

AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this _____ day of _____, in the year Two Thousand and _____,

BETWEEN

SUKOON DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, A-1 Tower, Hill Park Complex, Captain Suresh Samant Marg, Near Agarwal Industrial Estate, Jogeshwari (West), Mumbai- 400 102, hereinafter called the "**Vendors**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the ONE PART;

AND

Mr./Mrs./Ms. _____, of Mumbai, Indian Inhabitants residing at _____,

OR

_____ **Pvt. Ltd.**, a company registered under the Companies Act having its office at _____,

OR

M/s. _____, a firm registered under the Indian Partnership Act, having its office at _____,

hereinafter referred to as the "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the

case of individual or individuals, such individual and/or individuals, his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in the case of the company, its successors and permitted assigns) of the OTHER PART:

WHEREAS

- I. Vastu Shilpa Complex Designers Pvt. Ltd., hereinafter called "the Owners", are entitled to inter alia, all those piece and parcel of land admeasuring 23,874.40 sq. mtrs. bearing C.T.S. No. 31E/2 of village Bandivali which was previously bearing CTS No. 60 (pt.) and is now bearing C.T.S. No. 31E/2/A of village Bandivali, Taluka Andheri (hereinafter referred to as the "**Entire Land**") and is more particularly described in the First Schedule hereunder written. The said Entire Land alongwith certain adjoining lands admeasuring in aggregate to about 76,758.70 sq. mtrs. were owned by the said Owners alongwith five others namely, (1) M/s. Mackon Developers Pvt. Ltd., (2) M/s. Shilpin Designers Pvt. Ltd. (3) M/s. Shree Vinayak Enterprises, (4) M/s. Shilpin Developers and (5) M/s. Rachna Builders by virtue of various registered documents executed by the erstwhile owners in their favour.
- II. Pursuant to certain mutual understandings interse amongst the Owners and the aforesaid five others, various portions of the aforesaid lands were being developed by the said Owners as per the permissions granted by the concerned authorities from time to time. By virtue of various Development Plan (DP) reservations as well as slum encroachments affecting the aforesaid lands, the

same were sub-divided and amalgamated into various sub-plots and were given separate CTS numbers by the concerned authorities in accordance with a Layout Plan (hereinafter referred to as the "**said Layout**"), which was firstly approved by the Municipal Corporation of Greater Mumbai (MCGM) under no. CE/1354/BSII/LOKWN on 21st October 1993 and has been amended from time to time thereafter, for optimum development thereof in a phase manner.

III. Certain portions of the aforesaid lands admeasuring in aggregate to about 31,244.50 sq. mtrs. were sold, transferred and conveyed by the Owners and the aforesaid five others to one, M/s. SMGK Developers Pvt. Ltd. (hereinafter referred to as the said "**SMGK**") vide registered conveyance deeds and the balance portions of the aforesaid lands, admeasuring in aggregate to about 46,515.10 sq. mtrs. (hereinafter referred to as the said "**Larger Land**") which included the said Entire Land were sold, transferred, conveyed and released by the aforesaid five others in favour of the said Owners vide a Deed of Conveyance dated 13th March 2006 registered in the Office of Sub Registrar of Assurances at Bandra under Serial No. BDR-02073-2006.

IV. The Owners have constructed a residential complex comprising several buildings, commonly known as "Hill Park Complex" on certain portions of the said Larger Land as per sanctions accorded to them by the concerned authorities, have handed over certain portions of the said Larger Land affected by DP reservations to the MCGM and are /shall be developing the remaining portions of the said Larger Land either themselves or through their

nominees/assignees in a phase manner as per the policies framed in respect thereof from time to time.

- V. By an Agreement for Development dated 22nd March 2006 (hereinafter referred to as said **"Development Agreement"**) duly registered with the Sub-Registrar of Assurance at Bandra under Sr. No. BDR-1-3642/2006 on 3rd May 2006, the Vendors herein, therein referred to as the said Developers, acquired development rights from the Owners therein and herein, to develop a portion of the said Entire Land admeasuring 5,000 sq. mtrs. or thereabouts, which is shown hatched in **Red colour lines** on the plan annexed thereto (hereinafter referred to as the said **"Land"**), by consuming thereon TDR/DRC of about 20,400 sq. mtrs. i.e. 2,19,585 Sq. ft. MBUA, which is more particularly described in the Second Schedule thereunder written for the consideration and on the terms and conditions therein contained. Under the said Development Agreement, the Vendors are permitted to develop the said Land by constructing building/s thereon in terms of the said Development Agreement, at their own costs and expenses, after obtaining approvals from the MCGM and other concerned authorities, from time to time and are authorised to deal with and/or dispose off the premises constructed thereon and appropriate sale proceeds thereof in accordance with the Applicable Law. The Owners have also executed a Power of Attorney dated 22nd March 2006 registered under Sr. No. BDR1-03643-2006 on 3rd May 2006 with Sub-Registrar of Assurances at Bandra, in favour of the Vendors to act through its Director and Authorised Representative and do certain deeds, things and matters in respect of the said

Land described in the Second Schedule thereunder written, in terms of the said Development Agreement.

- VI. The Vendors had also acquired ownership rights in another piece and parcel of land adjacent to the said Larger Land, admeasuring about 8459.30 sq. mtrs. (hereinafter called "**the Adjacent Land**") shown in **Green colour boundary line** on the plan annexed hereto and marked as **Annexure "A"** (hereinafter referred to as the said "**Plan**"). The said Adjacent Land comprises of a sub-divided plot under Residential zone bearing CTS No 737C/4 admeasuring about 796 sq. mtrs. (hereinafter referred to as the said "**Plot**") and three other sub-divided plots bearing CTS Nos. 737C/1, 737C/2 and 737C/3 admeasuring in aggregate to about 7663.3 sq. mtrs., designated for DP reservations of Garden/Park (ROS 1.5) as per the latest DP Plan (hereinafter collectively referred to as the said "**DP ROS 1.5 Reservation**"). The said DP ROS 1.5 Reservation shall be either partly or fully handed over and/or developed by the Vendors and/or their nominees/assignees in accordance with the policies framed/to be framed in respect of development thereof at the relevant time.
- VII. The Vendors have granted development rights to M/s. Raahat Constructions in respect of the said Plot shown in **Purple colour boundary line** on the said Plan and the said M/s. Raahat Constructions have commenced construction of a multistoried building thereon. The said Plot derives access through the common Internal Road access of the Layout which connects it to the 60 ft. wide DP Road on it's South side. The said M/s. Raahat Constructions have also been granted and are exclusively entitled to a permanent 3 mtr.-1.5 mtr. (10 -5 Feet)

wide right of way/access shown in **Yellow colour wash** on the said Plan starting from the proposed 120 ft. wide DP Road (hereinafter referred to as the said **"DP Road"**) on it's North side uptil the mouth of the said Plot on it's Southern side and connecting the 60 ft. wide DP Road through the Internal Road access. . The aforesaid right of way/accesses is permanent and irrevocable and shall be available to the purchasers/occupants of the premises in the building/s being/to be constructed on the said Plot. It has been agreed by the Vendors and the Owners with the said Raahat Constructions that the said Raahat Constructions shall also be entitled to do construction on the said strip of 1.5 mtr. Right of way/access if they so desire and deem fit. Accordingly, the said Raahat Constructions may connect the building being constructed by them to the said Building either through the Basement/Podium or otherwise after obtaining necessary permissions for the same from the concerned authorities. The Vendors/Owners have granted irrevocable consent for the aforesaid as per terms mutually agreed amongst them including for amalgamating the said Building being constructed on the said Plot with the said Building and obtaining further approvals for the same under the same Building IOD File, at their sole discretion, either as a separate wing of the said Building or otherwise. The Vendors shall transfer the said Plot to the said M/s. Raahat Constructions and/or it's nominee/assignees and/or the Organisation that may be formed by the occupants of the building/s being/to be constructed on the said Plot, as may be permissible in law, alongwith such rights, benefits and covenants, as the Vendors may deem fit.

VIII. In accordance with the said Development Agreement, the Vendors obtained sanctions from the concerned authorities for construction of a building, namely Building No. 4 of Sub-Plot A of the Layout (hereinafter referred to as the said "**Building**"), which sanctions have been accorded by the MCGM vide IOD No. CE/8842/WS/AK dated 16th October 2006 and Commencement Certificate bearing no. CE/8842/WS/AK dated 04th April, 2007. For optimum development of their respective properties, the Owners, the Vendors and the said SMGK mutually agreed to merge the said Adjacent Land in the said Layout and realign the plot boundaries of the said Entire Land and the said adjoining slum plot bearing CTS NO. 31E/5 and 31/E/5/1 to 31E/5/23 (hereinafter referred to as the said "**Adjoining Plot**") which is owned and is being developed by the said SMGK. Accordingly, the said Layout was amended by the MCGM on 2nd July 2008, by virtue of which the said Adjacent Land inter alia became part of the said Layout and the said Plot was merged with the said Entire Land to become part of Sub-Plot A of the said Layout (hereinafter referred to as the said "**Sub-Plot A**").

IX. In accordance with further sanctions granted by the MCGM from time to time, the Vendors have completed construction of Wing A of the said Building consisting of basement + ground + stilt podium + 23 storeys and have also obtained Occupation Certificate of the said Wing A called as 'Maple Tower' of "SMGK ASSOCIATE WOODS" on 18th May, 2011. The Vendors have already handed over possession of the flats in the said Maple Tower to the respective

purchasers who have formed a Society under The Maharashtra Co-operative Societies Act, 1960 namely, Maple Tower Co-operative Housing Society Limited which has been registered under No. MUM/WKP/HSG/TC/15872/ 2014-2015/San 2014 on 05/02/2014.

- X. The Owners have also granted development rights to one, M/s. ARB Developers vide an Agreement dated 29th December, 2012 duly registered under Sr. No. BDR-4/4332/2013 on 07th June, 2013 on the terms and conditions mentioned therein, permitting them to construct Building No. 3 on a portion of the said Sub-Plot A, which portion is inter alia reserved for MRM Reservation. Subsequently, a Deed of Addendum has also been executed on 06th February, 2015 between the Owners and the said M/s. ARB Developers, which has been duly registered under Sr. No. BDR-1/1262/2015 on 10th February, 2015, whereby certain terms of the aforesaid Agreement dated 29th December, 2012 are modified as mentioned therein.
- XI. In pursuance of the aforesaid mutual agreements arrived at between the Owners, the Vendors and the said SMGK, further understandings were arrived at between them interse, as a result of which the boundaries of the said Entire Land and that of the said Adjoining Plot have been finally modified for which necessary sanctions have been granted by the concerned authorities and the said Layout has been accordingly amended on 22nd April, 2013. In order to optimally develop their respective properties, the said SMGK has also granted a 6 mtr. (20 feet) wide Right of Way/access shown hatched in **Blue colour lines** from a portion of their property to the Owners/Vendors which is to be used,

temporarily till the said DP Road becomes functional, by the said Owners and Vendors and occupants of the building/s being constructed by them , in common alongwith the said SMGK and the occupants of the buildings being constructed by them. Similarly, two right of ways/accesses have also been granted by the Owners /Vendors to the said Adjoining Plot of the said SMGK. Out of the aforesaid two right of ways/accesses, one is 6-9-6 mtr. (20 -30-20 feet) wide which is to be permanently used by the said SMGK and/or occupants of the Sale Building being constructed by them on the Adjoining Plot, in common alongwith the Vendors/Owners and the occupants of the Whole Project and which passes through the said Entire Land, connecting the said DP Road on the North side and the 60 ft. wide DP Road on the South side through the Internal Road access as shown hatched in **Black colour lines** on the said Plan and the another is a 6 mtr. (20 feet) wide right of way/access, a portion of which shown hatched in **Brown colour lines** on the said Plan, is to be permanently used exclusively by the SMGK and/or the occupants of the buildings being constructed by them on the Adjoining Plot and another portion of which, shown in **Brown colour wash** on the said Plan, is to be temporarily used, until the said DP Road becomes functional, by the said SMGK and/or occupants of the buildings being constructed by them on the Adjoining Plot in common alongwith the Vendors/Owners and the occupants of the Whole Project.

- XII. The shapes and boundaries of the said Entire Land as well as that of the said Adjoining Plot have also been modified in the CTS records, in accordance with

the said Layout and pursuant to Order dated 27th April 2017, revised CTS No. 31E/2/A has been given to the said Entire Land and revised CTS No. 31E/2D has been given to the said Adjoining Plot and their respective Property Register Cards with the aforesaid new CTS Nos. have been issued by the concerned authorities. The present shape and boundaries of the said Adjoining Plot is shown in **Blue colour boundary line** on the said Plan and the present shape and boundaries of the said Entire Land is shown in **Red colour boundary line** on the said Plan.

XIII. Accordingly, the design and elevation of the said Building has also been revised and the concession plans for the same comprising of four wings, namely Wings A, B, C and D have been approved by the concerned authorities. The Wing B of the said Building is hereinafter referred to as the said "Wing B" and the wings C and D of the said Building, forming part of the said Future Projects, are hereinafter referred to as the said "**Wings C and D**". The said Wing B, to be called as "**Ebony Tower**", alongwith it's Common Area and Amenities and Limited Common Area and Amenities comprises the Project B and is hereinafter referred to as the said "**Project B**". The Vendors have registered the said **Project B** as a separate "real estate project" as defined in RERA with the Real Estate Regulatory Authority at Mumbai bearing Registration No. P51800009546. The copy of the RERA certificate for the said Project B is annexed hereto and marked as **Annexure "B"**.

XIV. The Future Projects will also be registered as separate real estate projects, as and when and if required under the provisions of the Real Estate (Regulation

and Development) Act, 2016 and the applicable rules, amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority, from time to time. The designs, plans, specifications, infrastructure, number, etc. of the said Future Projects may change depending upon the exigency of the situation and/or demand of the circumstances.

XV. The construction of the said Building on the said Portion with all it's common areas and amenities/facilities including the parking spaces constructed therein is hereinafter collectively referred to as the said **"Whole Project"**. The said Whole Project inter alia comprises the project comprising Wing A (i.e. Maple Tower) of the said Building, development of the said Project B and development of the said Future Projects and the same is being developed as an integrated project and shall be completed in a phasewise manner over a period of time. All the wings/structures of the said Building shall have common entry and exit points, basement/stilt/podium levels along with various infrastructures, common areas and amenities/facilities for the restricted use of the purchasers of premises in the said Building in terms of this Agreement including single/multi-level/stacked/mechanical vehicle parking spaces. The said Project B and the said Future Projects shall be collectively known as **"WOODS-Platina"**.

XVI. The Vendors have duly appointed Architects and Structural Engineers for preparation of Structural designs and drawings of the said Project B and the Vendors accept professional supervision of the Architects and Structural

Engineers in respect of the design and execution of the Project B till it's Completion.

XVII. The Vendors have inter alia obtained some of the approvals from the concerned authorities to the plans, the specifications, elevations, sections of the said Wing B of the said Building and shall obtain the remaining approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Wing B.

XVIII. The Vendors have accordingly commenced construction of the said Wing B on a portion of the said Land admeasuring about 480 sq. mtrs. which is shown in **Green colour wash** on the said Plan and is more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said Portion B**") and a MBUA of about 6,550.15 sq. mtrs. is presently sanctioned to be consumed in the said Wing B. The copies of the said IOD letter bearing No. CE/8842/WS/AK dated 16th October 2006 alongwith amended IOD letter dated 31st March 2018 and the said Commencement Certificate bearing no. CE/8842/WS/AK dated 04th April, 2007 of the said Building, as revalidated from time to time, are annexed hereto and marked as **Annexure "C" and "D"** respectively.

XIX. The Vendors have also obtained Title Report cum Certificate in respect of their entitlement to develop the said Project B which has been issued by Advocate Zaid Ansari on 29th July, 2017. A copy of the said Title Report cum Certificate dated 29th July, 2017 and a copy of the Property Register Card of the said Entire

Land have been annexed hereto and marked as Annexure "E" and "F", respectively.

- XX. While sanctioning the building plans and the said Layout, the concerned local authorities and/or Governmental Authorities has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendors while developing the said Portion B and constructing the said Wing B and upon due observance and performance of which only, the completion or occupation certificate in respect of the said Wing B and the said Building shall be granted by the concerned authorities.
- XXI. The Vendors intend to sell and allot the various flats/units being constructed in the said Wing B comprising the said Project B alongwith right to use open/covered vehicle parking spaces to be provided as an added amenity to the said flats/units, on "ownership basis" under the provisions of Applicable Law, from time to time and/or grant leases, tenancies, licenses, and/or alienate or dispose off such premises, as the Vendors deem fit, in their discretion. The Vendors shall be entering into separate writings/agreements for allotment/sale of such flats/units and/or other premises in the said Project B with the various allottees/purchasers thereof, in a form similar to this agreement, subject to such changes as may be necessary or considered desirable by the Vendor;
- XXII. The Purchaser is interested in purchasing a flat in the said Wing B alongwith the right to use a Single vehicle parking space/s and in this regard has demanded from the Vendors, and the Vendors have given full and free

inspection to the Purchaser of all the documents of title relating to the Portion B including the title deeds as well as all the documents, writings, etc. referred to in the Title Report cum Certificate mentioned hereinabove, Property Cards and Revenue Records, various permissions/approvals received from concerned authorities, plans and conditions of the Layout, approved plans, designs and specifications of the said Wing B being developed by the Vendors on the said Portion B, as also the plans, designs and specifications of the said Building and all such other documents, as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and 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 "**the said Rules**") and the Purchaser confirms having seen, perused, verified and fully understood the said documents, writings, plans, etc. as also confirms having verified all the details published by the Vendors in respect of the said Project B on the MAHARERA website on www.mahareraonline.gov.in.

XXIII. The Vendors have also informed the Purchaser and the Purchaser is aware that the respective owners of the properties comprising the said Layout, are inter alia solely entitled, at any time and from time to time (i) to amend the said Layout and plans (ii) to exchange the areas of their respective properties inter se and/or with the adjoining land owners (iii) to develop their respective portions of the lands comprising the said Layout by constructing the Other Projects as per the schemes framed or to be framed by MCGM/Slum

Rehabilitation Authority (SRA) and/or other authorities and/or agencies from time to time (iv) to utilize, consume, sell, grant rights in respect of the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR and other development potential, benefits, potential, yield and/or advantages as may be available on any account whatsoever and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or that may be/become available to them or acquired in respect of their respective properties under any applicable law, change in policies and/or due to any increase in the FSI/TDR/DR and/or TDR loading rights or otherwise howsoever, including by/due to development and/or hand over, transfer to any Governmental Authority or persons, of any or all of the reservations or any part/s thereof (v) to provide internal access from their respective properties (vi) to modify the shape, size and location of the Open areas/Recreation Garden areas/Reservation areas/Amenity areas (vii) to amalgamate their respective properties with other adjoining properties (viii) to sub-divide their respective properties, if permissible (ix) to grant any rights, privileges, benefits or easements by way of access, right of way, right to drain water or making any connection to any drains, sewerage, water or electricity installations as may be necessary to be granted for the more beneficial use and enjoyment of their respective properties and/or any other lands, as may be desired by the said respective owners or if required to be made for the purpose of meeting any requisitions, objections or requirements of the Municipal

Corporation of Greater Mumbai or any statutory bodies or authorities, etc. (x) to grant right to control the placement, installation and maintenance of any types of temporary and permanent signage and hoardings, right to promote, manage and undertake any events, etc. (xi) to execute development rights, transfer deeds in the form of lease or conveyance deed or any other deeds, as they may decide at their discretion, in respect of their respective properties or part/s thereof in favour of any third party/persons/entities and/or organization/s that may be formed, subject to such provisions which shall be accordingly framed and the burden thereof shall run with the lands comprising the said Layout and which shall be binding upon all the persons who are holders of the various premises constructed on the lands comprising the said Layout , as the aforesaid respective owners may require for giving effect to and/or enforcing the restrictions, covenants and stipulations contained in the various approvals granted by the concerned authorities for securing their balance rights therein as also the rights granted to various developers/persons in respect of portions therein and (xii) to do all such acts, matters and things which they deem fit in their interest and for more effective and optimum development of their respective properties.

XXIV. The Vendors have informed the Purchaser and the Purchaser has ascertained and is aware that there will be other wings/structures being the said Future Projects, with various common infrastructure facilities/services/amenities including the Mechanical Parking System/ Tower, as aforesaid, which are yet to be constructed on other parts of the said Portion and that the subject matter

of this Agreement is only the said Project B being developed by the Vendors on the said **"Portion B"** which is shown in **Green colour wash** on the said Plan and is more particularly described in the Schedule hereunder written.

XXV. The Purchaser has satisfied himself/herself/itself about the rights of the Vendors to develop the said Portion B and sell the flats/units being constructed in the said Wing B of the said Building and with full notice/knowledge of the facts, terms and conditions and provisions contained in this Agreement and in the documents/approvals recited herein, has approached and requested the Vendors for allotment of the flat bearing No. _____ having Carpet Area of about _____ square feet i.e. _____ square meters alongwith the Deck/s attached to the said Flat having aggregate Carpet Area of about _____ square feet i.e. _____ square meters, on the _____ floor of the said Wing B of the said Building (hereinafter referred to as the said **"Flat"**) alongwith the right to use a _____ **(Single)** _____ **(Small/Medium/Large/Extra Large)** _____ **(Open/Covered)** _____ **(Two/Four)** wheeler light motor vehicle parking space at _____ **(Podium/Ground/Basement)** floor in _____ **(lower stack/upper stack)** (hereinafter referred to as the said **"Parking"**) as an amenity to the said Flat for a price (hereinafter referred to as the said **"Consideration Value"**) of **Rs.** _____/- **(Rupees** _____ **Only)** towards the purchase of the said Flat and the right to use the said Parking (hereinafter collectively referred to as the said **"Premises"**) and are more particularly described in the Third Schedule hereunder written. The said Flat is shown

hatched in **Red colour lines** on the floor plan annexed hereto and marked as **Annexure "G"** and the said Parking is shown hatched in **Red colour lines** on the floor plan annexed hereto and marked as **Annexure "H"**.

XXVI. Based upon the agreements, confirmations and undertakings of and applicable to the Purchaser herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Vendors have agreed to allot and sell the said Flat alongwith the right to use the said Parking as an amenity to the said Flat, to the Purchaser subject to the terms and conditions herein appearing. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in this Agreement. The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the Agreement herein, this Agreement shall be read and construed in its entirety.

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

- 1.1.1 "AFS" means the agreements for sale of premises that have been /may be entered by the Vendors with the purchasers of such premises.
- 1.1.2 "Aggregate Payments" means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus/security deposit, etc. including the Consideration Value, Interest, Liquidated Damages, Other Charges & Deposits and Taxes payable, agreed to be paid, and/or required to be paid by the Purchaser herein and in relation to and/or in pursuance of the Agreement for allotment and sale of the Flat herein.
- 1.1.3 "Agreement" means this Agreement including all recitals and schedules herein and all annexures hereto and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Vendors and by the Purchaser, which writing shall be expressed to be supplemental to, or as a modification or amendment of this Agreement.
- 1.1.4 "Amenities Provider" means an Interior Decorator/Contractor qualified to carry out fitouts/interior works in units/flats, who may be appointed by the Purchaser to carry out interior decoration work of the said Flat and who shall undertake procurement of materials for carrying out the fitouts/interior works or shall provide labour/contractor services to the Purchaser on mutually agreed terms.
- 1.1.5 "Apex Body" means any corporate or other body, entity, or organisation, to be constituted, formed comprising of all or some of the Organizations formed in respect of the various wings/buildings of the Layout which may

be co-operative societies under the Maharashtra Co-operative Societies Act 1960, and/or Condominiums under the Apartment Ownerships Act 1970, and/or Companies under the Companies Act, 2013 and/or any other entities, organizations, associations or bodies, referred to in or permitted to be formed under RERA and/or other Applicable Law, as referred to in Article (11) of this Agreement.

- 1.1.6 “Applicable Law” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the various approvals and the terms and conditions thereof, as maybe issued or imposed or required or mandated, in any manner by any local and/or Governmental Authority or courts of law or judicial or quasi-judicial bodies or authorities and as are or may be, in force from time to time, and/or applicable to or affecting the development of the Project B, all being of the Republic of India.
- 1.1.7 “Booking Amount” means the earnest money/deposit as stated in Annexure K hereto and paid by the Purchaser to the Vendors.
- 1.1.8 “Carpet Area” means the proposed carpet area of the Flat as stated in the Third Schedule hereunder written, determined as per RERA on the basis of the net usable floor area of the Flat excluding the floor area covered by the external walls, areas under services shafts, exclusive balconies or verandah or deck area and exclusive open terrace area, but including the floor area covered by the internal partition walls of the Flat.

1.1.9 “Common Areas & Amenities” means and includes all such amenities and areas such as staircases, lifts, lobbies, common passages, services ducts, garbage chutes, refuge areas, entrance lobby, meter room, etc. which may be available in addition to Development Potential with or without payment of any premiums within the structure of Project B for the common use of all the purchasers in the said Wing B. Common Areas & Amenities shall always exclude Limited Common Areas & Amenities and vehicle parking spaces allotted/to be allotted to the certain purchasers of the flats/units in the Project B. The Common Areas & Amenities in respect of the Project B, more particularly set out in Annexure J hereto.

1.1.10 “Confidential Information” includes all information imparted by the Vendors to the Purchaser and obtained by the Purchaser under and/or in connection with this Agreement on, before or after the date of execution of this Agreement, relating to the said Larger Land, said Sub-Plot A, said Land, said Portion B and/or the Project B and/or the Whole Project, and/or the said Layout and/or current or projected plans or affairs of the owners of the lands comprising the said Layout, Vendors, Owners or Vendors’ Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, plans, approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the said Larger Land, said Sub-Plot A, said Land, said Portion and/or the said Layout and/or the Whole Project including Project B or any part/s thereof and (iii)

the existence of any discussions or negotiations any proposal of business terms and any due diligence materials and other transaction documents in each case to the extent relating to the transaction contemplated under this Agreement.

1.1.11 “Construction Defects” means defects in the materials used in the structural construction of the Wing B which would result in the failure of a component part thereof or result in damage thereto and shall always exclude wear and tear, loss or damage due to a Force Majeure Events, minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence and/or failure to undertake proper and effective care and maintenance as a prudent person would.

1.1.12 “Date of Offer of Possession” means the date of the written communication addressed by the Vendors to the Purchaser, under which the Vendors shall offer possession of the Flat in terms of Article (5) hereinbelow; which is currently estimated by the Vendors, to be the date stated in Article (5.1) hereto, subject to Force Majeure Events .

1.1.13 “Day” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.

1.1.14 “Development Fees” shall mean the charges payable to the MCGM and/or other concerned authorities under the head Development Fees and/or Development Cess and/or Betterment Charges and/or Infrastructure Improvement Charges, etc. and/or similar items by whatever name called.

- 1.1.15 “Development Potential” means MBUA/FSI/TDR to be consumed/utilized in the said Wing B which at present is about 6550.15 sq. mts. i.e. 70,505.81 sq. fts. which may include areas of excess Refuge area, certain elevation features, etc., which are counted in FSI and excludes (a) the free of FSI areas that will be available, with or without payment of any premium, to be utilised in the said Wing B (b) the Common Areas & Amenities and Limited Common Areas & Amenities of the said Wing B and (c) vehicle parking spaces for Project B, all of which will be in addition to the Development Potential.
- 1.1.16 “DP” means the Development Plan of lands, having different uses as sanctioned by the concerned authorities, in terms of which properties forming it's part are to be developed after obtaining sanctions from the concerned authorities in terms of the policies framed in respect of their development.
- 1.1.17 “Entity” means an organisation proposed to be formed in respect of the Wing B which may be a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or Condominium under the Apartment Ownerships Act 1970, and/or Company under the Companies Act, 2013 and/or any other entity, organisation, association, or body, referred to in or permitted to be formed under RERA.
- 1.1.18 “Flat” means the proposed residential dwelling unit in the Project B described herein, which is shown hatched in **Red colour lines** on the floor plan thereof

annexed hereto as Annexure G and which is inter alia more particularly described in the Third Schedule hereunder written.

1.1.19 “Flat Amenities” means the amenities, fixtures and fittings proposed to be provided in the Flat, as listed in the Annexure I hereto. In case of units/flats allotted/agreed to be sold in “Bareshell” condition, the Flat Amenities shall comprise of only internal walls, external plumbing and main electrical Distribution Board.

1.1.20 “Force Majeure Events” includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts, and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Vendors/Owners, in relation to the development of the said Portion B, or any part thereof, and/or the development and completion of the Project B, (3) claim, dispute, litigation, notice, order, prohibitory order, injunction, status-quo, judgement, decree, rule, regulation, notification or directive, and/or policies of Governmental Authority and/or terms and conditions or any approvals, which affects the Portion B and/or the Portion and/or Entire Land and/or Sub-Plot A, and/or Layout, and/or the development thereof and/or of the Whole Project including Project B, (4) delay or refusal in issue of any approvals, including occupation certificate/s, as may be required in respect of the Project B and/or the Common Areas & Amenities/Other Facilities to

be issued by any Governmental Authority, and (5) any other circumstances that may be deemed reasonable by the Government Authority.

1.1.21 “FSI” or “FAR” means floor space index or floor area ratio.

1.1.22 “Future Projects” means the remaining wings/structures of the said Building, namely Wings C & D or such other structures being constructed / to be constructed as part of the Whole Project, that may be approved by the concerned authorities, with such modifications for construction by the Vendors/Owners and/or their nominees/assigns, as and when they deem fit and in the manner they desire. The FSI/TDR to be utilized in the Future Projects shall be out of the development potential/rights available to the Vendors in terms of the said Development Agreement and/or in terms of any other understandings arrived at with the Owners at the relevant time and/or the development potential/rights available, at present or in future, to the Owners which the Owners may utilize in the Future Projects.

1.1.23 “Governmental Authority” means the Government of India, the State Government of Maharashtra, any local or other government and any ministry, department, agency, officer, commission, court, judicial or quasi judicial body or authority, statutory or public authority or body or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government and includes the MCGM, SRA, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority (RERA) constituted by the State Government of Maharashtra under RERA and any other concerned bodies or authorities.

- 1.1.24 "Holding Charges" means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rs. 100/- per square meter Carpet Area (RERA) of the Flat per month.
- 1.1.25 "Indemnified Parties" shall mean the Vendors, Vendors' Affiliates, PMC and the Owners and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them and their respective successors and assigns.
- 1.1.26 "Informative Materials" means all authorised advertisements, publicity, or promotions, of whatsoever nature in respect of the Portion B, the said Land, the said Sub-Plot A and/or the Whole Project including Project B, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of the Vendors and any other such information or materials as may be made, or published by, or on behalf of the Vendors.
- 1.1.27 "Intellectual Property" means the word mark "SMGK " and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of

the Vendors and/or in respect of the Portion B, said Land, said Sub-Plot A, lands comprising the said Layout and/or the developments and Other Projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto) and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

1.1.28 "Interest" shall mean interest payable by Purchaser to the Vendors or by the Vendors to the Purchaser, as the case may be, at the rate of two percent (2%) above the State Bank of India highest Marginal Cost of Lending Rate provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

1.1.29 "Limited Common Areas & Amenities" means the areas, amenities, utilities and facilities, if any, which may be available in addition to Development Potential consumed/to be consumed with or without payment of any premiums within the structure of Project B to be developed upon the said

Portion B, which are intended for the restricted use of certain purchasers and occupants of premises in the Project B and which may be appurtenant to the premises of such purchasers and occupants, which are as set out in Annexure J hereto

1.1.30 “Liquidated Damages” means the pre-estimated liquidated damages payable by the Purchaser, which shall be equivalent to ten per-cent (10%) of the Consideration Value, which the Parties consider to be reasonable and which shall not be considered as a penalty.

1.1.31 “MBUA” means the Municipal Built-up Area that is sanctioned, for consumption in the buildings/structures, by the MCGM out of the total FSI (Floor Space Index) including TDR Potential and/or Premium FSI right or any other development right available in respect of any developable land under any scheme/policy of the Governmental Authority .

1.1.32 “MCGM” means Municipal Corporation of Greater Mumbai.

1.1.33 “Mechanical Parking System/Tower” means the atomized parking systems to be constructed as part of the Whole Project having several parking spaces for accommodating vehicles at different levels. The vehicles will be parked and retrieved in/from the parking spaces with the use of mechanical lifts and shall accommodate vehicles of specified sizes.

1.1.34 “MOFA” means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.

- 1.1.35 “MRM Reservation” means Municipal Retail Market Reservation as per the Development Plan (DP) which has to be developed in accordance with the policies framed in respect of development thereof.
- 1.1.36 “Organisation” means an organisation formed/proposed to be formed in respect of each of the various wings/buildings constructed in the Layout which include the said Entity and which may be a Co-operative Society under the Maharashtra Co-operative Societies Act 1960, and/or Condominium under the Apartment Ownerships Act 1970, and/or Company under the Companies Act, 2013 and/or any other entity, organisation, association or body referred to in or permitted to be formed under RERA.
- 1.1.37 “Other Charges & Deposits” shall mean the charges and deposits referred to and stated in Article (3.6), as determined by the Vendors, in its discretion, be calculated or based on the Carpet Area plus open/enclosed/utility balconies/deck areas of the Flat, if any or as a fixed or lumpsum charge or otherwise on any other basis.
- 1.1.38 “Other Facilities” means the facilities provided or that may be provided for restricted use thereof subject to certain terms and conditions, which are more particularly described in Article (10) herein without creating any rights or entitlement therein of any nature whatsoever in favour of the user including the Purchaser herein.
- 1.1.39 “Other Projects” means the other buildings/ structures being constructed / to be constructed in the Layout, that have been/may be approved by the

concerned authorities for development by the owners/developers of the various portions of the lands forming part of the Layout and/or their nominees/assignees, as and when they deem fit and in the manner they desire. The FSI/TDR/DR to be utilized in the Other Projects shall be out of the present and/or future development potential/rights available to the owners of the various portions of the lands forming part of the Layout.

1.1.40 "Parties" means the Vendors and the Purchaser and the term "Party" shall be construed accordingly.

1.1.41 "PMC" shall mean any entity/ies or organisation/s or agency/ies or person/s engaged and appointed, from time to time, by the Vendors, Owners, their assignees/nominees, and/or Vendors' Affiliates, in its/their discretion, for the management and/or maintenance and/or repairs of the common areas/facilities/amenities of the Whole Project, and/or Project B, and/or of Future Projects and/or the Common Areas & Amenities and/or Limited Common Areas & Amenities and/or Other Facilities or any of them.

1.1.42 "Portion" means the portion of lands admeasuring 5,500 sq.mtrs. or thereabouts upon which the said Whole Project/Building is to be/being developed/constructed and which forms part of the said Sub-Plot A and which only includes parts of the Entire Land, which are appurtenant to the said Building and not any other portions of the Entire Land.

1.1.43 "Purchaser" means the purchaser/s named hereinabove and includes all subsequent purchaser/s of the Flat from time to time and/or any Investor

within the meaning of Article 5 (g-a) of the Schedule I of the Maharashtra Stamp Act, 1958.

1.1.44 “Purchaser’s Event of Default” includes the occurrence of all or any of the following events :

- a) the Purchaser delaying or committing default in making and/or failing, refusing or neglecting to make payment of any of the Aggregate Payments or any part/s thereof on or before respective due dates; and/or
- b) the Purchaser committing any breach or default of or not being in observance, performance or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement and/or as given by him/her/it under this Agreement and/or of any approvals and/or Applicable Law, etc.; and/or
- c) the Purchaser has been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
- d) the Purchaser receiving any notice from any local and/or Governmental Authority and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations and/or the Purchaser’s involvement in any money laundering and/or illegal activity/ies and/or the Purchaser

being declared to be proclaimed offender/s and/or a warrant being issued against him/her/it under any laws, rules, or regulations

1.1.45 “RERA” means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Governmental Authority from time to time.

1.1.46 “SRA” mean Slum Rehabilitation Authority.

1.1.47 “Stack Parkings” means the two/three level mechanical parking systems having lower and upper stack parking spaces constructed under covered area at Stilt/Podium/Basement floor/level and/or in open areas. The Stack Parking systems shall accommodate two/four wheeler vehicles of specified sizes.

1.1.48 “Taxes” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law and/or by Governmental Authority, attributable to and/or in relation to and/or arising from, and/or imposed or levied upon the agreement for allotment and sale herein and/or the Flat and/or the Parking and/or this Agreement and/or upon the Consideration Value and/or any or all of the other Aggregate Payments referred herein and/or upon the Entity to be formed and/or the concerned Organisation/Apex

Body to be formed in respect of the Whole Project and/or in respect of the documents and writings to be executed in their favour, as contemplated herein and/or otherwise; and includes Goods And Services Tax (GST), education tax/cess /charges, local body taxes, property rates and taxes and cesses, stamp duty and registration charges and any other taxes, imposts, impositions, levies or charges in the nature of indirect tax or in relation thereto, that is/are imposed or levied by any Governmental Authority.

1.1.49 “TDR” means transferable development rights.

1.1.50 “TDS” means tax deducted at source, under the Income Tax Act, 1961.

1.1.51 “TDS Certificate” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.

1.1.52 “Vehicles” comprise of Two wheeler and Four wheeler vehicles of specified sizes. Two wheeler vehicles means bikes, scooters , bicycles, etc. of standard sizes whereas Four wheeler vehicles means light motor vehicle having dimensions denoted against their types set out in Annexure H hereto .

1.1.53 “Vendors’ Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of and/or group, holding, or affiliate/s, or subsidiary company/ies, entity/ies, or concern/s, of the Vendors and/or associated or affiliated with the Vendors by contract or otherwise.

1.1.54 "Vendors' Bank Account/s" means the bank account/s as may be designated and operated from time to time by the Vendors for payment and deposit by the Purchaser of the Aggregate Payments or any part/s thereof.

1.1.55 "Whole Project Completion" mean the date on which full occupation certificate and all other approvals in respect of last wing of the last project/phase of the Whole Project is received.

1.2 Interpretations - In this Agreement:

1.2.1 unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;

1.2.2 reference to the terms "herein", "hereto", "hereof" or "thereof" and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;

1.2.3 reference to any one gender, masculine, feminine, or neutral, includes the other two and the singular includes the plural and vice versa, unless the subject or context otherwise requires;

1.2.4 reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and the term "amended" is to be construed accordingly unless the subject or context otherwise requires;

1.2.5 bold type face, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement and/or limit, extend, or define any of the terms, conditions and provisions hereof;

- 1.2.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
- 1.2.7 wherever the Purchaser has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Purchaser, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- 1.2.8 wherever reference is made to “purchasers” in this Agreement the same means and shall be deemed to mean, the respective heirs, executors, administrators, successors, and permitted assigns, as the case may be of such “purchasers”;
- 1.2.9 wherever reference is made to the “discretion of the Vendors”, or “Vendors’ discretion”, or Owners’ discretion or discretion of the respective owners of the lands/properties and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Vendors, Owners, respective owners, etc., as the case may be, which irrevocably binds the Purchaser and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Purchaser and all concerned persons;

- 1.2.10 wherever reference is made to the “entitlement” of the Vendors and/or the Vendors being “entitled” and any grammatical variations thereof, the same means and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Vendors in their sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.2.11 time is of the essence in respect of the performance by the Purchaser of all his/her/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Vendors in its discretion, such extended time period shall also be of the essence;
- 1.2.12 all Aggregate Payments shall be paid by the Purchaser on or before the due dates for payment thereof, and/or as demanded by the Vendors, without any delay, demur, default, dispute, or deduction, whatsoever;
- 1.2.13 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in or annexed to this Agreement, as the case may be;
- 1.2.14 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE

2.1. Subject to and upon the terms, conditions and provisions hereof, including payment by the Purchaser of the Aggregate Payments, the Vendors hereby agree/s to allot and sell to the Purchaser, and the Purchaser hereby agree/s to purchase and acquire from the Vendors, on what is commonly known as "ownership basis" in terms of Applicable Law, the said Flat being the flat bearing No. _____ having Carpet Area of about _____square feet (approx.) i.e. _____ square meters Carpet Area alongwith the Deck/s attached thereto having Carpet Area in aggregate of about _____ square feet i.e. _____ square meters on the _____ floor of the said Wing B of the said Building shown hatched in **Red colour lines** on the plan annexed hereto as Annexure G, alongwith right to use a _____ **(Single)** _____ **(Small/Medium/Large/Extra Large)** _____ **(Open/Covered)** _____ **(Two/Four)** wheeler light motor vehicle parking space at _____ **(Podium/Ground/Basement)** floor in _____ **(lower stack/upper stack)**, being the said Parking, as an amenity to the said Flat, shown hatched in **Red colour lines** on the plan annexed hereto as Annexure H, with full notice/knowledge of the terms and conditions and provisions contained in the documents/approvals hereinabove recited and subject to the terms and conditions hereinafter appearing. The said Flat and the right to use the said Parking as an amenity to the said Flat, being the said Premises are more particularly described in the Third Schedule hereunder written.

2.2. The Purchaser hereby acknowledges and agrees that the Parking agreed to be allotted to him/her by the Vendors shall be forming part of the Whole Project

having specifications as per the details mentioned in Annexure H hereto and that it's exact number will be allotted/intimated on or before handing over possession of the said Flat. The use of the Parking is as an amenity attached to the Flat, solely and exclusively for parking purposes and for no other purposes whatsoever. The Purchaser acknowledges that the said Flat and the said Parking shall be held by the Purchaser as one composite unit and the Purchaser shall not be entitled to transfer the use and enjoyment of the said Parking without the said Flat.

2.3. The said Flat is allotted/sold subject to the terms and conditions of this Agreement and more particularly subject to: -

- a) any Scheme or reservations affecting the said Layout or any part or parts thereof made or to be made by any authorities concerned.
- b) it's use as is approved and permissible in law;
- c) any relevant and necessary covenants as may be stipulated by the Vendors/Owners for the more beneficial and optimum use and enjoyment of their respective properties, in general or any part thereof and for the benefit of any premises therein;
- d) the unfettered rights of the respective owners of the lands on their lands comprising the Layout which include rights of such person/s who have been/may be granted rights therein pursuant to agreements/understandings that have been / may be arrived in respect thereof;
- e) a clear understanding that no rights of any nature are created in favour of the Purchaser on any other portion of the lands comprising the said Layout and

use of any facilities/services/amenities available on any portions of lands forming part of the Layout, if allowed under the express revocable consent and permission of their respective owners, is subject to terms and conditions framed in respect thereof, from time to time, .

f) rights of water pipe line, water drainage, water-course, lights and other easements and appurtenances or reputed easements, if any affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewage, drains, gutters, fences and other like matters. The respective owners of the lands comprising the Layout shall not be required to show the creation of or define or apportion any burden.

g) such terms, conditions and restrictions which the Governmental Authority has set out and may set out and which may apply to and have to be complied with by the Owners and /or Vendors and/or their nominees/assignees and/or the purchasers and/or occupants of premises in the Whole Project, the said Sub-Plot A or premises in the buildings constructed in the Layout.

2.4. Flat Amenities

The Vendor shall install and/or provide in the said Flat, the “**Flat Amenities**”, as listed in the Statement annexed hereto and marked as **Annexure “I”**.

2.5. The Purchaser has been informed and is aware that :

a) all natural materials that are to be installed in the Project B and/or the Flat and/or that form a part of the Flat Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences and their non-conformity, natural discoloration or tonal differences/variations at the

time of installation will be unavoidable and the Purchaser shall have no claim against the Vendors in respect of such differences/variations;

- b) the warranties of equipment, appliances and electronic items installed in the Flat by the Vendors shall be as per the standard warranties provided by the manufacturer only and accordingly, any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and the Purchaser shall have no claim against the Vendors in respect thereof and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Purchaser; and
- c) the equipment, appliances and electronic items installed and forming a part of the Flat Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers, who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

2.6. Common Areas & Amenities and Limited Common Areas & Amenities

The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities forming part of the Project B are set forth in the Statement annexed hereto and marked as **Annexure "J"**, which will be

completed and/or available on or before completion of the Project B and which the Purchaser shall be entitled to use subject to payment of maintenance and upkeep charges in respect thereof and such other conditions which the Vendors and/or the Entity may stipulate and prescribe from time to time.

2.7. The Purchaser has been informed and is aware, as regards the Common Areas & Amenities and/or Limited Common Areas & Amenities of the Project B that :

- a) the warranties of equipment, machinery and various other amenities/facilities which form part of Common Areas & Amenities and/or Limited Common Areas & Amenities are/shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall have to be obtained for which the purchasers of premises including the Purchaser and/or Entity and/or concerned Organisations and/or Apex Body, as the case may be shall have to bear the cost and charges;
- b) the equipment, machinery and various other amenities/facilities which form part of Common Areas & Amenities and/or Limited Common Areas & Amenities and/or Other Facilities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who

alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void and the Vendors/Owners shall not be responsible for the same in any manner whatsoever; and

- c) for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Flat Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities, the materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided therein and the Purchaser shall raise no claim in respect thereof.

ARTICLE 3 -CONSIDERATION VALUE

3.1.

- a) The Purchaser agrees and undertakes to pay to the Vendors, the Consideration Value in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked as **Annexure "K"**, subject to the terms and provisions of this Article, time being the essence of the contract. All payments shall be made by cheques and/or pay orders and/or demand drafts, drawn in favour of the Vendors, or if directed by the Vendors, in its discretion, by direct bank transfer/RTGS deposited by the Purchaser in the Vendors' Bank Account, alongwith the applicable Taxes thereon and subject to

deduction of applicable TDS. As per the Income Tax Act, 1961, TDS is presently 1% (one per cent) of all amounts to be paid to the “transferor”, that is, in the present case, to the Vendors (in installments or otherwise), which TDS shall be deducted by the Purchaser at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961.

- b) The Purchaser agrees and undertakes to deliver to the Vendors, original TDS Certificate/s by the expiry of seven (7) Days from the date of each payment of TDS made by the Purchaser. Without prejudice to non-payment of TDS and/or the non-delivery of TDS Certificate/s as aforesaid, the Purchaser shall be liable to deposit with the Vendors, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Purchaser producing the TDS Certificate and the Vendors receiving the credit for the TDS, the deposit amount shall be refunded after deducting Interest therefrom in respect of, for the period of delay in payment of TDS by the Purchaser to the Government.
- c) The Consideration Value has been agreed by the Parties after taking into account the input credit available to the Vendors on the Goods & Services Tax payable by the Purchaser to the Vendors as per the applicable rate at the relevant time. The Purchaser shall not be entitled to claim any refund/rebate or raise any dispute on account of the benefit of input credit already considered, as aforesaid, since the same, if any, has already been accounted for in the Consideration Value.

- 3.2. It is expressly agreed between the parties hereto that in the event of the cost of the construction of the said Project B increases by more than five percent by reason of the escalation in the cost of construction materials, labour services, wages, etc., the Vendors shall be entitled to an increment in the Consideration Value to the extent of the increase in the cost of construction, as aforesaid, as may be certified by the Architects/ Engineers of the Vendors. The Vendors shall also be entitled to an increment in the Consideration Value on account of escalation/increase in the fees/charges/taxes, which may be levied or imposed by any Governmental Authority, from time to time in respect of the Project B. Such additional Consideration Value, due to the aforesaid increases, shall be determined proportionately on the basis of the total built up area of the Flat alongwith Deck Area/s (if any) to the total built up area of the Project B, by the Vendors and shall be due and payable on or before the Date of Offer of Possession, apportioned equally between the (unpaid) balance installments of the Consideration Value and shall be payable along with the same.
- 3.3. The Flat Amenities, Common Areas & Amenities and Limited Common Areas & Amenities that may be provided by the Vendors, shall be provided free of cost and the Purchaser agrees not to claim any reduction or concession in the Consideration Value and/or in the amounts payable under this Agreement on account of any change, deletion or substitution in the equipments, machineries, fixtures, fittings, Common Areas & Amenities and/or Other Facilities, due to any reason whatsoever.

- 3.4. The Vendors may consider, in its sole discretion, a rebate for early payments of the Consideration Value or any of its installments payable by the Purchaser by discounting such early payments by such percentage as the Vendors may decide for the period by which the Consideration Value and/or respective installment, as the case may be, has been preponed. The provision for allowing rebate and such rate of rebate shall not be a matter of right of the Purchaser and shall only be effective provided writing/Supplemental Agreement in respect thereof is executed between the Parties. The Purchaser shall at his own cost and expenses, including payment of stamp duty and registration charges, register such writing/Supplemental Agreement, if required or considered necessary, according to the Vendors, recording such modified Consideration Value and terms agreed in respect thereof.
- 3.5. The Purchaser is aware and confirms that the Vendors shall not entertain nor are liable to consider any request from the Purchaser for alteration/change in the Flat Amenities to be provided by the Vendors in terms of these presents, even if the Purchaser agrees to bear the additional cost/charges for the same. The Purchaser further agrees and confirms that, if at the request of the Purchaser, the Vendors do not provide/cancel any of the Flat Amenities and/or reduce any of the materials/fixtures/fittings/amenities/services proposed to be provided by the Vendors as part of the Flat Amenities, the Purchaser shall not be entitled to any refund/rebate for the same nor shall the Vendors handover/give to the Purchaser and/or return any of the materials/fixtures/fittings/amenities/services not utilized in the said Flat.

3.6. Other Charges & Deposits:

a) The Purchaser shall, in addition to the Consideration Value, pay the following sums, no later than fifteen (15) Days from the Date of Offer of Possession or before taking possession of the said Flat, whichever is earlier.

i) Rs. _____/- (Rupees _____ only)
(inclusive of 18% GST) being his/her/their contribution towards the legal costs for preparation of this Agreement.

ii) Rs. _____/- (Rupees _____ only)
i.e. Rs. 120/- per sq. ft of the Flat Carpet Area + attached Deck Areas (if any), towards proportionate Development Fees and/or other similar charges to be paid to the Governmental Authority which are payable/reimbursed by the Purchaser to the Vendors as per this Agreement.

iii) Rs. _____/- (Rupees _____ only)
i.e. Rs. 100/- per sq. ft of the Flat Carpet Area + attached Deck Areas (if any), towards one time membership charges/fees to utilize the Gymnasium and/or Pool, if constructed in Wing B, as mentioned in Article 10 herein.

iv) Rs. _____/- (Rupees _____ only)
towards Share Money, Entrance fees and other related charges for the purchase of shares in the said Entity for the purpose of becoming member/share holder of the Entity, which shall be adjusted towards the aforesaid charges and the balance, if any shall be adjusted or

refunded/recovered to/from the Purchaser, as the case may be at the relevant time.

v) Rs. _____/- (Rupees _____ only)

i.e. Rs. 15/- per sq. ft of the Flat Carpet Area + attached Deck Areas (if any), being the advance maintenance charges for a period of two years applicable from the date of deemed possession, i.e. the Date of Offer of Possession.

vi) Rs. _____/- (Rupees _____ only)

i.e. Rs. 200/- per sq. ft of the Flat Carpet Area + attached Deck Areas (if any), being Interest free Security Deposit towards his/her/it's proportionate share determined by the Vendors in respect of the electricity meter supply & connection charges/deposits, gas meter supply & connection charges/deposits, water meter supply & connection charges/deposits AND towards Internal Road maintenance charges/deposits, Street Light maintenance charges/deposits, Auxiliary Tank/Pumping System maintenance charges/deposits, etc., which shall be adjusted against the proportionate maintenance charges/deposits payable by the Purchaser through the Entity, as per bills raised in respect thereof, from time to time.

vii) Rs. _____/- (Rupees _____ only)

i.e. Rs. 200/- per sq. ft of the Flat Carpet Area + attached Deck Areas (if any), as Interest free Security Deposit for due observance and

performance of all his/her/their obligations mentioned in the Agreement including for payments mentioned herein.

- b) Subject to adjustment of the amounts paid as mentioned in items at Sr. Nos. (iv) (v) and (vi) of Article 3.6 a) hereinabove, the Purchaser is liable and bound to bear and agrees and undertakes to pay from the date of delivery of deemed possession of the said Flat i.e. the Date of Offer of Possession, his/her/it's proportionate share determined by the Vendors of the monthly outgoings in respect of the Flat, which shall comprise of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance and operation and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project B and the Whole Project as well as for the management and maintenance of Other Facilities provided, including cost for maintenance of internal road, street lights and water lines, electric substation, recreational areas and sewage lines and/or any other utility services provided therefrom, including cost of electricity for lights and common areas and internal roads which are for the use and benefit of the Purchaser and/or that may be payable to any private bodies, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other

purchasers, the same shall be in proportion to the Carpet Area of the Flat and open/enclosed/utility balconies/flower beds/deck areas appurtenant thereto to the total carpet areas and open/enclosed /utility balconies/deck areas of all the flats/units to which the services/facilities are provided.

- c) The Vendors shall at their discretion raise periodic bills upon the Purchaser in respect of his/her /its share of the maintenance charges from Date of Offer of Possession of the said Flat and the Purchaser shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof, subject to credit of charges/amounts paid by the Purchaser under the respective heads, as mentioned hereinabove.
- d) Until the Municipal taxes and water charges and other outgoings including other charges and levies of like nature, payable in respect of the Project B and the Flat, to all Governmental Authority are fixed and are separately assessed and the exact amount is worked out for each of the flat, the Purchaser agrees the Vendors shall be entitled to fix and ad-hoc amount on account of the said outgoings .
- e) The Purchaser agree/s that until the formation and registration of the concerned Organisations or their Apex Body and execution of the Transfer Deed/s in its/their favour as provided in Article (12), the Vendors/Owners and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of the Whole Project. The Vendors shall, in the interest of the Purchaser and the Project B, take decisions regarding management and allocation of funds/monies, and the

type, mode, quality of services to be provided, in respect of the Project B, and the management and administration thereof and the Purchaser hereby expressly acknowledges the right of the Vendors to take such decisions as it may deem fit in its discretion;

- f) If at any time prior to the handover of the Project B, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep of the Project B and it's Common Areas & Amenities exceed the maintenance billings to the purchasers of premises in the Project B, the same will be recovered in the following manner: (a) against the accretions, if any of the Security Deposit and for any further deficit amount, the same shall be adjusted from the Security Deposit amounts and/or from the amounts paid by the Purchaser under any other relevant head; and (b) if the Security Deposit amounts are exhausted, then Vendors shall raise additional supplementary bills to the Purchaser/purchasers of the flats in the Project B for this purpose, and the Purchaser shall, no later than seven (7) Days from the date of bill/invoice raised by the Vendors, pay the dues to the Vendors.
- g) The Purchaser shall indemnify and keep indemnified the Indemnified Parties against all the aforesaid payments and charges. The Purchaser herein acknowledges that the services/facilities/amenities to be offered/provided by the Vendors herein will be affected due to non- payment of the said maintenance charges/amounts timely by any of the purchasers of premises in the said Project B and the Purchaser shall not be entitled to raise any requisition in respect thereof .

- h) It is agreed by the Parties that the Vendors shall not be liable to pay maintenance charges, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever in respect of any unsold/unallotted premises in Project B, pre or post the Occupation Certificate, unless the same are occupied by the Vendors and/or their nominees and the Purchaser and/or the Entity shall not raise any objection in respect thereto. After the formation of the Entity, the Security Deposit and/or other applicable maintenance charges, outgoings, property taxes, dues, levies, other applicable taxes, etc., for such unsold flats will be deposited by the prospective purchasers with the Entity, as and when the same are sold by Vendors.
- i) It is clarified that all the amounts mentioned in Article 3.6 a) hereinabove shall be held Interest Free and shall be utilized in terms of this Article. It is further clarified that while managing the maintenance affairs of the said Project B, the Vendors shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Purchaser for any other purpose/s and/or on any other account.
- j) The Purchasers shall pay the amounts mentioned in items at Sr. Nos. (i) (ii) and (iii) of Article 3.6 a) hereinabove to the Vendors for which the Vendors shall not be liable to render any accounts to the Purchaser. The Vendor shall however maintain accounts in respect of amounts mentioned in items at Sr. Nos. (iv) and (v) of Article 3.6 a) hereinabove and the expenses incurred

therefrom and shall render the same only to the Entity/concerned Organisations at the relevant time and not individually to any persons, including the Purchaser, at any time. The balance amounts, if any out of the aforesaid amounts shall be transferred to the said Entity/concerned Organisations/Apex Body upon hand over of the Project B/Whole Project in terms of this Agreement.

- k) The account for amount mentioned in items at Sr. Nos. (vii) of Article 3.6 a) hereinabove shall be provided by the Vendors to the Purchaser at the relevant time and any balance, receivable from the Purchaser shall be settled forthwith by the Purchaser, on demand by the Vendors and refund, if any payable to the Purchaser after adjustments in any other heads, as provided herein, shall be made at the time of transfer of the said Wing B/Building to the concerned Organisations/Apex Body, in terms of Article (12) herein.

ARTICLE 4 - TAXES

- 4.1. All Taxes shall be borne, paid and discharged by the Purchaser alone, as and when the same are required to be paid and/or as and when demanded by the Vendors and the Vendors shall not be liable to pay the same.
- 4.2. The Purchaser shall pay all the requisite Taxes as and when they are levied, charged, become due and payable, upon all the Aggregate Payments including upon the Consideration Value installments. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Purchaser shall be solely liable to pay or reimburse (as directed by the Vendors in its discretion) such Taxes including any interest

and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Purchaser by the Vendors.

- 4.3. The Purchaser shall fully indemnify and keep indemnified and saved harmless, the Indemnified Parties in respect of the matters stated above regarding the non-payment or delayed payments of the Taxes referred to above.

ARTICLE 5 - POSSESSION AND DEFECT RECTIFICATION

- 5.1. Subject to the provisions of this Article and Force Majeure Events, the Vendors shall endeavour to offer possession of the Flat to the Purchaser, on or by the Date of Offer of Possession which is proposed to be 31st July, 2021.
- 5.2. After the construction of the Project B is complete and the occupancy certificate is granted by the competent authority, the Vendors shall offer possession of the said Flat to the Purchaser and upon such intimation, the Purchaser shall forthwith inspect the Flat and Flat Amenities for any defects or deficiencies therein, in the presence of the Authorised Representative/ Engineer of the Vendors. If, during the course of such inspection, the Purchaser points out to the Authorised Representative of the Vendors and/or it's Engineer, any defects or deficiencies in respect of the Flat, the Authorised Representative/Vendor's Engineer shall, if such objection/s raised by the Purchaser is/are valid, enter the same, upon an Inspection Sheet which shall be signed by the Purchaser and the Authorised Representative and/or Vendor's Engineer. Thereupon, the Vendors shall endeavour to rectify and remedy such defects or deficiencies prior to giving possession of the Flat to the Purchaser. Other than the defects or

deficiencies entered upon the Inspection Sheet, the Vendors shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Purchaser. Notwithstanding anything to the contrary stated hereinabove, if the Purchaser fails to inspect the Flat despite intimation, he/she/it shall be deemed to have fully accepted the construction, state and condition of the Flat and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

5.3. Subject to a variation cap of three percent, if there is any reduction in the Carpet Area within the defined limit, then Vendors shall refund the proportionate amount of the Consideration Value to the Purchaser within fifteen days of such demand made by the Purchaser and in case of delay, Interest at the rate specified in the RERA Rules shall be applicable on the unpaid amount and if there is any increase in the Carpet Area allotted to Purchaser, the Vendors shall demand additional amount from the Purchaser which shall be payable by the Purchaser within 15 days of such demand and in any event before taking possession of the Flat with applicable Interest at the rate specified in the RERA Rules in case of delay. All these monetary adjustments shall be made at the same rate per square meter worked out in terms of the Consideration Value, agreed in this Agreement.

5.4. In spite of all the necessary steps and precautions taken while designing and constructing the Project B, the structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete) for years after construction. Further, the Purchaser may come across

cracks in finishes, flooring, ceiling, slab, gypsum etc. as a result of such slab/beam deflection which may also be caused due to any renovation and/or alterations etc. carried out by the Purchaser and any other persons and occupants of the premises in the Project B. The Purchaser agree/s and covenant/s not to hold the Vendors liable and/or responsible in respect thereof.

5.5. Subject to the Purchaser having complied with his/her/it's obligations under this Agreement, including this article, if within a period of sixty (60) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Vendors, any Construction Defects in the Flat, then wherever possible, the same shall be rectified/repared by the Vendors at their own costs or if the Vendors are of the view and opinion, in their discretion that it is not feasible or practicable to rectify/repair the same, then the Purchaser shall be entitled to receive, reasonable compensation, equivalent solely to the estimated cost of rectifying the Construction Defects in the Flat, which shall be determined by the Architect and/or Structural Engineer of the Project B, in its/their sole and absolute discretion and which determination shall be final and binding upon the Parties.

5.6. The Purchaser shall, no later than fifteen (15) Days from the Date of Offer of Possession and in any event before taking possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof and execute a declaration-cum-undertaking-cum-indemnity bond in terms of a draft prepared by the Vendors recording certain facts and

obligations of the Purchaser as owners of the said Premises. Without prejudice to the above, the Purchaser shall be liable to comply with all his/her/their its obligations under this Article and take possession of the Flat no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Purchaser shall be solely responsible/liable for all losses and/or damages that may be suffered by the Vendors on account of such Purchaser's Event of Default.

5.7. If the Date of Offer of Possession has occurred and the Purchaser has not complied with any of his/her/its obligations under this Agreement, including this Article and/or the Purchaser refuses to take possession of the Flat, then the same shall be a Purchaser's Event of Default. Without prejudice to its right of termination in such a case, the Vendors may, in their discretion, condone the delay and/or default by the Purchaser on the condition that the Purchaser shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Vendors on demand, the Holding Charges and other charges to upkeep the said Flat from the Date of Offer of Possession till the Purchaser is/are in full compliance with its obligations under this Agreement, including this Article.

5.8. The Purchaser: (i) shall ensure that at any time on or after taking possession of the Flat, his/her/it's interior works in the Flat do not prejudice, affect or hinder in any manner the rights, efforts and actions of the Vendors to obtain the balance/remaining approvals in respect of the Whole Project including Project B, and (ii) undertakes not to cause any damage to the Flat and/or the Project B

and/or the Future Projects and/or any part thereof and in the event if any damage is caused, the Purchaser agrees and undertakes to reimburse the Vendors, all costs related to the remediation and rectification thereof.

- 5.9. The Purchaser confirms that if and when, he/she/it is permitted to enter upon the Flat for fitouts or otherwise, the Purchaser shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and the Premises shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Vendors shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 5.10. The Purchaser also accepts and acknowledges that as on the Date of Offer of Possession, the construction works in the Flat shall have been completed but that there shall or may be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities, Limited Common Areas & Amenities, Other Facilities and/or Future Projects and the Purchaser shall raise no objection in respect of the same.
- 5.11. Notwithstanding anything to the contrary in this Agreement, the Vendors shall always be entitled, in their discretion to complete any part/portion or floor of the Project B and apply for and obtain part occupation certificate/s thereof, whereby on the Date of Offer of Possession, the Purchaser shall be obliged, and undertakes, to take possession of the Flat for occupation on the basis of such occupation/part occupation certificate which relates to the Flat. Thereafter, the Vendors shall, without any hindrance or objection by the Purchaser, be entitled

to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project B and/or Future Projects.

5.12. The Vendors have notified to the Purchaser and the Purchaser is aware that certain common areas & amenities/facilities with respect to the said Project B and the Future Projects are to be shared by all purchasers and purchasers of premises in the said Project B and the Future Projects and that the same will be completed on or before the Whole Projects' Completion subject to Force Majeure Events. The Purchaser is also notified and made aware of the fact that certain common areas and amenities/facilities comprised in the Whole Project, shall or may not be available for use or enjoyment till such time that the said Project B and/or Whole Project are complete and the Purchaser hereby consents that he/she/ it shall, at no time, raise any objection in respect of the same.

5.13. The Vendors shall endeavor to take all such steps and precautions, necessary to achieve construction, completion as contemplated herein. However, if on account of any Force Majeure Events, there is any delay or anticipated delay in the Date of Offer of Possession, then the Vendors shall not be responsible or liable in any manner and the same shall both, automatically and forthwith stand extended for a period that is equivalent to the period till the Force Majeure Events continue and have continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession, as may be communicated by the Vendors. The

Purchaser shall not object, raise any disputes, and/or protest, and/or hold the Vendors liable for the aforesaid delay and extension of time and shall not be entitled to, and shall not make or raise any claims for any damages, compensation, reimbursement of expenses or any other payments.

5.14. If there is a delay or extension of the Date of Offer of Possession, excluding on account of any Force Majeure Events or any other reason not attributable to the Vendors, then the sole remedy of the Purchaser, on being notified (in writing) by the Vendors of the same, shall be to either: (i) continue with this Agreement and accept the revised/extended Date of Offer of Possession as estimated and decided by the Vendors in its discretion or (ii) to terminate this Agreement by giving a written notice to the Vendors; provided that the aforesaid right of termination shall be exercised by the Purchaser by addressing and delivering to the Vendors, the aforesaid written notice, no later than fifteen (15) Days from being notified in writing by the Vendors, as aforesaid, of such delay, failing which the Purchaser shall have deemed to have irrevocably opted and elected to continue with this Agreement and shall be deemed to have waived his/her/its aforesaid option to terminate this Agreement and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Vendors.

5.15. If the Purchaser has opted to terminate this Agreement and has terminated the same in strict accordance with Article (5.14), then the Vendors shall refund to the Purchaser, the Consideration Value Installments, received and realised by

the Vendors together with Interest at the same rate, which was payable by the Purchaser to the Vendors in case of delay in payment of any installments from the date such payments were received and realized by the Vendors in accordance with RERA. In a situation of termination other than by virtue of Force Majeure Events, the Vendors shall additionally pay a one-time fixed pre-estimated liquidated damages of Rs. 100/- (Rupees One Hundred Only) per square meter of the Carpet Area of the Flat (which the Parties consider to be reasonable, and not as a penalty or interest) and no other penalties, interest damages or liabilities. Upon such termination, the Purchaser shall be bound and liable to execute and register a Deed of Cancellation (in terms of the draft prepared by the Vendors) recording such termination and cancellation of this Agreement. The date of the aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled and the Purchaser shall have no claim or right whatsoever in respect of the Flat or any part thereof and/or the Project B or any part thereof from such date. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Purchaser.

ARTICLE 6 - REPRESENTATIONS OF THE VENDORS

Subject to the disclosures made herein by the Vendors and what is stated in the Title Report cum Certificate and the other documents uploaded on the website of MahaRERA in respect of the Project B, the Vendors hereby represent and undertake as follows :

- 6.1. the Vendors inter-alia hold all the necessary rights and entitlements to carry out development of the Project B and also the actual physical and legal possession of the Portion B for implementation of Project B;
- 6.2. the Vendors shall apply for the necessary approvals from time to time in respect of the Project B;
- 6.3. Except this Agreement, the Vendors have not entered into any other agreement for sale or any other arrangement with any person or party with respect to the said Flat;
- 6.4. the Vendors are entitled to enter into this Agreement, for agreeing to allot and sell the Flat in the manner contemplated herein ; and
- 6.5. The Vendors have the right in the Vendors' discretion, to receive, collect to itself, appropriate, apply and utilize Consideration Value and other payments payable to the Vendors by the Purchaser in terms of this Agreement, in accordance with RERA.

ARTICLE 7 - DEVELOPMENT: RIGHTS & ENTITLEMENTS

- 7.1. In addition to rights, entitlements, powers, authorities and discretions of the Vendors and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Vendors have informed and made the Purchaser aware, of the following matters and the Purchaser undertakes to and agrees/accepts the same, inter-alia, on the basis and strength of which the Vendors have entered into this Agreement.
 - 7.1.1 The Vendors are and shall always be in charge and control of the said Portion B and every part thereof and the Development Potential to be

utilized/consumed thereon, and have and shall always have the entire, exclusive overriding and irrevocable interest and power, entitlement and authority to develop the Project B, from time to time, in such manner, over such period of time upto it's completion and in such sequence or order as the Vendors deem fit, in their discretion. The Development Potential, presently contemplated by the Vendors to be utilised in the Project B is to be approximately 6550.15 square meters and if any part/portion of the Development Potential is not being utilised in Project B, as mentioned herein for any reason whatsoever, then, in addition to the development potential available for consumption in the Future Projects, the Vendor may utilize such balance/unutilized Development Potential of the Project B in Future Projects or grant rights thereof to such person/s on such terms, as they may deem fit and proper and the Purchaser shall raise no objection to the same.

- 7.1.2 The Future Projects shall be implemented and undertaken for development by the Vendors and/or the Owners and/or by their nominees/assignees jointly and/or severally, as the case may be, who shall always have the entire, exclusive overriding and interest and power, entitlement and authority to develop all such projects, from time to time, in a phased manner, over such period of time upto the Whole Project Completion and in such sequence or order (the same being dynamic in nature) as and when taken up for development, including by dealing with, distributing, apportioning, utilizing and transferring, the FSI/MBUA and development rights/potential to be consumed therein , in such manner, to such extent and at such intervals, as

they may deem fit, in their discretion, upon any part/s or portion/s of the said Land or any other lands as per their entitlement and as may be permissible. The Purchaser and/or the Entity/Apex Body/ies shall not be entitled to interfere, obstruct or in any manner deal with any matters relating to the Whole Project including in it's implementation and completion.

7.1.3 The Vendors shall also be entitled to make changes, alteration, variations, amendments in the said Project B as directed by the concerned authorities or such changes, alterations, variations, amendments as suggested by the authorised Architect/ Engineer and/or as may be required in order to combine two or more units or split a unit in the said Project B, provided that any such changes do not affect the location, area and layout of the said Flat. The Purchaser agrees, confirms and undertakes that he/she/it will not raise any objections, hindrance, obstruction or nuisance of any nature whatsoever in respect of the aforesaid and shall be deemed to have given specific and informed consent to the same.

7.1.4 The Purchaser hereby agrees to accord his/her/their specific and informed consent to the Vendors, if the Vendors intend to carry out material amendments, alterations, modifications and/or variations in order to increase the number of Levels/floors of the said Wing B or otherwise and undertakes to execute such papers and documents in respect of such amendments, variations or modifications, as may be required and requested for by the Vendors in this behalf.

- 7.1.5 The Vendors may complete any part, portion or floor of the said Wing B and obtain part Occupation Certificate/s thereof and give possession of the Flat to the Purchaser and the Purchaser shall not be entitled to raise any objection thereto. The Vendors may obtain Occupation Certificate of the said Flat or Wing B before completing certain pending/interior works, if and as may be granted by the concerned authorities on such application and documents submitted by the Vendors and the Purchaser shall not be entitled to raise any objection thereto. However, the Vendors shall duly complete the said Flat as per the terms agreed herein before giving possession of the same to the Purchaser, unless agreed otherwise. If the Purchaser takes possession of the said Flat in such partly completed structure, the Vendors or their agents or contractors shall carry on the remaining work and the Purchaser shall not object to, protest or obstruct in the execution of such work, though the Vendors shall endeavor to complete the remaining works without causing any deliberate inconvenience or avoidable disturbance to the Purchaser.
- 7.1.6 In the event of the Vendors obtaining permission from the concerned authorities for constructing flats on the terrace of the said Wing B then the Vendors shall be entitled to dispose of such flats together with the adjoining open terrace area, if any to such persons at such rate and on such terms as the Vendors may deem fit. The aforesaid open terrace forming part of and attached/appurtenant to any of the flats are intended for and shall be exclusively used and occupied by the respective purchasers/purchasers of the such flats and the Entity shall admit as its members, the purchasers of such

terrace flats. However, such flat purchasers shall never be entitled to enclose the said open terraces without the prior permission in writing of the Vendors and the local / Governmental Authority and in case such permissions are granted by the Vendors and the local/Governmental Authorities, the purchasers/purchasers of such flats shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and shall be liable for the costs and consequences arising from any breach or violation thereof.

- 7.1.7 The Purchaser is also aware that the Owners are entitled to receive additional F.S.I/TDR utilisation rights and/or development potential/rights from the said Sub-Plot A of the Layout in terms of the new DC Rules and by virtue of schemes and policies being framed from time to time. In the event of the Owners receiving such additional FSI/TDR utilization rights and/or development potential/rights, as aforesaid or otherwise, the Owners or Vendors, as may be mutually agreed amongst them, shall construct additional floors/structures/wings in the Building or an independent building on the said Portion including in the open compound of the Whole Project, as may be permissible and as they may in their absolute discretion think fit and proper. In the aforesaid events, the Vendors/Owners shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or wings/buildings or structures for such consideration to such party/ies as the Vendors/Owners may desire without reference or recourse or further consent of the Purchaser in any manner whatsoever and the Purchaser agrees

not to dispute or object to the same and hereby gives his/her/it's full, free, unconditional and irrevocable consent to the same.

7.1.8 The Purchaser is also aware that the FSI/Area of the Recreational Garden (R.G.) provided in the said Sub-Plot A has presently been reduced/deducted from the area calculations of the said Sub-Plot A while obtaining approvals from the concerned authorities of the various buildings constructed/to be constructed on the said Sub-Plot A. It is hereby clarified that the Owners are entitled to the FSI/Area of the said R.G. FSI/Area and as and when, any FSI/TDR/DR/Area is allowed to be utilized in lieu of the said R.G.FSI/Area, the Owners shall be utilizing the same for their own benefit under any Scheme as may be permissible by the concerned authorities, on any portion of the said Sub-Plot A of the Layout or otherwise and/or sell or assign the same at their sole discretion to such parties and on such terms as they may deem fit and proper and the Purchaser shall not raise any objection to the same. It is also hereby clarified that if the said R.G. provided as on date, is more than as required under Applicable Law or is permitted to be reduced under any scheme of development or any other scheme that may be permitted to be implemented inter-alia in respect of the said Sub-Plot A by any authorities including SRA, then the Owners shall provide R.G. in the said Sub-Plot A of requisite size, to the extent it is required in compliance with Applicable Law and rules of the said concerned authorities.

7.1.9 The Purchaser is made aware and agrees and confirms, personally and as prospective member of the Entity/Apex Body/ies, that he/she/it is not

entitled to and shall never raise any objection or dispute and/or claim any compensation or any rebate, if the MBUA/FSI of the said Wing B or the said Portion B shall be at variance with or may be less than the MBUA/FSI contemplated or referred in this Agreement, including by virtue of any reservations, encroachments, spaces for sub-station (by electricity supply company), etc. and/or due to the DP reservations being handed over and/or transferred to and/or acquisition of any portion or area for Amenity space of the said Sub-Plot A/Entire Land due to any other demand and/or reservations by any of the Governmental Authority during the course of development of the said Sub-Plot A/Layout, or for any other reason whatsoever.

7.1.10 Without prejudice to the generality of the foregoing provisions, the Vendors has put the Purchaser to notice of all the matters, facts and disclosures in respect of the Entire Land/Sub-Plot A/Layout, which the Purchaser has agreed and accepted, more particularly, the fact that the development of the Entire Land/Sub-Plot A/Layout, has being undertaken in phases and the utilization of part/portion of the total development potential of the Entire Land/Sub-Plot A on the said Portion B is not proportionate to the FSI and development potential attributable to and arising out of the said Portion B. The Purchaser, for himself/herself/itself and as a prospective member of the Entity/Apex Body/ies, shall not be entitled to raise any claim or dispute in respect thereof as also in respect of any matters which may arise in respect of

utilization/calculations of the development potential of the Entire Land/Sub-Plot A and it's use on the said Portion B.

7.1.11 It is also clarified, understood and agreed between the Parties that without affecting or prejudicing the rights in respect of the said Premises, hereby granted in favour of the Purchaser, the Vendors shall be at a liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in the TDR/DRC/MBUA to be utilized on the said Land and/or any part thereof and/or in the balance wing/s/Future Projects to be constructed by them thereon, including in the unsold flats of the said Wing B. The Vendors shall also be entitled, in their discretion, to assign this Agreement, and/or all, or any of its rights and obligations under this Agreement to any Vendors' Affiliates or to any other person/s, as permitted in law.

7.1.12 The Vendors may also avail of financial assistance against their unsold stock of the said Project B or against any receivables out of the sold stock of the said Project B. As part of, such financial assistance, all or any of the responsibilities and/or rights of the Vendors under this Agreement may be transferred to any other person. The Vendors shall however obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s in respect of the premises, on or prior to the execution of the Transfer Deed/s in favour of the Entity/concerned Organisations/Apex Body as provided in Article (12).

7.2. Without prejudice to the generality of the foregoing provisions, the Vendors are in their discretion, inter alia entitled to:

- a) allot, allocate and distribute all vehicle parking spaces constructed by them to any persons as they deem fit;
- b) designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities and/or Limited Common Areas & Amenities and vehicle parking spaces in respect of the Project B and/or any part thereof;
- c) direct, designate, hold and control all infrastructure facilities, including advertising and all promotional signages, hoardings and all other nature of signages whatsoever and designate and allocate any premises, areas, and spaces, upon or in the said Portion B to any persons, including third party service providers and/or Vendors' Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation to electricity and telecommunication related services;
- d) put up hoarding/s, illuminated or comprising of neon signs or permit installation of any equipments for use by any cellular company and/or Radio channel and/or MTNL, etc. on the said Portion B or on the said Wing B or any part thereof and for that purpose, the Vendors are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior or terrace of the said Wing B and to apply the net revenues generated therefrom for their benefit as they may deem fit and proper;
- e) promote, manage and undertake any events (including sales events, etc.) held in or upon any Common Areas & Amenities of the said Project B and to

apply the net revenues generated therefrom for their benefit as they may deem fit and proper;

- f) allot and/or grant on lease or otherwise howsoever any areas or spaces in the said Land and/or Portion B, to utility service providers including electrical, telecommunication, gas etc. service provider/supplier or any Governmental Authority as may be required/permissible in law;
- g) assign their rights and/or hand over any part/s or portion/s of the said Portion B, to any persons, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law and/or any approvals and/or develop any and all areas/reservations, as may be imposed or applied thereon and/or as the case may be;
- h) to grant, over, upon or in respect of any portion of the said Portion B, to any person/s, all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewage, water, electricity, telephone connections and/or installations and other services in the said portions including right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the Whole Project.
- i) continue to retain all their rights, powers, authorities and control over all undeveloped part/s and/or portion/s of the said Portion B and/or such part of the said Project B including all the unsold flats under development with their irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same,

including to complete development and ongoing developments thereof or otherwise howsoever.

- 7.3. The rights, powers, privileges and remedies of the Vendors under this Agreement are and shall be cumulative and are not exclusive of any rights, powers, privileges or remedies of the Vendors, as may be available under Applicable Law or otherwise.

ARTICLE 8 - CONFIRMATIONS, DECLARATIONS AND UNDERTAKINGS OF THE PURCHASER

- 8.1. On and after the Date of Offer of Possession, the Purchaser shall: (a) use the Flat and permit the Flat to be used only as a residential purpose and (b) use the Parking and permit the same to be used, solely for parking the Purchaser's own vehicle/s.
- 8.2. The Purchaser is aware that Portion B admeasuring about 480 sq. mtrs., has been defined only for the purpose of registration of Project B as a "real estate project" as per RERA and transfer deed in respect of the Wing B, and the said Portion shall be as per terms of Article (12) herein.
- 8.3. The Purchaser is fully and completely informed and is aware that all Informative Materials and/or all matters related or incidental thereto, have been and always will be merely for the sake of convenience only. The show/sample flat/unit including all furniture, items, electronic goods, amenities, etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the flat/unit. The Vendors are not liable or obligated to provide the Flat as per

show/sample flat/unit with furniture, items, electronic goods, amenities etc. therein.

- 8.4. The Purchaser shall, if and whenever requested by the Vendors hereafter and/or within seven (7) Days of receiving the Vendors' written intimation in this regard, sign, execute and deliver to the Vendors in such form as may be desired by it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement and/or agreed to be given herein and shall attend the office of the Vendors for this purpose.
- 8.5. The Purchaser is aware that the MCGM has condoned/may condone the deficient open spaces, joint open spaces & parkings while approving the said Wing B/Building and agrees, confirms and undertakes that he/she/it shall not object to any such deficient open spaces, driveways and or parking spaces and hereby indemnifies and agrees to indemnify the MCGM and its officers as well as the Indemnified Parties against any inconvenience, loss, etc., caused due to the same.
- 8.6. The Purchaser herein confirms that he/she/it has been offered parking space/s in view of the fact that the same may have been approved in lieu of the said Flat. However, in case the Purchaser herein has not been allotted such parking space/s, it is due to the fact that he/she/it, at his/her/it's own will, has not opted for it, due to personal reasons. The Purchaser confirms that the Vendors herein are entitled to allot/sell such parking space/s constructed by them to any other person/s and hereby gives his/her/it's irrevocable consent for the

same and hereby undertakes that under no circumstances or pretext shall claim the said parking space/s from the Vendors or from such allottee/purchasers.

- 8.7. The Purchaser is aware that the parking space/s reserved for visitors as per MCGM norms have been/may be reduced/condoned on payment of premium to the concerned authorities or otherwise and the Purchaser hereby confirms not to raise any objection to the same under any circumstances or pretext. The Purchaser hereby indemnifies and agrees to indemnify the MCGM and its officers as well as the Indemnified Parties against any inconvenience, loss, etc., caused due to the same.
- 8.8. The Purchaser is also aware that Mechanical Parking System/Tower having parking spaces therein, is proposed to be provided in the said Building as a composite unit for parking of multiple vehicles and agrees, confirms and undertakes to maintain and use such mechanized parking space, if allotted to her/him/it, with utmost care and safety without causing any nuisance to any person/s and ensure appropriate insurance cover for the said Mechanical Parking System/Tower is obtained and the same is renewed from time to time. The Purchaser is further aware that the said Mechanical Parking System/Tower shall comprise as a common facility of the Whole Project and the Vendors/Owners/concerned Organisations/Apex Body shall maintain the same and recover the maintenance cost for the same from either the purchasers/occupants who have been allotted parking spaces therein on pro-rata basis or from all the occupants of the Whole Project as they may deem fit

and the Purchaser undertakes not to object to any such decision of the Vendors/Owners/concerned Organisations/Apex Body.

8.9. The Purchaser is also aware that due to the dynamic nature of the rules/policies in respect of building construction approvals, there may be changes proposed/effectuated by the various concerned authorities in the development of the said Project B, the Building and/or the said Layout due to which certain deficiencies shall get created and additional conditions may be imposed and such deficiencies/additional conditions may be required to be incorporated/taken in to account in the said Project B as also in the said Whole Project and/or the said Layout and the Purchaser hereby confirms and undertakes that he shall not object to any such deficiencies that may be created due to planning constraints/additional conditions or otherwise and hereby indemnifies and agrees to indemnify the MCGM and its officers as well as the Indemnified Parties against any inconvenience, loss, etc., caused due to the same.

8.10. The Purchaser hereby agrees and confirms to carry out necessary structural repairs/structural audits/fire safety audits, etc. of the said Flat and the said Wing B and the said Building at regular intervals as per requirements of Chief Fire Officer (C.F.O.) and shall maintain the fire fighting systems provided in the said Project B and the Building and shall not alter or encroach upon the Refuge areas provided in the said Wing B and/or said Building for fire safety purposes and shall ensure that the said Refuge areas are kept open and accessible, as required by the Fire Fighting Department.

- 8.11. The Purchaser is aware that the availability of electricity and/or water to the said Flat are dependent upon the concerned supplier/provider thereof and the Vendors shall endeavour to obtain the same, however they shall not be responsible in case of non-availability and/or shortage of the same. The Vendors or Entity/concerned Organisations/ or Apex Body, as the case maybe, shall endeavour to arrange water , in case of short/non supply of water from MCGM or Governmental Authority, either through tankers or any other source, and in such an event the Purchaser undertakes to contribute his/her/their/its share of expenses in respect thereof;
- 8.12. In the event of the Purchaser being desirous of carrying out fitouts/interior works in the said Flat, he/she/it shall be entitled to do so entirely at his risk and responsibility, subject to prior permission of the Vendors. The Purchaser(s) shall deposit Rs. 200/- per sq. ft. of the Carpet Area of the Flat and Carpet Area of the Decks, if any attached thereto, with the Vendors as interest free security deposit, till such interior works in the said Flat is completed and all debris/waste so generated is cleared by the Purchaser. The Vendors shall refund the aforesaid interest free security deposit to the Purchasers provided that the fitouts/interior works carried out by the Purchaser are in accordance with the approved plans and all debris/waste so generated while carrying out the aforesaid fit-outs/interior works is cleared and disposed by the Purchaser at his own cost and expenses. In the event of any damage caused to the areas outside the said Flat or to any other flats due to any act attributable to the Purchaser and/or if any cost, penalty, loss, etc. is incurred by the Vendors due

to any default/act of the Purchaser while carrying out the aforesaid fitouts/interior works, the Vendors shall adjust the aforesaid deposit towards such damage/cost/penalty/loss, etc. and refund the balance to him/her/it and in the event of any shortfall, the Purchaser shall make good the same, on demand by the Vendors and the Purchaser hereby agrees to indemnify and keep the Indemnified Parties, indemnified from time to time and at all times against the aforesaid.

- 8.13. The Purchaser shall not appoint any Amenities Provider or enter into any Agreement or writing with such Amenities Provider, unless the same is approved by the Vendors herein based on the skill sets, standards, quality of work, etc. The Vendors shall have full discretion to refuse to grant any permission to carry out interior works/fitouts of the said Flat before the Occupation Certificate of the said Flat is issued by the MCGM, without giving any reason. In the event of the Purchaser appointing the Amenities Provider approved by the Vendors by entering into Agreement/writing with such Amenities Provider, the Purchaser shall forthwith furnish true copy thereof to the Vendors for their information and record and obtain requisite permission from the Vendors in order to carry out the interior works/fitouts of the said Flat which the Vendors' may grant as per their policies and the Purchaser undertakes to abide by it. The Vendors may permit Amenities Provider approved by the Vendors, to enter upon the Apartment for stipulated period only for the purpose of providing amenities in the Flat and for not any other purpose.

8.14. Notwithstanding that the Purchaser may contemplate availing of or has/have availed of a loan in respect of the purchase of the Flat and/or the Purchaser has mortgaged or will mortgage the Flat/Premises with such bank or financial institution (which is to be subject to the issuance by the Vendors' no objection/consent letter to such bank or financial institution) to secure such loan, it shall be the sole and entire responsibility of the Purchaser to ensure that the payment of the Aggregate Payments, including the Consideration Value and every part thereof is completed, and the Vendors shall never be liable or responsible for the repayment of any loan availed of by the Purchaser and/or any such mortgage. The Purchaser agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks/financial institution may initiate in relation to such loan or mortgage.

8.15. Notwithstanding the above and anything to the contrary herein, the Purchaser hereby agrees and undertakes that the Vendors shall always have first lien and charge over the Flat in respect of and to secure the Aggregate Payments due and payable by the Purchaser and accordingly, without prejudice to the Purchaser's irrevocable obligation and liability to make payment thereof, any mortgage, charge, security, interest, etc. created over and/or in respect of the Flat shall always be subject to the Vendors' aforesaid first lien and charge and subject to all the Vendors' rights, powers and entitlements under this Agreement or otherwise.

- 8.16. If the Purchaser is a non-resident Indian citizen or a foreign national/citizen, whether or not the Purchaser is a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/it's sole obligation and liability to comply with the provisions of all Applicable Law, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Vendors accept no responsibility in respect of such compliance and remittance and the Purchaser shall keep the Indemnified Parties fully indemnified and harmless in this regard. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 8.17. If there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendors immediately and comply with necessary formalities, if any under the Applicable Law. The Vendors shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the sale/allotment of the said Flat in any way.
- 8.18. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given or to be given to Governmental Authority and in respect of approvals at the time of sanctioning the plans of the

said Building and the said Layout or thereafter, shall be binding upon the Purchaser and all purchasers/purchasers/occupants of Premises in the Whole Project and the Purchaser irrevocably agrees, confirms and undertakes that the covenants and obligations herein, on his/her/it's part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/it's personal capacity, and as prospective member/s of the and shall indemnify and keep indemnified the Vendors/Owners / Indemnified Parties in respect of the same.

8.19. The Purchaser hereby confirms personally and as a prospective members of the Entity, that the Purchaser shall have no right, now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Vendors/Owners as contained in this Agreement or otherwise and no consent or permission in that regard shall be required to be obtained from the Purchaser or given by them and the Purchaser undertakes not to object, hinder, obstruct or interfere with the Vendors/Owners exercising their rights and powers on any grounds and the confirmations and undertakings herein shall always be the essence of this Agreement.

8.20. The Purchaser shall not be entitled to sell, transfer, let, sub-let, assign, mortgage, charge, give on leave and license or in any manner encumber or deal with or dispose of or part with his/her/it's interest under this Agreement or benefit of this Agreement or the said Premises (a) until the entire Aggregate Payments and other deposits payable by him/her/it to the Vendors under this Agreement are fully paid up, (b) if the Purchaser has been guilty of breach of or

non-observance of any of the terms and/or conditions of this Agreement and (c) until he/she/it obtains the previous consent in writing of the Vendors which consent shall be withheld, if such transfer and/or assignment shall cause any prejudice to the Vendors either by way of taxes or any other implication of penalty and/or stamp duty and/or any other liability on the Vendors in any manner howsoever or otherwise.

8.21. The Project B shall always be called/known by the name “Ebony Tower” and the Whole Project shall always be called/known by the name “Woods Platina”, which names shall not be changed without the prior written permission of the Vendors and thus shall, at all times, be binding upon the Purchaser and all present and future purchasers/purchasers of premises in the Project B and Whole Project. The Vendors/Owners shall solely be entitled to give such names to the Future Projects as they may deem fit and proper at their sole discretion which names shall also be binding to all the occupants of the said Whole Project.

ARTICLE 9 - COVENANTS AND OBLIGATIONS OF PURCHASER/S

9.1. The Purchaser with the intention to bind all persons into whomsoever hands the said Premises may come, doth hereby covenant with the Vendors as follows :-

- a) to maintain the Premises at the Purchaser’s own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Flat, such that the same is in the same state and condition, as it was on the Date of Offer of Possession and not to do or suffer or permit to be done anything in the Flat or the Parking or the said

Wing B or any part thereof including any changes or alterations thereto and/or to any part of the Project B and/or any of the Common Areas & Amenities and/or Limited Common Areas & Amenities which are or may be, contrary to the terms of this Agreement and/or rules, regulations, or by-laws, of the Vendors and/or the PMC and/or any Governmental Authority and/or the Entity in respect of the Project B and/or the Apex Body, as the case may be, without the consent of the local authorities, as required;

- b) to carry out the interior works in the Flat only after obtaining Vendors' prior written approval in respect thereof which shall not be given if there are any alterations proposed to be carried out in the Flat which are contrary to the approved plans of the Flat, unless statutory approvals for the same are granted by the concerned authorities, and to ensure the safety of the workers carrying out the interior works in the Flat from any accident, loss and or damage;
- c) to rectify and make good any unauthorised and/or unlawful alterations and/or damage to the Flat or any part thereof within seven (7) Days from the date of receipt of a written notice from the Vendors and/or the PMC and/or any Governmental Authority and/or the Entity, in that regard;
- d) to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed by the concerned local and/or Governmental Authority , on account of any change of user to be made in the user of the Flat by the Purchaser, if permitted by the Governmental Authority, for any purposes other than the purposes stipulated herein;

- e) to observe, perform and comply with the terms, conditions and covenants of the Transfer Deed (as and when executed), the rules and bye-laws imposed by MCGM and all other rules, regulations and bye-laws which the Vendors and/or any Governmental Authorities may specify and those which the Entity and/or the concerned Organisations/Apex Body, as the case may be, may adopt or frame at its/their inception and any modification thereof, from time to time;
- f) to observe and perform all the stipulations and conditions laid down by the Entity and concerned Organisations/Apex Body, regarding the occupancy and use of the Flat and to pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- g) to contribute his/her/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project B and it's Common Areas & Amenities, at such intervals as may be stipulated by the Vendors and/or Entity and/or concerned Organisations/Apex Body;
- h) not to object to the Vendors and/or Vendors' Affiliates and/or any Governmental Authority and their respective officers, agents, or representatives, including the PMC, the Vendors' Architect, and/or authorized engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to inspect and examine the state and condition of the Flat, Parking/s, Project B, the Common Areas

& Amenities and the Limited Common Areas & Amenities or any part thereof and/or for the purpose of undertaking any works as may be required therein and thereto;

- i) not to store in the said Premises any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project B/Whole Project, or the storing of which goods, objects or materials is objected to or prohibited by the Vendors and/or the PMC and/or any concerned local and/or Governmental Authority and not to carry or cause or permit to be carried, heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure or part of Project B and to be liable for all damages that may be caused thereto by the Purchaser;
- j) not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Building and/or in the said Portion and to segregate wet and dry garbage generated in and from the said Flat and to treat the wet garbage generated in and from the Project B separately;
- k) not to store/stock/keep any dangerous/inflammable/banned materials /objects/ items/articles in any open spaces/in the compound nor park any vehicles in any open space in the compound other than at the allotted areas, if any;
- l) not to do or permit or suffer to be done any act, deed, matter or thing which

may render void or voidable any insurance of the Wing B or the Building, and/or any of the Common Areas & Amenities and/or Limited Common Areas & Amenities of the Wing B or the Building and/or the said Portion or any part thereof and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Purchaser;

m) not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the purchasers or occupiers of any other premises in the Whole Project;

n) not to demand or claim any partition or division of the Purchaser's interest in the Premises, in the Project B and/or Portion B and/or any part thereof, it being expressly agreed, understood and confirmed by the Purchaser that any interest of the Purchaser therein in terms of this Agreement will, if the allotment and sale herein is completed, be impartible and will be held only through the Entity formed by the Vendors in respect of Project B, of which he/she/it shall be admitted a prospective member, in terms of Article (11).

o) not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project B and/or the Common Areas & Amenities or carry out any modifications in the elevator lobbies or other areas of the Project B

p) not to cover or enclose in any manner whatsoever, the Parking/s and/or the open terrace/s and/or the open balcony/balconies (dry or otherwise)

/decks or other open space/s (if any provided) forming part of or appurtenant to the Flat. ;

- q) to plan and distribute the electrical load of the said Flat in conformity with the electrical systems installed in the Wing B/Building.
- r) not to shift or alter the position of either the kitchen or shaft drain outlets, the toilets, etc. which would affect the drainage system of the said Wing B and/or the said Building in any manner whatsoever; and to take due precautionary measures while working thereupon and not do anything which may cause clogging of pipelines and/or drainages and/or affect the piped gas system, if provided.
- s) not do anything which would deface walls, damage paintwork, etc. and not to place any potted plants on parapet sills and not to dry clothes in the Flat deck area, outside windows and common lobbies or create shoe racks, nameplates, statuettes, etc. outside the Flat or in other common areas.
- t) not to fix/install anything on the outside of the Flat main door or the walls of the common floor lobbies and to affix/install grills to the windows/doors only as approved by the Vendors to maintain uniformity or grill/s or safety door/s to the main door/s of the Flat.
- u) not to tamper the aesthetics of the interiors/display panels and call buttons of the lifts by scratches or graffiti and not to use common floor lobbies for storage of personal belongings like potted plants, vases, bicycles, shoe racks, etc.
- v) not to make use of/encroach upon any portion of the said Wing B or any

spaces (open or otherwise) in the compound not acquired nor forming part of the said Flat and not to allow the servants from loitering and/or sleeping in the lobbies, Common Areas & Amenities and Limited Common Areas & Amenities;

w) not to affix air conditioners at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Wing B and/or the said Building in any manner whatsoever and not to hang clothes, garments or any other thing from the windows or balconies/deck areas of, or appurtenant to the Flat;

x) to insure the said Flat from any loss, theft damage caused due to human intervention and against Force Majeure Events;

y) to become a member of the Entity/Apex Body and from time to time sign and execute all documents, letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Vendors and/or the Entity/concerned Organisations/Apex Body shall reasonably require him/her/it to do and observe, perform and comply with all the bye-laws, rules and regulations of the Entity/concerned Organisations/Apex Body;

ARTICLE 10 - OTHER FACILITIES

10.1. The Vendors have informed the Purchaser of the following facts, matters and circumstances that shall pertain to the Other Facilities which the Purchaser has fully accepted, agreed and confirmed, that is:

10.2. Recreational Areas in the Wing B

10.2.1. The Vendors have obtained approvals for constructing certain Recreational Areas including a pool on the topmost terrace level of the said Wing B which may be connected to the recreational facilities proposed to be constructed on the topmost terrace level of wings C and D of the said Building. The equipments and facilities to be provided as part of the Recreational Areas shall be as per the design that may be proposed by the Vendors' Consultants and shall have standard specifications based on the requirements of the concerned authorities and/or the Vendors.

10.2.2. The Vendors may or may not construct the pool on the terrace and if the Vendors decide to construct the pool, the same shall be available for use only after the recreational areas/facilities to be constructed on the terrace level of wings C and D of the said Building are completed. The Vendors may also construct a gymnasium/fitness centre in the said Building for it's use by the occupants of the Building. The recreational facilities of the Building such as gymnasium and/or pool, if constructed, shall be permitted to be used by the Purchaser alongwith other occupants of the said Building upon obtaining membership for the same subject to regular payments of the proportionate maintenance costs and other charges to the Vendors or Entity or Apex Body/concerned Organisations and in terms of the rules framed in that regards. The Vendors shall be entitled to collect membership charges/fees for use of the said pool and gymnasium, as may be decided by them and utilize/appropriate the same for their own use and benefit. If all the recreational facilities to be provided in the said wings B, C & D of the

Building as aforesaid are connected, the occupants of the said B, C and D wings of the Building shall be entitled to use the same as common recreational facilities as and when all the said wings are completed and the concerned Organisations shall have to cooperate with each other in order to appropriately manage the same. The occupants of the wings B, C and D of the Building shall have to diligently contribute and pay on demand by the Vendors/Owners or the Apex Body/concerned Organisations, as the case may be, their proportionate share of expenses, costs, deposits and charges for maintenance of the said recreational facilities to be used in common, as aforesaid, as may be determined by the Vendors/Owners and/or their respective Organisations/Apex Body and abide by the rules framed in respect of use and maintenance thereof.

10.2.3. The Vendors may also permit occupants of the said Wing A to use the Recreational Facilities of the Building and recover from them such membership charges and/or fees as they may deem fit and proper and appropriate the same for their own benefit and the Entity or the concerned Organizations/Apex Body shall not demand any benefit thereof, provided however that the said occupants of the Wing A who opt for using the aforesaid recreational facilities, shall proportionately bear and pay, on demand, the expenses, costs and charges for maintenance of the said recreational facilities to the Vendors/Owners or the Entity or the concerned Organizations/ Apex Body, as the case maybe and abide by the rules framed in respect thereof.

10.2.4. The entitlement to use the recreational facilities is and shall be personal to the Purchaser and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Flat by the Purchaser or their assigns, to any persons ("Premises Transferees"), the Premises Transferees shall solely be entitled to use and enjoy the recreational facilities in the place and stead of the Purchaser (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities including any payments as may be required of them, at such time.

10.2.5. The management and operations of the recreational facilities shall, until handed over by the Vendors to Entity or the concerned Organisations/ Apex Body, as the case may be, shall be under the sole, exclusive and absolute control of the Vendors/Owners, as the case may be, who shall be entitled to inter alia, frame and implement, rules and regulations in respect thereof as it may deem fit in its discretion;

10.3. Basement and Service Areas

The basement and service areas, if any located within the Wing B shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Sewage Treatment Plant, pump rooms, maintenance and service rooms, fire-fighting pumps and equipments , etc. and other permitted uses as per the sanctioned plans. The Purchaser shall not be permitted to use the services areas

and the basements in any manner whatsoever, other than for parking vehicles in the parking spaces allotted to him/her/it and the same shall be reserved for use by the Vendors/Owners/PMC/Entity/concerned Organisations/Apex Body, as the case may be only for rendering maintenance services, etc.

10.4. Mechanical Parking System/ Tower

Multi-level parking systems shall be constructed as part of the Whole Project having several parking spaces for accommodating vehicles. The vehicles will be parked and retrieved in/from the parking spaces automatically/mechanically /manually and shall accommodate vehicles of specified sizes only. The Purchaser shall not be permitted to use the Mechanical Parking System/Tower in any manner whatsoever, other than for parking vehicles in the parking spaces allotted to him/her/it therein and the same shall be reserved for use by the Vendors/Owners/PMC/Entity/concerned Organisations/Apex Body, as the case may be only for rendering maintenance services, etc.

10.5. Ramps, Driveways, Parkings, Car Lifts, Security Posts, etc.

Rights in parking spaces constructed in basements/stilts/ podium/mechanical parking systems, etc. may be allotted/granted to the occupants of the Whole Project, as also to the other occupants of the Layout at the sole discretion of the Vendors/Owners. Driveways will be provided for maneuvering of vehicles and for ingress and outgress of vehicles, whereas the Vendors shall either provide ramps or provide car Lifts or both in the Whole Project, for the aforesaid purposes. Common Security Posts with boom barrier/gates shall be provided at the entry/exit points for security purposes. The maintenance costs

for all the aforesaid facilities shall be required to be shared by all such occupants utilizing the same and the other occupants of the adjoining lands utilizing the same, as the case may be, on pro-rata basis or otherwise, as may be decided by the Vendors/Owners.

10.6. Common Auxiliary Water Tank, Water Supply

Due to location of the lands comprising the Layout being on a hilly region, the Owners have at their own cost constructed a common auxiliary water tank on a portion of said Sub-Plot B of the Layout, with boosting and pumping arrangement for the water supply to the occupants of the buildings constructed/to be constructed on the lands comprising the Layout as also to the buildings constructed/to be constructed on the lands adjoining the said Layout who have been /shall be granted water connection therefrom. The Purchaser hereby agrees to pay and shall pay the proportionate maintenance charges in respect of the said Auxiliary Tank as well as all such other charges for availing such water connection, on demand by the Vendors/ Owners. It is further clarified, understood and agreed that on an alternate arrangement of water supply being made by the MCGM upon application by the Entity/Vendors whereby the need for the aforesaid auxiliary tank ceases, the water connection that may have been granted to the said Project B from the said Auxiliary Tank shall be discontinued and the Purchaser shall raise no objection, grievance, etc. in respect thereof and shall forthwith clear all his/her outstanding maintenance dues, if any, at the relevant time, in respect of the aforesaid Auxiliary Tank maintenance and operational expenses in respect thereof.

10.7. Internal Roads and Accesses :

The Purchaser shall be permitted to use the Internal Roads and Accesses provided in the said Sub-Plot A in common with the other occupants of all the buildings constructed/to be constructed on the said Sub-Plot A and in common with the occupants of the Adjoining Plot who have been given right of ways/accesses therefrom except those accesses/right of ways which have been granted/may be granted for exclusive use of certain buildings/person/s. The Purchasers agree to proportionately contribute towards the maintenance cost for all such Internal Roads and Accesses to be used by them, as and when demanded by the Vendors, the Owners or the Entity/Organisations/Apex Body/ies, as the case may be. The Purchaser also acknowledges the fact that until the complete development/redevelopment of all the lands comprising the said Layout, the respective owners/developers of the lands comprising the said Layout, shall be using the said Internal Roads and Accesses for carrying out their construction activities in their respective lands comprising the Layout and the Purchaser undertakes not to cause hindrance or raise objection in respect thereof. The Purchaser is hereby informed that some of the accesses may not be available for use by him/her/it until the complete development of the Layout and the Purchaser shall not raise any objection, grievance, etc., if the Purchaser is restricted from or unable to use the same for any reason whatsoever.

10.8. Integrated Systems – Drainage, Fire Fighting Systems, Security Systems, etc.

The Purchaser is informed and is aware that the said Building shall have certain 'Integrated Systems' for all the wings of the Whole Project, some of which

may/shall be used in common with occupants of the adjoining lands due to the common services shared with them. The said Integrated Systems such as Fire Fighting Systems, Security Systems, etc. shall be installed / constructed /commissioned in parts, at the discretion of the Vendors/Owners as per the requirements/sequence/planning of the Whole Project. The drainage arrangement of the Wing B may be/is an interlinked system with the drainage arrangements of buildings of the said Layout for common drainage purpose and the sewage may be routed through the Sewerage Treatment Plant/s (STP) having tanks where the impurities are segregated from the sewage and the partially treated waste water is then pumped out to the main sewers through the regular drainage lines provided in the said Layout or is/shall be used for flushing/watering purposes. The occupants of the Building shall have to diligently contribute and pay on demand by the Vendors/Owners or the Entity/concerned Organisations/Apex Body, as the case may be, their proportionate share of expenses, costs and charges for maintenance of the said Integrated Systems.

- 10.9. Notwithstanding the other provisions of this Agreement, the Vendors/Owners shall be entitled to nominate or appoint the PMC to manage the operation and maintenance of the Project B, various premises therein, Common Areas and Amenities, Limited Common Areas and Amenities thereof, the Whole Project and it's infrastructure for a period of at least 3 (Three) years after the same is developed and if the Entity/concerned Organisations/Apex Body, as the case maybe approves for any subsequent periods. The Vendors/Owners shall have

the authority and discretion to negotiate with such PMC and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Vendors/Owners may enter into other related agreements with any other company or organization including the Vendors' Affiliates as may be necessary for effective, full and efficient management of the said Project B and/or the Whole Project and the infrastructure, Common Areas and Amenities, Limited Common Areas and Amenities therein. In such event, the Purchaser hereby agrees and undertakes to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Vendors/Owners or the PMC/Vendors' Affiliates including without limitation, payment of the Purchaser's share of the service charges/deposits that may become payable with respect to the operation and maintenance of the Project B, the Common Areas and Amenities and the Limited Common Areas and Amenities thereof and the Whole Project.

10.10. There may be exclusive recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the recreational areas and/or in the other common areas of the Whole Project, during the day or night, by the Vendors/Owners and/or the PMC/Vendors' Affiliates or Occupants/third parties. The Purchaser, for himself/herself/ itself and as a prospective member of the Entity/concerned Organisations/Apex Body/ies confirms and undertakes that he/she/it shall not raise any disputes, differences, or objections in and/or hinder, restrict, obstruct to or interfere with the same. There may be charges in addition to the charges stated herein

for exclusive temporary use including one-time or per day or per use charges in respect of use of any of the common areas, or recreational facilities, or services available, as determined by the Vendors/Owners from time to time and the person/s who avail/s of such amenities, or facilities, or services for exclusive temporary use including the Purchaser, shall be entitled to use the same only upon payment in respect thereof as per the terms and conditions that may be framed by the Vendors/Owners at their sole discretion.

ARTICLE 11 -ENTITY; ORGANISATIONS; APEX BODY

- 11.1. The Vendors shall be solely entitled to decide the nature of the Entity to be formed in respect of the said Wing B and its rights, powers, and authorities shall be determined by the Vendors alone and the decision of the Vendors in this respect shall be final and binding on all the buyers of the premises comprised in the said Wing B including the Purchaser.
- 11.2. The Purchaser shall co-operate with the Vendors in forming, registering and incorporating such Entity and agree and undertake to become constituent of such Entity and from time to time sign and execute the application for registration of such Entity and all other applications, forms, papers, declarations, documents, writings, etc., as may be required and duly fill in, sign and return the same within 10 (ten) days of the same being forwarded by the Vendors to the Purchaser.
- 11.3. Unless and until the Purchaser is in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the

Vendors, the Entity shall not issue and deliver a share certificate/membership to the Purchaser of the Entity.

11.4. As on date there are six buildings constructed/being constructed on various portions of the said Sub-Plot A whereas two buildings are constructed/being constructed on portions of Sub-Plot B of the Layout and the said buildings comprise of single/multiple wings. The occupants of the said wings/buildings have formed/shall form themselves into their respective Organizations for managing the day to day maintenance and affairs of their respective wings/buildings. There are various other wings/building/s proposed to be constructed on the Sub-Plot A and Sub-Plot B of the Layout, as also on the other portions of the lands comprising the Layout. There are certain amenities/services/facilities to be shared in common by the occupants of all the wings/buildings constructed/to be constructed on the Sub-Plot A for which an Apex Body of all the wings/buildings of the Sub-Plot A may be formed with all the concerned Organizations of the said wings/buildings constructed/to be constructed on the Sub-Plot A as it's constituents. Similarly, there are certain amenities/services/facilities to be shared in common by the occupants of all the wings/buildings constructed/to be constructed on the said Sub-Plot B for which an Apex Body of all the wings/buildings of the said Sub-Plot B may be formed with all the organizations of the said wings/buildings constructed on the said Sub-Plot B as it's constituents.

11.5. For better functioning of the maintenance affairs and smooth completion of the balance development of the said Layout, there may also be more than one Apex

Body for the Organisations that may be formed of the wings/building/s constructed on the Sub-Plot A, at the discretion of the Owners. The Purchaser as member and constituent of the Entity shall give his/her/their consent and/or authority for passing of necessary resolutions and for doing all such acts, deeds, matters and things as may be required by the concerned Organisations for formation and registration of such Apex Body/ies.

11.6. The Purchaser and the person or persons to whom the various premises of the said Wing B shall have been transferred, assigned, allotted or given possession of, shall duly observe and perform all the rules, regulations and bye-laws of such Entity and/or of the concerned Organisations/Apex Body/ies, as and when formed, of which the Entity shall be a constituent. The Purchaser shall be bound from time to time, to sign all papers and documents and to do all other things as the Vendors/Owners may require him/her/it to do from time to time for safeguarding the interest of the Vendors/ Owners and the owners/developers of the other portions of the Layout as also of the purchasers of the other premises in the various buildings of the Layout.

11.7. The Entity and the concerned Organisations/Apex Body/ies that may be formed and constituted, as aforesaid, shall be known by such names as the Vendors/Owners may decide, which names shall not be changed without the prior written consent of the Vendors/Owners. No Objection shall be taken by the Purchaser if changes or modifications are made in the name or the draft rules, regulations and bye-laws of such Entity or Apex Body/ies by the authority concerned and/or by the Vendors/Owners.

11.8. All the Organisations and Apex Body/ies that may be formed in respect of the various wings/buildings constructed in the Layout, shall contribute on pro-rata basis, their share of the maintenance charges for the services/facilities which are provided for them such as common Auxiliary Water Tank, Internal Roads, Accesses, Water line, Drainage lines, Street lights, etc., to be used in common with other occupants of the various wings/buildings constructed in the Layout as may be decided by the Vendors/Owners. If, prior to the operations, administration, management, charge and control of the various services/facilities is handed over to the Entity or concerned Organisations or Apex Body/ies, as the case maybe and as maybe decided by the Vendors/Owners, the actual charges and expenses required to be made for maintenance thereof, exceed the amount so received collectively from all the aforesaid purchasers and/or occupants, then the Vendors/Owners and/or the PMC, shall be entitled to call for and demand such additional amounts from all users thereof and/or the concerned Organisations and/or Apex Body/ies and the Purchaser hereby agrees to pay his share forthwith without demur.

11.9. The powers and authorities of the said Entity and/or Organisations and/or Apex Body/ies, so formed, shall be subject to the overall control of the Vendors / Owners in respect of any of the matters concerning the wings/building/s being constructed/to be constructed in the Layout and the premises therein, the construction and completion thereof and all amenities appertaining to the same. The Vendors/Owners shall have absolute authority and control as regards the disposal of the unsold premises, open spaces, terraces and other

premises including premises of which the AFS are cancelled at any stage for some reason or other or the additional premises to be constructed in the said wings/building/s and/or in respect of development of the remaining portions of the lands forming part of the said Layout and the complete utilization of FSI, TDR, etc. in respect thereof.

11.10. In the aforesaid events, all the purchasers of such unsold/additional premises shall be admitted as constituent's of the said Entity/Organisation/Apex Body having the same rights and benefits and subject to the same obligations as the Purchaser and other constituents of such Entity/Organisation/Apex Body may be entitled to and without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings, etc., on the basis and in the proportion as may be payable by the other constituents of the said Entity/Organisation/Apex Body and without payment of any premium or any transfer fees or other consideration of any nature whatsoever. The Purchaser hereby agrees to give consent to admit such purchaser/s as constituent/s of such Entity/Organisation/Apex Body without raising any objection whatsoever.

11.11. Without limitation, the costs, charges and expenses in respect of the formation and registration of the Entity in respect of Wing B, shall be borne and paid by all the purchasers, and transferees of all the premises in the Wing B on pro-rata basis and that of the Apex Body/ies, shall be borne and paid by all the Organisations forming it's constituents. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason

whatsoever or in providing the required documents, signatures, etc. by any of the purchasers/transferees of the Wing B, the Vendors/Owners shall not be held responsible or liable for any delay in the formation and registration of the Entity or Apex Body/ies. All documents including bye-laws, rules and regulations of the Entity formed in respect of the Project B and the Apex Body/ies to be formed, as aforesaid and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall be prepared and approved by the Advocates of the Vendors/Owners and the Purchaser hereby agrees and undertakes to consent to the same.

ARTICLE 12 - TRANSFER

12.1. All the documents, writings, Transfer Deeds, etc., to be executed for the transfer/s in the form of a Lease and/or Conveyance/s as referred in this article and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Vendors/Owners and the same shall contain such terms, conditions, covenants, stipulations and provisions for reserving the rights, powers, authorities and benefits of the Vendors/Owners, as also those of the owners/developers of various portions of the lands forming part of the Layout. All costs, charges and expenses in respect of the preparation of the aforesaid documents and registration, wherever necessary, shall be borne and paid by all the Entity/concerned Organisations/Apex Body/ies, as the case may be. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, or in providing

the required documents, signatures, etc. by any of the purchasers of premises in the Wing B or the Building or of the various buildings constructed/to be constructed on the said Sub-Plot A, as the case may be, the Vendors/Owners shall not be held responsible or liable for any delay in the preparation and registration of the said documents/deeds.

12.2. Transfer Deed in respect of the Structure/s

12.2.1. The Vendors shall transfer or cause to transfer, the structure of the habitable floors of Wing B having the MBUA/FSI of about 6550.15 sq. mtrs. proposed to be utilized therein or as may be ultimately consumed therein, alongwith it's Common Areas & Amenities and Limited Common Areas & Amenities within the habitable floors, subject to such terms as may be determined by the Vendors, by and under a Conveyance/Lease Deed, as may be permissible and decided by the Vendors/Owners to the Entity and handover the charge and control of the same within three (3) months of the happening of the following events :

- a) the receipt of the full occupation certificate of the Wing B; and
- b) receipt of the Aggregate Payments by the Vendors from all purchasers/purchasers of the premises in the Wing B; and
- c) receipt of all outstanding proportionate maintenance dues in respect of the Project B, the Whole Project and in respect of the common amenities/facilities/services of the Layout, as per the bills raised by the Vendors/Owners and/or it's nominees/agencies/PMCs; and

- d) receipt of the requisite documents from the purchasers/owners of all the premises in the said Wing B including their appropriately stamped and duly registered AFS; and
- e) rectification of the breaches/errors, if any committed by any of the purchasers/owners of the premises in the said Wing B .

12.2.2. The structure of the habitable floors of the other wings of the said Building alongwith Common Areas & Amenities and Limited Common Areas & Amenities within their habitable floors, shall be transferred by and under a Conveyance/Lease Deed, as may be permissible and decided by the Vendor/Owners to the concerned Organisations formed by purchasers of such other wings respectively.

12.2.3. The Vendors/Owners shall transfer the remaining structures, if any, including common areas & amenities and limited common areas & amenities below the habitable floors of each of the wing/s of the Whole Project, by and under a Conveyance/Lease Deed, as may be decided by the Vendors/Owners, jointly in favour of all the concerned Organisations of the said Building or in favour of the Apex Body that may be formed of the concerned Organisations, as the case may be, within three (3) months of the happening of the following events:

- a) On completion of entire development of the Whole Project; and
- b) receipt of the full occupation certificate of the last wing/structure of the Whole Project; and

- c) receipt of all the payments by the Vendors/Owners, as the case maybe ,
from all the purchasers of the premises in the Whole Project; and
- d) receipt of all outstanding proportionate maintenance dues in respect of the
Project B, the Whole Project and in respect of the common
amenities/facilities/services of the Layout, as per the bills raised by the
Vendors/Owners and/or it's nominees/agencies/PMCs; and
- e) rectification of the breaches/errors, if any committed by any of the
purchasers/owners of the premises in the said Whole Project.

12.3. Transfer Deed in respect of the said Portion

12.3.1. In view of the integrated development of the Whole Project as part of the Layout, separate Conveyance Deed in respect of the land on which the Whole Project is proposed to be/being developed i.e. the said Portion, is not possible and therefore a Lease Deed shall be executed by the Owners in respect of the Portion in favour of the concerned Organisations that may be formed of all the wings/structures/building/s constructed/to be constructed as part of the Whole Project or in favour of an Apex Body that may be formed of the aforesaid concerned Organisations, as the case may be. The said concerned Organisations/Apex Body, in whose favour the said Lease Deed may be executed, as aforesaid shall hold the said Portion and common areas & amenities thereof, for the benefit of all the concerned Organisations and their respective members, subject to certain reserved covenants and on such terms and conditions as may be decided by the said Vendors/Owners, at their sole discretion. All costs, charges, expenses,

liabilities, taxes, maintenance charges, capital and revenue expenses related to and arising from the said Portion and the common areas & amenities thereof shall be proportionately borne, paid and discharged by the said concerned Organisations or the said Apex Body, as the case may be.

12.3.2. The said Lease Deed shall be executed within three (3) months of the happening of the following events :

- a) On complete development of the said Portion in all respects; and
- b) receipt of the full occupation certificate of all the building/s/structures constructed/to be constructed on the said Portion; and
- c) receipt of all the payments by the Vendors/Owners, as the case maybe, from all purchasers/purchasers of all the premises comprised in all the building/s/structures constructed/to be constructed on the said Portion; and
- d) receipt of all outstanding proportionate maintenance dues in respect of the common amenities/facilities/services of the Sub-Plot A and the Layout, as per the bills raised by the Vendors/Owners and/or it's nominees/agencies/PMCs; and
- e) rectification of the breaches/errors, if any committed by any of the purchasers/owners of the premises comprised in all the building/s/structures constructed/to be constructed on the said Portion;

12.4 It is specifically agreed and declared that the Transfer Deeds in favour of the Entity/concerned Organisations/Apex Body shall contain such covenants as

may be necessary in the circumstances of the case. The Lease Deed shall inter alia contain: -

- a) such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the premises hereby agreed to be sold into whose hands whosoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein.
- b) a covenant by the Entity/concerned Organisations/Apex Body, as the case may be and all it's their members/constituents to indemnify and keep, indemnified the Indemnified Parties against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions;
- c) a declaration that the Entity/concerned Organisations/Apex Body, as the case may be and all it's their members/constituents shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises of the Owners/Vendors or person/s deriving title through the Vendors/Owners for construction or other purposes and a further declaration that the access and use of light and air to and for the premises purchased by the various purchasers and to and for any structure erection or building/s for the time being erected and standing thereon from and over the neighbouring or adjoining premises of the Vendors/Owners or person/s deriving title through the Vendors/Owners and/or

owners/developers of the lands forming part of the Layout, is enjoyed under the express consent of the Vendors/Owners.

- d) a declaration that all the amenities/facilities such as hoardings, mobile antennae/towers, etc. installed/allowed to be installed on the said Wing B, the said Portion B, and/or the said Portion shall be the sole property of the Vendors/Owners and/or their nominees/assignees, as the case may be, who shall alone be entitled to all incomes and fees thereof and neither the Entity/concerned Organisations/Apex Body nor it's their members/constituents, shall be entitled to demand any contribution thereof; and
- e) a declaration that all the unconsumed/future FSI & TDR Rights/Development Potential in respect of the said Portion or of lands of which, the said Portion forms a part and/or the rights, powers and authorities of the Vendors/Owners over the same, are excluded from the Transfer Deed/s and the said Transfer Deed/s are subject to the rights of ways/access and/or development rights and/or any other rights of whatsoever nature, granted or that may be granted to certain persons/developers/Vendors' Affiliates, etc. and/or their nominees/assignees on and over the properties in respect of which the said Transfer Deed/s shall be executed.

ARTICLE 13 - TERMINATION

13.1. The Purchaser agree and confirm that, without prejudice to all other rights, powers, authorities, discretions, entitlements and remedies of the Vendors

under this Agreement and Applicable Law, the Vendors shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (13.2) and/or (13.3) hereinbelow.

13.2. If due to Applicable Law and/or any action of Governmental Authority, and/or any legal action, circumstances or reasons and/or any Force Majeure Events, the Vendors, in their discretion, are of the opinion that the construction of Project B, shall or may be suspended or stopped, for twelve (12) months, or more, then the Vendors shall be entitled at their discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Purchaser. On the delivery of such notice to the Purchaser, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed or performed, by the Parties. On and after such termination, the Vendors shall refund the Consideration Value received and realised by the Vendors, together with Interest from the date such payments, at the same rate as payable by the Purchaser in case of delay in payment were received and realized by the Vendors, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rs. 100/- (Rupees One Hundred only) per square meter Carpet Area of the Flat (which Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment/sale of the Flat and/or the Parking, shall be paid to the

Purchaser (or at the sole option of the Vendors to the bank/financial institution from whom the Purchaser has availed of a housing loan in terms of this Agreement) by the Vendors within thirty (30) Days from the date of execution and registration of a Deed of Cancellation or any other document (in terms of the draft prepared by the Vendors) recording the termination and cancellation of this Agreement. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Vendors shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Purchaser and shall not be liable to refund any of the Taxes paid by the Purchaser.

- 13.3. If the Purchaser commits an Event of Default, the Vendors shall be fully and freely entitled, in their discretion, and without prejudice to all their rights and remedies herein and under Applicable Law (including to seek specific performance of this Agreement against the Purchaser), to deliver to the Purchaser, a fifteen (15) Day prior notice in writing of their intention to terminate and cancel this Agreement and if the Purchaser fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Vendors, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination the Liquidated Damages @ 10% of the Consideration Value and the

brokerage/commission paid to estate agent/s in relation to the allotment/sale of the Flat and/or Parking, shall be deducted and appropriated by the Vendors from and out of the Consideration Value paid by the Purchaser and received and realised by the Vendors and the net balance amount thereof shall be paid to the Purchaser (or at the sole option of the Vendors to the bank/financial institution from whom the Purchaser has availed of a housing loan in terms of this Agreement) by the Vendors only after the execution and registration of the Deed of Cancellation (in terms of a draft prepared by the Vendors) recording the termination and cancellation of this Agreement. The aforesaid net balance amount, if any shall be returned to the Purchaser by the Vendors within (30) thirty days of the said Premises being re-sold by the Vendors and as and when the consideration thereof is received by them or within a period of one (1) year from the date of such termination, whichever is later. It is agreed and clarified that other than the aforesaid net balance amount, the Vendors shall not be liable to bear, pay and discharge to the Purchaser any other amounts, charges, liabilities, compensation, damages, etc.

13.4. It is agreed and confirmed by the Purchaser that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (13.2) or (13.3), the following shall forthwith apply and bind the Purchaser, that is:

- a) the Purchaser shall cease to have any right, title, interest, claim, or demand in or to the Flat or any part thereof and the Parking, under this Agreement and the Vendors shall be fully and freely entitled, without any objection, or

obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose of the same, in such manner, for such consideration and on such terms and conditions as the Vendors deem fit, in their discretion;

- b) the Purchaser shall not be entitled to make or raise any claim in respect of the appreciation in value or price of the Flat and/or right in the Parking as a result of any increase in market price or as a result of any accretion or improvement that may have been made or installed at the request of the Purchaser or otherwise arising howsoever; and
- c) any mortgage, charge, lien or security interest created by the Purchaser over the Flat and/or the Purchaser's interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed and the Purchaser shall keep the Indemnified Parties , indemnified in respect thereof.

ARTICLE 14 - INSURANCE

The Purchaser hereby agrees and undertakes to bear and pay the cost of insurances, that may be required to be paid to third party insurance companies (including premium for the same) in respect of insurance cover that the Vendors may obtain for the Common Areas & Amenities or other facilities of the Whole Project. The Vendors may at their sole discretion obtain such insurance in respect of such items to such extent as they deem fit, against risks including third party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects in/of the Premises, all of which

shall be suitably insured by the purchasers at his/her/its own cost and liability. The cost of the insurances to be obtained by the Vendors shall be recovered from the Purchaser as a part of the Other Charges & Deposits.

ARTICLE 15 - INDEMNITY

Apart from the various indemnities given by the Purchaser herein, the Purchaser hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties and their estates and effects, against all loss or damage and/or any suits, actions, proceedings or notices that they or any of them, may sustain and suffer, and all costs, charges and expenses that they or any of them, may incur by reason or as a result of :

(a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Purchaser of any of the terms, conditions and provisions of this Agreement and/or (b) any accident or injury caused to, or suffered by the Purchaser, or his/her/it's family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon the Project B/the Whole Project, including any persons visiting the Purchaser or his/her/ it's family, guests or visitors or staff and all persons claiming through or under them or any of them.

ARTICLE 16 - NO LIABILITY

16.1. Neither the Vendors/Owners, nor any Vendors' Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Purchaser and/or any persons claiming through or under the Purchaser, or otherwise, for and/or in respect of :

- a) any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project B/Whole Project/other development in the Layout or any part thereof and whether or not the same is caused by any Force Majeure Events or otherwise however;
- b) any harm, injury, loss, damage or inconvenience suffered by, and/or caused to, any person/s or property, due to, or related to, or caused by, or in the course of the use, or entry into the Flat, and/or the access to any part of the Project B/Whole Project/other portion of the Layout; and
- c) for the security, safekeeping and insurance of the Project B/Whole Project, or any part thereof and of any person/s therein, and/or of the contents and possessions thereof.

ARTICLE 17 - CONFIDENTIALITY

17.1. The Purchaser shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information and shall not, without the prior written permission of the Vendors, which may be granted or refused in the Vendors' discretion, disclose or divulge, directly or indirectly to any third party, except to the Purchaser's advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

- a) is required by Applicable Law to be disclosed;

- b) is required to be disclosed by any Governmental Authority with relevant powers to which the Purchaser is subject or submits;
- c) is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- d) is required in connection with any financing which the Purchaser may require or has already obtained in terms and in accordance with this Agreement.

17.2. Without prejudice to the generality of the foregoing provisions, the Purchaser agrees and undertakes that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media) of or concerning or related to the Agreement for allotment and sale herein and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated or disseminated, in any manner by the Purchaser, without the prior written permission of the Vendors, which permission may be refused by the Vendors, in its discretion.

ARTICLE 18 - INTELLECTUAL PROPERTY

- 18.1. The Purchaser acknowledges that all Intellectual Property is and shall always be exclusively owned and held by the Vendors/Owners alone and that the Purchaser shall never have any right, title, interest or license in respect thereof;
- 18.2. The Purchaser shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property and/or any Plans, approvals, Informative Materials

and/or any such materials which may be created or intended/proposed to be created or marketed by the Vendors and disclosed to the Purchaser prior to or during the subsistence of the Agreement;

18.3. The Purchaser shall immediately bring to the notice of the Vendors any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to his/her/it's knowledge.

ARTICLE 19 - CHARGE/LIEN/RIGHT

19.1. Without prejudice and in addition to all its other rights and remedies under this Agreement and the position that the said Premises are and continue to be, exclusively owned and held by the Vendors and are merely agreed to be allotted and sold herein until the entire Aggregate Payments are made, the Vendors shall always be and be deemed to have first, overriding and paramount charge and lien over the Flat and the Parking in respect of all outstanding and unpaid Aggregate Payments payable by the Purchaser to the Vendors.

19.2. Nothing contained in this Agreement is intended to be and/or shall be construed as a grant, transfer, demise or assignment in law of any part of the said Portion B, and/or the Common Areas & Amenities and/or Limited Common Areas & Amenities to the Purchaser. So far as the Purchaser's right, interest and benefits are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Flat and rights to the Parking as an amenity to the Flat, strictly upon and subject to the terms,

conditions and provisions herein and there shall be no right, entitlement or interest of any nature whatsoever including easement, etc. in all or any of the past, present or future developments of the respective owners/developers of various portions of the lands forming part of the Layout and/or the plans, layout plans, approvals, etc. in respect thereof, implemented, being implemented, or to be implemented by them and/or their nominees/assignees. The Purchaser shall not have any claim against and upon the properties of the Vendors/Owners, save and except, in respect of the Flat hereby agreed to be allotted and sold, and the benefit of the use of the Parking as an amenity thereto, subject to terms and conditions of this Agreement.

ARTICLE 20 - NOTICES

All notices, intimations, demands, correspondence and other communications to be served on the Purchaser or the Vendors, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Purchaser or the Vendors by Registered Post A.D. or by hand delivery, to the postal address, as recorded in this Agreement (unless any change of the same is confirmed by the Parties in writing).

ARTICLE 21 - WAIVER

21.1. Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged or amended orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either

generally or in a particular instance and either retroactively or prospectively) by the Parties in writing.

21.2. Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy by a Party under this Agreement, shall in any way impair or affect the exercise thereof by such Party or operate as a waiver thereof by the other Party in whole or in part.

ARTICLE 22 - SEVERABILITY

All terms & conditions as contained herein shall be subject to the provisions of RERA. If any provision of this Agreement, shall be determined to be invalid or unenforceable under RERA or the Rules and regulations made thereunder or any Applicable Law, the same shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA Act or 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.

ARTICLE 23 - ENTIRE AGREEMENT

Unless otherwise specifically stated to the contrary herein, this Agreement, along with its recitals, schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, emails, communications, negotiations, Informative Materials, etc. (whether oral or

written), issued and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers, in regard to the said Premises/Project B, as the case may be, none of which shall be referred to and/or relied upon by the Purchaser. This Agreement can only be amended through written consent of the Parties.

ARTICLE 24 - REGISTRATION

This Agreement has been executed in duplicate and it is admitted and accepted by the Parties hereto that both are original. One original Agreement franked with the full stamp duty payable in accordance with the Bombay Stamp Act, 1956 shall be retained by the Purchaser and the other original Agreement franked with the stamp duty of Rs. 100/- shall be retained by the Vendors. The Vendors and the Purchaser shall, as required under RERA, immediately after the execution of this Agreement, but in any event, not later than four (4) months from the date hereof, at the Purchaser's own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Mumbai/Bandra and admit execution hereof. If the Purchaser fails or neglects to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Vendors will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Vendors be liable to pay any penalty for their late attendance to complete the registration formalities and the Purchaser shall keep the Vendors indemnified and harmless against the consequences thereof;

ARTICLE 25 - BINDING EFFECT

- 25.1. It is agreed that forwarding unsigned copy of this Agreement to the Purchaser by the Vendors does not create a binding obligation on the part of the Vendors or the Purchaser until, firstly, the Purchaser executes and delivers this Agreement with all the annexures including the schedule of payment as set out in Annexure K hereto within 15 days from the date of receipt of the same by the Purchaser and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned.
- 25.2. If the Purchaser fails to execute and deliver to the Vendors this Agreement after paying appropriate stamp duty thereon within fifteen (15) Days from the date of its receipt by the Purchaser and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Vendors, then the Vendors shall, at their discretion, be entitled to serve a notice to the Purchaser for rectifying the default, which if not rectified within fifteen (15) Days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith, after deducting the Liquidated Damages, shall be refunded to the Purchaser within thirty (30) Days from the cancellation of allotment without any Interest or compensation whatsoever. Without prejudice to the aforesaid, the Purchaser hereby indemnifies and keeps indemnified and saved harmless at all times, the Vendors herein for all payments made by him/her/it to the Vendors, before execution and registration of this Agreement as also against defaults, if any caused due to the same or otherwise under any Applicable Law.

25.3. it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder shall equally be applicable to, binding on and enforceable against any subsequent purchasers of the said Flat and/or Parking, in case of a transfer, as the said obligations go along with the said Flat and/or Parking for all intents and purposes.

ARTICLE 26 - COSTS

26.1. All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Purchaser apart from the proportionate legal charges for preparation of this Agreement.

26.2. The Advocates for the Vendors shall prepare, engross and approve all documents which are to be or may be executed in pursuance of this Agreement. All costs, charges and expenses in connection with the formation of the Entity and/or Apex Body/ies to be formed, as well as the costs of preparing, engrossing, stamping and registering all the deeds or any other assurances, documents including and/or the registration charges and stamp duty payable on this Agreement and/or on any other documents required to be executed between the Vendors/Owners and the Entity and/or Apex Body/ies and/or the Purchaser, as well as the entire professional costs of the said Advocates of the Vendors/Owners in respect of all the work done by them in all the aforesaid matters shall be borne and paid proportionately by the Purchaser

and/or the Entity and/or Apex Body/ies or proportionately by all their members/constituents.

26.3. The proportionate share as determined by the Vendors/ Owners of such costs, charges and expenses payable by the Purchaser shall be paid by him/her/it immediately on demand and the Vendors/Owners shall not contribute any sum towards such expenses. It is agreed and understood by the Purchaser that whatever payments are made by the Vendors or to be further paid by them in connection with or incidental to this Agreement shall be reimbursed by the Purchaser to the Vendors, on demand.

26.4. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser(s) in the Project B, Whole Project or buildings on the said Sub-Plot A/Entire Land/Layout, the same shall be in proportion which the Built-Up area of the Flat including balcony/deck areas, if any, bears to the total Built-Up area of all the Flats including balconies/deck areas, if any, in the Project B or Whole Project or buildings on the Sub-Plot A/Layout, as the case may be.

ARTICLE 27 - LAWS & JURISDICTION

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law being the laws of India for the time being in force and Courts at Mumbai shall have exclusive jurisdiction.

ARTICLE 28 - DISPUTE RESOLUTION

In the event, if any disputes, differences of opinion, controversies or question arises between the Parties hereto or the persons claiming through the Parties herein, in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the Parties herein, then any Party may deliver to the other Party a notice of dispute in writing, adequately identifying and providing details of the dispute (referred to as the "Notice of Dispute"). The authorized representatives of the Parties shall co-operate and negotiate in good faith and attempt to amicably resolve the dispute and only upon failure to resolve the dispute amicably, such dispute or difference shall be referred to the Sole Arbitrator as per the Arbitration & Conciliation Act, 1996 or any re-enactment thereof. The award of such Arbitration shall be final and binding on the Parties hereto. The Arbitration shall take place in Mumbai, Maharashtra and shall be conducted in the English language.

ARTICLE 29 - SURVIVAL

This Article (29), Article (13) (Termination), Article (20) (Notices), Article (27) (Laws and Jurisdiction), Article (28) (Dispute Resolution) and Article (17) (Confidentiality) and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights and be bound, liable and obliged to comply with their obligations in respect thereof.

ARTICLE 30 - GENERAL

The Parties respectively state that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as under:

Vendor – Sukoon Developers Pvt. Ltd. : **AAICS2460H**

Purchaser/s – Mr./Mrs./Ms./M/s. _____ : _____

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(The Entire Land)

All those pieces or parcels of land or ground situate, lying and being in the Revenue Village of Bandivali, Taluka Andheri, Mumbai Suburban District bearing C.T.S. No. 31E/2 which was previously bearing CTS No. 60 (pt.) and is now bearing C.T.S. No. 31E/2/A admeasuring about 23,874.40 sq. mtrs. shown in **Red colour boundary line** on the plan annexed hereto as Annexure A.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The said Portion B)

Portion of the said Land admeasuring about 480 sq. mtrs. which is shown in **Green colour wash** on the said Plan and on which the said Project B is being developed by the Vendors.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(The said Premises)

The Flat bearing No. _____ admeasuring about _____square feet i.e. _____square meters Carpet Area, which is exclusive of the carpet area of the Deck/s attached to the said Flat admeasuring in aggregate to about _____ square feet i.e. _____square meters, on the _____ floor of the said Wing B of the said Building, shown hatched in **Red colour lines** on the plan annexed hereto as Annexure G alongwith the right to use a _____ **(Single)** _____ **(Small/Medium/Large/Extra Large)** _____ **(Open/Covered)** _____ **(Two/Four)** wheeler light motor vehicle

parking space at _____ (Podium/Ground/Basement) floor in _____
(lower stack/upper stack), shown hatched in **Red colour lines** on the plan annexed
hereto as Annexure H.

IN WITNESS WHEREOF, the parties hereto, have hereunto, and to the counterpart
thereof, set and subscribed their respective hands, the day and the year first
hereinabove written.

SIGNED AND DELIVERED)

by the withinnamed Vendors)

SUKOON DEVELOPERS PVT. LTD.)

through it's Director, **Mr.** _____)

_____)

in the presence of

1. _____

2. _____

SIGNED AND DELIVERED)

by the withinnamed Purchaser)

Mr./Mrs./Ms./M/s. _____)

_____)

in the presence of

1. _____

2. _____

L.H.T

Photo

L.H.T

Photo

L.H.T

Photo

RECEIVED the day and year first hereinabove
written of and from the withinnamed Purchaser the
sum of Rs. _____ (Rupees _____

_____ only) being the amount advanced /
Booking Amount / earnest money deposit paid by
him/her in Cash / by Cheque drawn in favour of
Vendors as under:

<i>DATE</i>	<i>CHEQUE NO.</i>	<i>BANK & BRANCH</i>	<i>AMOUNT (Rs.)</i>

WE SAY RECEIVED

Authorized Signatory

Vendors

LIST OF ANNEXURES

Annexure	Particulars
A	Plan of the Entire Land
B	RERA Certificate
C	I.O.D Letter/s
D	Commencement Certificate
E	Title Report cum Certificate
F	Property Registration Card
G	Layout plan of the Flat
H	Parking Plan
I	Flat Amenities
J	Common Areas & Amenities and Limited Common Areas & Amenities
K	Schedule of Payment