

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at _____ this _____ day of _____, 20____

B E T W E E N:

PALAVA DWELLERS PRIVATE LIMITED (formerly known as **LODHA DWELLERS PRIVATE LIMITED**), a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

Mr/Mrs/Miss/M/s _____
_____ residing / having
its _____ address
at _____

_____ and assessed to income tax under permanent account number (**PAN**) _____, hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

- A. The Company is / shall be constructing the Building (*as defined herein*) as part of the Project (*as defined herein*) on the Larger Property (*as defined herein*).
- B. The chain of title of the Company to the Larger Property is at **Annexure 2** (*Chain of Title*).
- C. A copy of the Report on Title in respect of the Larger Property is at **Annexure 3** (*Report on Title*).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at **Annexure 4** (*Key Approvals*). Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.

- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (*as defined herein*) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5 (Floor Plan)**.
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration 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. **DEFINITIONS**

- 1.1. **“Agreement”** shall mean this Agreement together with the schedules and annexures hereto and any other deed and / or document(s) executed in pursuance thereof.
- 1.2. **“Applicable Law”** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. **“Approvals”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted / to be granted by the competent Authorities in connection with the Project / Building / Unit and / or the development thereof.
- 1.4. **“Arbitrator”** shall have the meaning ascribed to it in Clause 24.2 below.
- 1.5. **“Authority”** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. **“BCAM Charges”** shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit / Building, but shall not include FCAM Charges.

- 1.7. **“Building”** shall mean the single / multi-storied building as described at **Annexure 6** (*Unit and Project Details*) to be / being constructed by the Company on the Larger Property.
- 1.8. **“Building Conveyance”** shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. **“Building Protection Deposit”** shall mean the amounts specified in the **Annexure 6** (*Unit and Project Details*).
- 1.10. **“CAM Charges”** shall have the meaning ascribed to it in Clause 15.5.
- 1.11. **“CAM Commencement Date”** shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the month commencing after expiry of at least 15 (fifteen) days from the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- 1.12. **“Car Parking Spaces”** shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. **“Carpet Area”** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. **“Cheque Bouncing Charges”** shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including ‘insufficient funds’, ‘stop payment’ or ‘account closed’ and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- 1.15. **“Club”** shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. **“Common Areas and Amenities”** shall mean the common areas and amenities as are available to and / or in respect of the Building / Larger Property, as the case may be and more particularly described at **Annexure 7** (*Common Areas and Amenities*).

- 1.17. **“Company Notice of Termination”** shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. **“Confidential Information”** shall have the meaning ascribed to it in Clause 28.1 below.
- 1.19. **“Date of Offer of Possession”** or **“DOP”** shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6** (*Unit and Project Details*).
- 1.20. **“Direct Tax”** or **“Direct Taxes”** shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.21. **“Exclusive Balcony / Verandah / Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace 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. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.22. **“Extended DOP”** shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. **“FCAM Charges”**, if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at **Annexure 6** (*Unit and Project Details*).
- 1.24. **“Federation”** shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed / to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.25. **“Federation Conveyance”** shall have the meaning ascribed to it in Clause 14.4 below.
- 1.26. **“FEMA”** shall have the meaning ascribed to it in Clause 21(z) below.
- 1.27. **“FMC”** shall have the meaning ascribed to it in Clause 15.1 below.
- 1.28. **“Force Majeure”** shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.29. **“FSI Free Constructed Spaces”** shall have the meaning ascribed to it in Clause 15.15 below.

- 1.30. **“Indirect Tax” or “Indirect Taxes”** means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.31. **“Interest”** shall mean simple interest at State Bank of India’s (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.32. **“Larger Property”** means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be other building(s) and / or project(s) which will be constructed on the Larger Property.
- 1.33. **“Liquidated Damages”** shall mean an amount equivalent to 10 per cent of the Total Consideration.
- 1.34. **“Loan”** shall have the meaning ascribed to it in Clause 7.1 below.
- 1.35. **“Maintenance Related Amounts”** shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and / or the Larger Property including but not limited to BCAM Charges, Annual Club Usage Charges, Property Tax, Sinking Fund and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6** (*Unit and Project Details*).
- 1.36. **“Net Area”** shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.37. **“OC”** shall have the meaning ascribed to it in Clause 10.3 below.
- 1.38. **“Possession Demand Letter”** shall have the meaning ascribed to it in Clause 10.2 below.
- 1.39. **“Project”** shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*). The Project may be part of a larger layout on the Larger Property.
- 1.40. **“Purchaser Notice of Termination”** shall have the meaning ascribed to it in Clause 11.3.1.b) below.
- 1.41. **“Refund Amount”** shall mean:
- 1.41.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges.

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

- 1.41.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b11.3.1: an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting therefrom any amounts paid to 3rd parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges, till the date of payment of the Refund Amount.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

- 1.42. **“Reimbursements”** shall include all expenses directly or indirectly incurred by the Company in providing or procuring services / facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6** (*Unit and Project Details*).
- 1.43. **“RERA”** shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.44. **“Service Providers”** shall have the meaning ascribed to it in Clause 15.15 below.
- 1.45. **“Shortfall Amount”** shall have the meaning ascribed to it in Clause 16.3 below.
- 1.46. **“Structural Defects”** shall mean any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing.
- 1.47. **“Transfer”** shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- a. the Unit or any part of the right, title or interest therein; and, or,
 - b. the benefit of this Agreement; and, or,
 - c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
 - d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding / subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.48. **"Total Consideration"** shall mean the amounts payable / agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at **Annexure 6 (Unit and Project Details)**, Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 4.2.
- 1.49. **"Ultimate Organization"** shall mean the company / condominium / society / other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.50. **"Unit"** shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at **Annexure 6 (Unit and Project Details)** and floor plan thereto (with unit shaded) annexed hereto as **Annexure 5 (Floor Plan)**.

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.

- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine / pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 22 and any other provisions of this Agreement, the provisions of Clause 22 shall prevail.
- 2.13. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. **DISCLOSURES AND TITLE**

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit / Building / Larger Property, satisfied himself of *inter alia* the following:
- a. Nature of the Company's right, title and encumbrances, if any;
 - b. The Approvals (current and future);
 - c. The drawings, plans and specifications;
 - d. Nature and particulars of fixtures, fittings and amenities.
- 3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. **AGREEMENT TO SELL AND CONSIDERATION**

- 4.1. The Purchaser hereby agrees to purchase / acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration

as set out at **Annexure 6** (*Unit and Project Details*) hereto subject to the terms and conditions mentioned herein and the Approvals.

- 4.2. The Total Consideration shall remain fixed as stated in **Annexure 6** (*Unit and Project Details*) hereto, save and except for proportionate share (in ratio of Carpet Area) of any increase in costs / charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5 per cent beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2017 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.
- 4.3. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6** (*Unit and Project Details*), time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.
- 4.4. The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.
- 4.5. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
 - a. Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6** (*Unit and Project Details*), without any delay or demur for any reason whatsoever;
 - b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.
- 4.6. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

- a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
- b. **Secondly**, towards Interest due as on the date of payment;
- c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Company.

- 4.7. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.8. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2017 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. **CONSTRUCTION AND DEVELOPMENT**

- 5.1. The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 5.3. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation / Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result

in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Carpet Area more than 3 per cent of the Carpet Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

- 5.4. The Purchaser is aware and agrees that the Company shall allow various balcony / verandah / open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot / assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. **SECURITIZATION OF THE TOTAL CONSIDERATION**

- 6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and / or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and / or any bank or financial institution nominated by the Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other the amounts payable hereunder.
- 7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid / outstanding, the Purchaser subject to the terms hereof,

shall not sell, Transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and / or the relevant banks / financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien / charge of such banks / financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

- 7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

- 8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6** (*Unit and Project Details*) hereto within the Project / Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated / shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and / or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

9. **REGISTRATION**

- 9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance / co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total

Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP set out at **Annexure 6 (Unit and Project Details)** with an additional grace period of 18 (eighteen) months and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the **Extended DOP** i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + additional grace period of 18 (eighteen) months + further extension as may be applicable pursuant to Clause 10.4).

- 10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (**Possession Demand Letter**) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of Carpet Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 11.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible / liable in respect any loss or damage that may be caused to the Unit after this date.
- 10.3. The Company shall obtain occupation certificate for the Unit (**OC**) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:
 - a. Any event of *Force Majeure*;
 - b. Riots / other civil disturbances;
 - c. Any notice, order, rule or notification of the Central or relevant State Government and / or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

11. TERMINATION

- 11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below at Clauses 0 and 0. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Company's Right to Terminate

- 11.2. Company shall have right to terminate this Agreement only in the following circumstances:
- 11.2.1. Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at **Annexure 6 (Unit and Project Details)** (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD / speed post (**Company Notice of Termination**).
- 11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Company Notice of Termination.
- 11.2.3. Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.

Purchaser's Right to Terminate:

- 11.3. Purchaser shall have right to terminate this Agreement only in the following circumstances:
- 11.3.1. Delay in possession beyond Extended DOP: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in **Annexure 6**

(Unit and Project Details), if the Company fails to offer possession of the Unit by Extended DOP, then:

- a. Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause 11.3.1.b the DOP mentioned in **Annexure 6 (Unit and Project Details)** shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit Interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or
- b. Within 30 days from expiry of Extended DOP, the Purchaser may by giving notice in writing in the form set out in **Annexure 8 (Purchaser Notice of Termination)** elect to terminate this Agreement (**Purchaser Notice of Termination**). Where the Purchaser Notice of Termination is not received by the Company within the aforementioned period of 30 (thirty) days from expiry of the Extended DOP, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 11.3.1.a.

11.4. Consequences of Termination and Payment of Refund Amount

- 11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.2.
- 11.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of Termination by the Company, as the case may be, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. DEFECT LIABILITY

- 12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company. Notwithstanding anything stated in this Clause 12 or elsewhere in this Agreement, the Company shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause 12 where the Purchaser has made any structural changes in the Unit or in the materials used thereon.

13. **SET OFF / ADJUSTMENT**

- 13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and / or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14. **ULTIMATE ORGANISATION**

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.
- 14.2. Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.
- 14.3. Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (**Building Conveyance**) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and / or ongoing development or otherwise.
- 14.4. Within 18 months from the receipt of the occupation certificate for the last building within the Project, the Company shall execute a Deed of Conveyance in favour of the Federation (**Federation Conveyance**) in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any; and

- receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and / or ongoing development or otherwise.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation / Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building / Larger Property are transferred to the Ultimate Organisation / Federation.
- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and / or the Ultimate Organisation and / or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit / Building / Larger Property and in this regard the Purchaser for himself and the Ultimate Organisation / Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation / Federation not to claim any such right in respect of the Building / Larger Property.
- 14.7. The Company hereby agrees that it shall, before execution of Building Conveyance / Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and / or claims, if any in / over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation / Federation, the Larger Property is free from encumbrances.
15. **FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB**
- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building / Project shall be managed by a facility management company (FMC). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20 per cent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.
- 15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event:

- a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
 - b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100 per cent of the unit purchasers at the due date (with a grace period of 30 days).
- 15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100 per cent of the unit purchasers of the Building.
- 15.4. The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the carpet area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the **CAM Charges**) as set out at **Annexure 6 (Unit and Project Details)**. The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity / HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.
- 15.6. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on / before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit / debit thereto shall be settled on / before 30th August.
- 15.7. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- 15.8. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.9. The Purchaser undertakes to make payment of the estimated BCAM charges for the first 18 (eighteen) months and estimated FCAM charges for the first 60 (sixty) months on or before the Date of Offer of Possession.
- 15.10. All Maintenance Related Amounts stated in **Annexure 6 (Unit and Project Details)** are compulsorily payable by the Purchaser in the future upon demand being raised by the

Company / Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.5 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company / Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment.

- 15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

Club and Other Key Common Areas

- 15.12. The number of members of the Purchaser who are permitted to use the Club and / or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions / rules as may be framed and / or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.
- 15.13. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold / transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and / or the FMC. It is, however, clarified that the Company / FMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.
- 15.14. The Purchaser is obliged and agrees to pay Annual Club Usage Charges as listed in **Annexure 6 (Unit and Project Details)**. Such Annual Club Usage Charges shall be applicable from the date of start of operations of the Club or the Date of Offer of Possession, whichever is later. Such Annual Club Usage Charges shall be payable annually in advance (in February or March for following financial year) to the FMC, failing which the Purchaser shall not be entitled to use / access the Club. The Annual Club Usage Charges shall be increased on an annual basis as per Reserve Bank of India CPI Inflation Rate (per cent). The Purchaser is aware that in addition to the

aforesaid Annual Club Usage Charges, the Purchaser shall be obliged to and agrees to pay usage charges, if any, for specific service(s) availed of by the Purchaser, as per rates determined by FMC. FMC shall ensure that such rates are reasonable and are set on cost + 20 per cent profit basis.

- 15.15. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has / shall enter into agreements with various third parties / operators (**Service Providers**) in relation to the operation of certain facilities / amenities which are located in constructed spaces that have not been counted in FSI (**FSI Free Constructed Spaces**) by the concerned authorities on account of such spaces so as to facilitate the recreation / comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organisation, subject to the following restrictions:
- a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
 - b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
 - c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers / FMC or through the Service Providers / FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers / FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance / non-performance or otherwise of these services provided by the respective Service Providers / FMC.
16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**
- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge / CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the authorities (**Shortfall Amount**), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation to the purchasers.
- 16.5. If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession as specified at **Annexure 6 (Unit and Project Details)**. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.
17. **BUILDING PROTECTION DEPOSIT**
- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6 (Unit and Project Details)** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives / nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives / nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk.

In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

- 17.5. The Company / FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company / FMC shall raise bills / invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

18. **SINKING FUND**

- 18.1. Commencing from the 36th month after the CAM Commencement Date, the Purchaser shall pay an amount equal to 10 per cent of the BCAM Charges to the Ultimate Organisation towards Sinking Fund. The Sinking Fund shall be payable annually in advance. Illustratively, for the period of 12 months starting from the 37th month from the CAM Commencement Date, the amounts towards Sinking Fund shall be paid on or before the 1st day of the 36th month from the CAM Commencement Date. The Purchaser shall be liable to pay Interest for the period of the delay in case of any delayed payment.
- 18.2. The amounts paid by the Purchaser towards Sinking Fund shall be used for undertaking major capital and, or, renovation expenses related to the Building and its key Common Areas and Amenities. The Ultimate Organisation shall control the usage of the Sinking Fund.

19. **INDIRECT TAXES AND LEVIES**

- 19.1. The Purchaser agrees that all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser. All Direct Taxes in respect of profit (if any) earned from the development and sale to the Purchaser of the Unit shall be borne by Company.

20. **INTEREST**

- 20.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.31) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen)

days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

21. **PURCHASER'S COVENANTS**

21.1. The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes:

- a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:
 - (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and / or services of the units / wing (including but not limited to not making any change or to alter the windows and / or grills provided by the Company);
 - (ii) Not make any changes to the common area / lobby and structural changes in the Building;
 - (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
 - (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
 - (v) Not change the location of the wet / waterproofed areas;
 - (vi) Not make any alteration in the elevation and outside color scheme of the Building;
 - (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and / or the Ultimate Organisation;
 - (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
 - (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.

- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- c. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.
- d. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation;
- e. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- f. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and / or Ultimate Organisation shall not be changed without the prior written consent of the Company.
- g. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.
- h. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- i. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- j. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users / residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- k. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or

government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

- l. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- m. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz, user for any purposes other than for residential or otherwise.
- n. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser by the FMC.
- o. The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale / Transfer of the Unit after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and / or objectives of the Ultimate Organisation. Any document for sale / Transfer / lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the Company.
- p. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.
- q. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- r. Until a Building Conveyance / Federation Conveyance in favour of the Ultimate Organisation / Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their

surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit / Building / Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.

- s. In the event the Ultimate Organisation has been formed but there is / are units in the Building that are not sold by the Company, till such time that such unsold unit/s is / are sold / leased, the Property Tax for such unsold units shall be payable by the Company as charged by the competent Authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organisation by the Company and not prior to the same.
- t. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- u. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and / or create any right, title or interest in the unsold units without any consent / no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organisation and such purchaser of such unsold unit/s shall be deemed to be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation to issue such consents and, or, permissions forthwith on request.
- v. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging / recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser / lessees / occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate

Organisation / Federation. In the event of a violation or breach of the covenants at Sub-Clause 21(u) and (v), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.

- w. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers / occupants of the unsold units.
- x. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.
- y. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- z. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**FEMA**), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Company accepts no responsibility / liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

- aa. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and / or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- bb. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building / wing to be well maintained and enable all purchasers / members to enjoy the usage of these areas as originally designed.

22. **SPECIAL CONDITIONS**

22.1. **Additional Definitions**

- 22.1.1. **“Civic Governance Charges” or “CGC”** shall mean the charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Larger Property / Palava City.
- 22.1.2. **“Palava City”** shall mean the city being developed by the Company on pieces and parcels of lands including the Larger Property under various development control regulations including special township scheme and mega city scheme.
- 22.1.3. **“Palava City Management Company” or “PCMC”** shall mean a nominee appointed to maintain, manage, service and supervise the infrastructure of the Palava City including city management, civic governance, city club house and the related infrastructure. All references to “FMC” in this Agreement will be read and construed as a reference to PCMC.
- 22.1.4. **“ePayment Card”** shall mean a prepaid card or other electronic payment method or card used as a sole mode of payment for Civic Governance Charges, utility bill payments and others charges in relation to the Project / Palava City.

Palava City Management Company

- 22.2. The Purchaser is aware that the Building and the Project shall form part of Palava City. The Purchaser agrees and confirms that for the maintenance and management of the Project / Larger Property / Palava City, the common areas and amenities (i.e. all areas outside the Building footprint and an area of 3-6 meters from the Building perimeter (as may be determined by PCMC)), of the Palava City shall be undertaken by the PCMC.
- 22.3. The Purchaser hereby confirms and acknowledges that PCMC's constitution and memorandum, the Citizen's Charter and On-Boarding Guide (available at www.mypalava.in) (collectively, the **“Charter Documents”**) have been read and understood by the Purchaser and agrees to be bound by and to comply with the

provisions of the Charter Documents. The Purchaser further agrees that all future changes, made in accordance with the provisions of the Charter Documents, shall be binding on the Purchaser (including all successors in title) as well as any tenant / lessee of the Purchaser.

- 22.4. The PCMC shall formulate the rules and regulations in an endeavour to ensure that the habitants of the Project / Palava City enjoy a safe, secure and hassle free lifestyle and the long term value of the Unit / Building / Project is enhanced. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of units / Project / Palava City and hereby irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. In case of any difference or disputes arising in relation to the interpretation of rules and regulations as well as compliance of the rules and regulations, the same shall be referred to the PCMC's governing council and its decision shall be final and binding on the parties concerned. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the PCMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of PCMC as aforesaid.
- 22.5. The Purchaser is aware that PCMC shall be authorizing and entitled to charge, receive and collect from the respective purchasers of the units (including the Purchaser herein) and / or the Ultimate Organization, the CGC, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within Palava City. The Company may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the Project and the Palava City. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.
- 22.6. The Purchaser along with the other purchasers of the units shall be entitled to avail of the services to be provided or arranged by or through the PCMC at the costs, charges that may be fixed by the PCMC and in accordance with the terms and conditions imposed by the PCMC. All common costs, charges and expenses that may be claimed by the PCMC shall be to the account of and borne by the purchasers of the units in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Company and / or the PCMC, which determination shall be binding on the Purchaser.

Civic Governance Charges

- 22.7. The Purchaser shall, on demand, make the payment of the estimated Civic Governance Charges for the first 60 months on or before the Date of Offer of Possession as set out in **Annexure 6** (*Unit and Project Details*).
- 22.8. The CGC shall become payable from the CAM Commencement Date. The CGC shall continue to be payable by the Purchaser / Ultimate Organization to the PCMC,

quarterly in advance, even after the management of the Building is taken over by the Ultimate Organization. Thereafter, the Purchaser shall be obliged to pay the CGC in advance on / before the 1st day of each month / quarter.

- 22.9. The Purchaser is aware that the CGC stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The right to set the Civic Governance Charges rests solely with the PCMC and is subject to escalation by 10 per cent every year

ePayment Cards

- 22.10. The Purchaser hereto agrees and understands that it is mandatory to procure an ePayment Card as it will be used for the sole mode of payment for Civic Governance Charges, utility bill payments etc. The Purchaser hereto agrees and acknowledges that as on the Date of Offer of Possession, the ePayment Card will be issued to the Purchaser and the Purchaser shall be required to sign necessary agreements / documentation with the service provider / Company in relation to maintenance of sufficient balance in relation to the ePayment Card and the Purchaser hereto agrees and acknowledges to abide by the same.
- 22.11. The Purchaser hereto agrees and acknowledges that the Company / PCMC has appointed various service providers for the issuance, maintenance, management, servicing, supervision and overall control of ePayment Card. The operation and management of ePayment Card shall be in accordance with the rules and regulations framed by the Company / PCMC such service providers from time to time.

Utility Provision

- 22.12. The Purchaser hereto agrees and acknowledges that the Company shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water / sewage recycling / treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Palava City (and / or lay related infrastructure thereto) to the residents of the Project on the terms and conditions contained therein. The Company reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents / citizens of the Project and all residents / purchaser / ultimate organisations / federations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all his rights to raise any objection.
- 22.13. The Company shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PCMC and are used for activities related to the development and up-gradation of the Project and these monies are not used for any other purpose. The Company shall make its best endeavors to ensure that the rates charged for such services are at par or below the rates charged for equivalent services in any city amongst the top 50 most livable cities in the world. Such contracts can be studied at the PCMC office after giving notice of 5 business days. The

Purchaser has no objection to the above and waives all his rights to raise any objection.

- 22.14. The Purchaser hereto agrees and acknowledges that Maharashtra State Electricity Distribution Company Limited (“**MSEDCL**”) / any other electricity distribution company, by itself or through its franchisee, will be supplying electricity for the Palava City and the electricity meters and payment of electricity charges shall be as per the terms and conditions prescribed by MSEDCL / any other electricity distribution company and the Purchaser hereto agrees to abide by the same.
- 22.15. The Company and / or PCMC and / or any service provider appointed by PCMC may provide water or gas supply for the Project and the Company and / or such service provider shall be entitled to (i) decide the type of meters and payment methodology that will be installed within the Project and (ii) frame all the rules and regulations regarding the operations and management of water and gas supply in the Project including the units as well as the common areas. The Purchaser agrees and acknowledges and agrees to cause the Ultimate Organization to abide by all such rules and regulations as framed by Company and / or PCMC and / or any service provider appointed by PCMC and such rules and regulations shall be final and binding on the Purchaser and hereby waives all his rights to raise any objection in that regard.
- 22.16. The Company and / or PCMC and / or any service provider appointed by PCMC will levy charges for potable water, recycled water and gas consumption as per the prevailing market rates and the Purchaser shall make payment for the same, without delay or demur. The Purchaser is aware that making timely payment for usage of these and / or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a small number of purchasers. The Purchaser agrees and confirms that any default in payment, subject to grace period of upto 30 days, shall inter-alia result in disconnection of the concerned services and the Purchaser agrees to not raise any objection to the same on humanitarian or similar grounds.
- 22.17. The Purchaser agrees not to install television antennas, radio transmitting and receiving antennas or satellite dishes without prior consent from the Company and / or the PCMC. The Company shall appoint a nominee to provide cable / DTH service in the city at market competitive prices. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the management, operations, maintenance and overall control as aforesaid.

Payment of Total Consideration

- 22.18. The Purchaser agrees and undertakes to make the payment of the Total Consideration and all other amounts due and payable under this Agreement to the credit of the account as stipulated by the Company or to the entity and account as specified in the no objection certificate or letter issued by the bank or other financial institution in connection with the sale of the Unit.

23. **MISCELLANEOUS**

- 23.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Larger Property or any part thereof.
- 23.2. All notices to be served on the Company and / or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6** (*Unit and Project Details*). Electronic communication (eg. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.
- 23.3. The Parties agree that unless a Party informs the other Party in writing about a change in address / email ID, the address / email ID available at the time of this Agreement shall be deemed to be the valid address / email ID for all communication.
- 23.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6** (*Unit and Project Details*) hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est / null and void.

24. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 24.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 24.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 24.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (**Arbitrator**).
- 24.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- 24.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 24.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

25. **SEVERABILITY**

- 25.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.
- 25.2. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

26. **WAIVER**

- 26.1. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

27. **ENTIRE AGREEMENT**

- 27.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

28. **CONFIDENTIALITY**

- 28.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**Confidential Information**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.
- 28.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.
- 28.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

- a. such disclosure is required by law or requested by any statutory or regulatory or judicial / quasi-judicial authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or
- b. such disclosure is required in connection with any litigation; or
- c. such information has entered the public domain other than by a breach of the Agreement.

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

SIGNED AND DELIVERED)

Palava Dwellers Private Limited (previously known as)

Lodha Dwellers Private Limited))

The Company within named)

through the hands of Constituted Attorney)

Mr. _____)

authorised vide Power of Attorney)

dated _____)

In the presence of:)

1. _____)

2. _____)

SIGNED AND DELIVERED)

By the within named Purchaser)

Shri/Smt. _____)

_____)

In the presence of:)

1. _____)

2. _____)

Annexure 1

(Description of Larger Property)

All that pieces and parcels of land together with the buildings/structures standing thereon situate, lying and being at villages Khoni and Antarli, Taluka Kalyan, District Thane and more particularly described in the Report on Title annexed hereto at **Annexure 3** (*Report on Title*).

Annexure 2

(Chain of Title)

1. The landholders mentioned in Column "A" of the Schedule (**Schedule**) of the Report on Title annexed hereto at **Annexure 3** (*Report on Title*) have executed and registered various Agreements for sale, Development Agreements, Conveyance Deeds, Powers of Attorney as shown in Column "D" of the Schedule whereby the respective landowners have agreed to sell or have granted development rights as also have sold and conveyed in favour of the Company herein, all their respective right, title and interest in the lands described in columns "B" and "C" of the Schedule and comprised in the Larger Property.
2. By virtue of the various documents described in Column "D" of the Schedule, the Company is entitled to the Larger Property as absolute owners thereof.

Annexure 3
(Report on Title)

Annexure 4

(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Environmental Clearance	21 st February 2015	SEAC-2013/CR 298/TC-1	Environment Department, Government of Maharashtra
2.	Consent to Establish	20 th January 2014	Consent Order No. Format 1.0/BO/CAC-cell/RO-KN/EIC-KN-6545-13/E(part)/CAC-610	Maharashtra Pollution Control Board
3.	Consent to Establish	8 th May 2017	Consent Order No. Format 1.0/BO/CAC-cell/UAN No. 0000002979/5 th CAC - 1705000250	Maharashtra Pollution Control Board
4.	Final Approval for establishment of Special Township Project	28 th March 2014	Revenue/K-1/T-7/VNVP/SR/39/2014	Collector's Office, Thane
5.	Final Approval for establishment of Special Township Project	18 th September 2014	Revenue/K-1/T-7/STP/SR-88/2014	Collector's Office, Thane
6.	Approval for establishment of Special Township Project	21 st July 2016	Revenue/K-1/T-7/Antarli & Khoni/Dist. Kalyan/STP/SR-19/2016	Collector's Office, Thane
7.	Approval for establishment of Special Township Project	26 th August 2016	Revenue/K-1/T-7/Antarli & Khoni/Dist. Kalyan/STP/SR-20/2016	Collector's Office, Thane

Annexure 5

(Floor Plan with Unit shaded)

Annexure 6

(Unit and Project Details)

(I) **CUSTOMER ID** :

(II) **Correspondence Address of Purchaser:**

(III) **Email ID of Purchaser:**

(IV) **Unit Details:**

(i) Development/Project :

(ii) Building Name :

(iii) Wing :

(iv) Unit No. :

(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area		
EBVT Area		
Net Area (Carpet Area +EBVT Area)		

(vi) Car Parking Space allotted: ____ nos.

(V) **Consideration Value (CV):** Rs. _____/- (Rupees
_____ Only)

(VI) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	Upon Initiation of	Amount (In Rs.)

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

(VII) Reimbursements: Payable on / before the Date of Offer of Possession*:

(1) Land Under Construction (LUC) Reimbursement:

Rs. _____/- (Rupees _____ Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.

(2) Electricity Deposit Reimbursement:

Rs. _____/- (Rupees _____ only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.

(3) Utility connection and related expenses: Rs. _____

(4) Pipes Gas connection and related expenses (if applicable): Rs. _____

(VIII) Maintenance Related Amounts: Provisional amounts (subject to actuals) payable on/before the Date of Offer of Possession:

(1) BCAM Charges: Rs. _____/- (Rupees _____ only) covering period of 18 months from DOP.

(2) FCAM Charges (if applicable): Rs. _____/- (Rupees _____ only) covering period of 60 months from DOP.

(3) Civic Governance Charges: Rs. _____/- (Rupees _____ only) covering period of 60 months from DOP.

(4) Annual Club Usage Charges: Rs. _____/- (Rupees _____ only) covering period of 18 months from DOP.

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

- (5) **Property Tax (Estimated):** Rs. _____/- (Rupees _____ only) covering period of 18 months from DOP.
- (6) **Sinking Fund:** Rs. _____/- (Rupees _____ only)
- (7) **Building Protection Deposit:** Undated cheque of Rs. _____/- (Rupees _____ only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs / interior works.

Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) Date of Offer of Possession: _____ 20____, subject to additional grace period of 18 (eighteen) months and any extension as may be applicable on account of the provisions of Clause 10.4.

(X) Project Details:

- 1) Project Name:
- 2) RERA Registration Number: Yet to be registered
- 3) Project Details:

Annexure 7

(Common Areas and Amenities)

Key Amenities:

Amenities for Residencies:

○ Amenities for each building:

- Two automatic elevators in each wing out of which one is stretcher elevator.
- High quality vitrified tiles for floor lobby.
- Entrance lobby with Marbltal flooring.
- Entrance ramp for easy access for physically challenged.
- Automated swipe card/Biometric access to building.
- CCTV monitoring of entrance lobby

○ Amenities inside each apartment:

- Marbltal Flooring for Living/dining, bedroom & passage.
- Premium vitrified tiles in kitchen.
- High quality vitrified floor tiles in toilets.
- High quality Isenberg/Jaguar or equivalent CP fittings & Kohler or equivalent sanitaryware*
- Kitchen finished with Granite Platform & stainless steel sink.
- Separate utility area in each apartment#.
- Separate wardrobe area in bedroom#.
- Provision for one telephone point in each apartment.
- Advanced Fibre technology provision with access for high speed internet.
- Intercom.
- Air-conditioned bedrooms with split air-conditioner.

* Or equivalent.

Exceptions apply-not provided in some units.

All amenities below shall be maintained, owned/controlled by CMC or specialist operators as per the terms & conditions of the arrangements/agreements with them:

Common Amenities – Neighbourhood.

- Club house.
- School.
- Retail outlets.
- Parking buildings.

Common Amenities - Entire Palava City.

- Lakeside plaza.
- Riverside promenade.
- Central club house.
- Sports centre with facilities for swimming, cricket, football, tennis, badminton.
- University*.
- Performing centre for Art and Culture.
- Retail outlets.
- Hospital*.
- Religious buildings / Temple.
- Parking buildings and shared as per Master plan.
- City Management office.
- Police station*.
- Fire station*.

* Subject to Government Regulatory Authorities Approval.

Annexure 8

(Purchaser Notice of Termination)

To,

[dated]

[Name and address of the Company]

Sub: Notice of Termination

Dear Sir,

We refer to the Agreement to Sell dated [date of execution] (**ATS**) executed in respect of Unit [unit number] (**Unit**) on the [floor number] floor of the building known as [building name] at [address].

All capitalised terms used in this Letter but expressly defined shall bear the meaning assigned to the term in the ATS.

As estimated DOP as set out at **Annexure 6** (*Unit and Project Details*) of the ATS and the Extended DOP have passed and the Unit has not been offered for possession, I / we would like to exercise my / our right to terminate the ATS pursuant to Clause 11.3.1.b of the ATS.

I / we agree and acknowledge that, pursuant to the provisions of the ATS:

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 days from the Extended DOP;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
4. On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.3.1.b of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]

Letter of Allotment

To

[Date]

Sub: Allotment of Residential Flat no [□], **Wing** [□] in the Building known as "[□]", in Project [□], situated at [□] ("Residential Flat")

Dear Mr. [□],

We thank you for your application dated [□] and for the payments required for the purpose of allotment of your chosen Lodha residence. It is indeed our pleasure to inform you that the residential flat booked by you via application form dated [□] has now been allotted to you.

The terms and conditions as stated in the Application Form shall continue to be binding in respect of the allotment of the Residential Flat. The details of the Residential Flat allotted and your address in our records for the purpose of correspondence are as under:

Name, Address and Contact Details of Allottee (s)	
Unit No & Wing	
Name of Building/Tower	
Type of Residence	
Carpet Area	
Exclusive Balcony/Verandah/Terrace Area	
Count of Car Parking(s) allotted	
Consideration Value	

You can contact your Onboarding Relationship Manager for any queries or assistance at the following coordinates:

[Name of the Relationship Manager]

Direct Line:

E-mail:

I would like to take this opportunity to thank you for the trust that you have reposed in the Lodha Group, and assure you of your best services at all times.

Warm Regards,

For [□]

General Manager, Customer Care