

relating to the said larger property /said property, said ongoing projects plans/approvals/permissions, I.O.D. commencement certificates, presently sanctioned layout plan thereof, specifications, and designs of the said building/buildings and license, authorities and all other documents prepared by the Developers said Licensed Surveyor and set out herein and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016, hereinafter referred to as said RERA Act and Rules made thereunder as amended up to date and purchaser/s confirm that he/she/they has/have entered in to this Agreement after inspecting the aforesaid all papers, documents/orders, with express notice of contents thereof, including terms, conditions and covenants therein and purchaser/s is/are satisfied with the same and have no further or other information discloser to be required from Developer. (The nature of organization of persons to be constituted and to which the title is to be passed being either a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960, or a Private Limited Company to be governed by the provisions of the Companies Act, 1956 or an Apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970 or any other organizations and/or Apex Body /federation of societies. Purchasers agreed to pay and discharge the ____ sale price stated hereinabove as well as agreed to pay and discharge the various amounts that are to be paid interalia towards the development charges, betterment charges, application charges, ground rent, revenue assessment, municipal and other taxes including GST Tax, if any (VAT,ServiceTax)and royalty of any nature and water and electricity charges, including water deposit and electricity deposits etc. as are for the time being in force.

- (OO) Subject to all that is stated in these presents the Developer have agreed to sell to the purchaser/s and the purchaser/s have agreed to purchase from the Developer on "Ownership Basis" the said Flat at or for the total price

consideration of Rs.-----
 -----(Rupees-----
 -----only), in addition of
 other amounts ,charges and taxes as setout herein and
 upon the terms conditions and covenants mutually agreed
 upon by the parties hereto and hereinafter setout under
 this Agreement.

(PP) Prior to or simultaneously with the execution hereof the
 Purchaser/s has/have paid the Developer an initial
 deposit amount as mentioned herein for the purchase of
 the said Flat agreed to be sold by the Developer to the
 purchaser/s (the Payment and receipt whereof the
 Developer do hereby admit and acknowledge) and
 purchaser/s agreed to pay to the Developer balance of the
 said sale price and other agreed amounts in the manner as
 set out hereunder.

(QQ) In the Premises aforesaid the parties hereto are
 desirous of recording the terms and conditions agreed
 upon between them by these present:

**NOW THESE AGREEMENT WITNESSTH AND IT IS HEREBY
 AGREED, BY AND BETWEEN THE PARTIES HERETO AS
 FOLLOWS:**

1. The foregoing recitals shall form an integral part of the
 operative portion of this Agreement, as if the same are setout
 herein verbatim and shall be read, understood and
 constructed accordingly.
2. The Developer has commenced construction on the portion
 of said property more particularly described in schedule
 third hereunder written and hereinafter referred to as the
 said ongoing project, which ongoing project land forming
 part of the said property described in second schedule
 hereunder written. As a part of its ongoing development
 project, the Developers have commenced construction of
 buildings known as "GUNDECHA TRILLIUM" consisting
 of three multistoried buildings at the location shown by
 Black Colour hatch line outline on the plan being Annexure
 "F" hereto and hereinafter referred to as the said buildings,
 consisting basement and ground/stilt/podiums and ____

upper floor as per the plans, designs and specifications duly approved by the Municipal Corporation of Greater Mumbai (MCGM) and other local authorities from time to time which have been seen and approved by the Flat Purchaser/s with such variations and modifications as the Developer may consider necessary and/or as may be required by the concerned local authority/Government to be made in them or any of them. Provided that the Developer shall obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the area, specification or amenities of the said Flat agreed to be acquired by the Purchaser/s under this Agreement except any alteration or addition required by any Government Authorities or due to any change in Law. Provided further, that, subject as aforesaid, the Developer shall have an unfettered right to construct additional floor/s or wing/s on/to the Said buildings or any other buildings and/or additional building constructed or to be constructed on said project land including club house, swimming pool and other recreation area/structure etc. on the said ongoing project land, without requiring any consent in that regard from the Flat Purchaser/s, inter alia, by utilizing any additional FSI including fungible FSI which is now available or which may become available in future, on account of increase in the basis FSI, or Fungible FSI or on payment of premium, or by virtue of acquisition by the Developer, of Transferable Development Rights of any other property / properties (TDR-FSI) under the provisions of the Development Control Regulations in force in Brihanmumbai and/or any other rules and regulations prevailing at the relevant time, or in any other manner whatsoever, (hereinafter collectively referred to as the "Maximum FSI Potential), of the said ongoing project land. In the event of any additional floors being constructed on the top of the terrace of the said buildings as presently planned, the new top terrace (i.e. the terrace on the top of the newly constructed floors) shall belong to the such co-operative society of the Flat Purchasers of the said building which will be, inter alia formed as provided herein.

3. The said three multistory buildings, being building No. B2 on the said ongoing project Land, which are under constructions and one bearing Wing No. A1, A2 and comprise of Basement + Ground + 21 upper floors, second bearing Wing No. B comprises of Basement + Podium + Ground + 20 upper floors, and third bearing wing No. C comprises of Basement + Podium + 20 upper floors, consisting of residential flats and parking space within the compound of the said building, and/or within the vicinity of said project land.
4. So long as it does not in any way affect or prejudice the right or interest of the Purchaser/s Flat in respect of the said Flat, the Developer shall be at liberty to sell, transfer, give on lease or leave and license basis, create security by way of mortgage, charge, lien or in any other manner deal with all other flats and spaces in the said Buildings or otherwise deal with its right, title and interest in the said project land property and/or in the said building in any manner it may deem proper.
5. The Flat Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser, subject to what has been recited hereinabove and stipulated hereinafter, on ownership basis a residential Flat i.e. premise bearing Flat No. ____ on __ floor of wing ____ admeasuring ____ sq. ft. carpet area i.e. (____ sq. ft. built up area) (including the area of the balconies) of said "GUNDECHA TRILIUM, now under construction upon the said project land, which flat is shown on the floor plan thereof hereto annexed and marked Annexure 'J' by Red hatched lines, (hereinafter referred to as the said Flat), at or for the consideration of Rs. ____/- (Rupees _____ only) which includes the cost of allotment of ____ car parking space at stack/podium/stilt/basement and also include the proportionate price of the common/limited common areas and facilities appurtenant to the said Flat, the nature, extent and description of which common/limited common areas and facilities which are more particularly described in the Fourth schedule hereunder written. Payable as mentioned in clause six below;

The carpet area of the said Flat shall deem to mean and include net useable floor area of an Flat excluding the area covered by the external walls, areas under service shafts and excluding exclusive open terrace area, but includes the area covered by internal partition walls of the said Flat. Provided that in case there is any change/modification in taxes viz; enhancement in taxes hereafter the same shall be added to the consideration amount. The consideration amount of Rs. _____/- is exclusive of Development Charges, Value Added Tax, Service Tax, other levies share application money and other fees/charges etc. which are being separately collected/charged and purchaser hereby agrees and confirm the same and shall pay all such amounts of taxes levies, services tax development charges, VAT and or other Government Taxes, fees, shares money etc. which shall be solely born and paid by the Purchasers. The percentage of undivided interest of the Purchaser in the common areas and facilities, amenities, fixtures, fittings common passages, water tanks, pump rooms, compound open areas, lifts, staircases, lobbies, landings, internal access roads and other areas and services limited or otherwise-pertaining to the said Flat more particularly described in the **Fifth Schedule** hereunder written (hereinafter referred to as the "Common Areas") shall be in the proportion to the carpet area of the said flat to the total carpet area of construction in the whole of the said Building. The said consideration is exclusive of any levies Taxes, Service Tax, VAT and royalty etc. of any nature whatsoever as are or may be applicable and/or payable hereunder in respect of said Flat or otherwise, now or in future. together with the exclusive right of use in respect of car parking within the vicinity of said building, The Purchaser agrees and confirm that all sums, Taxes and levies including Service Tax, VAT etc. shall be solely born and paid by the Purchaser. The proportionate share of the Flat Purchaser/s in the said common areas and facilities is liable to be increased or decreased in the event of there being a change/s in the building plans. It is specifically agreed that the apportionment of the proportionate price of common amenities is notional and the same is not subject to change

even if the percentage of the undivided share of the said Flat in the common areas and facilities increases or decreases, the intent of the parties being that the said Flat is being sold to and purchased by the purchaser with all the appurtenant rights for the said price. The flat purchaser/s expressly consent/s to such changes in the said share and hereby expressly authorizes the Developer to so increase the said share of the Flat Purchaser/s in the said common areas and facilities and limited common areas and facilities of the said building and the Purchaser hereby irrevocably agreed to accept the said shares as changed as aforesaid. The said Flat, together with the said car parking space and the proportionate interest in the common areas and facilities are hereinafter collectively referred to as the said Flat.

6. The Flat Purchaser/s has/have, at or before the execution hereof, paid to the Developer a sum of Rs. _____/- (Rupees _____ only) as amount of advance payment towards the said price of the Flat, by a cheque drawn in favour of Developer as well as further sum of Rs _____ being the amount of Service Tax etc. by cheque _____ also drawn in favour of the Developer (the payment and receipt whereof the Developer doth hereby admit and acknowledge). The balance consideration of Rs. _____/- (Rupees _____ only) as well as applicable service tax and/or any other levies taxes and charges as aforesaid towards the purchase of said Flat shall be paid by the Purchaser/s to the Developer in the manner set out in **Annexure "K"** hereto being payment plan.

7. As per Income Tax Act an amount of 1% out of total consideration amount is required to be deducted as TDS under section 194 I-A of Income Tax Act, 1961 by Purchaser/s and the same is to be deducted from each of installment amount and to be paid by Purchaser/s to the I. T. Department directly on behalf of the Developers and after deducting the said amount of 1% of consideration amount the Purchaser/s shall pay the consideration amount to the

Developers and shall immediately issue TDS certificate to the Developers.

8. The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authorities from time to time. The Developers while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by any statutory authorities, the Developers shall enclose a copy of the notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser and the Purchaser hereby agree and undertake to pay the same without any demur or objection to the Developers.
9. In the event the Purchaser offer to prepond the payment of the entire consideration amount or any installments and seek discount in price, the Developer may in its sole discretion give rebate in the consideration amount as to be mutually agreed upon by and between the Developers and the Purchasers.
10. It is hereby expressly agreed that the time for payment of the purchase price and other payments (including deposits, taxes, levies and outgoings) as specified in this agreement shall be the essence of the contract. The Developer shall have a first lien and charge on the said Flat in respect of the all unpaid installments and any other amount remaining unpaid by the Purchaser under the terms and conditions of this agreement. It is an essential and integral term and condition of this agreement that the interest or title in respect of the said Flat under this agreement shall be created in favour of the Purchaser, only if the full amount of the said purchase price, by installments aforesaid, as well as all other amounts payable by the Purchaser/s in pursuance hereof, are paid by the Purchaser to the Developer, in terms of this agreement.
11. The specifications and amenities to be provided in the said Flat shall be as per the particulars setout in **Annexture "L"** hereto annexed. The Flat Purchaser/s has/have satisfied

himself/ herself /itself/themselves about the design of the said Flat and also about the specifications and amenities to be provided therein.

12. The Developer has informed the Flat Purchaser/s and the Flat Purchaser/s is /are aware of the following:

- (i) That Developers have duly constructed and completed construction of the Building known as 'Gundecha Premiere' on CTS No.168/10/1 of said property & Gundecha Solitaire on C.T.S. No. 168/1.
- (ii) The reservation for municipal primary school, secondary school, play ground, and PH Buildings upon the portions reserve out of the said property, shall be exclusively for the use of said reservations and shall thus together with said Temple Property cease to be a part of the said property. Consequently the said portion as aforesaid of said Reservations and Temple Property shall not be a part of the property to be convey to the respective co-operative societies and/or Apex Body and/or "Federation" of the Co-operative Societies (hereinafter referred to as the "Federation") to be formed or otherwise also as mentioned herein. The PH building has been constructed on the portion of said property has been handed over to the MCGM .
- (iii) The Developer and/or said concern Authorities and/or nominee of the Builder of aforesaid schools shall be entitled to use the said portion of said property for any purpose/purposes as may be desired by them in accordance with Law and shall be entitled to carry out any additions or alterations thereupon and entitled to construct such structures and/or one or more buildings to be constructed and/or to carry out or permit to be carried out of additional construction thereupon.
- (iv) The Developer and/or its nominee shall be entitled to handover the said schools Education buildings, Play Ground togetherwith its property to any person or persons, and/or any third party, or legal entity for operation, management and maintenance thereof or otherwise as absolute owner thereof or otherwise.

- (v) Developer shall have the right to connect the drainage system of the aforesaid portion of Reserved properties including PH Building to the drainage system of the remaining portion of the said property (i.e. property being developed by the Developer); in which event the maintenance of the drainage system of said portion of Reservation shall be by the respective societies and/or said federation.
- (vi) M.C.G.M. shall be entitled to use the PH property for any purpose/ purposes as may be desired by and shall be entitled to carryout any additions or alteration to the said PH Building and/or to carryout or permit to be carried out of additional construction on PH Building in accordance with law.
13. That all the children's of the members of respective societies of said various buildings constructed upon said larger property and who are residing in their respective flats shall be entitled to the preferential admission on priority basis in said school, however admission of such preferential and/or priority shall be subject to the Rules, Regulations, Policy framed and/or adopted with regard to said admission by the Developers and/or said Trust or their nominees as the case may be and subject to the compliance of require procedure in all respect in the matter of such admission.
14. The Purchaser is aware that the Developer is constructing Buildings including the said Building and may construct further upper floors on the said buildings and/or additional buildings by using the available and/or acquired FSI/TDR/ including fungible FSI or any other available means of development. The Purchaser hereby accords his/her/their irrevocable consent to the Developer to the construction of the additional Buildings on the said property and/or the upper floors on the buildings. The Purchaser has no objection and undertakes not to raise any objection to the construction of the Buildings on the property and/or the upper floors on the said buildings. The Developer shall, however, ensure that the free ingress to and egress of the Purchaser from the said Flat is not adversely affected. It is

further agreed that in the event of the Purchaser disputing the rights of the Developer then in such case the Developer shall have right to terminate this Agreement notwithstanding the fact that the Purchaser has paid the full consideration amount and/or has been put into possession of the Flat. The Developer shall incorporate requisite covenants in the Deed of Transfer if any, executed in favour of the society of the Flat Purchaser and/or said federation /Apex Body as the case may be reserving their rights in the property for the aforesaid purpose and the Purchaser hereby accords his consent for the same. The Flat Purchaser hereby agree to give all facilities and co-operation as the Developer may require from time to time, both prior to and after taking possession of the said flat, so as to enable the Developer to complete the development of said property and/or any portion/portions thereof smoothly and in the manner determined by the Developer.

15. The Purchaser shall not make any claim for damages or abatement in the agreed purchase price on any account whatsoever, including interalia the facts such as:

- (a) The Flat Purchaser/s will have to bear the inconvenience, noise, irritation and nuisance, which would be caused when the Developer undertakes the phasewise construction of the other buildings/ wings or the Buildings presently under construction or the buildings in subsequent Phases; for which the Developer shall be entitled to use the internal roads of the said project , for transporting building materials and labour, and if necessary, to barricade any portion of the internal roads and the Purchaser/s shall not be entitled to object to the same.
- (b) The Developer may retain for itself and may not sell to others and may let/ lease out or give on Leave and License basis, some or even substantial number of Flat in the said Building.

16. The Developer has informed the Flat Purchaser/s and the Flat Purchaser/s is/are aware that the Developer proposes

and is entitled to develop the said Property, interalia, by constructing multi storeyed buildings in a phased manner, as may be determined by the Developer in its absolute discretion from time to time. For the purpose aforesaid, the Developer shall be absolutely entitled to (a) utilize the 'Maximum Potential FSI' (b) amend the layout plans and/or the building plans as decided by the Developer in its sole discretion, from time to time (c) shift/ remove/ modify / reduce the common amenities and facilities to be provided in the said building/ project . The Flat Purchaser/s hereby irrevocably agree/s not to raise any objection or create hindrance in the Developer developing the Said Property in a phased manner and carrying out, from time to time, any variations, amendments and for alterations in the layout plans and/or the building plans as aforesaid. The flat Purchaser/s hereby agree/s to give all facilities and co-operation as the Developer may require from time to time, both prior to and after taking possession of the said flat, so as to enable the Developer to complete the development of the said Property and/or any portion/portions thereof smoothly and in the manner determined by the Developer in all respect.

17. (a) The Developer shall, at all times, be entitled to install the logos and/or name boards and /or put up advertisements boards/hoarding etc. of the Developer, and /or its Group Companies. (hereinafter referred to as "the displays") with various devices (including electronic, laser and neon signs) on the Said Property, including in one or more places in the Said Building or buildings therein including, the façade, the terrace of the Said Building or buildings and the compound walls and /or any parts of the Said Building, of said project land if it so desires. The Developer and/or its affiliates and/or its Group Companies/entities will not be liable to make any payment of any nature to the Flat Purchaser/s or to the 'Society' or the said Apex Body/Federation' in respect of the said displays.
- (b) The Developer shall be entitled to exploit the said right of display, notwithstanding what is stated elsewhere in this

Agreement and at all times, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the displays and the communication equipment, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, the electricity supply company or any other Authority, the State Government, the Central Government and other concerned Authorities, in their own right, for the purpose of obtaining licenses and other permissions and entitlements, in their own name for exploiting the said rights aforesaid and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all Municipal Rates and Taxes, License Fees, entitlement fees and other payments as may become payable to the M.C.G.M. the State Government, the Central Government and/or other concerned Authorities as charges and/or License Fees charged for the purpose of exploiting the said rights.

- (c) The Flat Purchaser/s and the occupants of the various flat in the Said Building and/or buildings and the Society/s or the Federation and/or said Apex Body shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Developer, all necessary co-operation for enabling the Developer to install, maintain repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights, including by use of the common areas and facilities of the Said Building for ingress and egress to and from the area in which such displays or communication displays are installed, and shall ensure that no damage is done to the display and /or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Documents of Transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in

respect of the said rights. The Flat Purchaser expressly and irrevocable consent/s to the same.

18. It is also expressly agreed and understood that, the Developer shall be entitled to construct one or more additional floor/s and or additional wing/s on/to the Said Building as presently planned or on/to any other building, upper structures or to construct additional buildings, education Building, club houses recreation centre etc. anywhere on the Said Property including ongoing project land by the use of the Maximum Potential FSI and for that purpose to amend the layout/building plans; and the Flat purchasers in the Said Building shall not be entitled to object to the same. Further the Developer shall be entitled to dispose of the Flat in such additional floors/ wings/ buildings to any person or party whomsoever, at such consideration and on such terms and conditions as the Developer may, in its absolute discretion, deem fit. If such additional floors/ wings are constructed on or to the Said Building, or disposed off after the formation and registration of the Cooperative Society of flat purchasers in the Said Building, such Co-Operative Society shall be bound to admit the purchaser/s of such additional flats as its members, subject to the payment of the share money, application fee, deposits but without payment of any additional money by way of transfer fee or otherwise.

19. The Developer has informed the Flat Purchaser that the Developer is to entitled to create security, on its receivables from the Said Property in favour of Bank and/or any financial institutions by way of an English Mortgage and entitled to, if require, avail financial Loan, and Purchaser/s hereby confirm/s that the Developer has an unfettered right to raise any loan against Developer its rights in the said Property and the buildings under construction/ to be constructed thereon or Flat in the said buildings and to mortgage the same and/or create any charge, lien or encumbrances in respect thereof in favour of any bank or banks or financial institutions or any other concerned parties and flat Purchaser/s also confirms having given,

consent to the Developer to create collateral security in respect of the said Project Property and/or the building under construction thereon or any part thereof, in favour of any bank or banks or financial institutions or any other concerned parties. It is further expressly agreed and understood by and between the parties hereto that any such loan liability or facility granted to the Developer in so far as the same pertain to or affects the said flat directly, shall be discharged and cleared by the Developer, at its own cost and expenses, before the possession of the said Flat is handed over to the Purchaser in terms of this Agreement, so that the said Flat will become free from encumbrances before possession thereof is handed over to the Flat Purchaser/s.

20. It is expressly agreed that the said Flat shall contain the specifications, fixtures, fittings and amenities to be provided by the Developers in the said Flat are those that are set out in Annexure "L" hereto (hereinafter referred to as "the said Internal Amenities") and the Purchaser/s confirm/s that the Developers shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat. It is specifically agreed between the Parties hereto that the Developers shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developers. If any changes as aforesaid becomes necessary, the Developers shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developers to offer possession of the said Flat on the specified date. The Developers shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.
21. The Developers shall confirm the final carpet area that which has been allotted to the Purchaser after the

construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. Subject to the variation of 3 (three) percent, the total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by the Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Developers shall demand the same from the Purchaser and the Purchaser hereby agree and covenant to pay the same to the Developers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at Rs. ____/- per sq. ft. of carpet area, being the agreed rate.

22. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter; and shall, before handing over possession of the said Flat to the Purchaser for occupation, obtain from the concerned local authority occupation (including part occupation) in respect of the Said Building.
23. The Developer hereby declares that the area of the Said Property are as per P.R. Card mentioned herein and that the entire 'Maximum FSI Potential' of the Said Property will be utilized by the Developer in the buildings to be constructed on the said Property, and/or upon said Project Land in the manner sanctioned by the Municipal Corporation of Greater Mumbai and that no part of the said floor space index shall be utilized by the Developer elsewhere for any purpose whatsoever. The residual Maximum FSI Potential of the Said Property which is not consumed, will always be available to the Developer. It is hereby specifically agreed by and between the parties hereto that the Developer shall have an absolute right to utilize, on the said Property, and/or upon project land, in whatsoever manner it may deem fit, at any time