

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this ____ day of _____ in the Christian Year Two Thousand _____ (201__):

BETWEEN

M/S. SSSC ESCATICS PRIVATE LIMITED (Formerly known as Shree SaiSagar Consultants) a company having its office at 1t, Ramkrupa, DevjiBhimji Lane, Mathuradas Road, Kandivli (West), Mumbai- 400 067, hereinafter called “**the Promoter No.1**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

WADHWA GROUP HOLDINGS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 301, Platina, 3rd Floor, G-Block, Plot No. C-59, Bandra-Kurla Complex, Bandra (E), Mumbai 400051, hereinafter called “**the Promoter No.2** ” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

_____ both an adult, Indian Inhabitant
residing _____ at
_____ herein
after 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 individuals his/her heirs, executors, administrators and permitted assigns, of the THIRD PART:

(The Promoter No.1 and Promoter No.2 are herein after collectively referred to as the “**Promoters**”)

WHEREAS:

- A. BhartiyaVidyaBhavan (hereinafter referred to as "**the Trust**"), public trust registered under the Bombay Public Trust Act, 1950 and under the Societies Registration Act, XXI of 1860 having its registered office at MunshiSadon, KulpatiMunshiMarg, Chowpatty, Mumbai 400 007, are the owners of all that piece and parcel of freehold land or ground admeasuring 1,82,883.36 sq.mtrs., bearing C.T.S. Nos. 193, 196, 196/78 to 196/119 and 198, 811 of Village Andheri, Final Plot Nos. 58 and 59 of Town Planning Scheme-II of Andheri (West), together with structures/buildings standing thereon and situated at Munshi Nagar, Andheri (W), Mumbai 400 058 and delineated on the plan annexed hereto as **ANNEXURE "A"** and thereon shown surrounded by black colour boundary line and more particularly described in the First Schedule hereunder written (hereinafter referred to as "**the said Larger Property**");
- B. A portion of the said Larger Property admeasuring 7,500 sq. mtrs., (as per the approved plan and the actual measurement the said portion is 7220 sq.mtrs.) is fully encroached upon and is occupied by slum dwellers/occupants and is more popularly known as "Sai Nagar Slum" and which encroached portion is hereinafter referred to as "**the said Property**" and is shown delineated on the plan annexed hereto as Annexure "A" and thereon shown surrounded by red colour boundary line and more particularly described in the Second Schedule hereunder written;
- C. The said Property has been declared as "slum area" by the Deputy Collector, (ENC) vide its Notification dated 7th July, 2010 and bearing SRA / CTSO / Desk-1 / T-S1 / 3C / SaiNagar

Seva&Shivshakti / 2010 / 172. A copy of the said Notification dated 7th July, 2010 is annexed hereto as **ANNEXURE "B"**;

- D. Presently the access to the said Property is from a strip of land admeasuring 1,400 sq. mtrs., and which access is shown delineated on the plan annexed hereto as Annexure "A" and thereon shown surrounded by green colour boundary line and more particularly described in the Third Schedule hereunder written (hereinafter referred to as "**the Right of Way**");
- E. In addition to the Sai Nagar Slum there is another slum known as "Shiv Shakti Slum" located on a portion of the said Larger Property, which portion is admeasuring 4,431.20 sq.mtrs.and is fully encroached upon and which portion is shown delineated on the plan annexed hereto as Annexure "A" and more particularly described in the Fourth Schedule hereunder written (hereinafter the said Shiv Shakti Slum and the structures standing thereon are hereinafter collectively referred to as "**the Shiv Shakti Portion**");
- F. In addition to the Sai Nagar Slum and Shiv Shakti Slum, on a portion of the said Larger Property there is a another slum pocket known as "Shakti Slum" and there are five scattered structures admeasuring 250 sq. ft. equivalent to 23.22 sq. mtrs., each standing thereon and which are shown by blue colour dots on the plan annexed hereto as Annexure "A"(hereinafter the said Shakti slum and the 5 structures standing thereon are hereinafter collectively referred to as "**the encroached area**");
- G. The Trust being desirous of selling the said Property together with Right of Way, had issued a Tender Notice dated 19th January, 2009 in various newspapers, inviting tenders from prospective buyers for purchase of the said Property on the terms and conditions setout therein ("**Tender Document**"). As the Promoter No.1 fulfilled all requirements of the Tender

Documents, the Promoter No.1 were selected as the successful bidder by the Trust;

- H. Accordingly, by an unregistered Memorandum of Understanding dated 11th September, 2009 made between the Trust of the One Part and the Promoter No.1 of the Other Part, the Trust agreed to sell the said Property to the Promoter No.1 with the right of way together with a right to utilise the Floor Space Index (**"FSI"**) in respect of the said Property and the Right of Way, subject to approval of the Honorable Charity Commissioner for the consideration and on such terms and conditions more particularly contained therein;
- I. By Order dated 12th October, 2009 under Clause (a) of Sub-section (1) of Section 36 of the Bombay Public Trusts Act, 1950, the Honorable Charity Commissioner, Mumbai, sanctioned the sale of the said Property alongwith the right of way and benefit of FSI of the said Right of Way by the Trust to the Promoter No.1 on "as is where is" basis and the sale was to be completed within a period of six months from the date of the said order;
- J. By and under an Agreement for Sale dated 10th April 2010 (**"Said Agreement for Sale"**) made by and between the Trust therein referred to as the 'Vendor of the One Part and the Promoter No.1 herein, therein referred to as the 'Purchaser' of the Other Part, the Trust agreed to sell the said Property to the Promoter No.1 herein for the consideration and on the terms and conditions as setout therein;
- K. Due to certain circumstances, the Agreement for Sale could not be registered in the office of the Sub-Registrar of Assurances within time limit prescribed by the Honorable Charity Commissioner in its Order dated 12th October, 2009;
- L. Upon an application dated 17th May, 2010 made by the Promoter No.1, the Honorable Charity Commissioner by its

Order dated 24th May, 2010 granted to the Promoter No.1 an extension for completion of the transaction within eight months from the date of the order;

- M. In pursuance of the aforesaid, the said Agreement for Sale was registered with the Office of the Sub-Registrar of Assurances at Andheri on 11th June, 2010 under Serial No. 5462 of 2010;
- N. In pursuance of the said Agreement for Sale, the Trustees on behalf of the Trust executed a limited Power of Attorney dated 11th June, 2010 and registered with the office of the Sub-Registrar of Assurances under No. BDR-04/01/2010 of 2010 for appointment of JayeshTanna and HeenaTanna, partners of the partnership firm of the M/s. Shree SaiSagar Consultants as their authorised attorneys *inter-alia* to do, execute or perform all acts, deeds, matters or things necessary with respect to development of the said Property;
- O. All the occupants/slum dwellers of the said Property have formed themselves into a society known as "SainagarSevaGrihaNirmanSanstha (Proposed) having its office at D.N. Nagar, Behind Building No.2 8, Ganesh Chowk, Andheri (West), Mumbai 400 053, (hereinafter referred to as "**the Sainagar Society**") for redevelopment of the said Property in accordance with the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and Development Control Regulations No.33 (10) for Greater Mumbai and amendments made from time to time in respect thereof;
- P. All the occupants/slum dwellers of the Shiv Shakti Portion have formed themselves into a society known as "ShivshaktiGrihaNirmanSanstha (Proposed) having its office at D.N. Nagar, Behind Building No.2 8, Ganesh Chowk, Andheri (West), Mumbai 400 053, (hereinafter referred to as "**the Shiv-Shakti Society**") for redevelopment of the Shiv Shakti Portion in

accordance with the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and Development Control Regulations No.33 (10) for Greater Mumbai and amendments made from time to time in respect thereof;

- Q. The Promoter No.1 has represented that more than 70% of the slum-dwellers/occupants being the hutment dwellers occupying the said Property and members of the said Sainagar Society and occupying Shiv Shakti Portion and members of the said Shiv Shakti Society, have granted their consents and entered into individual agreements with the Promoter No.1 herein for redevelopment of the said Property under the Slum Rehabilitation Scheme sanctioned by Slum Rehabilitation Authority (SRA) in accordance with the provisions of DCR Regulation 33(10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 and authorized, empowered and permitted the Promoter No.1, to do and carryout various acts, deeds, matters and things in respect of the said Property for such redevelopment;
- R. The said Sainagar Society has in pursuance of the resolution passed at their Special General Body Meeting held on 28th April, 2009 executed an Agreement dated 6th July, 2009 with the Promoter No.1, thereby granting, entrusting and conferring unto the Promoter No.1 herein, irrevocable consent for development of the said Property in terms of Slum-Rehabilitation Scheme upon the terms and conditions contained therein;
- S. In pursuance of the aforesaid Agreement, the Sainagar Society has executed an Irrevocable Power of Attorney dated 6th July, 2009 , in favour of ShriJayeshTanna, partner of the Promoter No.1 authoring them to do all acts, deeds, matters and things for the development of the said Property in terms of the said Agreement;

- T. The Shivshakti Society has in pursuance of the resolution passed at their Special General Body Meeting held on 8th April, 2008, executed an Agreement dated 12th January, 2010 in favour of the Promoter No.1, thereby granting, entrusting and conferring unto the Promoter No.1 herein, irrevocable consent for development of the Shiv Shakti Portion in terms of Slum-Rehabilitation Scheme upon the terms and conditions contained therein;
- U. In pursuance of the aforesaid Agreement, the Shivshakti Society has executed an Irrevocable Power of Attorney dated 12th January, 2010 in favour of ShriJayeshTanna partner of the Promoter No.1 authoring them to do all acts, deeds, matters and things for the development of the said Property in terms of the said Agreement;
- V. The Promoter No.1 submitted a proposal to the Slum Rehabilitation Authority ("SRA") for the consolidated redevelopment of Sai Nagar Slum and Shivshakti Slum by relocating the slum dwellers/occupants occupying the said Shiv Shakti Portion in the rehabilitation building to be constructed for slum dwellers/occupants of the said Property so that the Shiv Shakti Portion is vacated and handed over to the Trust;
- W. The Additional Collector, M.S.D. has issued a consolidated Annexure-II dated 11th January, 2011 in respect of 236 slum dwellers;
- X. The Slum Rehabilitation Authority ("**the SRA**") has granted its approval for the redevelopment of the said Property by the Promoter No.1 and issued its Letter of Intent bearing No. SRA/ENG/2473/KW/PL/LOI dated 25th March 2011;
- Y. The SRA has sanctioned a Layout in respect of the said Property. As per the sanctioned Layout there is one Rehab Building comprising of 4 wings of stilt on ground and 15 upper

floors or such upper floor as may be sanctioned (hereinafter referred to as "**the said Rehab Building**"), a college building admeasuring 1083 sq.mtrs. (hereinafter referred to as "**the said College Building**") and one free sale building comprising of 2 wings of basement-1, basement-2, ground floor, one podium level, E- level and 15 or such upper floors as may be sanctioned (hereinafter referred to as "**the said Free Sale Building**"). The Rehab Building is to be constructed on a portion of the said Property admeasuring 2887.91q.mtrs.and which portion is shown delineated with **orange colour** on the Layout plan annexed hereto as **ANNEXURE "C"** (hereinafter referred to as "**the Rehab Portion**"). The College Building is required to be constructed on a portion of the said Property admeasuring 507 sq. mtrs., and which portion is shown delineated with purple colour on the sanctioned Layout plan annexed hereto as Annexure "C" (hereinafter referred to as "**the College Portion**") and which is required to be handed over to the Slum Rehabilitation Authority and/or as per the amended orders/permissions. The Free Sale Building is to be constructed on a portion of the said Property admeasuring 4,228.41 sq. mtrs., and which portion is shown delineated with red colour on the Layout plan annexed hereto as Annexure "C" and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as "**the Free Sale Portion**");

- Z. The Promoter No.1 has got the building plans sanctioned from the SRA and obtained the Intimation of Disapproval (I.O.D.) bearing No. SRA/ENG/2713/KW/PL/AP dated 31^t December, 2011 in respect of Free Sale Building;
- AA. The Promoter No.1 has obtained the following permissions in respect of the project:
- a. NOC of the Chief Fire Officer;
 - b. Provisional NOC from MOEF;

- c. Civil Aviation permission;
- d. Commencement Certificate in respect of Rehab Building and Free Sale Building.

BB. The Promoter No.1 has obtained a confirmation from the Trust vide their Letter dated 25th May, 2012, that the Promoter No.1 are entitled to (i) develop the said Property jointly with the Promoter No.2 herein and (ii) the Promoter No.1 and/or their nominees shall be entitled to sell, transfer, mortgage, allot and/or otherwise create third party rights in respect of the flats / premises / units / car-parking spaces etc., in the Free Sale Building. A copy of the Letter dated 25th May, 2012 is annexed hereto as **ANNEXURE "D"**;

CC. By a Joint Development Agreement dated 5th September, 2012 duly registered with the Sub-Registrar of Assurances at Andheri-3 under Serial No.BDR-9/7704 of 2012 on 7th September, 2012 (hereinafter referred to as "**the said Development Agreement**") and made between the Promoter No.1 therein referred to as the Developer of the One Part and the Promoter No.2 herein, therein referred to as the Co- Developers of the Other Part, the said Promoter No.1 has empowered, authorized, granted and conferred upon the said Promoter No.2, the development rights for construction of Free Sale Building comprising of 2 wings of Basement-1, Basement-2, ground floor, one podium, E- level and 15 or such upper floors to be constructed on a Free Sale Portion, for consideration and on terms and conditions contained therein;

DD. In pursuance of the aforesaid Development Agreement dated 5th September, 2012, the Promoter No.1 has also executed an Irrevocable Power of Attorney dated 5th September, 2012 registered with the Sub-Registrar of Assurances at Andheri-3 under Serial No.BDR9-07705 of 2012 on 7th September, 2012 in favour of the Promoter No.2 and its Directors, authorizing them

to do various acts and deeds in respect of the development of the said Free Sale Building on the said Free Sale Portion.

- EE. In terms of the said Development Agreement dated 5th September, 2012 and in lieu of the FSI retained by the Promoter No.1 thereunder, the Promoter No.1 are entitled to 43.70% of the total constructed premises in the Free Sale Building which is more particularly listed out in **ANNEXURE "E-1"** (hereinafter referred to as "**the Promoter No.1's Allocation**") and the Promoter No.2 are entitled to the balance 56.30% of the total constructed premises in the Free Sale Building which is more particularly listed out in **ANNEXURE "E-2"** (hereinafter referred to as "**the Promoter No.2 's Allocation**"). The Promoter No 1 & Promoter No.2 are entitled to independently allot, cancel allotment, re-allot, sell, transfer, lease, grant on leave and license, dispose of or otherwise deal with their respective allocation in such manner that the Promoters may deem fit and to receive and appropriate the sale proceeds thereof to themselves and indemnify each other in respect thereof and further agrees that if any disputes arises in respect of their allocation area, the respective party shall be solely responsible for the same.
- FF. By and under a Supplemental Agreement dated 16th August, 2013 registered before the Office of the Sub-Registrar of Assurances at Andheri-2 under Sr. No.BDR4-6534-2013 on 4th September, 2013 made between the Promoter No.1 herein therein referred as "the Developers" of the One Part and the Promoter No.2 herein therein referred to as the Co-Developers of the Other Part, the parties therein have earmarked and demarcated their respective allocations in total constructed area in the said Free Sale Building on the terms and conditions therein contained;

- GG. Accordingly, the Promoter No.1 has also executed an Irrevocable Power of Attorney dated 16th August, 2013 registered with the Sub-Registrar of Assurances at Andheri-2 under Serial No.BDR4-6535 of 2013 in favour of the Promoter No.2 and its Directors to facilitate Promoter No.2 to sale/mortgage their allocations of the Free Sale Portion and the Promoter No.2 has executed an Irrevocable Power of Attorney dated 16th August, 2013 registered with the Sub-Registrar of Assurances at Andheri-2 under Serial No.BDR4-6536 of 2013 in favour of the Promoter No.1 and its Directors to facilitate Promoter No.1 to sale/mortgage their allocations of the Free Sale Portion;
- HH. In the premises aforesaid, the Promoter No.2 are entitled to and enjoined upon and propose to construct one residential building consisting of basement-1, basement-2, ground floor, one podium, E- level and 15 upper floors comprising of 2 (two) wings being Wing 'A', & 'B' to be known as "THE NEST", for free sale in the open market as per the terms and conditions stipulated in revised LOI bearing No.SRA/ENG/ 2473/KW/PL/LOI dated 25th March 2011 issued by the SRA and in accordance with the building rules and regulations and bye-laws of the MCGM and in accordance with the provisions of DCR Regulation 33(10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991, and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority;
- II. The Promoters Allocation comprises of constructed Flat/Premises in the entire Free Sale Building and the car parking spaces in the basement-1, basement-2, ground floor, one podium level in the Free Sale Building and reference to the

Purchaser/s in this Agreement means purchasers of such premises from and out of Promoters. Allocation;

- JJ. The Architect, Ellora Project Consultants Pvt. Ltd. registered with the Council of Architects and Mahimtura & Co., Structural Engineer are appointed for preparing structural designs and drawings and specifications of the said Free Sale Building and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Free Sale Building unless otherwise changed;
- KK. The Purchaser/s has/have demanded from the Promoters have given inspection to their respective Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the aforesaid Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**the MOFA**”) and under Real Estate (Regulation & Authority) Act, 2016 & the rules made thereunder;
- LL. Copies of the following documents are annexed hereto as **ANNEXURES “F” to “K”** respectively :
- (i) Property Register Cards (**Annexure “F”**);
 - (ii) Letter of Intent bearing No. SRA/ENG/2473/KW/PL/LOI dated 25th March 2011 (**Annexure “G”**);
 - (iii) Intimation of approval bearing No. SRA/ENG/2713/KW/PL/AP dated 31st December, 2011 for the said Free Sale Building (**Annexure “H”**);
 - (iv) Commencement Certificate bearing No. SRA/ENG/2713/KW/ PL/AP dated 21st June, 2012 for the said Free Sale Building amended from time to time (presently amended on 17th February, 2016) (**Annexure “I”**);

- (v) Title Certificate from Advocate, Vikas Hirlekar (**Annexure “J”**); and
 - (vi) Floor Plan (**Annexure “K”**).
- MM. While sanctioning the said plans for the said Free Sale Building the SRA, local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Free Sale Portion and the said Free Sale Building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said Free Sale Building shall be granted by the concerned local authority;
- NN. The Promoter No.1 constitution has been changed from Partnership firm being Shree Sai Sagar Consultants to Private Limited Company being SSSC Escatics Private Limited.
- OO. The Promoter No.1 has availed of loan for the purpose of development of the said Property from Altico Capital India Pvt. Ltd., and land bearing CTS No. 193,196,196/78 to 196/119 and 198,811 together with all encumbrances, structures developed & constructed /to be constructed thereon or in relation thereto, all movable assets in relation thereto along with first charge on receivables forming part of Promoter No.1 Free Sale Area entitlement as per Development Agreement and Supplemental Agreement arising out of the Project and the escrow accounts established in relation thereto together with all monies lying in such escrow accounts from time to time has been given as security for the same. Further, by and under an Indenture of Mortgage dated 22nd July, 2016 registered with the Sub-Registrar of Assurances at Borivali-5 under Serial No.7387 of 2016 and made between the Promoter No.2 herein and Ors., therein referred to as the Mortgagor of the First Part and Promoter No.1 herein, therein referred to as the Confirming

Party of the Second Part and Yes Bank Ltd., therein referred to as the Mortgagee of the Third Part, the Mortgagor has availed of credit facilities/finance from the Mortgagee against security of Receivable of sold units and unsold units forming part of Promoter No.2 being Free Sale Area entitlement as per Development Agreement and Supplemental Agreement by creating a mortgage thereon on terms and conditions contained therein.No.2

PP. By a Deed of Re-conveyance dated 2nd November, 2018 executed by and between Catalyst Trusteeship Limited (the trustee of Yes Bank Ltd.), therein referred to as the Security Trustee and Promoter No.2 herein, therein referred to as Mortgagor No.1, registered with the office of the Sub-Registrar at Borivali-4 bearing No.BRL4-16318-2018, the Security Trustee have reassigned, retransferred, reassured and released the Property setout in the Indenture of Mortgage dated 22nd July, 2016.

QQ. By and under Indenture of Mortgage dated 30thAugust, 2018 registered with the office of the Sub-Registrar of Assurances at BDR9-9589-2018 on 30thAugust, 2018 executed between the Promoter No.2 herein, therein referred to as the Mortgagor and ECL Finance Ltd. therein referred to as the Mortgagee, the Mortgagor has availed of credit facilities/finance from the Mortgagee against security of Receivable of sold units and unsold units forming part of Promoter No.2 being Free Sale Area entitlement as per Development Agreement and Supplemental Agreement by creating a mortgage thereon on terms and conditions contained therein.

RR. The Purchaser/s being fully satisfied in respect of the title of the PromotersNo.1/2 to the said Free Sale Portion and the right of the Promoter No.1/2 to develop the said Free Sale Building has/have approached the Promoter No.1/2 and applied for

purchase of **Flat**No._____ on the _____ floor in **Wing** “_____”admeasuring _____ Sq. meters (i.e. _____ Sq.ft Carpet Area) as per Real Estate (Regulation and Development) Act 2016 (“RERA”) _____ sq. mtrs.(Carpet area) of the said Free Sale Building to be known as “**THE NEST**”, to be constructed on the said Free Sale Portion (hereinafter referred to as “**the said Premises**”) at the price and on the terms and conditions hereinafter appearing;

- SS. The Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said Development Agreements, plans, documents, orders, layout scheme/project including the rights and entitlements available to and reserved by the Promoter No.2 contained in these presents;
- TT. The Promotershereby record, declare and confirm that the said Premises form a part of the Promoter No.1/2 Allocation as envisaged in the said Development Agreement and Supplemental Agreement;
- UU. In the event, the Purchaser being a Non Resident Indian (N.R.I.) intending to book and acquire a residential premises/units from the Promoter No.1/2, then it shall be the sole responsibility of the Purchaser to procure the necessary/statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a residential premises/units. The Promoter No.1/2 shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective purchaser.
- VV. The Promoters has also registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under registration No. P51800008831 i.e. A Wing.

- WW. The Purchaser(s) of Promoter No. 2 shall make payment towards the booking and the Consideration amount(s) into the Account, bearing No. 57500000238857 with HDFC Bank, Mumbai and The Purchaser(s) of Promoter No. 1 shall make payment towards the booking and the Consideration amount(s) into the Account, bearing No. 57500000057112 with HDFC Bank, Mumbai.
- XX. In accordance with the Real Estate Regulation & Development Act, 2016, 70% (seventy percent) amount realized from the Purchaser(s) shall be deposited in separate account and it shall be utilized towards the cost of construction and cost of Land as provided under RERA. The Promoter No.1 has opened such separate account which is bearing No. 57500000057125 of the HDFC Bank and The Promoter No.2 has opened such separate account which is bearing No. 57500000238962 of the HDFC Bank. The Promoters will be entitled for withdrawal of amounts from their respective accounts as provided under RERA.
- YY. Under Section 13 of The Real Estate (Regulation and Development) Act 2016 and Section 4 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (as applicable), the Parties are required to execute a written Agreement for Sale of the said Flat with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908.
- ZZ. Relying upon the said applications, declaration and agreement herein contain, the Promoter No.1/2 have agreed to sell to the Purchaser/s the said premises at the price and on the terms and conditions hereinafter appearing.

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

1. It is recorded that the recitals contained herein form an integral part of these presents.
2. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
3. The Promoter No.2 are constructing Free Sale Building consisting of basement-1, basement-2, ground floor, one podium, E- level and 15 or such upper floors comprising of 2 (two) wings being Wing 'A', & 'B', to be known as "THE NEST" (hereinafter referred to as "**the Free Sale Building**") on all the piece and parcel of land bearing City Survey Nos. 196 (pt.) and corresponding Final Plot Nos. 58 and 59 of Town planning Scheme II admeasuring 4,228.41 sq.mtrs. or thereabouts situate, lying, and being at Village Andheri, Munshi Nagar, Andheri (West), Mumbai and which portion is shown delineated with red colour on the Layout plan annexed hereto as Annexure "C" and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as "**the said Free Sale Portion**") in accordance with the plans, specifications and designs that have been and from time to time may be sanctioned by the Slum Rehabilitation Authority, MCGM and other local authorities which have been seen and approved by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authorities or Government to be made in them or any of them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of SRA, MCGM and MMRDA provided that the location/position and the area of the said Flat /Premises as defined hereunder agreed to be purchased by the Purchaser/s shall remain unchanged. The purchaser hereby undertakes that

he shall agree to minor variations & modifications as mentioned above & shall not raise any objection to the same.

4. The Purchaser/s hereby agree/s to purchase from the Promoter No.1/2 and the Promoter No.1/2 hereby agrees to sell to the Purchaser/s a **Flat** No. _____ on the _____ floor in **Wing“A”** having total carpet area admeasuring _____ Sq. meters (i.e. _____ Sq.ft Carpet Area) as per RERA _____ sq. mtrs.(Carpet area) as shown bounded by red colour boundary line on the typical floor plan thereof hereto annexed and marked as Annexure “K”and more particularly described in the **Sixth Schedule** hereunder written(hereinafter referred to as "**the said Premises**") alongwith the amenities provided in the said Premises as per the details annexed as **Annexure“L”**heretofrom and out of the Promoter No. No. 1/2 Allocation in the building to be known as “THE NEST”at and for the lumpsum price of **Rs._____/- (Rupees _____ Only)** (hereinafter referred to as the “**Sale Consideration**”).The Sale Consideration agreed to be paid under this Agreement is only for the carpet area of the Premises.The nature, extent and description of the common areas and facilities are more particularly described in Seventh Schedule hereunder written.

EBVT area (Exclusive balcony/verandah/open terrace area) shall mean the floor area of the balcony/verandah/open terrace area as the case may be, which is appurtenant to the net usable floor area of the unit meant for the exclusive use of the purchaser. The EBVT area shall be subject to tolerance of +/- 3% on account of structural, design and construction variations.

The Promoter No.1/2 shall confirm the final carpet area mentioned hereinabove after the construction of the said Building is completed and the Occupation Certificate is granted by the MCGM by furnishing details of the changes, if any, in the

carpet area, subject to a variation cap of 3%. The total Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter No.1/2. If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter No.1/2 shall refund the excess money paid by the Purchaser/s within 45 (forty-five) days with annual interest being Interest Rate (defined below), from the date when such an excess amount was paid by the Purchaser/s (need clarification on this). If there is any increase in the carpet area allotted to the Purchaser/s, the Promoter No.1/2 shall demand additional amount from the Purchaser/s towards the Consideration, which shall be payable by the Purchaser prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter No.1/2 /Purchaser/s, as the case may be, under this Clause, shall be made at the same Interest Rate (defined below).

5. The Purchaser/s hereby agrees to pay to the Promoter No.1/2 the total lumpsum consideration of **Rs. _____/- (Rupees _____ Only)** in the following manner :-

- a. Rs. _____/- (Rupees _____ only) equivalent to ____% to be paid on or before execution of these presents (receipt whereof the Promoter No.1/2 hereby admit and acknowledge);
- b. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the Completion Of Pilling Work of the said Free Sale Building;
- c. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the Completion Of Plinth of the said Free Sale Building;

- d. Rs. _____/- (Rupees _____ Only) equivalent to ____ % to be paid within 7 days of completion of the 1st & 2nd floor of the said Free Sale Building;
- e. Rs. _____/- (Rupees _____ Only) equivalent to ____ % to be paid within 7 days of completion of the 3rd & 4th slab of the said Free Sale Building;
- f. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the 5th & 6th floor of the said Free Sale Building;
- g. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the 7th & 8th floor of the said Free Sale Building;
- h. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the 9th & 10th floor of the said Free Sale Building;
- i. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the 11th & 12th floor of the said Free Sale Building;
- j. Rs. _____/- (Rupees Twenty Five Lakhs Twenty Thousand Only) equivalent to ____% to be paid within 7 days of completion of the 13th & 14th floor of the said Free Sale Building;
- k. Rs. _____/- (Rupees _____ Only) equivalent to ____% to be paid within 7 days of completion of the 15th floor of the said Free Sale Building;

I. Rs. _____/- (Rupees _____
Only) being the balance amount ____% to be paid at the
time of possession of the said Premises.

In addition to the said consideration, the Purchaser/s shall also be liable to bear and pay Goods and Services Tax(GST)/ VAT/Service Tax or any other taxes as applicable in addition to the aforesaid installment. It has been agreed between the parties hereto that the entire consideration as mentioned in the aforesaid clauses hereinabove shall be paid in the Account intimated by Promoter No.1/2. Time as to payment of each of the installments shall be of the essence and the Purchaser/s shall be liable to pay interest which shall be the prevailing rate of State Bank of India highest marginal cost of lending rate plus 2% thereon p.a. on all delayed payments from the due date till the date of payment thereof.

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 No.1/2 undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, costs, or levies imposed by the competent authorities etc. the Promoter No.1/2 shall enclose the said notification/order/rules/ regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser.

The Promoter No.1/2 may allow, in its sole discretion, a rebate for early payments of any installments payable by the Purchaser/s by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not

be subject to any revision/ withdrawal, once agreed in writing by the parties herein.

It is further agreed that for the amount which becomes due and payable by Purchaser/s on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Purchaser/s, the amount shall become payable by the Purchaser/s on the date on which such milestone is actually achieved. The Promoter No.2 shall be entitled to construct the said Building faster and complete it earlier than what is disclosed as the proposed schedule of progress.

The Purchaser/s declares and confirms that all the payments under this Agreement made by Purchaser/s shall always be from the bank account of the Purchaser /Joint Purchaser/s only. In the event of any payment being made by the Purchaser/s, from any other persons account (excluding Joint Purchaser/s) then the same shall be deemed to have been made by such other person at the request and behest of the Purchaser/s/Joint Purchaser/s. It is agreed between the parties hereto that any payment made by any person other than the Purchaser/s will not create any right, title or interest in the said Premises in favour of such other person.

The Promoter No.1/2 herein has specifically informed the Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Purchaser/s to the Promoter No.1/2, the Purchaser/s shall be liable to provide the source of the amount paid by the Purchaser/s to the satisfaction of such authorities or an agency. The Purchaser/s hereby indemnifies the Promoter No.1/2 and continue to keep the Promoter No.1/2 indemnified against all the expenses, charges and payments arising out of

failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Purchaser/s either from his own account or made through third party.

In the event the Purchaser/s is not able to satisfy the statutory Authorities about the source of the payment made to the Promoter No.1/2 then, the Promoter No.1/2 shall be entitled to withhold the possession of the said Premises or exercise the option to terminate the Agreement for Sale.

In the event of the termination of this Agreement at the option of the Promoter No.1/2 for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Purchaser/s or Statutory Authority by the Promoter No.1/2 subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

It is expressly agreed that upon such termination by the Promoter No.1/2, the Purchaser/s shall have no right, title, interest, demand, claim or lien over the said Premises and the Car Park(s) in any manner whatsoever.

6. The Purchaser/s are aware that as per present statute, Goods and Service Tax (GST and/or all other applicable taxes are leviable/applicable on the Sale Consideration and/or any other amounts payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoter No.1/2 in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The

Purchasers hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of GST by the Purchaser/s to the Promoter No.1/2, the Purchaser/s shall be liable to pay an interest which shall be the prevailing rate of State Bank of India highest marginal cost of lending rate plus 2% thereon p.a. (hereinafter referred to as the “**Interest Rate**”) on all delayed payments from the due date till the date of payment thereof. The Promoter No.1/2 shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST and/or any other taxes alongwith interest applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter No.1/2 hereunder if such payment is not accompanied with the applicable GST and other applicable taxes. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter No.1/2 in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter No.1/2 and its successors-in-title and assigns in respect thereof.

7. (i) As an amenity provided alongwith the said Premises the Promoter No.1/2 have reserved for the exclusive use of the Purchaser/s () parking spaces/slots in the car park areas in the layout of the project (hereinafter referred to as “**Said Car Parking/s**”). The Purchaser/s will be bound to abide with the rules and regulations as may

be framed in regard to the said Car Parking/s by the Promoter No.1/2 and/or the new society / association to be formed by them and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the new society / association to be formed by them. The Promoter No.1/2 have informed the Purchaser/s and the Purchaser/s agree and accept that the location of the said Car Parking/s shall be informed in writing by the Promoter No.1/2 at the time of handing over the said Premises. It is agreed between the parties that on the date on which Possession of the said Premises is being handed over to the Purchaser, the Car Park/s may not be ready or fit for use. The Purchaser shall not raise any objection or refuse to take possession of the said Premises due to non-availability of Car Park/s.

- (ii) Though the said Car Parking/s shall be owned by the new society / association, it is the necessity and requirement of the purchasers that various parking spaces be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoter No.1/2 are keeping a register / record of such designations/selections of parkings to be done by the purchasers from the new society / association to be formed by them. The Promoter No.1/2 have not taken any consideration for such selection. The Purchaser/s herein agrees and confirms that he/she/they shall not raise any objection to the designations / selections of parking's done / to be done by the Promoter No.1/2 for other purchasers in the Free Sale Building and accepts the designation of the said Car Parking/s.

8. Without prejudice to the right of the Promoter No.1/2 to charge interest at the Interest Rate mentioned hereinabove and any other rights and remedies available to the Promoter No.1/2, either (a) on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter No.1/2 under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser/s committing three defaults of payment of installments of the Consideration, the Promoter No.1/2 shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided that, the Promoter No.1/2 shall give notice of 15 (fifteen) days in writing to the Purchaser/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter No.1/2 within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter No.1/2 shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser ("**Promoter No.1/2 TerminationNotice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On the receipt of the Promoter No.1/2 Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled.

Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of the Promoter No.1/2 in law and under this Agreement, the rights (if any) of the Purchaser under this Agreement and/or in respect of the said

Premises shall stand automatically and immediately extinguished and terminated without any further act, deed, matter or thing or execution of any document. Further, the Promoter No.1/2 shall be entitled to: (i) deal with, resell and/or dispose of the said Premises and the Car Parks in the manner as the Promoter No.1/2 may deem fit and proper, without any consent, reference or recourse to the Purchaser; (ii) the Promoter No.1/2 shall be entitled to forfeit 10% (a)from/of the total consideration as pre-estimated liquidated damages to be paid by the Purchaser to the Promoter No.1/2 along with applicable taxes thereon and further shall adjust (a)GST, Service tax, VAT, brokerage and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement, (b) any other amount and/or interest payable by the Purchaser to the Promoter No.1/2 in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid; (c) the actual loss incurred by the Promoter No.1/2 on the resale and/or disposal off the said Premises to a third party purchaser and (d) PRE-EMI interest to the financial institution (if any) paid by the Promoter No.1/2 on behalf of the Purchaser/s and thereupon to refund to the Purchaser the balance amount (if any) which till the date of termination has been paid by the Purchaser to the Promoter No.1/2 . The Purchaser has understood the same and agreed that he shall raise no objection or claim to the same in any manner whatsoever. The Promoter No.1/2 shall, after deduction of the aforesaid amount, refund the balance amount of the Consideration to the Purchaser, however, subject to the execution of the necessary deeds, document and writings, if any required by the Promoter No.1/2 from the Purchaser in respect of such cancellation. Upon the termination of this Agreement, the Purchaser/s shall have no claim of any nature whatsoever on the Promoter No.1/2 and/or the said Premises and/or car park and the Promoter No.1/2 shall be

entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper.

9. **Formation of the Society:**

- (a) Upon 51% of the total number of units/premises of each of the wings being booked by the purchasers, Promoter No.2 shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser/s and other purchasers of units/premises in the respective wings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (b) The Purchaser/s shall, along with other purchasers of premises/units of the respective wings join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules in respect of the Real Estate Project in which the purchasers of the flats in the Real Estate Project alone shall be joined as members ("**the Society**").
- (c) For this purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including bye-laws of the Society and shall duly fill in, sign and return to the Promoter No.2 within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Promoter No.2 to register the Society. No objection shall be taken by the Purchaser/s if any

changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- (d) The name of the Society shall be solely decided by the Promoter No.2 and cannot be changed or altered in future.
- (e) The Society shall admit all purchasers of flats in the respective wings as members, in accordance with its bye-laws.
- (f) The flat/premises owners of the Rehab Building shall form a separate and shall not become members of the Society and shall form a separate society of the flat/premises owners of the Rehab Building;
- (g) The Promoter No.2 shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats in the Real Estate Project, if any.
- (h) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (i) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter No.2 for preparing, drafting and approving all

such documents, shall be borne and paid by the Society and their respective members/intended members including the Purchaser/s, as the case may be, and the Promoter No.2 shall not be liable toward the same.

10. **Conveyance of the structure to the Society:**

- a. The Promoters shall execute and register conveyance of the structure of the Real Estate Project as per the understanding between the Promoters set out in Development Agreement.
- b. Within 3 months from the date of issuance of the Full Occupation Certificate of the said Real Estate Project, the said Building along with its respective common areas, facilities and amenities shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter No. 2 and shall not be conveyed to the Society ("**Structure Conveyance**"). The Society shall be required to join in execution and registration of the Structure Conveyance. The costs, expenses, charges, levies and taxes on the Structure Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Structure Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter No.1/2 shall not be responsible for the same.

11. **Conveyance of the said Free Sale Portion to the Society:**

- a. Within a period of 3 (three) months of registration of the Society, the Promoters and the Society shall execute and register an Indenture of Conveyance (as per the

understanding between the Promoters under the Development Agreement)whereby the Promoters shall convey all its right, title and interest in the said Free Sale Portion and in all areas, spaces, common areas, facilities and amenities in the said Free Sale Portion that are not already conveyed to the Society in favour of the Society ("**Society Conveyance**").

- b. The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the said Free Sale Portion including any common areas facilities and amenities and the Promoters shall not be responsible for the same.
- c. The Purchaser/s shall pay to the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoters in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society, and, the cost of preparing and engrossing the Society Conveyance and other deeds, documents and writings.
- d. The Society shall function as per the rules and regulations framed by the Promoters. The Purchaser shall observe and perform all the rules, regulations and bye-laws of the Society, as may be amended and altered from time to time and shall perform and observe the rules and regulations for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the

terms and stipulations laid down by the Society regarding occupation and use of the said Premises and shall pay outgoings in accordance with the terms of this Agreement and such rules, bye-laws and regulations.

- e. It is expressly clarified, agreed and understood that the common amenities as mentioned in **Annexure “L”** hereto, which shall be provided by the Promoters on the said Free Sale Portion, including the swimming pool and gym shall remain the exclusive, sole and absolute property of the Promoters till the execution of the Society Conveyance.
- f. It is agreed that in the event that the Society has been formed but there is/are premises/s in the said Building that are not sold by the Promoters, the Promoters shall not be liable to pay maintenance charges, or any other charges/expenses of any nature whatsoever for the unsold premises till such time that the sale of such unsold premises to the end user.
- g. It is clarified that the Society shall not deal with any matters relating to the development of the said Free Sale Portion or any part thereof or the transfer or the sale or utilisation of any permissible FSI/TDR in accordance with the scheme of development. The Society shall strictly function within the framework of its constitution as framed by the Promoters. All the development potential of the said Free Sale Portion including in the form of the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter No. 1 and the Promoter No. 1 shall always be entitled to utilize and exploit the same on the said Free Sale Portion and/or additional land acquired (if any) or any part thereof and/or upon the building constructed thereupon in such manner as it deems fit as per the understanding between the Promoters as per the Development Agreement.

- h. The rights retained by the Promoter No. 1 under this Agreement in terms of exploitation of the present and future development rights with respect to the said Free Sale Portion shall continue even after the execution of the Conveyance Deed in favour of the Society as per the understanding between the Promoters in the Development Agreement and the same shall be reserved therein in terms of covenants and undertakings of the Society to the Promoters.
12. The Promoter No. 1/2 hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority occupation certificate in respect of the said Premises. Thereafter the same shall be complied and performed by the Purchaser/s.
13. The Promote No. 1/2 shall endeavor to give possession of the said Premises to the Purchaser/s on or before 31st March 2020 and upon receipt of the entire consideration or such extended timelines as permitted by RERA. The Promoter No.1/2 shall be entitled for reasonable extension of time for handing over the possession of the said Premises in respective of which the purchasers shall have no objection as stated above if the completion of the said Free Sale Building in which the said Premises is situated is delayed on account of non-availability of steel, cement and other building material and grant of electric and water connections or supply and other building material and also on account of any war, civil commotion, riots or act of God such as earthquake, flood or other natural calamities and also on account of the Government restrictions and/or enemy action,

war, strike, terrorist attacks or any notice, order, rule, notification of the government and/or other public or competent authority.

Procedure for taking possession:-

- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Purchaser/s of the requisite installments of the Consideration and all other amounts due and payable in terms of this Agreement, the Promoter No. 1/2 shall offer possession of the said Premises to the Purchaser/s in writing ("**Possession Notice**"). The Purchaser/s agrees to pay the maintenance charges as determined by the Promoter No. 1/2 or the Society, as the case may be. The Promoter No. 1/2 on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- (ii) The Purchaser/s shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter No. 1/2, the Purchaser/s shall take possession of the said Premises from the Promoter No. 1/2 by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter No. 1/2 and the Promoter No. 1/2 shall give possession of the said Premises to the Purchaser/s. Irrespective of whether the Purchaser/s takes or fails to take possession of the said Premises within the time provided hereinabove, such Purchaser/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter No. 1/2 .

- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the conveyance being executed and registered with the Society, the Purchaser/s shall pay to the Promoter No. 1/2 such proportionate share of outgoings as may be determined by the Promoter No. 1/2 at its sole discretion. The Purchaser/s further agrees that till the Purchaser/s' share is so determined by the Promoter No. 1/2, the Purchaser/s shall pay to the provisional monthly contribution towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter No. 1/2 shall not carry any interest and shall remain with the Promoter No. 1/2 until the conveyance is duly executed and registered. On execution of the conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter No. 1/2 to the Society.
- (v) The Purchaser/s shall deposit a sum more particularly described in Third Schedule ("**Fitout Deposit**") towards the interest free deposit for carrying out interior work in the said Premises. The said Fitout Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoter No. 1/2's

approval by the Purchaser/s. The said Fitout Deposit shall be refunded by the Promoter No. 1/2 after execution of the Society Conveyance.

14. Provided that if within a period of 5 (Five) year from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter No. 1/2 any defect in the said Premises or the said Free Sale Building in which the said Premises is situated or the material used therein or any unauthorized change in the construction of the said Free Sale Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter No. 1/2 at the Promoter No. 1/2' own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter No. 1/2 reasonable compensation for rectifying such defect or change, based on the estimated cost of rectifying such defects as determined by the project architect of the company. However, if the Purchaser/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises and/or the said Free Sale Building, the liability of the Promoter No. 1/2 shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.
15. The Purchaser agree/s and acknowledge/s that the Promoter No.2 is/are providing equipment/systems/appliances as mentioned in the list of amenities. The Purchaser/s is aware that the Promoter No.2 is/are not the manufacturer of these systems of equipment/systems/ appliances. The Promoter No.2 does not warrant or guarantee the use,performance or otherwise of these equipment/systems/ appliances. The Parties hereto agree that the Promoter No.2 is not and not or liable in connection with any

the performance/non-performance or otherwise of these systems/ appliances.

16. It is clarified that in the event the said Premises is ready to be handed over for possession, the Promoter No.2 shall not be obliged to hand over the amenities and facilities in the project fully completed and the same shall be completed by the Promoter No.2 at the time of completion of the entire development on the said Property. The Purchaser has agreed not to raise any objection in this regard, whatsoever.
17. If the Promoter No.2 construct a club house on the said Property then club house and all its facilities and appurtenances thereto shall be transferred, conveyed, assigned or allotted to the Society. The Purchaser/s shall be admitted to membership of the club having to pay any entrance fee/membership premium and the security deposit and agreeing to pay annual fees/ maintenance charges as may be prescribed from time to time and undertaking to abide by the rules and regulations of the club for becoming club members. The club house shall be used only by the family members of the Purchaser/s.
18. It is hereby expressly clarified, agreed and understood between the parties hereto that:-
 - (a) The Promoters hereby declare that they are entitled to use the available FSI in respect of the said Free Sale Building on the said Free Sale Portion and that no part of the FSI relating to the said Free Sale Portion has been utilized by the Promoters elsewhere for any purpose whatsoever;
 - (b) The entire unconsumed and residual F.S.I., if any in respect of the said Free Sale Building to be constructed on the said Free Sale Portion, and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever

including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available till execution of the vesting document in respect of the said free sale plot as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoter No.1, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (c) The Promoter No. 1 shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter No. 1 may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. TDR FSI, if any generated in respect of the project to be utilized outside the said Property shall exclusively belong to the Promoter No. 1.
- (d) The Free Sale Building and Rehab Building shall have a common access and/or entrance gate, as shown delineated with Pink colour boundary line on Layout plan annexed hereto as Annexure "C";
- (e) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said Free Sale Building. The Purchaser/s will not have any right

to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

- (f) All such new and additional tenements, flats, units, premises and structures shall absolutely and exclusively belong to the Promoter No. 1 as per the understanding between the Promoters in the Development Agreement and neither the Purchaser/s herein, nor the Society shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter No. 1 shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Purchaser/s nor the Society shall raise any dispute or objection thereto and the Purchaser/s hereby grants his/her/their irrevocable consent to the same;
- (g) The Society shall admit as its members all purchaser/s of such new and additional flats/units/premises/ tenements whenever constructed on the said Free Sale Building;
- (h) The Purchaser/s shall not at any time hereafter raise any objection of dispute on any ground whatsoever to the provisions of this clause 15 or to the Promotersexercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promotersdue to the same on any ground whatsoever;

- (i) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.
19. After the possession of the said Premises is handed over to the Purchaser/s, the Purchaser/s shall not be permitted to carry out any additions or alteration in the said Premises or the building and the Promoter No. 1/2 shall not be responsible, if additions and alteration are done in the said Premises or Free Sale Building by the Purchaser/s or occupier, in violation of the building regulations.
20. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted.
21. Unless it is otherwise agreed to by and between the parties hereto, the Promoter No. 2 shall after completion of the entire development of the said free sale portion and utilization of the entire permissible and available FSI including FSI by way of TDR as per the Development Agreement, on the said free sale portion and after registration of the Society cause the Trust to execute and register the Transfer Deed of the said Free Sale Portion and the said Free Sale Building in favour of the Society with the right to re-construct/repair the Free Sale Building in the event of the same being destroyed or damaged or rendered unusable.
22. Commencing a week after notice in writing is given by the Promoter No. 1/2 to the Purchaser/s that the said Premises 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 usable area of the said Premises) of outgoings in respect of the said Free Sale Portion and the said Free Sale Building namely local taxes, CAM charges, property taxes, betterment charges or

such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Free Sale Portion and the said Free Sale Building. Until the Society is formed and the said Free Sale Portion and the said Free Sale Building is conveyed to it, the Purchaser/s shall pay to the Promoter No. 1/2 such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said Premises, the Purchaser/s shall pay to the Promoter No. 1/2 the adhoc maintenance in respect of the said Premises. The amounts so paid by the Purchaser/s to the Promoter No. 1/2 shall be non-refundable and shall not carry any interest and utilized by Promoter No. 1/2 for payments, taxes, outgoings.

23. The Purchaser/s hereby agree/s that in the event if any amount by way of development and/or betterment charges, premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other tax or statutory dues or repayment of a similar nature becoming payable by the Promoter No. 1/2 the same shall be reimbursed by the Purchaser/s to the Promoter No. 1/2 in proportion of the area of the said Premises agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Promoter No. 1/2 shall be conclusive and binding upon the Purchaser/s.
24. The Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoter No. 1/2 the following amounts:-
 - (i) Rs._____/ - for legal charges towards deposit for water meter and electric meter and costs of electric sub-station and cables.

- (ii) Rs. _____/- for share money and entrance fees.
 - (iii) Rs.-_____/- for formation and registration of the said Society.
 - (iv) Rs. _____/- (Rupees _____ Only) towards ___ months advance monthly outgoings fixed for proportionate share of taxes and other outgoings.
 - (v) Rs._____/-towards proportionate share of development charges.
 - (vi) Rs._____/- towards Club membership.
 - (vii) Rs._____/- by way of contribution towards corpus fund of the said Society or a new society of the purchasers of the said Free Sale Building to be formed;
 - (viii) Rs._____/- by way of interest free security deposit at the time of possession being handed over for fitouts or actual possession whichever is earlier and the same shall be refunded after receipt of Occupation Certificate in respect of the said Building;
 - (ix) Balance of Service Tax/VAT/GST alongwith interest, if any, as per Clause 5 and 6 of this Agreement.
25. (a) The Promoter No.1 and the Promoter No.2 shall maintain a separate account respectively in respect of sums received by the Promoter No. 1/2 from the Purchaser/s as specified in Clause 24 above without having to render any account of whatsoever nature either to the Purchaser/s or the said Society to utilise the sum specified in Clause 24(i) paid by the Purchaser/s to the PromotersNo. 1/2 for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/Advocates of the Promoter No. 1/2 and the cost of

preparing and engrossing the vesting document and also utilize sums specified in Clause 24(iii) for the purposes mentioned therein;

- (b) The amount setout in Clause 24(ii) to (viii) after deduction therefrom of all arrears of taxes, maintenance charges and expenses incurred till then, will be transferred by the Promoter No. 1 and Promoter No. 2 respectively to the Society as and when formed, upon completion of the development of the said property and the Promoter No. 1/2 shall not be liable to maintain and/or render individual accounts to the Purchaser/s and shall give a consolidated account of all the sums as aforesaid to the Society;

Time as to payment being essence of this Agreement.

- 26. It is further agreed between the Promoter No.1/2 and the Purchaser/s that the Purchaser/s shall reimburse to the Promoter No. 1/2 all the IOA deposits and other refundable deposits paid by Promoter No. 1/2 but not covered by Clause 24. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MCGM, Government and/or any other Public Authority in respect of the said Free Sale Portion and/or the said Free Sale Building standing thereon, the same relating to the period after the Purchaser/s is/are put in possession of the said Premises shall be borne and paid by the Purchaser/s in proportion to the usable area occupied by it.
- 27. The Purchaser/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to SRA or MCGM or Metropolitan Commissioner or any other authority for conveyance of the said Free Sale Portion in

favour of the said Society and/or for execution of this Agreement is the responsibility of the Purchaser/s.

28. The Purchaser/s has:

- (i) taken inspection of all relevant documents and has satisfied himself / herself / themselves fully in respect of the Promoters'title to develop the Free Sale Portion more particularly described in the Fifth Schedule and the said Premises as more particularly described in the Sixth Schedule hereunder written prior to the execution of this Agreement and the Purchaser/s doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and
- (ii) read and understood and is fully aware of the terms and conditions of the Letter of Intent, Intimation of Approval, Commencement Certificate and all the plans, designs and specifications prepared by the Promoters' Architects and the Promoters'rights, liabilities and responsibilities thereunder and in respect of the said Free Sale Portion and the said Free Sale Building and has no objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s relying on the assurance and declaration of the Purchaser/s that he / she / they has/have no objection to the same.

29. The Purchaser/s for himself / herself / themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoter No.1/2 as follows:-

- a. To maintain at the Purchaser's own cost in good tenantable repair and condition from the date of possession of the said

Premises is taken and shall not do or suffer to be done anything in or to the said Free Sale Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;

- b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Free Sale Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Free Sale Building including entrances of the said Free Sale Building and in case any damage is caused to the said Free Sale Building and/or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to carry out the repair at the Purchaser/s' cost;
- c. To carry at his / her / their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter No. 1/2 to the Purchaser/s and shall not do or suffer to be done anything in the said Premises or to the said Free Sale Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

- d. Not do or suffer to be done anything in the said Premises or to the said Free Sale Building or the said Premises which is in contravention of Clauses 16 and 17 hereinabove. And in the event of the Purchaser/s committing any act in contravention of the said Clauses 16 and 17 above the Purchaser/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser's cost;
- e. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Free Sale Building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Premises without the prior written permission of the Promoter No. 1/ 2 and/or the said Society and in the event of such damage the Purchaser shall indemnify the Promoter No. 1/2 and/or the Society for the same;
- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Free Sale Portion and the said Free Sale Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Free Sale Portion and the said Free Sale Building;

- h. Not to shift windows of the said Premises and/or carry out any changes in the said Premises so as to increase the area of the said Premises and/or put any grill which would affect the elevation of the building and/or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoter No. 1/2 . In the event if the Purchaser/s fail to remove the same within the period of 24 hours, then the PromoterNo. 1/2 shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Purchaser/s hereby agree/s, undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoter No. 1/2 ;
- i. Not to affix/install any sign, name or display boards or any hoardings or neon lights in or around the said Free Sale Building;
- j. The Purchaser/s shall not dry clothes in any area visible on the outside, else the Purchaser/s shall be liable to pay to the PromoterNo. 1/2 Rs.5,000/- (Rupees Five Thousand only) per day. The Purchaser/s shall not place, keep or install exhaust fan or any other devices in patio area (if any), and further, the Purchaser/s shall do not do any act that spoils the external elevation of the building in which the said premises is situated;
- k. Pay to the Promoter No. 1/2 within 7 (seven) days of demand by the Promoter No. 1/2, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Free Sale Building;

- l. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- m. To bear and pay the proportionate maintenance charges and other outgoings, save and except the municipal taxes, in respect of the said Premises from the date of being granted permission to enter upon the said Premises for the purpose of carrying out fit outs therein till Occupation Certificate;
- n. The Purchaser shall ensure while, carrying out any work in the said Premises that the water proofing treatment given by the Promoters in the toilet, kitchen or any other area is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the flat/premises adjoining or below the Purchaser's said Premises and/or in any other flat, then the Purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Promoters and/or from the Purchaser of the flat in whose flat there is leakage. If the Purchaser fails to carry out the said work within a period of seven days from the date of receiving communication about the leakage, the Promoters and/or purchaser of the flat in whose flat there is a leakage shall be entitled to enter the said Premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser.
- o. The Purchaser/s shall not let, sub-let, grant on leave & license, sell, transfer, assign or part with the Purchaser/s'

interest or benefit factor of this Agreement or part with the possession of the said Premises until

- (i) all dues payable by the Purchaser/s to the Promoter No. 1/2 under this Agreement are fully paid-up;
 - (ii) hand over possession of the said Premises to the Purchaser/s by the Promoter No. 1/2 ;
 - (iii) the Purchaser/s had not been guilty for any breach or non-observance of any of the terms and conditions of this Agreement; and
 - (iv) the prior written permission from the Promoter No. 1/2 or the said Society as the case may be, along with a payment of the charges to the Promoter No. 1/2 or the said Society, as the case may be.
- p. The Purchaser/s shall observe and perform all the rules and regulations which the said Society may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Free Sale Portion, the said Free Sale Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Free Sale Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- q. Till the said Free Sale Portion and the said Free Sale Building is conveyed / transferred in favour of the Society the Promoter No.1/2 and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said Free Sale Portion and the said Free Sale Building or any part thereof.
30. The Promoter No.2 shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoter No.2 shall provide amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.
31. It is specifically understood and accepted by the purchaser that the Brochures, Compact Disc, advertising and marketing material published by the Promoters from time to time in respect of the project is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/ amenities are not agreed to be developed or provided by the Promoters to the Purchaser/s. The Brochure/Master Plan is the tentative projection of the whole plan of the complex/scheme. There may/will be variations depending on the practical and technical problems or if so desired by the Promoters and therefore the project shall not/may not be the same as in the brochure/master plan. The Promoters shall not be liable for such variations nor shall the Purchaser/s question the same.
32. After the Purchaser/s is permitted to enter upon the said Premises for the purpose of fit outs or otherwise and/or possession of the said Premises is handed over to the

Purchaser/s, the Purchaser/s shall not be permitted to carry out any additions or alteration in the said Premises or the said Free Sale Building and/or enclose or encroach upon any common area of the said Free Sale Building in the nature of common passage or landing or mid landing areas and the Promoters shall not be responsible, if additions and alteration or encroachments are done in the said Premises or said free sale building by the Purchaser/s or occupier, in violation of the building regulations. The Purchaser/s agree to indemnify and keep the Promoters and their executors, administrators, successors and assigns indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising against the Promoters or their executors, administrators, successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the said Premises or said free sale building by the Purchaser/s or occupier, in violation of the building regulations.

33. For any amount remaining unpaid by the Purchaser/s under this Agreement, the Promoter No. 1/2 shall have first lien and charge on the said Premises agreed to be allotted to the Purchaser/s.
34. This Agreement sets forth the entire Agreement and understanding between the Promoter No.1/2 and the Purchaser/s and supersedes, cancels and merges:-
 - (a) All Agreement, negotiations, commitments writings between the Purchaser/s and Promoter No. 1/2 prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoter No. 1/2 in any documents, brochures, hoarding etc. and /or through on any other medium.

- (c) The Promoter No. 1/2 shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Promoter No. 1/2 under this Agreement.
35. If the Purchaser/s intends to visit the under construction building then it shall make a written request to the Promoter No. 1/2 for a site visit and the Promoter No. 1/2 shall within 7 (seven) working days from receipt of the request intimate the Purchaser/s the date and time for such visit. The Purchaser/s shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter No. 1/2 accompanied by site staff of the Promoter No. 1/2 and the Purchaser/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Purchaser/s hereby undertakes not to hold the Promoter No. 1/2 responsible for any loss or damage or harm incurred or suffered by the Purchaser/s or any person accompanying the Purchaser/s, due to negligence or wrongful acts or otherwise, during the site visit.
36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Free Sale Portion and the said Free Sale Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him / her / them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter No. 1/2, until the said Free Sale Portion and the said Free Sale Building is transferred to the said Society as hereinabove mentioned.
37. It is further agreed that the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in

any lawful manner, including for putting up and displaying hoarding / advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said Free Sale Building. The Promoter No.1 and the Promoter No.2 shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said Society, and neither the Purchaser/s nor the said Society shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoter No.1 and the Promoter No.2 shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoter No.1 and the Promoter No.2 deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Free Sale Building by way of additional floor/s, the Promoter No.1 and the Promoter No.2 shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoter No.1 and the Promoter No. 2 and the Purchaser/s and/or the said Society shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorised representative/s deputed by the Promoter No.1 and/or the Promoter No.2 to go to the said common terrace to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoters shall

be covenants running with the land and shall form part of the Transfer Deed when executed in favour of the said Society.

38. The Purchaser/s hereby agrees, undertakes and covenants with the Promoter No. 1/2 that neither he/she/they, nor the said Society shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter No. 1/2 under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter No. 1/2 as mentioned herein, and the Purchaser/s and the said Society shall be bound and liable to render to the Promoter No. 1/2 all necessary assistance and co-operation, to enable it to exercise and avail of the same.
39. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
40. The Purchaser/s and the Promoter No. 1/2 shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter No. 1/2 shall attend the Office of the Sub-Registrar and admit the execution thereof.
41. That in case there are Joint purchasers all communications shall be sent by the Promoter No. 1/2 to the purchaser whose name appears first at the given by him/her which shall for all intents purposes to consider as properly served on all the Purchasers.
42. This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will

have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

43. All letters, notices, circulars, receipts issued by the Promoter No. 1/2 as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Promoter No. 1/2 completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or by courier or registered Post Acknowledgement or notified email id. Due at the following address (or at any other address as may have been subsequently notified by the Purchaser/s as and by way of change of address and if such change is confirmed by the Promoter No. 1/2) :-

44. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) and The Real Estate (Regulation and Development) Act 2016 and the rules made thereunder.
45. All costs charges and expenses in connection with the formation of the Society as well as the costs of preparing and engrossing the Deed of Conveyance or any other vesting document or any appropriate document/deed in respect of the said Free Sale Portion and the said Free Sale Building in favour of the Society, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter No.1as well as the entire professional costs of the Attorneys of the Promoter No.1for preparing and approving all such

documents shall be borne and paid by the Society or proportionately by all the purchasers in the said Free Sale Building. The share of the Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately as and when required.

46. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Purchaser/s alone.
47. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
WADHWA GROUP HOLDINGS PRIVATE LIMITED	AACCV3961G
SSSC ESCATICS PRIVATE LIMITED	AAYCS2437E

48. If any dispute and/or difference arises between the Parties hereto during the subsistence of this Agreement or any renewals of the same or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, the Parties hereto shall endeavour to settle such dispute amicably. In case the disputes are not settled, the disputes shall be referred to a Sole Arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of Arbitration shall be Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

("THE SAID LARGER PROPERTY")

All that piece and parcel of land bearing City Survey Nos. 193, 196, 196 (78 to 119), 811 and corresponding Final Plot Nos. 58 and 59 of Town planning Scheme II admeasuring 1,82,883.36 square meters or thereabouts situate, lying, and being at Village Andheri, Munshi Nagar, Andheri (West) together with the structure standing 5 (five) structures each admeasuring 23.33 square meters or thereabouts.

THE SECOND SCHEDULE ABOVE REFERRED TO

("THE SAID PROPERTY")

All that piece and parcel of land bearing City Survey Nos. 193, 196, 196 (78 to 119), 811 and corresponding Final Plot Nos. 58 and 59 of Town planning Scheme II admeasuring approximately 7,500 square meters or thereabouts situate, lying, and being at Village Andheri, Munshi Nagar, Andheri (West), Mumbai.

THE THIRD SCHEDULE ABOVE REFERRED TO

("THE RIGHT OF WAY")

All that piece and parcel of land bearing City Survey Nos. 193, 196, 196 (78 to 119), 811 and corresponding Final Plot Nos. 58 and 59 of Town planning Scheme II admeasuring approximately 1,400 square meters or thereabouts situate, lying, and being at Village Andheri, Munshi Nagar, Andheri (West), Mumbai.

THE FOURTH SCHEDULE ABOVE REFERRED TO

("THE SAID SHIV SHAKTI PORTION")

All that piece and parcel of land bearing City Survey Nos. 196 (pt.) admeasuring approximately 4,431.20 square meters or thereabouts situate, lying, and being at Village Andheri, Munshi Nagar, Andheri (West) and bounded as follows:

On or towards North : Right of way more particularly described in the Third Schedule;

On or towards South : By balance portion of the larger property more particularly described in the First Schedule;

On or towards East : By balance portion of the larger property more particularly described in the First Schedule; and

On or towards West : By the said property more particularly described in the Second Schedule.

THE FIFTH SCHEDULE ABOVE REFERRED TO
("THE SAID FREE SALE PORTION")

All the piece and parcel of land bearing City Survey Nos.196 (pt.) admeasuring 4228.41 sq. mtrs.or thereabouts situate, lying, and being at Village Andheri, Munshi Nagar, Andheri (West) and bounded as follows:

On or towards North : by Right of Way leading to Ganesh Chowk;

On or towards South : by Rehab Portion;

On or towards East : by the balance portion of the said property;

On or towards West : by Building No. 27 of the MHADA Layout.

THE SIXTH SCHEDULE ABOVE REFERRED TO
 (the said Premises)

Flat No. _____ having total carpet area admeasuring _____ sq. mtrs. (i.e. _____ sq. ft.), on the _____ floor in Wing A, Sq. meters (i.e. _____ Sq.ft Carpet Area) as per RERA _____ sq. mtrs.(Carpet area) in the Free Sale Building to be known as "THE NEST" under

construction on the Free Sale Portion more particularly described in the Fifth Schedule hereinabove written.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Nature, extent and description of common areas and facilities / limited common / restricted common areas and facilities)

List of common areas and facilities for the said Free Sale Building and Rehab Building

1. Common access and/or entrance gate.

List of common areas and facilities for the said Free Sale Building

1. Basement-1 and Basement-2, Lower Stilt i.e. ground level and Upper Stilt i.e. podium level.
2. Ramp to the Podium of the said Free Sale Building.
3. Ramp to the lower level stilt and upper and lower basements and within the parking and other services in the basement.
4. Drainage, storm water drain, electric sub-station constructed, underground water tanks (with pumping rooms and other pumping arrangement) STP.
5. Open front space at the lower level stilt i.e. ground level.
6. Mechanical Ventilation in the Lower and upper Basement.
7. Lightning Arrestor, Earthing Pits.
8. Signage, lighting at all common areas.
9. Swimming Pool, kids swimming pool and Jacuzzi.
10. Separate Gents and ladies toilet with steam room.
11. Entrance lobby at Ground level.
12. Staircase of the building including the landing for the purpose of ingress and egress but not for the purpose of storage, recreation, residence or sleeping.
13. Lifts and Lift Lobby and landings.

14. Common electric meter for common lights.
15. Refuse area located on the 5th& 12th floor.
16. Overhead Fire Water tank.
17. Meter Area.
18. Underground flushing and domestic water tank and water supply, rain water harvest system,CCTV provision.

Limited common areas and facilities :-

1. Lift lobby of the floor on which the said Premises is situated
2. Stair case of the floor on which the said Premises is situated

Restricted Areas

Car Parking;

SIGNED AND DELIVERED)
 by the withinnamed "**Promoter No.1**")
M/S. SSC ESCATICS PVT. LTD)
 through its authorized Director)
MR. JAYESH V. TANNA)
 in the presence of _____)
 _____)

SIGNED, SEALED AND DELIVERED)
 by the withinnamed "**Promoter No.2** ")
WADHWA GROUP HOLDINGS PVT.LTD.)
 through its Constituted Attorney)
MR. _____)
 In the presence of..._____)
 _____)

SIGNED AND DELIVERED)

by the withinnamed "**Purchaser/s**")

_____)

_____)

_____)

In the presence of _____)

_____)

RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s a sum of **Rs.**_____/- (**Rupees** _____ **Only**) as part consideration as and by the way of earnest money as within mentioned to be paid by them to us the details of which are as under:-

Date	Drawn On	Cheque /RTGS No	Amount (Rs.)

WE SAY RECEIVED

For**WADHWA GROUP HOLDINGS PRIVATE LIMITED**

Authorized Signatory