representatives of Vasant Oasis Project, (ii) Substation and (iii) Reservations;
- (ix) The details of formation of the Apex Body, conferment of title upon the Apex Body with respect to the Vasant Oasis Project are more particularly specified in Clause 10 below.
- (x) The common areas, facilities and amenities in the Vasant Oasis Project that may be used by the Purchaser/s herein in common with all the purchasers/occupants of flats/units/premises of Vasant Oasis Project are listed in the Third Schedule hereunder written ("Vasant Oasis Project Common Areas and Amenities").
- (xi) The Promoter hereby declare that the total Floor Space Index of 2,04,500 sq. mtrs. shall be consumed and utilized in Vasant Oasis Project.

The aforesaid Vasant Oasis Project, Public Parking Area, Private Road, Internal Roads, Disputed Property, Substation, Commercial Premises and Reservations and shown on the proposed layout plan of the Larger Property as annexed and marked as Annexure "C" hereto.

- I. The Vasant Oasis Project shall comprise of the following buildings/wings:-

Building No.	Building Name
1	Ornella
2	Tiffany

3	Emerald
4	Veronica
5	Rosabel
6	Ebony
7	Daffodil
8	Petunia
9	Blue Bell
10	Hana
11	Eliza
12	Acacia
13	Camelia-A & B
14	Jolan
15	Danica
16	Lilium
17	Zinnia
18	Daisy
19	To be named
20	To be named

- J. The Promoter have entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawings and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Promoter.
- K. The Promoter shall register building no. 10 known as "Hana" consisting of lower basement and upper basement with stilt/E-deck, first and second podium and 3rd level to 24th level as habitable floors as permitted by the concerned authorities ("said Building") being constructed on land admeasuring 290.34 square meters or thereabouts out of Vasant Oasis Land, more particularly described in the Second Schedule hereunder written and shown in red colour hatched lines on the plan annexed and marked as Annexure "C" hereto (hereinafter referred to as "the said Property") as Real Estate Project with the Real Estate Authority (hereinafter referred to as "Authority") under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as "RERA Rules") ("said Building" and "said Property" are hereinafter collectively referred to as "Real Estate Project/Project").
- L. The principal and material aspects of the development of the said Building as disclosed by the Promoter are briefly stated below:-
- (i) The said Building shall comprise of lower basement and upper

- basement with stilt, first and second podium as car parking spaces and 3rd level to 24th level as habitable floors.
- (ii) The total FSI of 3857.94 sq. mtrs. is required for development of the said Building and accordingly, the MCGM has sanctioned the entire required FSI of 3857.94 sq. mtrs. and the same is generated from the said Larger Property;
- (iii) The details of formation of the Society (as defined below) with respect to the structure of the buildings (excluding basements of Public Parking Area, podiums, common amenities and facilities and other spaces) are more particularly specified in Clause A.i.i.9below).
- (iv) The common areas, facilities and amenities in the said Building that may be used by the Purchaser herein in common with other allottees/occupants/purchaser of the said Building are listed in the **Fourth Schedule** hereunder written ("**Common Area and Amenities of the said Building**").
- M. Promoter through its Architects has thereafter submitted their building plans in respect of the said Building to the MCGM for sanction thereof and the requisite Intimation of Disapproval ("IOD") and Commencement Certificate ("CC") in respect of the said Building has been received from MCGM vide IOD No. CHE/WS/0252/K/337 (New) and C. C. No. CHE/WS/0252/337/K(New). Hereto collectively annexed and marked as **Annexure "D"** is copy of IOD and C.C.
- N. M/s Kanga & Co. have issued a Title Certificate relating to the said Larger Property. A copy of the said Title Certificate is annexed hereto and marked as **Annexure "E"**.
- O. Copies of following documents are annexed to this Agreement:-
- Copy of plan of Vasant Oasis Project (**Annexure "A"**);
 - Copy of Property Register Card of Vasant Oasis Project (**Annexure "B"**);
 - Copy of proposed layout plan of Larger Property (**Annexure "C"**)
 - Copy of IOD and CC (**Annexure "D"**);
 - Copy of Title Certificate issued by M/s Kanga & Co (**Annexure "E"**)
 - Copy of the floor plan of the said Flat (**Annexure "F"**).
 - Copy of list of charge/s ("**Annexure "G"**").
- P. The Purchaser/s has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said Larger Property, Vasant Oasis Project, sanctioned plans of Real Estate Project, designs, layouts including the documents mentioned in the Recitals and more particularly in Recital O above and all other documents as specified under the RERA and RERA Rules and the Purchaser/s is/are fully satisfied with the title of Promoter in respect of the Vasant Oasis Land and has/have agreed not to raise any requisitions on or objection to the same;
- Q. The Purchaser/s being fully satisfied in respect of title of Promoter in respect of the Larger Project (including the fact that the Promoter will handover Public Parking Area to MCGM), has/have approached the Promoter and requested to allot to him/her/them a flat bearing no. [●] admeasuring [●] sq. mtrs. carpet area (excluding balcony/ies) on [●] habitable floor of the said Building to be known as "Hana" being constructed on the said Property and more particularly described in the **Second Schedule** hereunder written and

shown in red colour boundary line on the floor plan annexed and marked as **Annexure "F"** hereto (hereinafter referred to as the "**said Flat**") for the lumpsum consideration of Rs.[●]/- (Rupees [●] Only) and on the terms and conditions as hereinafter appearing. The said Flat also have attached balcony/ies as shown in red colour hatched lines on the floor plan annexed and marked as **Annexure "F"** hereto (hereinafter referred to as "**Balcony**").

- R. Along with the said Flat, at the request of the Purchaser/s, the Promoter have also agreed to allot to the Purchaser/s exclusive right to use and occupy [●] parking space in the said Building (hereinafter referred to as "**Car Parking Space**") subject to the terms and conditions as contained hereinafter. The said Flat, Balcony and Parking Space are hereinafter collectively referred to as "**the said Premises**".
- S. The Promoter has the right to sell the said Flat in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Purchaser/s of the said Flat to receive the sale consideration in respect thereof.
- T. The Promoter has created a charge/mortgage on the Vasant Oasis Land and Vasant Oasis Project in favour of Indiabulls as detailed in **Annexure "G"** hereto and Indiabulls has appointed IDBI Trusteeship Services Limited as their security trustee.
- U. Under Section 13 of RERA, the Promoter is **required** to execute a written Agreement for Sale in respect of the said Flat **agreed** to be sold to the Purchaser/s and the Parties are therefore **executed these presents** which shall be registered under the provisions of **Indian Registration Act, 1908**.
- V. The Parties hereto are desirous of **recording** the terms and conditions on which the Promoter has agreed to **allot the said Premises** in the said Building to the Purchaser/s in the **manner hereinafter appearing**.

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

1. AGREEMENT

- 1.1 The recitals contained above and schedules and annexures hereto form an integral and **operative part** of this agreement as if the same were set out and incorporated **herein verbatim**.

2. CONSTRUCTION OF THE PROJECT

- 2.1 The Promoter shall construct the said Building on the portion of Vasant Oasis Land being the said Property, more particularly described in **Second Schedule** hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser/s.
- 2.2 The Promoter is developing Vasant Oasis Project under Regulation 33 (24) of D.C.R. i.e. PPL Scheme. The Promoter shall construct building no. 1 to 19 alongwith the Public Parking Area as more particularly described in Recital H above and which is required to be handed over to MCGM, free of cost for exclusive use and enjoyment thereof. For the purpose of Public Parking

- separate entry and exit shall be provided in the Vasant Oasis Project. The separate entry and exit for Public Parking is shown in yellow wash on the plan annexed as **Annexure "C"**, hereto. The Purchaser/s agree(s), confirm(s) and covenant(s) that he/she/they shall not raise any objection or claim any right in the Public Parking Area nor the Purchaser/s shall hinder, obstruct and/or create nuisance for usage of Public Parking Area. It is expressly agreed and understood by the Purchaser/s that his/her/their rights (subject to payment of all amounts due and payable to the Promoter under these presents) are limited to the extent of the said Flat and Parking Space and not otherwise.
- 2.3 The Purchaser/s is/are aware that the Promoter shall transfer and handover Public Parking Area along with certain amenities to MCGM free of costs and for exclusive use thereof and that MCGM and/or their successor, nominee(s) and assign(s) etc. shall not be required to become member of Society and Apex Body and shall not be required to pay property tax or any other taxes, rates, duties, cess or charges including maintenance charges, sinking fund charges, repair fund charges etc. in respect of Public Parking Area and/or any amenities provided pursuant thereto to Society or otherwise.
- 2.4 The Purchaser/s hereby agree(s) and confirm(s) that Promoter, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to use and enjoy Public Parking Area along with the amenities and facilities for any purpose / purposes as may be desired by MCGM and/or their successor, nominee(s) and assign(s) etc. and the Purchaser/s further agree(s) that the Promoter, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to undertake or permit **undertaking of any additions /alterations** within the Public Parking Area as **they may deem fit** and proper.
- 2.5 The Purchaser/s hereby agree(s) that the Promoter shall be entitled to handover Public Parking Area along with the amenities and facilities to MCGM and/or such other person or persons, any third party or legal entity as MCGM may direct for operation, management and maintenance on such terms and conditions as may be decided by the Promoter and/or MCGM.
- 2.6 The Purchaser/s are aware that MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to dispose of Public Parking Area along with the amenities and facilities unto and in favour of any person or persons, any third party or legal entity on such terms and conditions as may be decided by MCGM and/or their successor, nominee(s) and assign(s) etc. without any recourse and/or reference to the purchasers of the said Building and/or the Society and for which the Purchaser/s herein have no objection.
- 2.7 The Purchaser/s is/are aware that drainage of Public Parking Area is connected with the drainage system of the said Building/Vasant Oasis Project. It is hereby further agreed by the Purchaser/s that the repair and maintenance of such drainage system, though connected with Public Parking Area shall be the sole and exclusive responsibility of purchasers of the flats/premises in the said Building/Vasant Oasis Project and the Society/Apex Body and that neither the Purchaser/s nor the Society/Apex Body shall demand any charges for the same from MCGM and/or Promoter and/or their successor, nominee(s) and assign(s) etc.
3. **PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION**
- 3.1 The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to allot to the Purchaser/s the said Flat being a Flat No. _____ admeasuring _____ square meter carpet area or thereabout (excluding balcony/ies) on _____ habitable floor in the said Building known as "Hana" of Vasant Oasis Project and as shown in red

colour boundary lines on the typical floor plan annexed hereto and marked as **Annexure "F"** at and for the lumpsum price of Rs. _____/- (Rupees _____ only)

(hereinafter referred to as "**Sale Price**") payable by the Purchaser/s to the Promoter in the manner as mentioned in clause 3.6 below.

- 3.2 The said Flat has attached Balcony, thus aggregating to _____ square meter or thereabouts as shown in red colour hatched lines on the floor plan annexed and marked as Annexure "F" hereto. The Purchaser/s acknowledge(s) that all the balconies/dry balconies to be provided in the flats/premises in the said Building and/or Vasant Oasis Project shall belong to occupants/purchaser(s) of such flat/premises.
- 3.3 The Promoter has agreed to permit the Purchaser/s, the exclusive right to use _____ car parking space/s in stilt/podium of the said Building (hereinafter referred to as "**the Parking Space/s**"). The said Flat, attached Balcony and Parking Space/s are hereinafter collectively referred to as "**the said Premises**".
- 3.4 The Parking Space, and Balcony are made available free of charge to the Purchaser/s and the Sale Price agreed to be paid under this Agreement is only for the carpet area of the said Flat.
- 3.5 The Promoter shall confirm the final carpet area of the said Flat that has been agreed to be allotted to the Purchaser/s **only after construction** of the said Building is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to variation cap of 3%. The Sale Price payable for the said Flat shall be recalculated based on the carpet area of the said Flat. If there is any reduction in carpet area of the said Flat, then the Promoter shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "**Interest Rate**"). In the event of increase in carpet area of the said Flat, the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price.
- 3.6 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. _____/- (Rupees _____ only) to the Promoter as follows:
- a. Rs. _____/- (Rupees _____ only) being 9.90% of the Sale Price as earnest money paid by the Purchaser/s along with applicable service tax/GST to the Promoter before execution of these presents;
 - b. Rs. _____/- (Rupees _____ only) equivalent to 10.10% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on execution of this Agreement;
 - c. Rs. _____/- (Rupees _____ only) equivalent to 10% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Basement 1;
 - d. Rs. _____/- (Rupees _____ only) equivalent to 10% and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 1;

- e. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth;
- f. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 1st Slab;
- g. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 4th Slab;
- h. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 7th Slab;
- i. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid on completion of 10th Slab;
- j. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 13th Slab;
- k. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 16th Slab;
- l. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 19th Slab;
- m. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid on completion of the Top Slab;
- n. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of wall and Internal Plastering work of Flat;
- o. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of flooring of Flat;
- p. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Door or Windows of Flat;
- q. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Staircase, Lift Wells and Lobby;

- r. Rs. _____/- (Rupees _____ only) equivalent to 1% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Sanitary Fittings of Flat;
- s. Rs. _____/- (Rupees _____ only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plastering and Elevation;
- t. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plumbing and Terrace with water proofing;
- u. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth Protection, Paving of Areas and Entrance lobby;
- v. Rs. _____/- (Rupees _____ only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of water pumps, Electrical Fitting, Electro, Mechanical and Environment requirement;
- w. Rs. _____/- (Rupees _____ only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Lift;
- x. Rs. _____/- (Rupees _____ only) equivalent to 5% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters at the time of receipt of Occupation Certificate;

Time for payment of each installment is the essence of the contract.

The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. The aforesaid installments shall be paid within 10 (ten) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any amount or amounts.

- 3.7 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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, which shall only be applicable on subsequent payments.
- 3.8 The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "Neepra Real Estates

- Private Limited**". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of **"Neepa Real Estates Private Limited"**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event without prejudice to the right of the Promoter to charge interest at the Interest Rate on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 30 (thirty) days from the date of such termination of the Agreement.
- 3.9 The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 14 hereinafter. Any of the taxes including Service Tax and /or Value Added Tax (VAT) and/or GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- 3.10 The Purchaser/s have simultaneously with the execution of these presents paid to the Promoter being 1% VAT payable on this Agreement as per the present laws. The Purchaser/s agree/s, undertake/s and covenant/s to make payment of VAT as may be applicable from time to time.
- 3.11 The Purchaser/s are aware that as per present statute, Service Tax / GST are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax/GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder, if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.
- 3.12 The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax/GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and Service Tax/GST, on or before 7th day of

next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective form/s is/are filed, shall furnish challan to the Promoter. The Purchaser/s is/are aware that the time to make the payment of installments and service tax/GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installment together with Service Tax/GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof.

- 3.13 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter.

4. VOLUNTARY CANCELLATION BY PURCHASER/S

- 4.1 In the event, the Purchaser/s desire/s to cancel the allotment of said Flat for any reason whatsoever (save and except in case the Promoter fails to offer possession of the Flat in terms of this Agreement), then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Price and the Purchaser/s shall not be entitled to such amount paid by him/her/them to the Promoter. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s within 30 (thirty) days from the date of such cancellation.

5. FULL AGREEMENT

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

6. PARKING SPACE/S AND BALCONY

- 6.1 The Purchaser/s is/are aware that the said Parking Space/s and Balcony are provided by the Promoter to the Purchaser/s without consideration. However, the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s by the Promoter and/or the Society to be formed by all the purchasers of flats in the respective building/wing and shall pay such outgoings in respect of the Parking Space/s and Balcony as may be levied by such Society to be formed by them.
- 6.2 The Purchaser/s shall be entitled to exclusively use, occupy and enjoy the said Parking Space/s and Balcony in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the Society/Apex Body. It is clarified that any balcony attached to a flat in Vasant

Oasis Project shall be for the exclusive use of such occupant/owner of the flat.

- 6.3 The Purchaser/s herein agree/s and confirm/s that Parking Space/s shall be used for parking of the motor vehicles only and Balcony shall be used for lawful purpose and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s and Balcony;
- 6.4 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 Promoter for other purchaser/s and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein.
7. **EVENT OF DEFAULT AND CONSEQUENCES**
- 7.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):
- If the Purchaser's delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
 - If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
 - If the representation, declarations and/or warranties etc. made by the Purchaser/s in the 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;
 - If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - 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.
 - 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.
 - If the Purchaser/s carries out any structural alteration and/or addition in respect of the Said Flat or said Building or any part thereof;
 - If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Flat or any part thereof;
- 7.2 On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoter shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct all amounts

mentioned in Clause 4.1 above and balance if any, shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat to the new purchaser/s shall be of the Promoter and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoter. In the event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of 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 due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount (if any). However, the Promoter shall 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 (if any) towards the said Flat and (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Promoter his /her / their proportionate share to make up such deficit.

- 7.3 Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit the amounts as mentioned in Clause 7.2 from the Sale Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.
- 7.4 All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

8. RIGHTS IN THE SAID FLAT AND COMMON AREA

- 8.1 It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of the said Building and/or Vasant Oasis Project including Common Areas and Amenities of the Building and Vasant Oasis Project Common Area and Amenities, shall always be the sole and absolute property of the Promoter till that time of the said Building (excluding PPL Area and Property of Apex Body) is transferred to the Society. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off all other unsold flats/units and car parks and portion or portions of the said Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s are aware that recreational facilities, which may be made available for the use and enjoyment of the Purchaser/s shall also be available to the holders of various premises in the said Building alongwith the users / occupiers of other flats/units/shops/ premises of Vasant Oasis Project.
- 8.2 With regards to the Common Areas and Amenities of the said Building described in the **Fourth Schedule** hereunder written and Public Parking Area, it is agreed that:-
- the Promoter shall always be the owner and will have all the rights, title, interest in respect of the common areas, and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till said Building is transferred unto the Society;
 - the Purchaser/s will not have any right, title, interest etc. in respect of the Public Parking Area and the Promoter shall be entitled to handover the Public Parking Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.
 - the Purchaser/s shall only be permitted to use the Common Areas and Amenities of the Building on such terms and conditions as the Promoter/Society may deem fit.
- 8.3 With regards to Vasant Oasis Project Common Areas and Amenities is described in the **Third Schedule** hereunder written, it is agreed that:-
- the Promoter shall always be the owner and will have all the rights, title, interest in respect of the said common areas, and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till Property of Apex Body (defined below) is transferred unto the Apex Body.
 - the Purchaser/s will not have any right, title, interest etc. in respect of the Public Parking Area and the Promoter shall be entitled to handover the Public Parking Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.;

- the Purchaser/s shall only be permitted to use the Vasant Oasis Project Common Areas and Amenities on such terms and conditions as the Promoter and/or Society may deem fit.

- 8.4 The Promoter are retaining with themselves full rights for the purpose of providing separate ingress or egress to all the occupants/allottees/purchasers of the Vasant Oasis Project and the said Larger Property as shown on the proposed layout plan annexed as Annexure "C" hereto and earmarked therein separately and individually and separate ingress or egress for Public Parking to be handed over to MCGM shall be provided to the occupants/users of MCGM in the manner as shown on the proposed layout plan annexed as Annexure "C" hereto and as agreed and decided by the Promoter and also separate ingress or egress for Commercial Premises shall be provided to the occupants/users/shop owners of such commercial premises and their customers in the manner as shown on the proposed layout plan annexed as Annexure "C" hereto and as agreed and decided by the Promoter and the Purchaser/s herein unequivocally and irrevocably consents / agrees not to raise any objection or dispute in regards to 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.
- 8.5 The Common Areas and Amenities of the Building shall be used only by the occupants of the said Building. The Vasant Oasis Common Areas and Amenities shall be used by all the occupants/owners of flats/units/premises/shops of Vasant Oasis Project.

9. SOCIETY AND TRANSFER

- 9.1 The Promoter, in accordance with RERA Act and RERA Rules and at the cost and expenses of the purchaser/s of the flats in the said Building (including Common Areas and Amenities of the said Building, excluding Public Parking Area and Property of Apex Body), shall form and register separate co-operative housing society/s under the Maharashtra Co-operative Societies Act 1960 in respect of the said Building to be known by such name as the Promoter may decide (comprising of holders/allottees/purchasers of premises/flats shall hereinafter be referred to as the "said Society"). The Purchaser/s shall join in forming and registering the Society of the said Building in which the said Flat is agreed to allotted and to be known by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchaser/s of the flats of said Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.
- 9.2 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats, car parking spaces etc. in the said Building shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Society shall object to or dispute

the same. On Promoter intimating to the Society, the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoter from such purchasers towards charges, development charges, legal charges etc. as mentioned in Clause 14 below. It is further clarified that for sale of such premises, Promoter shall not be liable to take any permission/consent of the Society

- 9.3 The Purchaser/s shall pay to the Promoter/Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises immediately on taking possession of the said Flat.
- 9.4 The Promoter have informed to the Purchaser/s and the Purchaser/s is/are aware that the Promoter after all flats /units/premises etc. are sold in the particular building and sale proceeds are received in respect thereof and at the cost and expenses of the purchaser/s of the flats/shops/units/premises etc. in respective building shall form and register separate co-operative society/s under the Maharashtra Co-operative Societies Act 1960 to be known by such name as the Promoter may decide.
- 9.5 It is agreed that the Promoter, at the cost and expenses of the purchasers of the flats in the said Building, shall execute Deed of Conveyance of the said Building (including Common Areas and Amenities of the said Building, excluding Public Parking Area and Property of Apex Body) in favour of the Society only after Promoter have;
 - (i) utilised, consumed, loaded etc. entire FSI, potential for which purpose the completion of the said Building shall not be delayed;
 - (ii) completed the construction of the said Building;
 - (iii) received all the amounts from the purchasers of the flats/units and car parking spaces including the Sale Price from the Purchaser/s hereof in respect of said Flat;
 - (iv) The Purchaser/s shall at no time demand partition of the said Building and/or the said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned
- 9.6 All costs, charges and expenses incurred in connection with the formation of the Society as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the Society as aforesaid and/or proportionately by all the holders of the flats etc., in the said Building and the Promoter shall not be liable to contribute anything towards such expenses.
- 9.7 It is agreed that one month prior to the execution of agreements/documents in favour of the Society, the Purchaser/s shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of the said Building in favour of the Society. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this agreement and/or all other documents etc.

- 9.8 It is agreed and clarified that Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, car parking, etc. separately and independently and the purchasers/allottees of all the flats, car parking, etc. in the said Building shall be admitted to the Society.

- 9.9 The Purchaser/s and the person/s, to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoter or the Society may require for safeguarding the interest of Promoter in the said Building.

10. APEX BODY AND TRANSFER OF VASANT OASIS PROJECT

- 10.1 The Promoter, in accordance with RERA Act and RERA Rules, and at the cost and expenses of the purchaser/s of flats/shops/premises/units etc. in Vasant Oasis Project propose to form an Apex Body of all the societies of Vasant Oasis Project the purpose of carrying out the maintenance, repairs and/renovation of various infrastructure, common area and facilities items to be provided and comprised in Vasant Oasis Project (excluding Public Parking Area) and also Vasant Oasis Project Common Areas and Facilities more particularly set out in **Third Schedule** hereunder written and as per layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 or a company which shall be incorporated under the provisions of the Companies Act 2013 and the Promoter shall incorporate the Apex Body as per its discretion.
- 10.2 The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the Society in which the said Flat is agreed to be allotted for enabling such Society to pay its contribution to the Apex Body for the aforesaid purpose.
- 10.3 The Purchaser/s shall at the time of taking possession of the said Flat from the Promoter, shall pay to the Promoter an amount as specified at serial no. 8 and 9 in table provided in **Clause 14 below** which will be held by the Promoter as deposits till the Apex body is formed, constituted and registered. On formation and registration of the Apex Body, the said deposits shall be handed over to the Apex body. The said deposits shall be used as corpus fund, interest thereon earned whereon shall be utilized by the Promoter /Apex Body for maintenance and management of the infrastructure and Vasant Oasis Project Common Areas and Amenities. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their proportionate shares to Society as may be determined by his/her/their Society to be paid to Apex Body as aforesaid. 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 at the rate of 1.5% per month will be charged. The right of Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.
- 10.4 The Apex Body shall have a committee of its own formed of the representatives of each society in Vasant Oasis Project constructed on the Vasant Oasis Land. After the election/nomination of 2 (two) representatives by each of the Society, the said representative so elected/nominated shall hold office as office bearers of committee of Apex Body for a period of three years. The committee so formed as stated herein above shall have full power, absolute control and discretion as regards the maintenance and management of the infrastructure, common area facilities of Vasant Oasis Project without

there being any kind of interference in any manner whatsoever from any of the society. The Apex Body shall frame such rules, regulations and bye laws for the maintenance/ management of the infrastructure, common area and facilities and the same shall have a binding effect and full force against the Society including its members and others as aforesaid. Any violation of the said rules, regulations, guidelines or bye laws as framed by the Apex Body or by the Society shall be liable to such action as stated in the said rules, regulation, and bye laws as the Apex Body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Promoter and the Apex Body shall maintain, govern and administer the infrastructure and common areas of Vasant Oasis Project on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Promoter. It is clarified that the Apex Body/Promoter may charge additional chares/fees for maintaining Vasant Oasis Project over and above maintenance charges of infrastructure, common area and facilities. The Purchaser/s hereby unconditionally and irrevocably agree/s and undertake/s to make payment of such amounts as and when demanded by the Apex Body/Promoter.

- 10.5 The Purchaser/s hereby unconditionally and irrevocably agree and undertake that he/she/they shall have no right to claim refund of deposit paid for the Apex Body nor will the said deposit be allowed to be set of or adjusted against any other amount or amounts payable by the Purchaser/s in any manner whatsoever. The Purchaser/s has entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed accepted and confirmed by the Purchaser/s that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure, common area and facilities of Vasant Oasis Project as mentioned hereinabove, the Promoter shall have full power, control and absolute authority to manage and maintain the infrastructure, common area and facilities of Vasant Oasis Project in the manner they may deem fit and for that purpose, the Promoter shall be entitled to lay down such terms and conditions as regards payment by the purchaser/s of flats in each building/wing of Vasant Oasis Project in respect of the monthly maintenance charges or otherwise to enable the Promoter to effectively maintain the infrastructure, common area and facilities of Vasant Oasis Project. The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Promoter and the Purchaser/s shall have no right to question and dispute the decision of the Promoter in regard to their powers and authorities for maintaining the infrastructure, common area and facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this Agreement and thereupon, the Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement.
- 10.6 The Promoter, at the costs and expenses of purchasers of flats, shops, premises, units etc. of Vasant Oasis Project, shall execute a Deed of Conveyance cum Assignment of Vasant Oasis Land, Common Area, Vasant Oasis Project Common Areas and Amenities more particularly described in Third Schedule hereunder written (excluding PPL Area and super structure of the buildings already conveyed to each society) (hereinafter referred to as "Property of Apex Body") in favour of the Apex Body. Further the Promoter shall execute such Deed of Conveyance cum Assignment only after the Promoter have;

- (i) utilized, consumed, loaded etc. entire FSI potential and /or Transferable Development Rights ("TDR") for the complete development of said Larger Property;
- (ii) completed the construction and development of Vasant Oasis Project in all aspect/s and also development of the entire said Larger Property;
- (iii) received all the amounts from the purchaser/s of flats/shops/units car parking space/s in Vasant Oasis Project including the Sale Price from the Purchaser/s hereof;

and till then, the Promoter shall not be bound, liable, required and/or called upon 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.

- 10.7 The Purchaser/s shall at no time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- 10.8 All costs, charges and expenses to be incurred in connection with the formation of Apex Body as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders/allottees/purchasers of the flats/premises etc. in all the buildings/wings of Vasant Oasis Project. The Promoter shall not be liable to contribute anything towards such expenses.
- 10.9 It is agreed that one month prior to the execution of agreements/documents in favour of Apex Body, the Purchaser/s shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of Property of Apex Body and in favour of Apex Body. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 10.10 The Purchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Apex Body may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers.

11. PROJECT

- 11.1 The name of the said Building shall always be "Hana" and name of entire residential cum commercial comprising of 20 (twenty) residential cum commercial buildings/wings/structures to be constructed on Vasant Oasis Land along with Vasant Oasis Project Common Areas and Amenities shall always be "Vasant Oasis" or such other name as may be confirmed by the Promoter and this name shall not be changed without the written permission of the Promoter.
- 11.2 It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in the Fifth Schedule hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
- 11.3 It is agreed that the said Flat shall be of mivan with normal brick with cement plaster only.

12. POSSESSION DATE DELAY AND TERMINATION

- 12.1 The Promoter shall complete the construction of the said Flat and offer possession thereof to the Purchaser/s by _____ (**"the said Date"**). If the Promoter fail and/or neglect to offer possession of the said Flat to the Purchaser/s on the said Date on account of reasons beyond their control, then Promoter shall be liable, on demand, refund to the Purchaser/s the amounts already received by the Promoter from the Purchaser/s in respect of the said Flat with interest at the Interest Rate calculated from the date the Promoter received such amount and till such amount is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for offering possession of the said Flat to the Purchaser/s, if the completion of the said Building is delayed on account of;
- (i) War, Civil Commotion and/or act of God;
 - (ii) Any force majeure events;
 - (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 stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
 - (v) Any other circumstances that may be deemed reasonable by the Authority;
 - (vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from MCGM, statutory and other concerned authorities.
- 12.2 The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause 14 below. The Promoter, upon receipt of Occupation Certificate of the said Flat from the competent authority, and subject to the Purchaser/s observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under these presents), shall send a written notice to the Purchaser/s (**"Possession Notice"**) to occupy the said Flat within 30 (thirty) days from the date of such notice. The Purchaser/s shall occupy the said Flat within 30 (thirty) days of the Promoter giving Possession Notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the **"Date of Possession"** and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the Date of Possession.
- 12.3 On and from 30 (thirty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser/s (whichever is earlier), the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property including Common Areas and Amenities of the said Building and Vasant Oasis Project Common Areas and Amenities. Until Apex Body is formed and the Deed of Conveyance cum

Assignment of the Property of Apex Body is executed and registered in favour of Apex Body as mentioned in Clause 10.6 above, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time. At the time of handing over possession of the said Flat, the Purchaser/s shall pay to the Promoter the amounts as mentioned in Clause A.i.i.14 by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by MCGM at the time of possession. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with Promoter until Deed of Conveyance cum Assignment of Property of Apex Body is executed and registered in favour of the Apex Body as mentioned in Clause 10.6 above. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Organization and Apex Body (as the case may be).

- 12.4 If the Promoter fail(s) to offer the possession of the said Flat to the Purchaser/s on or before Possession Date, (save and except for the reasons as stated in Clause 12.1), then the Purchaser/s shall be entitled to either of the following:
- (i) call upon the Promoter by giving a written notice (**"Interest Notice"**), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Price paid by the Purchaser/s. The interest shall be paid by the Promoter to the Purchaser/s till the date of offering the possession of the said Flat by the Promoter to the Purchaser/s;
 - OR
 - (i) the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter (**"Termination Notice"**). On the receipt of the Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Purchaser/s the amounts already received by the Promoter under this Agreement with interest at the rate of 10% per annum. On Purchaser/s issuing Termination Notice, the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner they may deem fit and proper.
- 12.5 In case if the Purchaser/s elects his/her/their remedy under sub-clause 12.4(i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 12.4 (ii) above
- ## 13. USAGE
- 13.1 The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the attached balcony/ies for lawful purpose. The Purchaser/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.
- ## 14. OTHER CHARGES
- 14.1 As part of the transaction contemplated herein, the Purchaser/s shall, simultaneously with Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3.1 above and all other amount payable by the

Purchaser/s under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account:-

Sr. No.	Particular	Amounts
1.	Legal Charges	Rs.[●]
2.	Share Application Money	Rs.[●]
3.	Organisation Formation Charges	Rs.[●]
4.	Mahanagar Gas Connection	Rs.[●]
5.	Charges towards water meter and electric meter	Rs.[●]
6.	18 months of Adhoc Common Area Maintenance Deposit	Rs.[●]
7.	Corpus Funds/Deposit	Rs. [●]
8.	Swimming Pool and Club house Maintenance Deposit	Rs.[●]
9.	Development/ Infrastructure charges	Rs.[●]

The Promoter shall not be liable, **responsible and / or** required to render the account in respect of the **amounts mentioned** hereinabove. It is hereby clarified that the aforesaid **amounts does not** include the dues for electricity, gas and other bills for the **said Premises** and the Purchaser/s shall be liable to pay electricity, gas and **other bills** for the individual meters separately. The Purchaser shall be liable to **pay taxes** on the aforesaid amounts.

15. COVENANT AND REPRESENTATION OF THE PURCHASER/S

15.1 The Purchaser/s by **himself/herself/themselves** with intention to bind all persons **into whose hands** the Said Premises and other premises may hereinafter **come**, even after said Sale Buildings and said Property is conveyed or **leased** in favour of the said Apex Body, is executed, hereby covenant/s with the Promoter as follows:

- (i) Not to do or suffer to be done anything in or to Vasant Oasis Project said Building, said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the said Flat at the Purchaser/s' own cost in good repair and condition from the date on which the Purchaser/s is/are permitted to use the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.
- (ii) Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Vasant Oasis Project, said Building or storing of such goods which is objected to by the concerned local or other authority and

shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Vasant Oasis Project, said Building and in case any damage is caused to the Vasant Oasis Project, said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and **not** cover/enclose the planters and service ducts or any of the **projections** from the said Flat, nor chisel or in any other manner **cause damage** to the columns, beams, walls, slabs or RCC **partition or walls**, **pardis** or other structural members in the said Flat **without** the prior written permission of the Promoter, **nor do / cause** to do any hammering for whatsoever use on the **external / dead walls** of the said Building or do any act to affect the F.S.I potential of the said Property.
- (vi) Not to affix any **fixtures or grills** on the exterior of the said Building and/or Vasant Oasis Project for the purposes of drying clothes or for any other **purpose** and **undertakes** not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s **undertake/s** to **not** fix any grill having a design other than the standard **design approved** by the Promoter.
- (vii) Not to **do or** permit to be done any act or thing which may render void or voidable any insurance of the said Property / said Building / Vasant Oasis Project / Vasant Oasis Land or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (viii) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause 14 above and pay within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.
- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or

otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter / organizations of respective tower out of the Sale Buildings / Apex Body. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

- (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society / Apex Body, for the purpose of maintenance and up-keep of the said Building/Vasant Oasis Project and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
- (xii) Shall not violate and shall observe and perform all the rules and regulations which the Society/Apex Body may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/Vasant Oasis Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;
- (xiv) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.
- (xv) Shall never in any manner enclose any balcony/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

- (xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the said Building such as passage, lobby, stair case and / or any part of the said Property and/or Vasant Oasis Land.

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

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

- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property / said Building / Vasant Oasis Project / Vasant Oasis Land. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately rectify the same at his/her/their own costs and expenses.
- (ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, said Building or the said Property or Vasant Oasis Project or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action at his/her/their own costs and expenses
- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or said Building and/or Vasant Oasis Project nor litter or permit any littering in the common areas in or around the said Premises and/or the said Property and/or Vasant Oasis Project and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or said Building and/or Vasant Oasis Project to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action.
- (iv) Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building and/or Vasant Oasis Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building and/or Vasant Oasis Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building and/or Vasant Oasis Project. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits

default of this sub clause then the Purchaser/s shall immediately take remedial action

- (v) Shall not display at any place in the said Building and/or Vasant Oasis Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building and/or Vasant Oasis Project or common area therein or in any other place or on the window, doors and corridors of the said Building and/or Vasant Oasis Project.
- (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building and/or Vasant Oasis Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
- (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
- (viii) Shall cause the Apex Body to paint the said Building and/or Vasant Oasis Project at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Apex Body.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

16.1 The Promoter hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

- (i) The Promoter have clear and marketable title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Building;
- (ii) The Promoter have lawful rights and requisite approvals from the competent authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development of the said Building;
- (iii) There are no encumbrances upon the said Building except those disclosed to the Purchaser/s;
- (iv) There are no litigations pending before any Court of law with respect to the said Building except those disclosed to the Purchaser/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Building, shall be obtained by following due process of law and the Promoter have been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the said Building and common areas;

- (vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter are restricted to enter into these presents;
- (vii) At the time of execution of Deed of Conveyance/Lease in favour of the Apex Body, the Promoter shall handover lawful possession of the said Building to the Society;
- (viii) At the time of execution of Deed of Conveyance/Lease of Property of Apex Body in favour of Apex Body, the Promoter shall handover lawful possession of Property of Apex Body to Apex Body;

17. ENTRY IN THE SAID PREMISES

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

18. DEFECT LIABILITY

18.1 If within a period of 5 (five) years from the date of offering possession of the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of directly and/or indirectly attributable to the Purchaser/s and/or other occupants of the said Building.

19. MAINTENANCE CONTRACT

19.1 SAID BUILDING

- (i) The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Building, such decision shall be final and binding until the Deed of Conveyance in respect of the said Building (excluding, podium, basement, PPL Area and Property of Apex Body) is executed in favour of the Society. Thereafter, the Society will undertake to maintain the said Building and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Society shall create and maintain a sinking fund for the purpose of such maintenance.
- (ii) The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Vasant Oasis Project, such decision shall be final and binding until the Deed

of Conveyance in respect of the Property of Apex Body is executed in favour of the Apex Body. Thereafter, the Apex Body will undertake to maintain Vasant Oasis Project and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Apex Body shall create and maintain a sinking fund for the purpose of such maintenance

20. HOARDINGS AND SIGN BOARDS

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

21. TRANSFER

- 21.1 The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser/s is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, then the Purchaser/s shall be required to obtain prior written consent of the Promoter, which consent shall be given by the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.

22. MORTGAGE

- 22.1 The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property with the said Building and/or Vasant Oasis Land with Vasant Oasis Project being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property. The Promoter shall clear the mortgage debt of the Vasant Oasis Project in all respects before the execution of Deed of Conveyance of Property of Apex Body unto the Apex Body in the manner provided in this Agreement.
- 22.2 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 Promoter and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on

the said Flat, the Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Promoter under this Agreement or otherwise.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SUBSEQUENT PURCHASER(S)

- 23.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Building shall equally be applicable to and enforceable against any subsequent purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes

24. WAIVER

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

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

25. SEVERABILITY

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

- 26.1 Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchaser(s) in said Building, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the said Building.

27. FURTHER ASSURANCES

- 27.1 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.

28. PLACE OF EXECUTION AND REGISTRATION

- 28.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
- 28.2 The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter and Purchaser/s will attend such office and admit execution thereof
- 28.3 The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

29. INDEMNITY

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

30. NOTICE

- 30.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.
- 30.2 A notice shall be deemed to have been served as follows:
- (i) if personally delivered, at the time of delivery
 - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

31. PAN

- 31.1 For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
- (i) Promoter PAN AAACN1884C
 - (ii) Purchaser/s PAN _____

32. LEGAL ADVICE

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

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their

respective hands and seal to this Agreement on the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of Vasant Oasis Land)

All that piece and parcel of land bearing C.T.S. No. 345A/1 of Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban, in all admeasuring 56,161.54 sq. meters or thereabouts out of the said Larger Property and marked in orange colour boundary line on the plan annexed and marked as Annexure "A" hereto and bounded as follows:-

- On the North : Land bearing C.T.S. No. 306D, 337A/1 and 337A/2;
On the South : Land bearing C.T.S. No. 345A/1 and 345A/6;
On the West : 18.30 M wide D.P. Road;
On the East : Land bearing C.T.S. No. 357 and 345A/2.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the said Property)

All that piece and parcel of land bearing C.T.S. No. 345A/1 (pt) of Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban, admeasuring 290.34 sq. meters or thereabouts, being a portion of the Vasant Oasis Land, more particularly described in the First Schedule hereinabove written and marked in red colour hatched lines on the plan annexed and marked as Annexure "C", hereto.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Common Area and Amenities of Vasant Oasis)

1. Swimming Pool
2. Kid's pool.
3. Pool side deck.
4. BBQ.
5. Children play area.
6. Jogging track.
7. Senior resident corner.
8. Party Terrace.
9. Multipurpose Hall
10. Squash Court
11. Badminton Hall
12. Gymnasium
13. Yoga/ Multiutility room
14. Mini Theatre
15. Games Room
16. Jacuzzi

17. Steam
 18. Sauna
 19. Internal Road/Private Road
 20. Drainage/sewerage
 21. Plumbing network
 22. Electric wiring network on podium
 23. Necessary light, telephone and public water connections on podium
 24. The foundations and main walls, columns, girders, beams of podium
 25. Common areas and facilities such as (i) the ramps, (ii) podium, (iii) open areas, decks, and other recreation facilities
 26. Any other common amenities and facilities (recreational facilities) as may be sanctioned and approved by concerned authority
- The Common Area and Amenities of Vasant Oasis shall be completed on completion of Vasant Oasis Project.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(The details of common areas and amenities in the said Building)

Automatic reputed brand passenger and service Elevators
Fire alarm in all entrance lobby and lift lobbies
CCTV in entrance lobbies
Designer entrance lobby
Fire safety features as per norms
Generator back up for emergency lighting in all lobbies
Generator back up for all lifts
Intercom facility

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(the details of Amenities in the said Flat)

FLOORING:

Living, Dining, Kitchen, - Vitrified flooring
Master bed, other bedrooms - Vitrified flooring
Master Toilet - Ceramic Tiles floor and dado
Other toilets - Ceramic Tiles floor and dado

WALLS :

Gypsum Plaster with Paint finish

DOORS AND WINDOWS:

8ft High laminated flush doors

Windows -Al Powder Coated Window

KITCHEN:

Granite Platform with S.S. Sink

PLUMBING:

Concealed plumbing with quality C.P. Fittings

ELECTRIFICATION:

Concealed copper wiring with extensive layout,
modular switches, generator back up facilities for emergency.

SAFETY/SECURITY SYSTEMS:

Gas leakage detector,

Magnetic door sensor , panic switch

SIGNED AND DELIVERED by the)

withinnamed Owner)

NEEPA REAL ESTATES PVT. LTD.)

In the presence of)

1. _____)

2. _____)

SIGNED AND DELIVERED by the)

withinnamed "Purchaser/s")

Mr/Mrs./M/s.)

_____)

_____)

_____)

in the presence of)

1. _____)

2. _____)