

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") made at Mumbai on this _____ day of _____, 20__

BETWEEN

RICARDO CONSTRUCTIONS PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 (CIN: U45208MH2008PTC177605), and having its registered office at 70, Nagindas Road, Fort, Mumbai – 400 023, Maharashtra, India, hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title and assigns) of the **ONE PART**;

AND

Mr. _____ having his/her/its address/ registered office at _____, hereinafter referred to as "**the Purchaser/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their respective heirs, executors, and administrators; and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the co-parcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them; and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them; and in case of a body corporate/company its successors and assigns; and in case of a limited liability partnership its successors and assigns) of the **OTHER PART**.

WHEREAS:-

- A. By and under a Deed of Conveyance dated 29th June, 2019 registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/8204 of 2019 executed between Everest Industries Limited ("**Everest**") (therein referred to as 'Vendor No. 1') of the First Part, Nirmal Lifestyle Limited ("**NLL**") (therein referred to as 'Vendor No. 2') of the Second Part and the Promoter herein (therein referred to as 'Purchaser') of the Third Part ("**the US Open Deed of Conveyance**"), Everest and NLL each of them have thereby granted, conveyed, transferred, assigned and assured unto the Promoter, free from all encumbrances, charges, liens, of any nature whatsoever but subject to IDBI Mortgage (to the extent of Rs.7,00,00,000/- (Rupees Seven Crore) only), the property being **(1)** all that piece and parcel of land bearing (i) New CTS No. 661/1/5 (part) admeasuring 4,278.28 square metres or thereabouts; (ii) New CTS No. 661/1/6 (part) admeasuring 4,940.97 square meters or thereabouts; and **(iii)** New CTS No. 661/1/7 (part) admeasuring 3,163.55 square meters or thereabouts, all forming a part of the Layout Property (collectively "**US Open Plot**") together with the development potential to the extent of 75,617 square metres (built-up area including Fungible FSI of 19,882.23 square metres) arising from the Layout Property (which development potential includes already approved / consumed FSI of 17,091 square metres); **(2)** the right, title and interest of NLL in or over the under-construction building on the US Open Plot being building no. 9, which building no. 9 is identified as "**US Open Complex**" and consists of 5 (five) wings presently named Ace, Match Point, Grand Slam, Game Point and Center Court (hereinafter collectively referred to as "**the US Open Property**"), at and for the consideration of Rs. 120,00,00,000/- (Rupees One Hundred Twenty Crore) and in the manner more particularly setout therein;

- B. For the purposes of this Agreement:

“Layout Property” shall mean all those pieces and parcels of land bearing New CTS No. 661/1/4, New CTS No. 661/1/5, New CTS No. 661/1/6, New CTS No. 661/1/7 and CTS No. 661/8 aggregately admeasuring 87,155.6 square meters or thereabouts situate, lying and being at Village Mulund, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban. The Layout Property is more particularly described in **Part A** of the **First Schedule** hereunder written and is shown delineated in black colour boundary line on the Plan thereof hereto annexed and marked as **Annexure – “A1”**;

“IDBI Mortgage” shall mean the Deed of Mortgage dated 06th July, 2015 executed between Everest (therein referred to as ‘Mortgagor 1’) of First Part, NLL (therein referred to as ‘Mortgagor 2’) of the Second Part and IDBI Trusteeship Services Limited (**IDBI**) (acting as a security trustee on behalf of and for the benefit of Housing Development and Finance Corporation Limited (HDFC) i.e. the Lender and in its capacity as the debenture trustee then for Piramal Enterprises Limited and Piramal Finance Limited and now for Piramal Capital and Housing Finance Limited (PCHFL) i.e. the Debenture Holders) (therein referred to as ‘IDBI’) of the Third Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/6551 of 2015.

- C. On payment of (1) Rs. 60,39,00,000/- (Rupees Sixty Crore Thirty-Nine Lakh Only) to HDFC; and (2) Rs. 51,48,00,000/- (Rupees Fifty-One Crore Forty-Eight Lakh Only) to PCHFL by the Promoter, the proportionate charge of HDFC and PCHFL on the US Open Property under the IDBI Mortgage to the proportionate extent (i.e. for the amount of Rs. 113,00,00,000/-) does not continue;
- D. The US Open Plot is more particularly described in **Part B** of the **First Schedule** hereunder written and is shown delineated in red colour boundary line on the Plan of the Layout Property hereto annexed and marked as **Annexure – “A1”**;
- E. For better enjoyment of the said US Open Property, pending the transfer in the revenue and municipal records, by a Power of Attorney dated 29th June, 2019 registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/8210 of 2019, Everest and NLL have appointed the Promoter acting through its directors and/or authorized signatories from time to time as their true and lawful attorneys and confer upon them certain powers and authorities more particularly described therein;
- F. Copy of the PR Cards with respect to the US Open Plot are annexed hereto and marked as **Annexure “A2”**;
- G. Prior to the execution of the US Open Deed of Conveyance:
- (1) Upon an application made in that behalf by NLL, by an Intimation of Disapproval (**“IOD”**) bearing No. E.B./CE/4485/ES/AT dated 26th May, 2010 as amended from time to time vide amended plan approval bearing No. 18/05/2013, amended plan approval bearing No. 08/10/2015 & amended plans approval bearing even No. dated 10/07/2017 read with Commencement Certificate (**“CC”**) bearing No. E.B./CE/4485/ES/AT dated 29th October, 2010, further the C.C Re-Endorsed on 27/11/2014, 16/11/2015 and 15/11/2017; the Executive Engineer (Building Proposals), Eastern Suburbs of Municipal Corporation of Greater Mumbai (**“MCGM”**) sanctioned building plans for the said US Open Complex and permitted construction thereof on the terms and conditions specified therein. Copies of the sanctioned Building Plan, IOD and CC are annexed hereto and collectively marked as **Annexure “A3”**;
 - (2) NLL registered (i) the wings Ace and Match Point of the said US Open Complex collectively as a real estate project with Maharashtra Real Estate Regulatory Authority (**“Maha-RERA”**) under registration no. P51800007641 under the name and style **“Nirmal Lifestyle, Ace and Match Point”**; (ii) the wing Centre Court of the said US Open Complex as an independent real estate project with Maha-RERA under

registration no. P51800012386 under the name and style “**Nirmal Lifestyle, Center Court**”; and (iii) the wings Grand Slam and Game Point of the said US Open Complex collectively as a real estate project with Maha-RERA under registration no. P51800005668 under the name and style “**Nirmal Lifestyle, Grand Slam and Game Point**” under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2018 applicable rules for the State of Maharashtra (“**RERA Rules**”), the registration certificates of the aforesaid projects are collectively annexed hereto and marked as **Annexure “A4”**;

- H. In pursuance of the US Open Deed of Conveyance, the Promoter is entitled and enjoined upon to construct the US Open Complex on the US Open Plot and sell the flats/shops/units/premises comprised therein;
- I. A copy of the Opinion on Title in respect of the rights, title and interest of the Promoter dated 29th August, 2019 issued by M/s Dhaval Vussonji and Associates, Advocates and Solicitors is annexed hereto and marked as **Annexure “A5”**;
- J. In terms of the procedure prescribed by the Maha-RERA under Circular No. 24/2019 dated 4th June, 2019, (i) IDBI initiated the process of intimating the Secretary Maha-RERA about the enforcement of the Financial Asset which resulted in the transfer of the projects comprising the US Open Complex in favour of the Promoter; and (ii) NLL applied to Maha-RERA for necessary corrections in the registration details of the projects comprising of the US Open Complex, and pursuant to the same, Maha-RERA vide its letters dated August 7, 2019 (for Nirmal Lifestyle, Ace and Match Point project and Nirmal Lifestyle, Grand Slam and Game Point project) and August 13, 2019 (for Nirmal Lifestyle, Center Court project) has granted its NOC/Permission for the change in promoter;
- K. Accordingly, the Promoter got registered with Maha-RERA as a ‘promoter’ of the projects (1) Nirmal Lifestyle, Ace and Match Point; (2) Nirmal Lifestyle, Center Court; and (3) Nirmal Lifestyle, Grand Slam and Game Point and the names of the projects have been changed to (1) Ace and Match Point; (2) Center Court; and (3) Grand Slam and Game Point, copies of the revised registration certificates of the aforesaid projects are collectively annexed hereto and marked as **Annexure “A6”**;
- L. For the purposes of this Agreement, wing Ace of the said US Open Complex is referred to as “**Tower 1**” (sanctioned as wing A); wing Match Point of the said US Open Complex is referred to as “**Tower 2**” (sanctioned as wing B); wing Center Court of the said US Open Complex is referred to as “**Tower 3**” (sanctioned as wing C); wing Game Point of the said US Open Complex is referred to as “**Tower 4**” (sanctioned as wing D); and wing Grand Slam of the said US Open Complex is referred to as “**Tower 5**” (sanctioned as wing E);
- M. For the purposes of this Agreement, the Project Ace and Match Point is referred to as “**Project I**” (sanctioned as Phase I); the Project Center Court is referred to as “**Project II**” (sanctioned as Phase III); and the Project Grand Slam and Game Point is referred to as “**Project III** (sanctioned as Phase II)”. Project I, Project II and Project III are collectively referred to as the “**Projects**”;
- N. The Promoter is desirous of undertaking mixed-use development of the US Open Plot as permissible under the Development Control and Promotion Regulations, 2034 (“**DCR**”) as amended from time to time and other relevant applicable Laws by constructing thereon (1) the Project I on a portion of the US Open Plot approximately admeasuring 12,382 square metres (“**Project I Land**”) consisting of 2 (two) basement plus 1 (one) stilt plus 2 (two) podium plus one Mezzanine floor (Comprising partly of residential units and partly parking units) and 19 (nineteen) upper floors by utilizing Floor Space Index (“**FSI**”) of 15,700.96 square metres equivalent to 1,69,0005.13 square feet or thereabouts (carpet area) of residential units; (2) the Project II on a portion of the US Open Plot admeasuring 12,382 square metres (“**Project II Land**”) consisting of 1 (one) basement plus 1 (one) stilt plus 2(two) podium plus one Mezzanine floor (Comprising partly of residential units and partly

parking units) and 1 (one) upper floors by utilizing FSI of 406.85 square metres equivalent to 4379.33 square feet or thereabouts (carpet area) of residential units; and (3) the Project III on a portion of the US Open Plot admeasuring 12,382 square metres (“**Project III Land**”) consisting of 1 (one) basement plus 1 (one) stilt plus 2(two) podium plus one Mezzanine floor (Comprising partly of residential units and partly parking units) and 1 (one) upper floors by utilizing FSI of 983.84 square metres equivalent to 10590.05 square feet or thereabouts (carpet area) of residential units;

- O. As on date, Architect Manoj Dasaria, registered with the Council of Architects, is the architect for the Projects and the standard agreement/s executed with the said Architect is/are as per the Agreement prescribed by the Council of Architects;
- P. As on date, Structural Engineers viz. Mr.Achyut Watve have been appointed (“**Structural Engineer**”), for the preparation of the structural design and drawings of the Projects; and accordingly the Projects are being developed under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof in future);
- Q. The Purchaser/s is desirous of purchasing a Flat in Tower _____, which Tower _____ is/forms a part of Project **US OPEN** (hereinafter referred to as “**the Specified Project**”) and is being constructed on Project **US OPEN** Land being land admeasuring 12382.80 square metres or thereabouts bearing CTS Nos. _____ and forming part of the US Open Plot (hereinafter referred to as “**the Specified Land**”);
- R. The MCGM has sanctioned building plans in respect of the Specified Project for 19 (nineteen) upper floors and the Promoter has submitted/is in the process of submitting amended plans to the MCGM as per applicable laws. The Purchaser/s is/are hereby informed that the present building plans in respect of the Specified Project may vary and are subject to final sanction of MCGM and the Promoter shall upload the amended plans on website of the MahaRERA upon the same being sanctioned by the MCGM. The Purchaser/s has granted its express consent to carry out the changes/additions and alterations in the Specified Project and the Plan in respect of the US Open Plot interalia the Specified Land or part thereof as contemplated under Section 14 of RERA. Subject to final sanctions of the building plans by the MCGM, the Promoter is proposing to construct 2(two) basement plus 1 (one) stilt plus 2 (two) podium plus one (1) mezzanine (Comprising partly of residential units and partly parking units) plus forty (40) upper floors in the said projects;
- S. The Promoter has represented that by and under an Indenture of Mortgage dated 29th June, 2019 executed between the Promoter therein referred to as ‘Mortgagor’ of the One Part and IDBI (acting as a security trustee on behalf of and for the benefit of PCHFL i.e. the lender therein) therein referred to as ‘Mortgagee’ of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/8205 of 2019 (hereinafter referred to as the “**Ricardo-IDBI US Open Mortgage I**”), the Promoter mortgaged in favour of IDBI the said US Open Property ranking *pari passu* with the charge simultaneously created in favour of IDBI (acting as a security trustee on behalf of and for the benefit of HDFC) to secure the HDFC loan, to secure the repayment of a sum of upto Rs.235,00,00,000/- (Rupees Two Hundred Thirty Five Crore Only) advanced/agreed to be advanced by PCHFL; and
- T. The Promoter has further represented that by and under a Deed of Mortgage dated 29th June, 2019 executed between the Promoter therein referred to as ‘Mortgagor’ of the One Part and IDBI (acting as a security trustee on behalf of and for the benefit of HDFC i.e. the lender therein) therein referred to as ‘Mortgagee’ of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/9501 of 2019 (hereinafter referred to as the “**Ricardo-IDBI US Open Mortgage II**”), the Promoter mortgaged in favour of IDBI the said US Open Property ranking *pari passu* with the charge simultaneously created in favour of IDBI (acting as a security trustee on behalf of and for the benefit of PCHFL) under the Ricardo-IDBI US Open Mortgage I, to secure the repayment of a sum of upto Rs.235,00,00,000/- (Rupees Two Hundred Thirty Five Crore Only) advanced/agreed to be advanced by HDFC;

- U. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Specified Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Specified Project shall be granted by the competent authority;
- V. The Promoter has accordingly commenced construction of the Specified Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;
- W. The Purchaser/s being desirous of purchasing a Flat in the Specified Project, has/have inspected photocopies of the title documents, and other relevant documents and the various plans and connected papers made available by the Promoter at the time of booking and registration of this Agreement;
- X. The Purchaser has demanded from the Promoter and the Promoter has given to the Purchaser, inspection of all title deeds and documents relating to the US Open Plot, orders, the plans, design and specification prepared by the Architect of the Promoter, In-Principal Approvals, all the endorsements on the IOD the CC and all other documents specified under RERA or any other enactment as may be in force from time to time and the Rules and regulations made thereunder. The Purchaser has, prior to the date hereof, examined a copy of all the documents and papers referred to above and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants and has understood the documents and information in all respects;
- Y. The Purchaser has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the Maharashtra Rules and has understood the documents and information in all respects;
- Z. As requested by the Purchaser/s, the Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase, on the terms and conditions hereinafter appearing, the Flat as described in the **Second Schedule** hereunder written (hereinafter referred to as the “**said Flat**”) at or for the Sale Consideration (*defined hereinafter*), subject to the superintendence and rules and regulations formulated by Association (*defined hereinafter*) to be formed in relation thereto. The said Flat is shown by red outline and hatched on the floor plans hereto annexed and marked as **Annexure “A7”**;
- AA. At the request of the Purchaser/s, the Promoter has agreed to permit the Purchaser/s, free of cost, the right to use Car Parking Space/s as described in the **Second Schedule** hereunder written, as incidental to the said Flat, provided however that the right to use the aforesaid Car Parking Space/s shall be subject to variation/modification as may be made by the Association;
- BB. The internal and external specifications, fixtures, fittings and facilities are detailed in **Annexure “A8”** hereto (“**Internal and External Specifications**”). It is specifically agreed between the Parties hereto that the Promoter shall have the right to change/alter/substitute the said Internal and External Specifications in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter subject however to the Applicable Law;
- CC. The Promoter has reserved unto itself the right, if it so desires, to amalgamate the US Open Plot inter alia the Specified Land with any one or more of the adjoining properties and to utilise the FSI thereof inter alia on any portion of the US Open Plot inter alia the Specified Land and also to sub-divide such amalgamated property and to submit or amend the Specified Project and/or plans as may be permitted by the MCGM and the other concerned authorities, without any reference to the Purchaser/Association, as the case may be;
- DD. The Purchaser/s in their personal capacity as also in their capacity as members of the Association when formed and registered have hereby given their unequivocal and express

consent to the utilization by the Promoter and/or their nominee/s and assigns, of such additional FSI and any benefits arising therefrom as hereinabove contained;

- EE. The Purchaser/s hereby confirm/s that he/she/it/they has/have fully read and understood the foregoing recitals and has/have agreed and consented that the Promoter shall have all the rights in respect of the development of the Specified Land and the Purchaser/s will not object to the same;
- FF. The Promoter will continue to take the professional supervision of the Architect and Structural Engineer till the completion of the development of the Specified Project. The Promoter shall have a right to terminate their services and also to appoint another professional in place of the Architect and Structural Engineer at their discretion and the Purchaser/s hereby confirms that he/she/it/they shall not have any objection to the same;
- GG. The Purchaser/s has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;
- HH. At or before entering into this Agreement, the Purchaser/s has/have examined and satisfied himself/themselves about the title of the Promoter to the Specified Land as also the rights of the Promoter to sell and transfer the said Flat and other dimensions and specifications of the said Flat agreed to be sold to the Purchaser/s by the Promoter as per the terms and conditions contained in this Agreement and its rights. The Purchaser/s shall not raise any requisition or objection whatsoever hereafter;
- II. The Income Tax Permanent Account of the Parties are as under:

Name of the Party	PAN No.
Ricardo Constructions Private Limited	AADCB3945M
Purchaser/s	

- JJ. As required by section 13 of RERA and section 4 of MOFA, the Parties are executing this written agreement for sale of the said Flat and agree to register this Agreement with the office of the Sub-Registrar of Assurances under the provisions of the Registration Act, 1908.

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

1. DEFINITION AND INTERPRETATION:

Definition

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

- (a) **“Agreement”** shall mean this Agreement for Sale together with the Schedules, and annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- (b) **“Association”** shall mean the body to be created of the purchasers of the flats/shops/units/premises in the Specified Project, which may be a co-operative housing society or a company under the Companies Act, 2013 or an association of purchasers of the flats/shops/units/premises as contemplated in the Maharashtra Apartment Ownership Act, 1970.
- (c) **“Apex Body of the Complex”** shall mean the body to be created of all the associations (including the Association) formed in the said US Open Complex for the purpose of holding

inter alia the ownership of the Specified Land and all the basement and the common areas and for the purpose of maintaining the common areas and allied functions as may be decided by the Promoter in its sole discretion as the object of such Apex Body of the Complex.

- (d) **“Apex Body of the Layout”** shall mean the body to be created of all the associations (including the Association and Apex Body of the Complex) formed in the Layout Property for the purpose of holding the ownership of the Layout Property and all the basement and the common areas and for the purpose of maintaining the common areas and allied functions as may be decided by the Promoter and the promoter of the other buildings in the Layout in their sole discretion as the object of such Apex Body of the Layout.
- (e) **“Applicable Law”** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from time to time.
- (f) **“Balcony”** shall mean the area of the enclosed and/or open balcony including parapet wall/railings, which is appurtenant to the net usable floors area of a Flat, meant for the exclusive use of the Purchaser/s.
- (g) **“Car Parking Space(s)”** shall mean the car parking space, if any, as mentioned in the **Second Schedule** hereunder written.
- (h) **“Carpet Area”** shall mean the floor area of the said Flat computed in accordance with Circular No. 4/2017 dated 14th June, 2017 issued by Maha-RERA.
- (i) **“Common Areas”** shall have the meaning as defined in Clause 14 hereunder.
- (j) **“Demand Letter”** shall mean the letter/demand/invoice/bill/or such other document known by any other name which is sent by the Promoter or its authorized agent acting on its behalf to the Purchaser/s demanding payment towards the installments/taxes/other charges/interest, either now or in the future, to be paid by them in the manner more particularly defined in the Payment Schedule under Clause 4 of this Agreement.
- (k) **“Existing Mortgages”** shall collectively mean Indenture of Mortgage dated 29th June, 2019 executed between the Promoter therein referred to as ‘Mortgagor’ of the One Part and IDBI (acting as a security trustee on behalf of and for the benefit of PCHFL i.e. the lender therein) therein referred to as ‘Mortgagee’ of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/8205 of 2019 (**“Existing Mortgage I”**); and Deed of Mortgage dated 29th June, 2019 executed between the Promoter therein referred to as ‘Mortgagor’ of the One Part and IDBI (acting as a security trustee on behalf of and for the benefit of HDFC i.e. the lender therein) therein referred to as ‘Mortgagee’ of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL/4/9501 of 2019 (**“Existing Mortgage II”**).
- (l) **“Flat”** shall mean the flat mentioned in Clause 2(a) hereinafter.
- (m) **“Floor Space Index” or “F.S.I.”** shall mean floor space index as defined in the applicable DCPR and shall also include additional F.S.I which is obtained by the Promoter on payment of premium to MCGM or other statutory authorities and/or otherwise and shall also include TDR and F.S.I. granted by MCGM or other concerned authorities in lieu of handing over of land under D.P. Road and municipal reservation and amenities space, if any.
- (n) **“Force Majeure Events”** shall include the following:
 - i. Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, epidemics, pandemics, famine or plague;
 - ii. Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders or lockdowns for any reason whatsoever;
 - iii. Radioactive contamination or ionizing radiation;

- iv. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
 - v. Non-availability of steel, cement, other building materials, sufficient water or electricity supply;
 - vi. Strikes, lockouts or other labour difficulties;
 - vii. Any delay by the concerned body in sanctioning/providing the electricity and/or water connections;
 - viii. Any delay in payments stipulated in this Agreement by the Purchaser/s;
 - ix. Any default by the Purchaser/s of the terms and conditions of this Agreement;
 - x. Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Specified Land/US Open Plot/Layout Property;
 - xi. Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Promoter and if there is no delay in issuance of occupation certificate and / or building completion certificate by the MCGM and / or any other Planning Authority or any local issues/litigation which may hamper the implementation of the Project including;
 - a. Any Act, Regulation or restraint constituting a change in Law; or
 - b. Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
 - c. The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority and
 - d. Other Force Majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or their agents.
- (o) **“Goods and Services Tax”/“GST”** shall mean the applicable Goods and Service Tax Act, being a comprehensive indirect tax levy on manufacture, sale and consumption of goods as well as services..
- (p) **“Interest”** shall mean the highest Marginal Cost of Lending Rate (hereinafter referred to as “MCLR”) of State Bank of India (hereinafter referred to as “SBI”) plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.
- (q) **“Layout Property”** shall mean the land described in **Part A** of the **First Schedule** hereunder written.
- (r) **“Maintenance Charges”** shall mean charges and taxes/levies (excluding property tax, which shall be payable by the Purchaser/s separately) to be paid by the Purchaser/s in respect of maintaining the Specified Project including the Common Areas within the said US Open Complex.
- (s) **“Maintenance Company”** shall mean the Promoter and/or any agency to be appointed by the Promoter for managing the affairs and management of the Specified Project post construction until such management is handed over to the Association/Apex Body of Complex.
- (t) **“Maha-RERA (or) RERA”** shall mean The Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Rules, all clarifications, orders and notifications issued by the Authority from time to time and all amendments/modifications re-enactments thereto.
- (u) **“Maharashtra Rules”** shall mean 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 as amended from time to time.
- (v) **“MOFA”** shall mean the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

- (w) **“MOFR”** shall mean the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, etc.) Rules, 1964.
- (x) **“Other Charges”** shall have the meaning as defined in **Annexure “C”**.
- (y) **“Possession Date”** shall mean the date more particularly mentioned in Clause 12 of this Agreement.
- (z) **“Sale Consideration”** shall mean sale price of the said Flat specified in Clause 3 of this Agreement.
- (aa) **“Services”** shall for the purpose of this Agreement, mean water supply area, drainage systems, electrical plants appliance and cabling, ventilation for the Project building, lift wells for installation of lifts, firefighting systems, etc.
- (bb) **“Specified Land”** shall have the meaning ascribed to it in recital Q, which land is described in **Part C** of the **First Schedule** hereunder written.
- (cc) **“Specified Project”** shall have the meaning ascribed to it in recital Q.
- (dd) **“Structural Defect”** shall mean any defects/damages caused to the structure of the Project building, common amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Specified Project building by reason of which the Purchaser/s is prevented from the use and enjoyment of the said Flat or the Common Areas. Provided however, it shall not include defects/damages caused due to any latent defects in the material supplied or due to any defects/damages caused by action of the Purchaser/s of the said Flat or any third party or due to the following events:
 - i. Acts of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements;
 - ii. Acts of war, hostilities (whether war be declared or not), due to which the Project building is attacked;
 - iii. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.
- (ee) **“TDR”** shall mean Transferable Development Right as defined in the DCR applicable to the Specified Land and which, may be procured by the Promoter for utilization of the same for the Specified Project.
- (ff) **“TDS”** shall mean Tax Deducted at Source, wherein the Purchaser/s, responsible for paying to the resident Promoter any sum by way of consideration, which for the purposes of TDS as per the applicable provisions of the Income Tax Act, 1961 and with effect from 1st September, 2019, includes all charges of the nature of Corpus Fund Subscription, Advance Maintenance Charges, Water and Electricity fee, Club Amenities/House Corpus Fund and Development Charges or any other charges of similar nature, which are incidental to transfer of the said Flat more particularly set out in Clause 3 to this Agreement, shall, at the time of credit of such sum to the account of Promoter or at the time of payment of such sum by issue of a Cheque or Demand Draft or by any other mode, whichever is earlier, deduct an amount equal to 1% (one percent) of the amount so payable or at the rate as applicable at the relevant time, under the Income-tax Act, 1961.
- (gg) **“US Open Plot”** shall mean the land described in **Part B** of the **First Schedule** hereunder written.
- (hh) **Interpretation**
 - (a) The Parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of this Agreement.
 - (b) Words importing the singular include the plural and vice versa.

- (c) Reference to a gender includes a reference to all other genders.
- (d) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- (e) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- (f) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement.
- (g) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- (h) The mention of the provisions of the MOFA and the MOFR in this Agreement is by way of reference to the statutory provisions. If the provisions of the MOFA and/or the MOFR are repealed or impliedly repealed, then the same shall cease to apply and shall not be read as part of this Agreement.

2. SALE:

- (a) The Purchaser/s has/have requested the Promoter and based on the request, the Promoter has agreed to sell to the Purchaser/s on "ownership basis" and the Purchaser/s has/have agreed to buy from the Promoter, the said Flat admeasuring _____ square meters equivalent to _____ square feet or thereabouts of Carpet Area bearing Flat No. _____ on _____ Floor of the Specified Project known as "US OPEN" to be constructed on the Specified Land and more particularly described in the **Second Schedule** hereunder written ("**the said Flat**") together with the right to use and maintain the following appurtenant area:

- (i) the Balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabout;

at and for the Sale Consideration as set out in Clause No. 3 hereunder written and, on the terms, and conditions contained herein. For the removal of doubts, it is hereby clarified that the admeasurements of Carpet Area and other appurtenant areas of the said Flat as mentioned herein are based on unfinished surface areas. At the request of the Purchaser/s, the Promoter has agreed to permit the Purchaser/s, free of cost, the right to use the Car Parking Space(s), incidental to the said Flat, provided however that such right shall be subject to variation/modification as may be made by the Association in respect thereof.

- (b) It is expressly understood by the Purchaser/s, that the said Flat shall be used for the purpose of residence only.
- (c) The Purchaser/s agree(s) and confirm(s) that all car parking spaces within the Project will be dealt with by the Promoter in the manner it deems fit and in accordance with the Applicable Laws. The Purchaser/s hereby declare(s) and confirm(s) that the Purchaser/s does/do not require any other parking space(s) and accordingly the Purchaser/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Specified Project/US Open Complex and/or any such right, title, interest accruing even at a future date. The Purchaser/s further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of parking space(s) done by the Promoter and/or the Association/Apex Body of the Complex, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that the Promoter and/or the Association/ Apex Body of the Complex shall deal with the parking space(s) in the manner the Promoter and/or the Association deems fit, subject to the Applicable Laws and the terms of bye-laws and constitutional documents of the Association/ Apex Body of the Complex.
- (d) It is further expressly understood by the Purchaser/s, that the said Car Parking Space(s) shall be used for the purpose of parking vehicle(s) only.

- (e) The Purchaser/s further agree(s) and undertake(s) that he/she/they/it shall not be entitled to raise any objections towards the identification and allotment/allocation of parking space(s) done by the Promoter and/or the Association, at any time and shall not challenge the same anytime in future. The Purchaser/s agree(s) and acknowledge(s) that the Promoter and/or the Association shall deal with the parking space(s) in the manner the Promoter and/or the Association deems fit, subject to the Applicable Laws and the terms of bye-laws and constitutional documents of the Association.
- (f) The Purchaser/s cannot sell and/or transfer the Car Parking Space(s) allotted to him/her/them independently and the same can be done only if the said Flat is sold or transferred by him/her/them.

3. SALE CONSIDERATION:

- (a) The Promoter shall sell and transfer to the Purchaser/s and the Purchaser/s shall purchase and acquire from the Promoter, the said Flat on ownership basis for which the total sale consideration receivable by the Promoter shall be Rs. _____/- (Rupees _____ Only) ("Sale Consideration"), subject to TDS.
- (b) The aforesaid Sale Consideration is exclusive of the payment of **"Other Charges"** as defined in **Annexure "C"** which Other Charges are subject to applicable TDS. All applicable taxes, duties, levies, cesses, statutory charges etc. including Goods and Services Tax (GST) as are levied or which may be levied hereafter on the Other Charges shall be borne and paid by the Purchaser/s.
- (c) All taxes, duties, levies, cesses, statutory charges including GST, VAT and Other Charges as applicable/payable now or hereafter, on all amounts payable under this Agreement shall be borne and payable by the Purchaser/s alone in designated account/s of the Promoter and the Promoter shall never be liable/responsible and/or required to bear and/or pay the same or any part thereof. If any rate of tax on output, as mentioned in the Agreement, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of this Agreement, which was or will be assessed on the Promoter in connection with performance of this Agreement, the Purchaser/s shall be liable to pay and bear the same.
- (d) Of the aforesaid Sale Consideration, the Purchaser/s has/have paid on or before the execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) and shall pay the balance of the Sale Consideration subject to and in the manner provided herein.
- (e) 10% of the Said Consideration shall be treated as Booking Amount for the purpose of this Agreement.
- (f) The timely payment of Sale Consideration being the essence of this Agreement, the Purchaser/s will pay the balance Sale Consideration and all Other Charges payable under this Agreement without any default as per the Payment Schedule set out in Clause 4 hereunder;
- (g) The Purchaser/s, as required under the provisions of section 194IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) will deduct the TDS from the Sale Consideration and from other amounts as are required by law and promptly deposit the TDS amount with the concerned authority. The Purchaser/s shall without fail within 30 (thirty) days from the date of such deduction of TDS amount, furnish a signed original copy of the TDS Certificate (Form 16B) to the Promoter. In the event the Purchaser/s fail(s) to deposit the TDS amount with concerned authority within the stipulated period or fail to furnish to the Promoter the signed original copy of the TDS certificate within the period specified herein, then in such events, the Purchaser/s shall be liable to bear and pay Interest to the Promoter on account of delay and to compensate the Promoter for any loss caused to them due to non-payment or delayed payment of the TDS.

- (h) The Purchaser/s shall also be liable to compensate the Promoter for any interest/penalty/loss incurred by the Promoter on account of the Purchaser's failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 7(seven) days of being called upon by the Promoter.
- (i) The Purchaser/s hereby agree/s that the Purchaser/s shall also be liable to pay all taxes, levies, statutory charges etc. including GST, imposed on or applicable to the transfer and sale of the said Flat with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.
- (j) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the Demand Letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- (k) The Sale Consideration as mentioned hereinabove is mutually agreed by and between the Promoter and Purchaser/s hereto.

4. PAYMENT OF INSTALLMENTS AND OTHER CHARGES:

A. Payment Schedule

- (a) Upon completion of each stage of construction ("**Milestones**"), the Promoter shall issue Demand Letters/Payment Notices ("**Demand Letter**") to the Purchaser/s, for payment of the balance Sale Consideration, payable in such installments ("**Installments**") as more particularly defined within the Payment Schedule annexed hereto as **Annexure "B"**.
- (b) The Purchaser/s assure(s) the Promoter that the balance Sale Consideration will be paid as per the Payment Schedule, time of payment of each Installment against the completion of each Milestone as defined therein, being the essence of this Agreement.
- (c) The decision of the Architect (appointed by the Promoter from time to time) and as per applicable laws with regard to the completion of each Milestone shall be final and binding on the Purchaser/s and the Purchaser/s shall pay the balance Sale Consideration installments and all Other Charges mentioned in **Annexure "C"** within the due dates as would be mentioned in the Demand Letter.
- (d) The Purchaser/s shall additionally be liable to pay all applicable taxes, duties, levies, cesses, statutory charges including GST or Other Charges existing or levied hereafter and/or due to change in interpretation or application of any tax as may be applicable and levied by the Central/State Government or any other authority at the applicable rate simultaneously with the payments of each installment of amounts payable under this Agreement, with retrospective effect, if so required by law.

B. Prompt Payment

- (a) The Purchaser/s assure(s) the Promoter that the Sale Consideration, taxes & duties as applicable thereon and as also any Other Charges mentioned in this Agreement shall be paid in accordance with the due dates mentioned in the Demand Letter without default. Timely payment shall be the essence of this Agreement. The Promoter has informed the Purchaser/s and the Purchaser/s is/are fully aware that any delay or default in payment by the Purchaser/s could jeopardize the Specified Project as well as expose the Promoter to financial losses and also affect the other purchaser/s by way of delays in the timely completion of the Specified Project.

- (b) The Promoter shall intimate to the Purchaser/s as and when the installments are due, and the Purchaser/s shall pay all such amounts forthwith and in any case within 15 (fifteen) days from the date of such Demand Letter. In case of any delay in the payment of any of the installment amounts or any other amounts under this Agreement, then without prejudice to the other rights and remedies available with the Promoter, the Purchaser/s shall be liable to pay Interest on the outstanding amount for the period of delay. The Promoter shall be entitled to collect and pay such charges including GST, as applicable, on such delay payment charges.
- (c) The Promoter shall intimate to the Purchaser/s as and when the installments are due, and the Purchaser/s shall pay all such amounts.

C. Payment Terms and Conditions

- (a) All payments to be made by the Purchaser/s to the Promoter under this Agreement shall be made by Cheque/Demand Draft/Pay Order/NEFT/RTGS/Wire Transfer in the designated accounts of the Promoter, and shall be considered to have been received by the Promoter only when the amount receivable is confirmed as credited into the designated account/s of the Promoter. The details of the bank accounts and the amounts to be paid/credited therein are set out in the **Third Schedule** hereunder written. Changes, if any, in such bank account details will be intimated to the Purchaser in writing by the Promoter.
- (b) The Promoter's designated Bank Account(s)/Wire Transfer Detail(s) are to be used by the Purchaser/s for the purpose of making requisite payments under this Agreement and are payable in favour of the Promoter's designated account name only.
- (c) In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Purchaser/s account and only the net amount so received from the Purchaser after adjusting the collection charges against actual payment demand from the Promoter will be calculated as net credit to the Purchaser/s account.
- (d) In case of any cheque being dishonored, a sum of Rs. 1,500/- (Rupees One Thousand Five Hundred only) would be debited to the Purchaser's account and the same shall be forthwith payable by the Purchaser/s. This is without prejudice to the right of the Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Purchaser/s. Any taxes on the above amounts shall also be borne and paid by the Purchaser/s.
- (e) The certificate/s recording payment of TDS shall be submitted by the Purchaser/s to the Promoter within the prescribed period;

D. Lien/Charge

- (a) The Promoter shall have the lien and charge on the said Flat and/or the said Car Parking Space agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Promoter hereunder.
- (b) It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including GST and Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Purchaser/s to the Promoter (and not otherwise), will the Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Flat and/or of the said Car Parking Space.

E. Raising of Finance by the Promoter and/or Purchaser/s

- (a) The Promoter shall have the right to raise finance and/or loan from any financial institutions, banks, housing finance companies, NBFCs, fund houses, body corporate or any other person (hereinafter referred to as the "**Lender**"). For the purpose of raising finance, and the Promoter may create mortgage, charge *inter alia* on the said Specified Land and/or the buildings/towers

and residential flats therein and/or securitization of the receivables subject to however to rights created in favour of the Purchaser/s in the said Flat pursuant to this Agreement.

- (b) In the event the Promoter has availed of any finance for the development of the Specified Land from any Lender and created any charge on the said Flat, then, the Promoter shall provide a No Objection Certificate (“NOC”) issued by such Lender or procure the same and provide a copy thereof to the Purchaser/s.

F. Compliance of laws relating to remittances

- (a) The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
 - (b) The Promoter accepts no responsibility in regard to matters specified as hereinabove in sub-clause (a) above. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.
5. The Purchaser/s may obtain finance from any Lender but the Purchaser’s obligation to purchase the said Flat pursuant to this Agreement shall not be contingent on ability of the Purchaser/s or competency to obtain such financing and the Purchaser/s shall remain bound by this Agreement whether or not he/she /it /they has/have been able to obtain financing for the purchase of the said Flat. However, the Purchaser/s before creating any charge on the said Flat, shall obtain prior approval of the Promoter if the entire Sale Consideration and other payment payable hereunder to the Promoter has not been fully paid by the Purchaser/s.

6. DELAY & DEFAULT IN PAYMENT AND CONSEQUENCES:

- (a) Upon demand, the Purchaser/s agrees to pay to the Promoter the payment Installments of Sale Consideration mentioned in Clause 3 within 15 (fifteen) days from the Demand Letter sent by the Promoter either to the postal address provided by the Purchaser/s or electronically delivered to the registered email address provided by the Purchaser/s.
- (b) The Purchaser/s agree/s to pay to the Promoter Interest, to be calculated on all amounts, which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement, from the date the said amount becomes payable by the Purchaser/s to the Promoter, till payment thereof to and/or realization thereof by the Promoter.
- (c) The rate of interest payable shall be the State Bank of India highest Marginal Cost of Lending rate plus two percent (2%). Provided that in case the State Bank of India Marginal Cost of lending rate is not in use it would be replaced by such benchmark lending rate which the State Bank of India may fix from time to time for lending to the general public.

- (d) Separate Demand Letter may be raised by the Promoter for Interest on delayed payment with applicable Taxes, if any.
- (e) Interest to be paid by the Purchaser/s for delayed payment shall be paid within 7 (seven) days of the date of Demand Letter.
- (f) It is agreed by the Purchaser/s that time for payment of various Installments of the Sale Consideration and also of all other payments due hereunder by the Purchaser/s to the Promoter is essence of the contract.
- (g) The Purchaser/s specifically agree/s that in the event of the Purchaser/s making any default in payment of any installment of the Sale Consideration, Other Charges and other payments under this Agreement on their due date and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 30 (thirty) days' notice in writing sent by the Promoter to the Purchaser/s to remedy the breach, without prejudice to the rights available to the Promoter under this Agreement and/or under Applicable Laws, the Promoter will be entitled to terminate this Agreement by giving termination notice in which event the consequences set out in Clause 28(h)(b) shall follow.

7. CONSTRUCTION:

- (a) The Promoter shall construct the Specified Project in accordance with plans, designs, specifications sanctioned by MCGM and other authorities from time to time.
- (b) The Purchaser acknowledges that, in the course of construction certain changes, deviations or omissions may be required by governmental, municipal or other authorities having jurisdiction over the matter or certain design changes may be suggested by the Architect appointed by the Promoter. Further, job conditions on the Specified Project may require certain changes, deviations or omissions, or the Promoter may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Specified Project. Any such changes, additions, deviations or omissions recommended by the Promoter, the Architect appointed by the Promoter or required by governmental, municipal or other authorities are hereby authorized by the Purchaser/s provided the same do not entail any change in the total area of said Flat or its location of the said Flat and the Purchaser/s is/are intimated in advance of the same.
- (c) The Purchaser/s shall not make any visits to the construction site, it being recognized that this is essential in the interest of safety of the persons visiting the construction site.
- (d) The Promoter will observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM and other authorities at the time of sanctioning the plans for the Specified Project or thereafter and shall before handing over possession of the said Flat to the Purchaser/s obtain from MCGM or other concerned authority, occupation and/or completion certificate in respect of the Specified Project in which the said Flat is located.
- (e) If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter, as the case may be, any Structural Defect in the said Flat or in the Specified Project then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA.

8. VARIATION IN SIZE OF THE SAID FLAT:

- (a) The Purchaser/s agree/s that the calculation of Carpet Area in respect of said Flat is based upon the plans approved by the MCGM and/or other concerned authority and the same may undergo variation at the time of completion of construction of the said Flat. The Purchaser/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinbelow.

- (b) The Parties agree and acknowledge that the in the Carpet Area of the said Flat up to +/- 3% (three percent) (or such other percentage as may be prescribed from time to time under the RERA) of the Carpet Area of the said Flat agreed under this Agreement ("**Threshold Limit**") is acceptable to each of the Parties hereto and in such an event neither Party shall have any claim against the other Party. If there is any reduction in the Carpet Area above the Threshold Limit then the Promoter shall refund the excess money paid by the Purchaser/s (for such reduced area above the Threshold Limit) within 45(forty-five) days with annual Interest from the date such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area of the said Flat allotted to the Purchaser/s beyond the Threshold Limit, the Promoter shall demand, and the Purchaser shall pay additional amount (for any such increased area beyond the Threshold Limit) as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- (c) The Promoter may make such variations or modifications in the Plans/Designs/Specifications, as may be required during the construction and or as required by any statutory authority or such change otherwise deemed necessary by the Promoter in view of the site requirement and as per Applicable Laws, without however substantially altering the dimensions location, area, amenities, fixtures and fittings of the said Flat.
- (d) The parties hereby agree and acknowledge that the dimensions/usable area of the toilet/s provided in the said flat are inclusive of ledge wall.

9. USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR) / CHANGE IN F.S.I:

- (a) The Promoter is and shall be entitled to load and/or utilize Transferable Development Rights ("**TDR**") on the Specified Land.
- (b) The Purchaser/s hereby give/s consent to the Promoter that the Promoter shall have full right, title and interest to use and utilize TDR and/or any additional FSI in respect of the Specified Land on the other portion of the US Open Plot and/or Layout Property, or to sell/transfer the same.
- (c) The Specified Land has existing total potential as disclosed in RERA from time to time.
- (d) The Promoter further declares that F.S.I. as disclosed in RERA from time to time has been utilized in the sanctioned building plans of the Tower _____ of the Specified Project out of the total potential F.S.I. as disclosed in RERA from time to time. The Purchaser/s has /have agreed to purchase the said Flat based on the proposed construction to be carried out by the Promoter by utilizing the remaining F.S.I. area potential and on the understanding that the declared remaining F.S.I. area potential shall belong to Promoter only. Provided further if the proposed remaining F.S.I. area potential for whatever reasons is not utilized by the Promoter in the Project partly or fully the same shall not be construed as breach of commitment and the Purchaser/s shall not be entitled to terminate this Agreement or have any claim against the Promoter.
- (e) The Promoter may use additional F.S.I./TDR on the said Property by constructing additional structure/s or additional wings or additional floors. The Purchaser/s is/are aware about the same and hereby give/s his/her/their consent and No Objection to the Promoter for any such further construction to be carried out by way of increasing/decreasing the number of floors or by way of constructing new wing or wings or separate towers/buildings/structures by the Promoter in the future. In the event of TDR being used or the additional F.S.I. being made available and utilized by the Promoter, the Purchaser/s agree/s that the Purchaser/s has/have no objection and do not object to the Promoter any time now or in the future to the Promoter constructing any additional towers/buildings/structures or wings.

10. RIGHT OF THE PROMOTER TO DEVELOP THE SPECIFIED LAND AND THE COMMON AMENITIES THEREIN FROM TIME TO TIME:

- (a) The Purchaser/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction undertaken by the Promoter on the Specified Land. The Purchaser/s agree(s) that the Promoter will be entitled to free un-interrupted access, at any point of time through all the Common Areas of the Specified Land.
- (b) The Purchaser/s shall under no circumstances object or obstruct the Promoter or anyone claiming through the Promoter to the easementary right of passage of water lines, sewerage lines, electrical lines below and/or overhead and under the ground of the Specified Land.
- (c) The Purchaser/s further covenants that the said Promoter or any one claiming through them are entitled to the usage of the common amenities as applicable to the Specified Land including roads, common parking spaces, right to draw water, sewerage, electricity lines, data, voice/telephone lines and cables as the case may be for the Specified Project which may be undertaken upon the balance area of the Specified Land.
- (d) The Purchaser/s is/are fully aware that the Specified Project is a part of the US Open Complex and the development thereof will be completed with the completion of the development of the entire US Open Complex. The Purchaser/s shall, as and when informed by the Promoter that the Specified Project/US Open Complex in which the said Flat belonging to the Purchaser is complete, pay all the amounts due under this Agreement. The Purchaser/s is/are also aware and agree/s that some of the common amenities and facilities in the Specified Project shall be completed phase wise and all of which shall be completed at the time of the completion of the entire development upon the US Open Plot. The delay in the completion of the common amenities and facilities in the Specified Land shall not give any right to the Purchaser/s to claim any damages from the Promoter or delay any payment to the Promoter.
- (e) It is further clarified that at the time of offer of possession of the said Flat by the Promoter to the Purchaser/s, only the part occupancy certificate may have been issued by the concerned authority in respect of said Tower _____ and full occupancy certificate may not have been issued at such stage and it is further clarified that at such time, certain facilities/amenities proposed to be provided may not be ready or other common amenities may not be completed and the Purchaser/s shall not delay accepting possession of the said Flat or delay making any payments to the Promoter on the ground that such facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take time for the Promoter to complete all common amenities after obtaining the part occupancy certificate in respect of the said Flat and the Purchaser/s hereby confirm/s that the Purchaser/s has no objection to the same and shall not cause any hindrances or obstructions in the course of the Promoter carrying out such work.
- (f) The Purchaser/s hereby expressly agree/s that the Promoter shall be entitled to develop and sell all the saleable flats/shops/units/premises in the Specified Project and other parts of the Specified Land and all other saleable structures, to be constructed on the Specified Land. The same may be permitted by the Promoter for being used for the purpose of guest house, dispensaries, nursing home, maternity homes, consulting rooms, hotel, restaurant, food court, department store, place of worship, banks, community centre, stalls school, private classes, training centre, banquet halls or any residential or non-residential use as deemed fit by the Promoter and as may from time to time be permitted under the DCPR and/or by the concerned authorities and no objection thereof shall be raised by the Purchaser/s of premises in the Specified Project or the Association.

11. CAR PARKING SPACE:

- (a) As requested by the Purchaser/s and for the convenience of the Purchaser/s, the Promoter agreed to permit use of Car Parking Space within the Specified Land. The Purchaser/s shall use the Car Parking Space carefully, peacefully and quietly. The rules governing the use of such Car Parking Space shall be framed and administered by the Association of the purchaser/s of premises in the Specified Project. The location and other details viz. car park numbering, etc., shall be intimated to the Purchaser/s at the time of handing over of possession of the said Flat and the same shall be under the superintendence and control of the Association that will be formed as hereinafter provided. The use of the said Car Parking Space/s permitted to the

Purchaser is by way of a facility for the specific Flat purchased by the Purchaser/s and is attached to the said Flat to the end and intent that the said Car Parking Space/s cannot be held by a person who does not own that Flat. The Purchaser/s shall not be entitled to sell and/or transfer the Car Parking Space/s allotted to him/her/them independently of the Flat and the same can be done only if the Flat is sold or transferred by him/her/them subject to the terms mentioned herein.

- (b) Un-allotted Car Parking Spaces in the Specified Project, if any, shall continue to remain the property of the Promoter and shall remain in possession of the Promoter. It shall be upon the Promoter's discretion to allot/use such un-allotted spaces that continue to remain with the Promoter.

12. POSSESSION:

(a) Possession:

As per the existing RERA registration certificate for the Specified Project, the possession date is stated to be on or before _____, which is subject to there being no Force Majeure Event and any extension that may be granted by RERA. The Purchaser/s hereby agrees and gives specific irrevocable consent to the Promoter to change and extend the said possession date of _____ as mentioned in the said RERA registration certificate for the Specified Project accordingly, and subject to there being no Force Majeure Event, the Promoter shall endeavor to complete and give Possession of the said Flat on or before _____ subject to such extension being granted by RERA ("**Delivery Date**").

(b) Possession Delay:

Subject to Force Majeure Event, if the Promoter fails to abide by the time schedule for completing the Specified Project and handing over possession of the said Flat to the Purchaser/s on or before the Delivery Date, the Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the Specified Project, Interest on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter Interest on all the delayed payment which became due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount was payable by the Purchaser/s to the Promoter.

(c) Mode of giving Possession:

Upon the Purchaser/s complying with all provisions, formalities, documentations including declarations, undertakings and indemnities, etc. as may be prescribed by the Promoter in this regard and provided the Purchaser/s is/are not in default of any of the terms and conditions of this Agreement, the Promoter shall serve upon the Purchaser/s a notice ("**Possession Notice**") to take the possession of the said Flat and then the Promoter shall give possession of the said Flat to the Purchaser/s on the date specified in the possession notice which date shall be within 15 (fifteen) days of the Possession Notice ("**Possession Date**"). Non-completion of other flats/shops/units/premises, common areas other project amenities at the time of possession cannot be a reason for not taking the possession.

(d) Deemed Possession:

It is understood by the Purchaser/s that even if the Purchaser/s fail to take possession of the said Flat after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the fifteenth (15th) day from the date of Possession Notice e.

- (e) The Maintenance Charges plus GST thereon (as applicable) for the said Flat shall be payable by the Purchaser/s from the date of physical possession or from the 15th (fifteenth) day from the date of Possession Notice, whichever is earlier.

(f) Responsibilities

On and from the Possession Date:

- (i) The said Flat shall be at the sole risk, cost and consequences of the Purchaser/s and the Promoter shall have no liability or concern thereof.
- (ii) The Purchaser/s shall become liable to pay the Maintenance Charges and all other expenses necessary and incidental to the management and maintenance of the Project as provided in Clause 25 in respect of the said Flat and the Common Areas and facilities.
- (iii) All taxes, duties, levies, cesses, statutory charges etc. including GST, deposits imposed, demanded or required to be paid to the authorities concerned or the Association, as may be decided shall be borne solely by the Purchaser as provided in Clause 25.
- (iv) The Promoter shall not be responsible for any damage caused to the said Flat on account of delay in taking over possession and in such an event; the Purchaser/s will have to take possession of the same on as is what is basis.
- (g) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoter.

13. TRANSFER TO THIRD PARTY:

- (a) The Purchaser/s cannot transfer the said Flat in favour of a third party without the consent of the Promoter till the time possession is handed over to the Purchaser/s hereinafter referred to as the Lock-in Period ("**Lock-in Period**"). Transfer of the said Flat may be permissible subject to approval by the Promoter in writing, who may at its sole discretion permit the same on payment of transfer fees/charges calculated @ 2% (two percent) of the Sale Consideration as mentioned in Clause 3 of this Agreement, in addition to all applicable taxes and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of inter alia affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. Transfer of the said Flat shall be permissible only if all installments as per this Agreement have been paid in full and all other payments that may be due as on date under this Agreement have been cleared in total. Stamp duty as applicable on this transfer shall be paid by the transferor/transferee. However, the Purchaser/s agree/s and undertake/s to: (i) Pay the administrative charges as fixed by the Promoter; (ii) Register the Agreement/Deed for assigning the Purchaser's rights and obligations under this Agreement duly assigning his rights and obligations under this Agreement. The Promoter shall have the first right of refusal for purchasing the said Flat at the same price at which it is proposed to be sold to a third party.
- (b) It is hereby clarified that, if the Purchaser/s is a company-public or private limited, any change in ownership of majority shares shall be deemed to be transferred and in case of partnership firm any change in the constitution of the partners of such partnership shall deemed to be transferred and in case of any association of persons any change of constituents of such association shall be deemed to be a transfer, and in such situation, the provisions of sub-clause (a) shall apply.
- (c) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Specified Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

14. COMMON AREAS, AMENITIES AND FACILITIES

- (a) The Common Areas and common amenities and facilities for the entire US Open Complex shall mean the parts and portions of the US Open Plot inter alia the Specified Land/parts and portions of the US Open Complex inter alia the Specified Project having common areas, amenities and facilities earmarked for the common use and enjoyment of all the owners/residents therein as mentioned in **The Third Schedule** herein, except limited common areas which are exclusive common area earmarked for specific flats in any specific Tower.

- (b) It is expressly agreed by and between the Parties hereunder, that all the internal roads are intended for the use and benefit of all the purchasers, occupants and users of all the residential flats and other premises in the entire US Open Complex.
- (c) The Club Amenities (as hereinafter defined) including but not limited to the lawns and kid's play area shall always remain the property of the Promoter till the said Specified Project is conveyed to the Association/Apex Body of the Complex on the completion of the development of the said US Open Complex. The purchasers and other occupants shall abide by such rules and regulations for use of the Club Amenities and other amenities and facilities as may from time to time be framed by the Promoter and/or the Association/Apex Body of the Complex, as the case may be. However, the Promoter and/or Association/Apex Body of the Complex shall be entitled to collect from the purchaser/s the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, amenities and facilities.
- (d) The Purchaser/s together with all other purchasers of residential flats and other premises in the Specified Project/US Open Complex will not have any individual right in Common Areas, amenities and facilities built or provided in the Specified Project/US Open Complex for the common use and enjoyment of the purchasers.
- (e) The Promoter shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Specified Project/US Open Complex.
- (f) Notwithstanding anything herein contained the Promoter shall not be required to give possession of the said Flat to the Purchaser/s till the entire Sale Consideration and all other amounts due hereunder are paid by the Purchaser/s to the Promoter.
- (g) The Purchaser/s is/are aware that the Club Amenities and the other facilities and amenities may not be available till the entire US Open Complex is completed. For this reason, the Purchaser/s shall not be entitled to any compensation or reduction in the agreed Sale Consideration for the said Flat.

15. WATER, ELECTRICITY AND OTHER UTILITIES:

(a) Water Supply

- (i) Water supply to the residents of the Specified Project will be made available from MCGM or any other available source as may be permitted by the authorities concerned. The Purchaser/s is/are prohibited from installing pumps to boost water supply. The cost of supply of additional water by tankers or otherwise, if required, shall be borne by the purchaser/s of the flats/shops/units/premises in the Specified Project.

(b) Power Supply and other utilities

- (i) The Purchaser/s shall be liable to pay for power supply at the applicable rate for the said Flat.
- (ii) The Purchaser/s shall pay for the security deposit for individual electric meters to be allotted to him by the concerned authority/company/agency.
- (iii) In case the Power Supply Authority fails to provide individual meter to the owners of the flats/shops/units/premises in the Specified Project and makes provision for a Bulk Supply, the Promoter shall provide sub-meters to the owners of the flats/shops/units/premises, including the Purchaser/s, upon payment of the proportionate Security Deposit payable to the Power Supply Authority for such connection. The amount recoverable from the Purchaser/s towards the same will be intimated in due course as soon as the same is known to the Promoter and the Purchaser/s shall pay the same within the due date to be mentioned by the Promoter.
- (iv) Any security deposit towards any utilities would be subject to revision and replenishment and the Purchaser/s shall be liable to pay proportionately such revision and replenishment to the concerned authority/company/agency as per their norms.

- (v) The continued supply of electricity power, water and other such utilities shall depend on the supply received from the concerned utility supplier like MCGM, electricity Supplier Company etc.

16. CLUB AMENITIES

- (a) The Promoter intends to set up the Club Amenities which, together with its assets and facilities, shall form part of the Common Areas of the US Open Complex. The Promoter reserves the right to decide the amenities and facilities to be provided in the Club Amenities.
- (b) The Promoter will provide the Club Amenities on the identified portion of first floor of Tower 3 (sanctioned as Wing C) comprising of gymnasium, games room, massage room, steam room together with male/female changing room and toilet ("**Club Amenities**") in addition to certain other amenities as mentioned herein.
- (c) It is expected that the Club Amenities will become operational simultaneously with the completion of the entire US Open Complex. It is understood by the Purchaser/s that non-operation of the Club Amenities or any of any other facilities or amenities shall not be deemed as delay in handing over the possession of the said Flat and the Purchaser/s shall take possession of the said Flat whenever the same is offered for possession by the Promoter in accordance with this Agreement. For non-availability of Club Amenities facility or other amenities and facilities till completion of the entire US Open Complex, the Purchaser/s shall not be entitled to any compensation or reduction in price.

17. CLUB AMENITIES AND CHARGES:

- (a) The Purchaser/s shall pay annual subscription and applicable usage charges with applicable taxes thereon to the Promoter, as prescribed from time to time and also abide by rules and regulations framed by the Promoter or the Association/Apex Body of the Complex or its nominated agency for management of the Club Amenities and other amenities and facilities (as the case may be). It is further expressly agreed and understood that the Club Amenities and other amenities and facilities shall be used by the eligible Purchaser/s or occupiers of the residential flats in the US Open Complex and is for the exclusive beneficial use of the eligible Purchasers/occupiers of such residential flats only and no other person/s.
- (b) The Purchaser/s understands and accepts that the membership of the Club Amenities is an amenity and an integrated part of purchase of the said Flat. Its each member shall have the right of use the Club Amenities and its facilities on observance of applicable rules and regulations. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club Amenities.
- (c) The lessees/licensee of the purchaser/s of the residential flats within the US Open Complex shall be eligible for temporary membership of the Club Amenities. However, such occupier may be charged extra for usage at the discretion of the Promoter or other management of the Club Amenities.
- (d) The detailed terms and conditions of membership and rules and regulations governing the use of the Club Amenities facilities will be formulated and circulated in due course before the Club Amenities is made operational. The Purchaser/s shall abide by these rules and regulations as amended from time to time.
- (e) The Club Amenities may be managed, operated and maintained initially by the Maintenance Company till the formation of the Association/Apex Body of the Complex. Once the Association/Apex Body of the Complex is formed, the Club Amenities will be managed by the Association/Apex Body of the Complex. The operational costs/charges of the Club Amenities will be included in the Maintenance Charges and be as determined from time to time by the Maintenance Company/ the Association/Apex Body of the Complex, as the case may be.
- (f) The Annual Subscription for the Club Amenities payable to the Promoter/Association/Apex Body of the Complex will be fixed by the Promoter /Association/Apex Body of the Complex

having regard to the expenses incurred by them and it may be charged to the Purchaser/s of flats on equal basis or on the basis of the area of the flat, as may be decided by the Promoter or as decided by the Association/Apex Body of the Complex after its charge is handed over to the Association/Apex Body of the Complex.

18. FORMATION OF ASSOCIATION / MEMBERSHIP OF ASSOCIATION:

- (a) The Purchasers are aware and acknowledge that the development of the Specified Project is a part of the said US Open Complex and this Agreement is entered into by the Promoter and the Purchasers on the specific understanding that, it shall be at the discretion of the Promoter to decide the nature of the Association, whether to form a society or a company of which the purchasers of the premises in the said Towers shall become members or to submit the premises in the Specified Project/US Open Complex to the provisions of the Maharashtra Apartment Ownership Act, 1970. In the event the Promoter decide to submit the said US Open Plot inter alia the Specified Land and buildings constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970, the Promoter shall make and register the necessary declaration for the same under that Act and shall execute individual Deeds of Apartment in favour of the purchasers of residential flats and accordingly a Deed of Apartment will be executed in favour of the Purchaser/s in respect of the said Flat as contemplated under that Act and the Purchaser/s shall join the execution thereof.
- (b) The Purchaser/s along with other purchaser/s of residential flats and other premises in the Specified Project/Layout shall join in forming and registering a Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Society or Limited Company and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the said organization of such purchasers as contemplated under RERA. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, or any other competent authority as the case may be.
- (c) The Promoter at their own discretion may form a single Association or more than one Association in the US Open Complex.
- (d) If the Promoter choose to form more than one Association the Promoter shall form an Apex Body either as a federation of separate and independent co-operative housing societies or a holding company of separate and companies or any other legal entities, by submitting an application to the registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the US Open Complex/US Open Plot formed as per Clause 18(c) above.

19. TRANSFER OF TITLE:

- (a) The Purchaser/s hereby agree and irrevocably consent that the Promoter is to take steps and shall be required to transfer the said Tower _____ (excluding the basements/Podiums) in favour of the Association within 3 (three) months from the date the occupation certificate for the said Tower _____ is issued by MCGM.
- (b) The Promoter will transfer and convey the basements and/or podiums and other structures for amenities and facilities to be constructed on the US Open Plot inter alia the Specified Land to the Apex Body of the Complex on completion of development of the entire US Open Complex and receipt of occupancy certificates to the last of the building or wing or tower in the said US Open Complex.
- (c) The Promoter will transfer and convey the US Open Plot inter alia the Specified Land to the Apex Body of the Layout on completion of development of the entire Layout Property and

receipt of occupancy certificates to the last of the building or wing in the Layout/Layout Property.

- (d) Even if the Conveyance of the said US Open Plot and buildings/towers/projects thereon is executed, the Promoter will not be bound to hand over possession of the said Flat to the Purchaser/s or to the Association until all the amounts which are due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise are paid along with interest, if any. The Promoter shall have lien on the said Flat for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Purchaser/s to the Promoter. Till such amount with interest, if any, is paid to the Promoter, the Purchaser/s or the Association will not be entitled to possession of the said Flat and the possession of the Promoter shall continue till then.
- (e) The Association/Apex Body of the Complex shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said US Open Plot interalia the Specified Land the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.
- (f) The Apex Body of the Complex/Apex Body of the Layout shall be liable to maintain, repair, renovate, reconstruct, re-build, on the Layout Property interalia the said US Open Plot interalia the Specified Land, the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.
- (g) Each of the purchaser/s shall hand over the e-waste generated to MPCB (i.e. Maharashtra Pollution Control Board) approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules 2011 or any statutory modification or re-enactment .The liabilities shall arise to do so from the date the Purchaser/s is/are offered the possession of his/her/their Flat
- (h) The existing name/s of the Specified Project being implemented on the said Property including 'US Open' and the other names of the towers/buildings therein are subject to change and shall be replaced/changed with such other names as the Promoter may deem fit and the same shall not be changed by the Association/Apex Body of the Complex. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association/Apex Body of the Association in respect of the sale or transfer of the unsold premises or resale of any premises in the event of cancellation of earlier sale, after the conveyance with respect to the Specified Land and structures thereon.

20. MORTGAGE:

- (a) The Purchaser/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Purchaser/s that: -
 - (i) The Promoter may have an arrangement with certain Banks, Financial Institutions, Housing Finance Companies, NBFCs, Fund Houses etc. (hereinafter collectively referred to as "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of the Specified Project/US Open Complex undertaken and carried on by it. As security for repayment of loans which may be advanced to the Promoter by the said Bank, and may create or cause to be created mortgages/charges on the Specified Land, US Open Plot and/or construction thereon in favour of the said Banks, and the securities created in favour of the said Banks may be substituted from time to time. The Promoter is entitled to raise finance by securitization of its receivables for the flats allocated to it and the Purchaser has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
 - (ii) The title deeds relating to the Specified Land may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the said Promoter under the said line of credit arrangement.

- (iii) The Promoter has prior to the execution hereof, caused the said Banks to release the said Residential Flat from the aforesaid security if any, created in their favour, if any.
- 21.** The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter' written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Promoter offering and giving the US Open Plot interalia the Specified Land and/or the US Open Complex interalia the Specified Project (save and except the said Flat but including the receivables therefrom), as security in the manner mentioned in Clause 20 hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser/s shall be of the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser/s herein, the Promoter have entered into this Agreement.
- 22. STAMP DUTY AND REGISTRATION OF THIS AGREEMENT:**
- (a) This Agreement will be executed and registered in favour of the Purchaser/s upon receipt of all payments then due and payable by the Purchaser/s to the Promoter.
- (b) The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof including the transfer/conveyance of the Specified Project, the Common Areas and the transfer/conveyance of the Specified Land shall be borne and paid by the Purchaser/s alone.
- (c) The Purchaser/s shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances within 15 (fifteen) days from the date hereof and the Promoter or their duly authorized agents shall attend such office and admit execution thereof.
- (d) The Purchaser/s shall, in addition to Sale Consideration, pay and bear all other costs, charges, applicable taxes, levies, cesses, statutory charges, Other Charges, etc. including GST. The Purchaser/s shall also pay to the MCGM, Government or other public body or authority his/her/their share of betterment charges or any other charges by whatever name called or other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the Specified Land. The Sale Consideration of the said Flat is calculated on the aforesaid basis and the Promoter is not and shall not be liable to contribute any amount towards any of the aforesaid costs, charges, expenses and outgoings. If any rate of tax, is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Agreement, which was or will be assessed on the developer in connection with performance of the Agreement, an adjustment of the Sale Consideration shall be made by addition to the contract price or deduction therefrom. Taxes and duties, as applicable, should also be charged on supply of water, electricity, security services etc.
- (e) In the event of any stamp duty, registration charges or any other tax, levies, cess, statutory charges, Other Charges, etc. including GST becoming due or payable at any time before (1) the Conveyance of the Specified Project to the Association; and/or (2) the handing over of the Common Areas to the Association and/or (3) the transfer/conveyance of the Specified Land to Apex Body of the Complex/Apex Body of the Layout, the Purchaser/s shall deposit with the Promoter the amount proportionately or actually due in respect of the said Flat before the Promoter gives possession of the said Flat or any time thereafter.
- 23. THE PURCHASER/S HIMSELF/THEMSELVES AND WITH INTENTION TO BIND ALL PERSONS INTO WHOSOEVER HANDS OVER THE SAID FLAT MAY COME, HEREBY COVENANT/S WITH THE PROMOTER AS FOLLOWS: -**
- (a) The Purchaser/s shall not (1) use the said Flat or permit the same to be used for any purpose other than residential use and (2) use the said Car Parking Space(s) for any other purpose than parking vehicles or use the said Flat and the Car Parking Space(s) for any purpose which may

or is likely to cause nuisance or annoyance to the occupiers of other flats/shops/units/premises or for any unauthorized or illegal or immoral purposes/ in violation of any provision of law applicable thereto. Further, the Purchaser/s shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force.

- (b) The Purchaser/s shall not store in the said Flat and/or Car Parking Space and/or within the Common Areas of the Specified Project and/or the said US Open Complex, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Specified Project and/or the said US Open Complex or storing of which goods is objected to by the concerned local / other authority /Association / Promoter/s.
- (c) The Purchaser/s shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Specified Project and/or the said US Open Complex and the said Flat; including entrances of the Specified Project in which the said Flat is situated and in case any damage is caused to the Project in which the said Flat is situated or to any other flats/shops/units/premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (d) The Purchaser/s shall not hold MCGM liable for failure of mechanical parking system/lifts, if any. Purchaser/s shall not hold MCGM responsible if at all there is inadequate maneuvering space of car parking or parking in common areas.
- (e) The Purchaser/s shall not without the written permission of the Promoter/s or their authorized agent, make any additions or alterations in the said Flat and / or Balconies / Terraces and/or Car Parking Space or cause any damage to or nuisance in the Specified Project in any manner and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Specified Project in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat / Specified Project without the prior written permission of the Promoter and/or the Association. If the alteration/addition requires any permission from the authorities, then the same shall be obtained by the Purchaser/s at their own costs, risks and consequences.
- (f) The Purchaser/s also agree and undertake that prior to commencing any fit out or interior works in the said Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the fit out manual (as may be drawn up by the Promoter containing the guidelines for carrying out the fit-out works in the Flat in the Specified Project), keep deposited with the Promoter such sum as a security deposit as may be decided by the Promoter and which amount shall be refunded by the Promoter to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out manual or cause/s any damage or nuisance to the Specified Project or any Common Areas or in any areas adjoining/above/below the said Flat, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.
- (g) The Purchaser/s shall not without the written consent and only and as per the specifications, designated place provided by the Promoter or the Association, put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Specified Project and/or the said US Open Complex. With a view to maintain uniform aesthetics of the exterior of the Specified Project and/or the said US Open Complex, the Purchaser/s is not permitted and shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Name plate shall be put up in places designated for the said purpose by the Promoter or the said Association.

- (h) The Purchaser/s shall not without the written permission of the Promoter/ Association , store/keep any material in any area other than the said Flat.
- (i) The Purchaser/s will not hinder or obstruct the progress of the construction of the Specified Project and/or the said US Open Complex or any other construction in said US Open Plot or part thereof in any manner.
- (j) The Purchaser/s shall not carry out any structural alterations of whatsoever nature in the said Flat and in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erections in the bathroom which may result in seepage of the water. If any of such works are carried out, the defect liability as stated in Clause 7(e) shall automatically become void. In case such works are carried out without consent and/or affect any other flats/shops/units/premises, the Purchaser/s shall be liable for damages and costs of repair.
- (k) Not to cause any nuisance or annoyance to the neighbors.
- (l) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat, in the passage, in the compound of any portion of the US Open Plot interalia the Specified Land.
- (m) Not to do or suffer to be done anything in or about the Specified Project or the said Flat or on the staircases and /or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Association or MCGM and/or any other concerned authority.
- (n) Not to refuse or neglect to carry out any work directed to be executed in the Specified Project or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works.
- (o) Not to encroach upon or make use of any portion of the Specified Project or open space of the compound not acquired by him or otherwise not forming part of the said Flat.
- (p) Not to restrain the Promoter or their servants and agents from entering upon the said Flat till the conveyance of the US Open Plot interalia the Specified Land is executed, by the Promoter for inspecting the same at all reasonable times after reasonable notice or from carrying out any construction or repair work on any part of the Specified Project or the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the Specified Project and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes.
- (q) Not to affix any grill(s) fixture(s), pot(s), plant(s), or any other object(s) whatsoever, outside the window(s) and/or main door of the said Flat, other than what has been provided by the Promoter at the time of possession of the said Flat.
- (r) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the US Open Plot interalia the Specified Land and/or the US Open Complex interalia the Specified Project in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the Specified Project/Specified Land and/or the said Flat.
- (s) Not to let, sub-let, transfer, assign or part with the said Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Flat until (i) the entire Sale Consideration and all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and (ii) the Promoter have in writing permitted to the Purchaser/s to do so which permission the Promoter may give only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement. The Promoter, may at its sole discretion permit the same on payment of transfer

fees/charges plus GST as applicable by the Purchaser/s calculated @ 2% (two percent) of the Sale Consideration as mentioned in Clause 3 of this Agreement, in addition to all applicable taxes and other administrative charges as may be fixed by the Promoter from time to time, subject to submission of *inter alia* affidavit/undertaking/request for transfer or any other document and on such terms and conditions and guidelines as the Promoter may deem fit. It is hereby clarified that, if the Purchaser/s is a company-public or private limited, any change in ownership of majority shares shall be deemed to be transferred and in case of partnership firm any change in the constitution of the partners of such partnership shall be deemed to be transferred and in case of any association of persons any change of constituents of such association shall be deemed to be a transfer, and in such situation, the aforesaid provisions including but not limited to payment for transfer fees shall apply. The aforesaid provisions shall also apply in case of transfer of the said Flat by subsequent purchaser/s of the said Flat.

- (t) The Purchaser/s shall at all times co-operate with the other purchasers/occupiers of the other flats/shops/units/premises inside the Specified Project and/or the said US Open Complex, for the purpose of management and maintenance of the said Flat, car parking/s, the common amenities and the Common Areas of the Specified Project and/or the said US Open Complex.
- (u) To maintain the said Flat at his/her/their own costs as a prudent person in good and tenantable condition.
- (v) To become a member of the Association and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the Association shall require him/her/them to do.
- (w) To observe, perform and comply with all the byelaws, rules and regulations of the Association.
- (x) To pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Specified Project in which the said Flat is situated.
- (y) To bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of use of the said Flat by the Purchaser/s, viz. use for any purpose other than for residential purpose.
- (z) To observe and perform all the rules and regulations which the Association may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Specified Project and/or the said US Open Complex and the said Flat and on the observance and performance of the Building Rules, Regulations and Laws for the time being of the concerned authority / authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Promoter / Maintenance Company / Association regarding the occupation and use of the said Flat including to pay and contribute regularly and punctually towards all applicable taxes, duties, levies, cesses, statutory charges, shared expenses including GST or other outgoings fixed by them.
- (aa) The amounts of deposits and outgoings payable of the flats/shops/units/premises in the Specified Project have been fixed provisionally by the Promoter and the Purchaser/s shall be bound by the same. The Promoter/ Association may revise and re-fix the amounts payable for the various flats/shops/units/premises. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the Association on execution of transfer/assignment of the relevant portion of the Specified Project to it as if it constituted a part of the deposit collected under this clause, subject to accounting adjustments, if any. If the amount of monthly maintenance charges fixed by the Promoter is found to be short, the Purchaser/s shall pay to the Promoter such revised amount as may be fixed by the Promoter, failing which the same shall be considered as breach of this Agreement by the Purchaser/s.

- (bb) That the Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Promoter may require for safeguarding the interests of the other purchaser/s of flats/shops/units/premises of the Specified Project and/or the said US Open Complex. It is further agreed that the Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said Flat(s) to any third party as envisaged under Clause 13(a) above by way of sale or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Promoter may require for safeguarding the interests of the other purchaser/s of the flats/shops/units/premises of the Specified Project and/or the said US Open Complex.
 - (cc) The Purchaser/s has/have represented and warranted to the Promoter that he/she/they/it has/have the power and authority to enter into and execute this Agreement.
 - (dd) The Purchaser shall (if it so has) provide a valid GST registration number to the Promoter. In case the Purchaser/s fails to provide such GST number then all the transaction between the Promoter and Purchaser/s will be treated as B2C transactions instead of B2B transaction and the Promoter shall not take any responsibility to compensate the loss, if any, caused to the Purchaser/s from such omission.
- 24. THE PROMOTER HAVE INFORMED THE PURCHASER/S AND THE PURCHASER/S IS/ARE AWARE THAT AND THE PURCHASER/S DOTH/DO HEREBY DECLARE/S, CONFIRM/S AND COVENANT/S WITH THE PROMOTER AS UNDER:**
- (a) The Promoter may develop the US Open Plot interalia the Specified Land along with any other adjoining land in future as an extended development of the said US Open Complex interalia the Specified Project.
 - (b) The Promoter may appoint a Project Management Consultant (**PMC**) and/or Principal Marketing Agent (**PMA**) and/or a Development Manager for assisting, facilitating and coordinating in the management, planning, supervision, marketing and sales management of the said US Open Complex interalia the Specified Project.
 - (c) The Promoter will be entitled to amalgamate or sub-divide the US Open Plot interalia the Specified Land along with any other adjoining property or properties as the Promoter may desire or deem fit in their absolute discretion.
 - (d) That the Promoter shall deposit and utilize the Sale Consideration in the manner prescribed under RERA.
 - (e) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Specified Project and shall obtain requisite approvals from time to time to complete the development of the said US Open Complex interalia the Specified Project.
 - (f) The Promoter shall be entitled to take benefit of any approval of development rights which may become available in respect of any other property or properties either adjoining the US Open Plot interalia the Specified Land on the US Open Plot interalia the Specified Land or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
 - (g) It is agreed between the Parties that the right of the Purchaser/s shall be restricted only to the said Flat agreed to be purchased by the Purchaser/s and the Purchaser/s shall have no right to any space or any area or areas outside the Specified Project in which the Purchaser/s has agreed to acquire the said Flat and the same shall continue to belong to the Promoter.
 - (h) It is repeated for the sake of clarity that the right of the Promoter to revise the US Open Plot layout and redevelopment of any portion(s) of the Specified Land is neither affected nor

restricted in any manner on account of the execution of this Agreement in favour of the Purchaser/s herein and all such rights are reserved unto the Promoter without any restriction in any manner whatsoever.

- (i) Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorize the Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building Plans in respect of the Specified Project in which the Purchaser/s has/have agreed to purchase the said Flat as provided in the RERA and MOFA as the Purchaser/s is/are aware that the Promoter have balance F.S.I. and/or development rights in respect of the US Open Plot and/or the Promoter may become entitled to any additional development rights or F.S.I. in future and the Promoter intend to construct either additional floor or floors, annex structures or additional wings to the said US Open Complex interalia the Specified Project and the Purchaser/s shall have no objection or dispute regarding the same in any manner whatsoever.
- (j) The TDR and /or the Development Right Certificate (“**DRC**”) which may be at any time issued for the US Open Plot interalia the Specified Land or any part thereof or arising out of development of the US Open Plot interalia the Specified Land shall always belong to the Promoter. The Purchaser/s or the Association or the Apex Body of the Complex will not have any share, right, and title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the TDR and/or DRC of the US Open Plot interalia the Specified Land or any part thereof to any person or persons of their choice. The price or consideration received by selling, transferring or alienating such TDR, DRC shall always belong absolutely to the Promoter. The Purchaser/s or the Association will not have any share, right, title, interest or claim therein.
- (k) The Promoter shall be at liberty to sell, convey and transfer or otherwise to deal with all other flats/shops/units/premises and spaces in the said US Open Complex interalia the Specified Project or otherwise deal with its right, title and interest in the said US Open Plot interalia the Specified Land and/or in the said US Open Complex interalia the Specified Project in any manner it may deem proper. The Promoter may sell, transfer or assign all their rights, title and interest in the US Open Plot interalia the Specified Land (subject to the rights and interests created in favour of the Purchaser) including in respect of the unsold flats/shops/units/premises in the said US Open Complex interalia the Specified Project but without in any manner affecting the Purchaser’s rights.

25. MAINTENANCE OF THE SAID FLAT:

- (a) The Purchaser/s shall become a member of the Association subject to the Promoter receiving full and final Sale Consideration and all other amounts have been paid by the Purchaser/s under this Agreement. The Purchaser/s shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the said Flat, Car Parking Space, the common amenities and facilities and the Common Areas in the Specified Project/US Open Complex.
- (b) Upon completion of the Project and until the formation of the Association/Apex Body of the Complex/Apex Body of the Layout, the Promoter will either maintain the Specified Project/US Complex by themselves or hand over its management for maintenance to the Maintenance Company. At the discretion of the Promoter and as when called upon the Promoter, the Purchaser/s shall be required to execute a separate agreement (“**Maintenance Agreement**”) with the Promoter or the Maintenance Company nominated by the Promoter for providing certain maintenance services to the Specified Project/US Open Complex in which the said Flat is located. The maintenance services, maintenance charges etc. and other terms and conditions shall be incorporated, in detail, in the Maintenance Agreement (if executed). The same is unconditionally agreed to by the Purchaser/s.
- (c) For the enjoyment and maintenance of the common amenities and the Common Areas of the Specified Project/US Open Complex, the Purchaser/s shall be liable to pay per month the proportionate Maintenance Charges (including GST thereon, as applicable) of such amenities and areas as may be fixed by the Promoter and/or the Maintenance Company and/or the Association from time to time. The Maintenance Charges shall become payable from the

Possession Date. In case the Purchaser fails to pay any amount payable to the Promoter and/or the Maintenance Company and/or the Association then:

- (i) The Purchaser/s shall not be entitled to avail any maintenance services.
 - (ii) For any delayed payment, the Purchaser/s shall be liable to pay interest at the rate of 15% (fifteen percent per annum compounded at quarterly rests or such other higher amount as may be prescribed. The Promoter and/or the Maintenance Company and/or the Association shall be entitled to collect and pay such charges including GST, as applicable, on such delay payment charges.
- (d) The Promoter/Maintenance Company/the Association shall have the right to adjust the unpaid amount from the Interest Free Advance Maintenance Charges as mentioned in **Annexure "C"** (hereinafter referred to as "**Advance Maintenance Charges**"). Advance Maintenance Charges shall mean:
- (i) Interest free Advance Maintenance Charges that shall be paid by the Purchaser/s to the Promoter within the due date to be mentioned in the Possession Notice.
 - (ii) The Advance Maintenance Charges shall be used by the Promoter/Maintenance Company/Association for the maintenance and repair of Common Areas, facilities and equipment provided in the Specified Project/US Open Complex including in the common amenities. Notwithstanding the above, the Promoter reserves the right to utilize this deposit towards adjusting any unrealizable dues from the Purchaser/s.
 - (iii) The unused portion of the Advance Maintenance Charges shall be transferred to the Promoter/Maintenance Company/Association.
 - (iv) If at any time the Advance Maintenance Charges as stated in **Annexure "C"** falls below the actual expenses incurred as stated hereinabove, the Purchaser/s shall make good such shortfall immediately on demand being made by the Promoter/Maintenance Company/Association. Delay in making such payment shall attract interest as per Clause 25(c)(c)(ii). It is clarified that the Promoter shall be entitled to collect and pay such charges including GST, as applicable, on such delay payment charges.
- (e) Except in respect of the maintenance of the Club amenities, the area of the said Flat as mentioned herein shall be used for determining the proportionate distribution amongst the various purchasers of flats/premises/units in the Specified Project of any taxes, maintenance charges, expenses or deposits to be levied / incurred or to be incurred.
- (f) It is in the interest of the Purchaser/s to help the Promoter and the Maintenance Company in effectively keeping the said Flat and the Specified Project and US Open Complex secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the maintenance agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the Specified Project. However, it has been made clear to the Purchaser/s that the entire internal security of the said Flat shall be sole responsibility of the Purchasers/occupants and the Promoter or the maintenance agency shall not be responsible for any theft, loss or damage suffered by the Purchasers/occupant due to any security lapse within and in respect of the said Flat hereby agreed to be purchased by the Purchaser/s. Commencing a week after a written notice is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Flat) of all the outgoings in respect of the said Flat, including repairs to the exterior and interior of the Specified Project (but excluding the interior of the said Flat hereby agreed to be sold to the Purchaser/s), the assessments, taxes, cesses, charges, levies including GST and other amounts payable to all Government, Semi-Government, Local and Public Bodies and Authorities, water charges, insurance premia, maintenance and repairs of common lights, common passages/corridors, staircases, water pumps, and all other common areas, amenities and facilities, sanitary and water connections, salaries of clerks, bill collectors, watchmen and sweepers, and all other costs and expenses necessary and incidental to the management, maintenance, repairs and preservation of the specified Project. Until the Association is formed and registered and the Specified Project is transferred to it as aforesaid, the Purchaser/s shall pay into a bank designated by the Promoter such proportionate share of the outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Purchaser/s. The Purchaser/s further agree/s, undertake/s and covenant/s that till the Purchaser's/Purchasers' share is so determined, the Purchaser/s shall pay to the Promoter a

provisional contribution as mentioned in herein below payable in advance on at monthly/ quarterly / yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amount so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter till such time the same is transferred in favour of the Association/Apex Body of the Association/Apex Body of the Layout. The Purchaser/s agree/s, undertake/s and covenant/s to pay and discharge such provisional contribution within 7 (seven) days of intimation by the Promoter / the Maintenance Company by way of cheques and shall not withhold the same for any reason whatsoever. The provisional contribution is subject to change as per the actual expenses incurred and the Purchaser(s) not object to any such increase in the provisional contribution.

- (g) It is expressly clarified, agreed and understood between the parties hereto that the Purchaser/s and/or Association shall be liable to bear and pay to the Promoter the proportionate share of all the outgoings in respect of maintenance and upkeep of all the Common Areas and facilities including the internal roads till the completion of the development of the said US Open Complex.
- (h) **Maintenance Agency:**
- (i) The Purchaser(s) shall pay, as and when demanded, the Maintenance Charges including Maintenance Security Deposit for providing, maintaining and up-keep of the Specified Project and Common Areas and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Company appointed for this purpose, as the case may be. The appointment of the Maintenance Company will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment.
- (ii) The Purchaser(s) upon taking possession of the said Flat agree/s to enter into a Maintenance Agreement with the Promoter or Maintenance Company for the maintenance and upkeep of the Towers and the Purchaser(s) undertake/s to pay the Maintenance Charges as raised by the Promoter/Maintenance Company from the date as mentioned in Clause 12(e) and use granted by the competent authority on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Flat or whether the work is still going on in adjacent towers/buildings/projects and infrastructure facilities including Club Amenities.
- (iii) The Purchaser(s) agree/s and understand/s that the right of entrance to the said Flat shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Promoter or the Maintenance Company appointed by the Promoter from time to time.

26. NOTICES:

- (a) The Purchaser/s represent that their respective complete and correct address(es) are given in sub-clause (b) below. It shall be the Purchaser/s responsibility to inform the Promoter by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the said registered address(es) as mentioned in sub-clause (b) below shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur therefrom. Any notice, or letter of communication to be served on a Party by the other Party shall be sent by prepaid recorded delivery or registered post or by email or letter duly signed and sent by Fax at the address shown in sub-clause (b) and shall be deemed to have been served on the addressee within 4 (four) days of posting or 24 hours (twenty-four) if sent by fax or by electronic mail. It is hereby clarified that any notice sent by fax should also be sent by registered post / courier.
- (b) All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the fax number set forth below or sending by courier or by post as mentioned in sub-clause (a) above to the address set forth below in respect of each Party:

The Promoter	:	Ricardo Constructions Private Limited
Attention	:	Mr. Rajesh Baxi
Address	:	70, Nagindas Master Road, Fort Mumbai – 400 023

Email : rajesh.baxi@shapoorji.com

The Purchaser : Mr. _____

Attention : Mr. _____

Address : _____,

Fax : _____

Email : _____

27. DISPUTE RESOLUTION AND GOVERNING LAWS

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, this shall be referred to the Authority as per the provisions of the RERA, Rules and Regulations thereunder. This Agreement shall always be subject to the provisions of the RERA, the Maharashtra Rules, the MOFA and the MOFR as amended or any statutory modification from time to time.

28. TERMINATION AND CONSEQUENCES:

(a) Termination by Purchaser/s On Delay of Possession: -

Subject to what is stated under Clause 12 of this Agreement, the Purchaser/s shall be entitled to terminate this Agreement if the possession of the Flat is delayed by the Promoter beyond the Delivery Date by giving a termination notice of 15 (fifteen) days. The Promoter shall in such an event be liable to refund within 1 (one) month the entire Sale Consideration along with Interest on the amounts received from the date such amounts were received from the Purchaser/s. Provided however the Purchaser/s shall simultaneously against the receipt of the refund, execute such documents and writings as may be required by the Promoter to provide valid discharges to the Promoter. On such termination the Promoter will not be liable to refund the amounts already paid or payable till the date of termination towards all the interest paid and payable on overdues and the statutory payments.

(b) Termination by Promoter:

In the event the Purchaser/s commits a breach of any of the terms and conditions of this Agreement and pursuant to a written notice from the Promoter for rectification/remedy of the default, the Purchaser/s fail(s) to rectify such breach within a period of 15 (fifteen) days to the satisfaction of the Promoter, then in that event Promoter shall, without prejudice to all other rights and remedies as may be available to the Promoter, be at liberty to terminate this Agreement by giving termination notice in which event, the consequences set out below shall follow:

- (i) The Purchaser/s shall cease to have any right or interest in the said Flat and every part thereof and will cease to have benefits of this Agreement.
- (ii) The Promoter shall be entitled to sell the said Flat at such consideration and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit.
- (iii) The Promoter shall within 1 (one) month of the termination coming into effect, refund without interest to the Purchaser/s herein the amount paid by the Purchaser/s to the Promoter in pursuance of this Agreement after deducting therefrom the following:
 - a. 20% (twenty percent) of the Sale Consideration of the said Flat with applicable Taxes (which is to stand forfeited by and in favour of the Promoter) It is clarified GST, as applicable, on such forfeiture of instalment amount shall be borne and paid by the Purchaser/s;
 - b. the brokerage cost incurred by the Promoter for selling the said Flat to the Purchaser/s;
 - c. the amount of deficit in the resale consideration in the event of the said resale consideration being less than the Sale Consideration mentioned herein;
 - d. the amounts paid or payable till the date of termination towards interest on overdue and the statutory payments;

- e. subvention cost and interest (if the Purchaser(s) has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank;

Provided further that the taxes and outgoings, including GST, if any, already paid (including on the forfeited amount) or due and payable by the Purchaser/s in respect of the said Flat up to the date of termination of this Agreement shall be borne by the Purchaser/s and the Promoter shall not be liable to refund/reimburse the same.

- (iv) The amounts calculated by the Promoter after deducting the amounts mentioned hereinabove shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and under RERA. However, if the total amount of deductions computed as mentioned in sub-clause (b)(iii) above is not realized by the Promoter, then the Purchaser/s shall be liable to pay the same within 21 (twenty-one) days of notice of demand in writing from the Promoter. In the event of delay in making this payment to the Promoter, the Purchaser/s shall be liable to pay the said amount with Interest thereon.
- (v) The Purchaser/s hereby agree/s and undertake/s to execute a Deed, Document or writing including the Cancellation Deed and to register it at his/her/its/their cost to record cancellation of this Agreement, before the Sub- Registrar of Assurances. If the Agreement is cancelled by the Promoter as mentioned herein and the balance amount, if any, payable by the Promoter, shall be paid to the Purchaser/s only upon the cancellation of this Agreement and/or receipt of the registered Cancellation Deed, Documents, and writings as may be required by the Promoter. All stamp duty and registration fee on such Cancellation Deed ("**Cancellation Charges**") shall be borne and paid by the Purchaser/s.
- (vi) In the event of non-cooperation by the Purchaser/s in cancellation of this Agreement as aforesaid, the Promoter shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances.
- (c) If the Purchaser/s has/have taken any financial facility from any financial institution or bank, then in that event the Purchaser/s agree/s that based on the terms of such loan, the balance amount referred to in (b)(ii) less the deductions made in (b)(iii) above would be paid over to the financial institution or bank and the Promoter will be entitled to take No Objection, and release of charge on the said Flat, from such financial institution or bank directly to that effect without approaching the Purchaser/s. The Banks/Lenders to take cognizance of this clause while issuing housing loan to the Purchaser/s.

29. **OTHER TERMS:**

- (a) Entire Agreement: This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the Clauses and/or Schedules of this Agreement shall have an over-riding effect.
- (b) Relationship of Parties: The Agreement is entered amongst the Parties on principal to principal basis.
- (c) The Promoter has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter/s and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

- (d) The Purchaser/s agree(s) and acknowledge(s) that he/she/it/they has/have agreed to purchase the said Flat without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any SP Group affiliation or any monetary or financial advantage.
- (e) The Purchaser/s hereby acknowledge(s) and agree(s) that by applying for/acquiring the said Flat, the Purchaser/s acquire(s) no right, title, ownership or interest in the name brand or the marks, logos or other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used.
- (f) Joint Purchaser/s: In case there are joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
- (g) Severability: If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.
- (h) Jurisdiction: The Courts at Mumbai shall have exclusive jurisdiction.
- (i) The Purchaser/s has/have entered into this Agreement on the basis of the Carpet Area of the said Flat mentioned in this Agreement subject to the provisions of Clause 8 and other provisions herein contained.
- (j) The marketing collateral material/brochure of the Project/Layout and/or website of the Promoter and/or in any advertisement material published by the Promoter in any print or electronic media, the Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the Specified Project. The Purchaser/s is/are aware that these are conceptual representations and that there may be changes in the actual elevation or façade and/or amenities which may be provided by the Promoter to the Purchaser/s as listed in Clause 14 of this Agreement.
- (k) The Purchaser/s will not make any claim due to such brochures and/or advertisement material published by the Promoter. In case of conflict between such marketing collateral material/brochures and/or advertised material on one hand and what is stated in this Agreement on the other hand, the representations made within this Agreement alone shall prevail.
- (l) The Project reserves the right to change the name of Project in the manner it deems fit.
- (m) The Advocates and Solicitors of the Promoter shall prepare and/or approve as the case may be the Deed(s) of Conveyance/Deed(s) of Apartment and other supplemental documents to be executed in pursuance of this Agreement.
- (n) The delay or indulgence on the part of the Promoter and/or the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser/s nor shall the same in any manner prejudice any of the Promoter's and/or the Promoter' rights hereunder or otherwise under law.
- (o) The Purchaser shall pay proportionate share of property tax to the MCGM assessed on the Specified Project **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by MCGM or any other authority by reason of any permitted use other than residential or any other use of the said Flat, the Purchaser/s alone shall bear and pay such special taxes and rates.

- (p) This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous correspondence or representations between the parties, whether written oral or implied, if any, concerning the matters.
- (q) That it is agreed between the Parties that save and except in respect of the said Flat hereby agreed to be purchased by the Purchaser/s, the Purchaser/s shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect other areas in the Specified Project including the indivisible open spaces and all or any of the Common Areas and all of the common amenities and facilities meant and earmarked to cater to all purchaser/s of the residential flat/residential premises/residential units. The Purchaser/s shall not hold MCGM liable for the Specified Project or US Open Complex being deficient, if at all, in open space and on that basis, will not raise objection for neighborhood development.
- (r) If the Project or any part thereof in which the said Flat is situated gets demolished and/or gets damaged on account of any Act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war other causes beyond the control of the Promoter, such losses and damages incurred to the structure of the Project will be fully sustained by the Purchaser/s along with the other purchasers and the Promoter shall not be responsible for such loss/damage. The Purchaser/s shall have to make good the loss so sustained by them.
- (s) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said Property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of conveyance in favour of the Association to be formed by the purchasers.
- (t) If any Municipal rates, taxes, duties, levies, cesses, statutory charges, assessments etc. including GST are imposed due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be solely entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said Property, the terrace and any other open spaces in the said Property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the Association shall not raise any objection thereto.
- (u) Nothing contained in these presents is intended, nor shall be construed to be a grant, demise assignment or transfer in law of the said Flat or any part of the Specified Project or the said Specified Land to the Purchaser/s.
- (v) It is hereby made clear that the Promoter shall not be responsible for the consequences arising out of change in law or change or modification or enactment or reenactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and byelaws thereof.
- (w) The Promoter intends to install/provide certain common amenities and facilities for the Project on designated areas on the Stilt level. Since these amenities and facilities will be common to the all purchasers of all the Towers constructed in the US Open Complex, the Purchaser(s) shall jointly with the purchaser(s) of other residential flats in the said US Open Complex, have right of access to the Stilt of all the Towers.
- (x) Podium constructed by the Promoter below Tower "1", Tower "2", Tower "3", Tower "4" and Tower "5" shall be for all the purchasers of all the Towers constructed in the said US Open Complex.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

Part A

(Description of the Layout Property)

All those pieces and parcels of land bearing New CTS No.661/1/4, New CTS No.661/1/5, New CTS No.661/1/6, New CTS No.661/1/7 and New CTS No.661/1/8 aggregately admeasuring to 87,155.6 square meters or thereabouts, situate, lying and being at Village Mulund, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban, and which said Layout Property is bounded as follows:

On or towards the North:	by 13.44 meters wide D.P.Road;
On or towards the South:	by CTS Nos.726, 725, 724, 703-A/1, 703-A/2, 702, 701, 700, 676-B, 676-A, 663 and 664.
On or towards the East:	by Jata Shankar Dosa Road,
On or towards the West:	by CTS Nos.652 and 653.

Part B

(Description of the US Open Plot)

All those piece and parcel of land bearing (1) New CTS No.661/1/5 (part) admeasuring 4,278.28 square meters or thereabouts; (2) New CTS No.661/1/6 (part) admeasuring 4,970.97 square meters or thereabouts; and (3) New CTS No.661/1/7 (part) admeasuring 3,163.55 square meters or thereabouts, (collectively **"US Open Plot"**) which forms a part of a larger land and layout bearing New CTS No.661/1/4, New CTS No.661/1/5, New CTS No.661/1/6, New CTS No.661/1/7 and New CTS No.661/1/8 aggregately admeasuring to 87,1155.6 square meters or thereabouts, situate, lying and being at Village Mulund, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban, and which said Layout Property is bounded as follows:

On or towards the North:	by 13.44 meters wide D.P.Road;
On or towards the South:	by CTS Nos.726, 725, 724, 703-A/1, 703-A/2, 702, 701, 700, 676-B, 676-A, 663 and 664.
On or towards the East:	by Jata Shankar Dosa Road,
On or towards the West:	by CTS Nos.652 and 653.

Part C

(Description of the Specified Land)
(Retain what is applicable)

Project 1 (Ace and Match Point):

All those piece and parcel of land bearing (1) New CTS No.661/1/6 (part) admeasuring _____ square meters or thereabouts; and (2) New CTS No.661/1/7 (part) admeasuring _____ square meters or thereabouts, (collectively **"Project I"**) which forms a part of a larger land and layout bearing New CTS No.661/1/4, New CTS No.661/1/5, New CTS No.661/1/6, New CTS No.661/1/7 and New CTS No.661/1/8 aggregately admeasuring to 87,1155.6 square meters or thereabouts, situate, lying and being at Village Mulund, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban, and which said Layout Property is bounded as follows:

On or towards the North:	by CTS Nos.661/1/5;
On or towards the South:	by building no.6
On or towards the East:	by Jata Shankar Dosa Road,
On or towards the West:	by Nallah

Project II (Center Court):

All those piece and parcel of land bearing (1) New CTS No.661/1/6 (part) admeasuring _____ square meters or thereabouts; and (2) New CTS No.661/1/7 (part) admeasuring _____ square meters or thereabouts;

_____ square meters or thereabouts, (collectively “**Project II**”) which forms a part of a larger land and layout bearing New CTS No.661/1/4, New CTS No.661/1/5, New CTS No.661/1/6, New CTS No.661/1/7 and New CTS No.661/1/8 aggregately admeasuring to 87,1155.6 square meters or thereabouts, situate, lying and being at Village Mulund, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban, and which said Layout Property is bounded as follows:

On or towards the North: by CTS Nos.661/1/5;
On or towards the South: by Triumph and Thrill;
On or towards the East: by Grand Slam and Game Point,
On or towards the West: by Ace and Match Point.

Project III (Grand Slam and Game Point):

All those piece and parcel of land bearing (1) New CTS No.661/1/6 (part) admeasuring _____ square meters or thereabouts; and (2) New CTS No.661/1/7 (part) admeasuring _____ square meters or thereabouts, (collectively “**Project III**”) which forms a part of a larger land and layout bearing New CTS No.661/1/4, New CTS No.661/1/5, New CTS No.661/1/6, New CTS No.661/1/7 and New CTS No.661/1/8 aggregately admeasuring to 87,1155.6 square meters or thereabouts, situate, lying and being at Village Mulund, Taluka and Registration Sub-District Kurla and District and Registration District Mumbai Suburban, and which said Layout Property is bounded as follows:

On or towards the North: by CTS Nos.661/1/5;
On or towards the South: by Building no.5;
On or towards the East: by Jata Shankar Dosa Road,
On or towards the West: by Center Court.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

Flat bearing No. _____ located on the _____ habitable floor in Tower _____ in Project _____ to be constructed on the said Specified Land described in the Part C of the First Schedule above referred to, having Carpet Area of _____ square metres or thereabouts (equivalent to about _____ square feet) with attached Balcony admeasuring _____ square meters are equivalent to _____ square feet or thereabout along with the incidental right to use car parking space/s as mentioned hereunder.

Number of car parking spaces	Whether single/tandem/stack

THE THIRD SCHEDULE ABOVE REFERRED TO
(Bank Account Details and Payment Heads)

Tower	Towards	Bank Name	Account No	Payee's name	IFSC Code
ACE	Sales consideration	HDFC Bank Ltd	57500000407041	RCPL-Mulund Wing A & B Rera Account	HDFC0000060
ACE	GST	HDFC BANK	57500000407268	RCPL – GST COLLECTION ACCOUNT	HDFC0000060
MATCHPOINT	Sales consideration	HDFC Bank Ltd	57500000407041	RCPL-Mulund Wing A & B Rera Account	HDFC0000060
MATCHPOINT	GST	HDFC BANK	57500000407268	RCPL – GST COLLECTION ACCOUNT	HDFC0000060
CENTERCOURT	Sales consideration	HDFC Bank Ltd	57500000407255	RCPL-Mulund Wing C Rera Account	HDFC0000060
CENTERCOURT	GST	HDFC BANK	57500000407268	RCPL – GST COLLECTION ACCOUNT	HDFC0000060
GAMEPOINT	Sales consideration	HDFC Bank Ltd	57500000407051	RCPL-Mulund Wing D & E Rera Account	HDFC0000060
GAMEPOINT	GST	HDFC BANK	57500000407268	RCPL – GST COLLECTION ACCOUNT	HDFC0000060
GRANDSLAM	Sales consideration	HDFC Bank Ltd	57500000407051	RCPL-Mulund Wing D & E Rera Account	HDFC0000060
GRANDSLAM	GST	HDFC BANK	57500000407268	RCPL – GST COLLECTION ACCOUNT	HDFC0000060

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas, amenities and facilities)

Following are the Common Areas, facilities and amenities in the Tower to be used by the purchaser/s on a non-exclusive basis:

- 1.Lifts, lobby and landings;
- 2. Corridors;
- 3. Staircase and staircase landing;
- 4. Fire Check/Refuge Floor Levels;
- 5. Basements;
- 6. Podiums;
- 7. Stilt.

Following are the other Common Areas, facilities and amenities spread across and to be provided in the towers of US Open Complex collectively (location of each of these facilities and amenities is as per the sole discretion of the Promoter, all of which will be ready only upon completion of the US Open Complex as per the approved layout) that may be usable by the Purchaser/s on a non-exclusive basis along with other purchaser/s/allottee/s/occupant/s of the towers of US Open Complex:

- Compound and compound lighting;
- Lifts and Lift Lobbies;
- Common entrances and exits of the towers/buildings;
- Basements;
- Podiums;
- Stilt;
- Common Service Areas;
- Underground and overhead tanks (if applicable);
- Internal Roads, driveways and ramps;
- Firefighting facilities and fire escapes;
 - On the Ground floor
 - Entry feature
 - Security cabin
 - Paved Driveway
 - On the Podium floor
 - Cycling track
 - Swimming pool
 - Kids pool
 - Pool deck
 - Feature sculpture

- Outdoor gym
 - Tennis court
 - Multipurpose court comprising of progressive tennis court/half basketball court/badminton court
 - Fence feature wall
 - Kids play area
 - Senior citizen area
 - Pool side seating space
 - Hobby court
 - Viewing deck
- On the Terrace floor
 - Leisure lawn (artificial turf)
 - Walking track
 - Peripheral potted plants
 - Seating lounge
 - Senior citizen area with pergola
 - Viewing deck – wooden finish vitrified tiles
- In addition, there will be 'Club Amenities' as defined in this Agreement comprising of gymnasium, games room, massage room, steam room together with male/female changing room and toilet as mentioned in this Agreement.

SIGNED AND DELIVERED BY)
the withinnamed Promoter)
RICARDO CONSTRUCTIONS PVT. LTD.)
by the hand of its Authorized Signatory)
_____)
in the presence of)
1))
2))

SIGNED AND DELIVERED BY)
the withinnamed Purchaser/s)
Mr. _____)
_____)
in the presence of)
1))
2))

DRAFT

RECEIPT

Received, on or before the execution of this Agreement, of and from the within named Purchaser/s, the sum of Rs. _____ - (Rupees _____ **Only**) towards part of the Sale Consideration to be paid by him/her/them to us.

We Say Received:
For Ricardo Constructions Pvt. Ltd.

Mr. _____
(Authorized Signatory)

Witnessed by me:

DRAFT

ANNEXURE “A1”

Copy of plot plan

ANNEXURE “A2”

Copy of the PR Cards

ANNEXURE “A3”

Copy of Sanctioned Plan, IOD and CC

ANNEXURE “A4”

Copy of RERA Registration Certificates

ANNEXURE “A5”

Copy of Opinion on Title

ANNEXURE “A6”

Copy of Revised RERA Registration Certificate

ANNEXURE “A7”

Copy of Floor Plan

ANNEXURE “A8”

Internal and External Specifications

ANNEXURE “B”

Payment Schedule

ANNEXURE “C”

Other Charges

Dated this ____ day of ____, 20__

Ricardo Constructions Private Limited
... Promoter

AND

Mr. _____
... Purchaser/s

DRAFT

AGREEMNT FOR SALE