

ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____
BETWEEN WADHWA RESIDENCY PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at 301, Platina, Plot No. C-59, G-Block, BKC, Bandra (East), Mumbai – 400 098 (hereinafter referred to as “**the Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title) of the **ONE PART**

AND

_____ of Indian Inhabitant residing at/ having his/her/their address at _____, hereinafter referred to as “**the Flat Purchaser/s**” (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART**:

W H E R E A S:-

- A. By and under an Indenture dated 11th July 1955 executed by and between Godrej & Boyce Manufacturing Company Limited (“**Godrej**”) and Asbestos Magnesia & Friction Materials Limited (“**AMFM**”) and registered with the Sub-Registrar of Assurance at Mumbai under Serial No. 5479 of 1955, Godrej granted, conveyed and assured in favour of AMFM a piece and parcel of land admeasuring in aggregate 26,226.75 sq. yards (equivalent to about 21,928.80 sq. meters) situate, lying and being off and to the East of the Bombay Agra Road in the village Vikhroli, Turuf Marole, Taluka Salsette, Registration Sub-District of Bandra, District Mumbai Suburban (now forming part of Greater Mumbai) and more particularly described in the First Schedule thereunder written and in the **First Schedule** hereunder written (hereinafter referred to as “**Part A Property**”) for the consideration and on the terms and conditions more particularly setout therein.
- B. By and under a Sub-Lease dated 11th July 1955 executed by and between Godrej (therein referred to as the Sub-Lessor) and AMFM and registered with the Sub-Registrar of Assurance at Mumbai under Serial No. 5477 of 1955,

Godrej demised in favour of AMFM for the residue of the term 'in' perpetuity granted by the Instrument dated 7th July 1835 and 30th November 1837 (therein collectively referred to as "the said Lease") piece and parcel of land admeasuring in aggregate 58,439.25 sq. yards (equivalent to 48862.45 square meters) situate lying and being off and to the East of the Bombay Agra Road in the village Vikhroli, Turuf Marole, Taluka Salsette, Registration Sub-District of Bandra, District Mumbai Suburban (now forming part of Greater Mumbai) and more particularly described in the First Schedule thereunder written and secondly all those three pieces of land or ground situate at Vikhroli within Greater Bombay containing by admeasurement in aggregate an area of 1270 ½ sq. yards or thereabouts forming part of Part A Property and more particularly described in the second schedule thereunder written (hereinafter referred to as "**Part B Property**"), and more particularly described in the **Second Schedule** hereunder written for the consideration and on the terms and conditions more particularly setout therein.

- C. By and under an Indenture dated 27th November 1964 executed by and between AMFM (therein referred to as the Vendor) and Hindustan Ferodo Limited (HFL) (therein referred to as the Purchaser and then known as Hindustan Composites Limited-(HCL)) and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 692 of 1965, AMFM
- (i) granted, conveyed and assured, in favour of the HFL, Part A Property which is more particularly described Firstly in Third Schedule thereunder written and First Schedule hereunder written together with the building constructed thereon by AMFM.
 - (ii) granted, conveyed and assured, in favour of the HFL, another land admeasuring 2314 square yards (equivalent to 1934.80 sq.meters) bearing Survey No. 52 (part) situate lying and being off and to the East of the Bombay Agra Road in the village Vikhroli, Turuf Marole, Taluka Kurla, Registration Sub-District of Bandra, District Mumbai Suburban and more particularly described Firstly in Third Schedule thereunder written (hereinafter referred to as "**Part C Property**") together with the

building constructed thereon by AMFM and more particularly described in the **First Schedule** hereunder written;

- (iii) assigned and transferred in favour of the HFL, Part B Property, which is more particularly described in First Schedule thereunder written and Second Schedule hereunder written together with the building constructed thereon by AMFM.
 - (iv) assigned and transferred in favour of the HFL all those pieces and parcels of land admeasuring 1270.50 sq.yards or thereabout more particularly described in Second Schedule thereunder written and forming part of Part A Property hereunder for the consideration and subject to the terms and conditions more particularly setout therein.
- D. By and under Indenture dated 28th January 1967 executed by and between Godrej (therein referred to as the Vendor), AMFM (therein referred to as the Confirming Party) and Hindustan Ferodo Limited (therein referred to as the Purchaser and then known as Hindustan Composites Limited) and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 396 of 1967, Godrej also granted, conveyed and assured in favour of the HFL the said Part C Property and AMFM had confirmed the same, for the consideration and on the terms and conditions more particularly setout therein.
- E. In the circumstance, Hindustan Ferodo Limited (then known as Hindustan Composites Limited) became seized and possessed of Part A Property, Part B Property and Part C Property collectively admeasuring in aggregate 86,980 square yards (equivalent to 72,726.05 square meters or thereabouts) in the manner provided for in the aforesaid documents.
- F. Part A Property, Part B Property and Part C Property are hereinafter collectively referred to as “**the Original Property**”. The Original Property together constitute one composite property, which has been allotted CTS Nos. 50, 50/1 to 50/7 and 50/35 to 50/44 and admeasure, as per City Survey

Records, 71,145.50 sq. meters or thereabouts. A more particular description of the Original Property, is given Firstly in the **Third Schedule** hereunder written and is shown on the plan annexed hereto and marked as **Annexure “A”**.

- G. Copy of the Layout Plan of the entire large layout with the Blocks therein is shown and marked as **Annexure ‘B’** and the copy of the Property Register Cards in respect of the Original Property are annexed hereto and marked as **Annexure C**.
- H. HFL, since the time it stood possessed of the Original Property, was running its factory / industrial establishment on the Original Property till 2nd August, 2006.
- I. By an Order No. AVC/LNDC/A 5997 dated 20th April 1970 passed by the Deputy Collector, Mumbai, HFL was authorized non-agricultural use of the Original Property on the terms and conditions setout therein.
- J. Pursuant to an application made by HCL, the Commissioner of Labour, Government of Maharashtra, Mumbai has, by and under its Order dated 2nd August 2006, granted permission under Section 25-O(1) of the Industrial Disputes Act, 1947, for closure of the HCL’s factory / industrial establishment which was located on the Original Property. Pursuant to the said Order, the Vendor(i.e. HCL) has closed its factory/ industrial establishment. HCL has paid all the labour dues in accordance with the Minutes of the Order dated 21 November 2006 passed in Writ Petition No. 2112 of 2006 filed in the High Court at Bombay.
- K. By an Indenture dated 18th January 2010 between Hindustan Composites Limited (therein referred to as the Vendor) and Raghuleela Lessors and Developers Private Limited (therein referred to as the Purchaser), HCL did thereby convey, transfer and assign all that piece and parcel of land bearing CTS Nos. 50, 50/1 to 50/7 and 50/35 to 50/44 admeasuring 71,145.50 sq. meters or thereabouts together with the structures standing thereon situate,

lying and being at Village Vikhroli, Taluka Ghatkopar in the Registration District and Sub- District and Sub-District of Mumbai City. The said Indenture is duly stamped and registered with Sub-Registrar of Assurances Kurla-3 under No.BDR13-00650-2010 dated 18 January 2010.

- L. By a Deed of Mortgage dated 18th January 2010 made between Raghuleela Lessors and Developers Private Limited as the Mortgagor of the One Part and Indiabulls Financial Services Limited, therein and herein referred to as the “Mortgagee” of the Other Part and registered with the Sub- Registrar of Assurances, Kurla-3, under Serial No.BDR-13/00662/2010, Raghuleela Lessors and Developers Private Limited has in consideration of the loan/financial assistance availed to the limit of Rs.460 Crores (Rupees Four Hundred and Sixty Crores Only) granted/sanctioned by the Mortgagee to Raghuleela Lessors and Developers Private Limited, mortgaged/charged the Larger Property (as defined hereafter), in the manner and on the terms and conditions therein contained.
- M. The Promoters represented to the Purchaser/s that the total area of the said Original Property is admeasuring 71804.30 sq.mtrs. as per the Property Card, out of which 14461.80 sq.mtrs. is to be handed over to MCGM against D. P. Road/R.G. reservation. Therefore, the net area of the said Original Property available for development is admeasuring 57342.50 sq.mtrs, which Property is herein referred to as “**said Larger Property,**” which Larger Property is more particularly described **Secondly** in the **Third Schedule** hereunder written. The Promoters have evolved a scheme of development of the said Larger Property by constructing Residential Buildings Vista, Boulevard, Panorama and Promenade, all to be collectively known as “The Address.”
- N. By a Deed of Release of Mortgage dated 10th October, 2014 executed by and between Indiabulls Financial Services Limited, therein referred to as the Releaser and the Promoters herein, therein referred to as the Releasee, registered with the office of the Sub-Registrar at Kurla-3 bearing No.KRL3-8461-2014, the Promoters had paid entire loan amount stated in the aforesaid Deed of Mortgage dated 18th January, 2010.

- O. By and under a Debenture Subscription Agreement (**“the DSA”**) dated 6th March, 2014 executed by and between Reliance Capital Limited (**“RCL”**), Wadhwa Group Holdings Private Limited, The Portfolio Management Clients of Reliance Capital Asset Management Limited – PMS Division represented by Reliance Capital Asset Management Limited (**“RCAM”**) and the Promoters herein, RCL and RCAM have invested an amount of INR 77,93,46,600/- (Rupees seventy seven crore ninety three lakh forty six thousand and six hundred) by subscribing to 77,93,466 senior fully secured non-convertible redeemable debentures of the face value of INR 100/- (Rupees One hundred) each (**“the NCDs”**) in the manner and on the terms and conditions provided in the DSA. The NCDs can be transferred by RCL to any of its affiliates or group companies. RCL and all such transferees to whom the NCDs are transferred from time to time and all such persons holding the NCDs or any of them from time to time are hereinafter referred to as **“the Debenture Holders”**).
- P. Simultaneously, the Parties to the DSA and IDBI Trusteeship Services Limited (**“the Debenture Trustee”**) have also executed a Debenture Trust Deed dated 7th March, 2014 (**“the DTD”**) registered with the office of the sub-registrar of assurances at Nahur under serial No. 2241 of 2014. Under the DTD, the Debenture Holders have a right under certain circumstances, to be exercised through the Debenture Trustee in the manner provided in the DSA and the DTD, to sell inter-alia certain identified units (**“REL Mortgaged Premises”**) (which excludes the said Premises which is the subject matter of this MOFA Agreement) as set out in the said DTD.
- Q. By and under a Term Loan Facility Agreement dated 31 July 2014 (**“TLFA”**) entered into between the Promoters of One Part, IDBI Trusteeship Services Ltd (as Security Trustee and Facility Agent) of Second and Third Part, Standard Chartered Bank (as Arranger-1) and KKR Capital Markets India Pvt. Ltd. (as Arranger-2) and Ors., Arranger 1 and Arranger 2 have jointly provided a Term Loan Facility of Rs. 650,00,00,000/- (Rupees Six hundred and fifty crores). Pursuant to the said TLFA, the parties have also executed a Deed of Mortgage cum Charge dated 31 July 2014 (**“DOMC”**) entered into between

the Promoters of One Part and IDBI Trusteeship Services Ltd of Second Part, the Promoters have mortgaged the said Development (excluding the said REL Mortgaged Premises).

- R. By a Deed of Reconveyance dated 28th July, 2015 executed by and between IDBI Trusteeship Services Ltd, therein referred to as the Security Trustee and the Promoters herein, therein referred to as the Mortgagor, registered with the office of the Sub-Registrar at Kurla-1 bearing No.KRL1-8047-2015, the Promoters have repaid the entire outstanding loan of Rs.650,00,00,000/- (Rupees Six Hundred And Fifty Crores Only) more particularly setout in TLFA and DOMC and accordingly the Security Trustee have reassigned, retransferred, reassured and released the Property setout in TLFA and DOMC.
- S. By and under a Debenture Trust Deed dated 30th September, 2014 executed by and between the Promoters herein, therein referred to as the Company, IDBI Trusteeship Services Limited, therein referred to as the Trustee and Wadhwa Group Holdings Pvt. Ltd., Mr. Vijay Wadhwa and Mr. Navin Makhija, the Guarantors therein, the Debenture Holders have agreed to invest an amount of Rs.100,00,00,000/- (Rupees One Hundred Crore Only) by subscribing to 1000 fully secured non-convertible redeemable debentures of the face value of INR 10,00,000/- (Rupees Ten Lacs Only) each in the manner and on the terms and conditions provided in the aforesaid Debenture Trust Deed.
- T. By a Deed of Reconveyance dated 28th July, 2015 executed by and between IDBI Trusteeship Services Ltd, therein referred to as the Debenture Trustee, the Promoters herein, therein referred to as the Mortgagor and Mr. Vijay Wadhwa and Mr. Navin Makhija, therein referred to as the Guarantors, registered with the office of the Sub-Registrar at Kurla-1 bearing No.KRL1-8048-2015, the Promoters have redeemed all the issued and allotted debentures as per the terms and conditions more particularly setout in the Debenture Trust Deed dated 30th September, 2014 and accordingly the

Debenture Trustee have reassigned, retransferred, reassured and released the Property setout in Debenture Trust Deed dated 30th September, 2014.

- U. By an Indenture of Mortgage and Charge dated 31st July, 2015 made between the Promoters herein, as the Borrower of the One Part and Bank of Baroda, therein referred to as the Lender of the Other Part and registered with the Sub- Registrar of Assurances, Kurla-3, under Serial No.KRL-3/5754/2015, the Lender therein had provided financial assistance more particularly setout therein and in lieu thereof the Promoters herein have agreed to assign, convey, assure and transfer unto the Lender therein on a first charge basis by way of continuing security on the property setout therein upon the terms and conditions setout therein.
- V. By an Indenture of Mortgage and Charge dated 7th June, 2017 made between the Promoters herein, as the Borrower of the One Part and Aditya Birla Finance Ltd. and Aditya Birla Housing Finance Ltd., therein referred to as the Lender of the Other Part and registered with the Sub-Registrar of Assurances, Kurla-2, under Serial No.KRL-2/5883/2017, the Promoter has mortgaged certain flats located on 15 to 22nd floors in the building “Promenade-2, 3 and 4” (details whereof are mentioned in the said Mortgage Deed) alongwith the associated development rights upon the terms and conditions setout therein.
- W. The Registrar of Companies, Maharashtra, Mumbai, has issued a change of name certificate dated 5th February 2010, certifying that the name of the aforesaid “Raghuleela Lessors and Developers Private Limited” has changed to “Wadhwa Residency Private Limited” (the Promoters herein) in pursuance of Section 23(1) of the Companies Act, 1956.
- X. The Property Register Cards in respect of the Original Property bearing CTS No.50, 50 /1 to 50 /7 and 50 /35 to 50/44 all of Vikhroli Division reflects the name of Wadhwa Residency Private Limited, as the owner/holder thereof.
- Y. The Promoters proposed to develop the Original Property as a common layout. The Original Property was earlier in the “Industrial Zone” and wide an

order dated 24th February 2010 from Municipal Corporation of Greater Mumbai (**MCGM**) bearing No. CHE/1523/DPES it has been converted to the "Residential Zone";

- Z. The Promoters had envisaged a scheme of development by utilizing the entire available and permissible FSI of the said Original Property described Firstly in the Third Schedule, by constructing 1 residential building/s on North/East side of the said Original Property which is delineated on the layout plan annexed hereto and marked as **Annexure 'D'** and thereon shown surrounded by red colour boundary line to be known as "**Panorama**" having basement, podium, stilts and 21 upper floors and 3 residential/s building on South/East side of the said Larger Property delineated on the layout plan annexed hereto and marked as **Annexure 'E'** and thereon shown surrounded by blue colour boundary line to be known as "**Vista**" having basement, podium, stilts and 21 upper floors and 4 residential/s building on North side of the said Larger Property delineated on the layout plan annexed hereto and marked as **Annexure 'F1'** and thereon shown surrounded by Purple colour boundary line to be known as "**Promenade**" having basement, stilts, and 22 upper floors and 4 residential/s building on North side of the said Larger Property delineated on the layout plan annexed hereto and marked as **Annexure 'F'** and thereon shown surrounded by Green colour boundary line to be known as "**Boulevard**" having basement, podium, stilts and 28 upper floors. As stated earlier the Promoters are developing the said Larger Property by constructing the aforesaid buildings thereon to be known as Vista, Boulevard, Panorama and Promenade, as more particularly shown in the Layout annexed hereto and marked as Annexure B.
- AA. The buildings Vista, Boulevard and Panorama **are completed** and the Building Proposal Department of the Municipal Corporation of Greater Mumbai has issued the **Occupation Certificate** of those buildings. The Promoters are **now constructing** the building "**Promenade**" as is independently shown in Annexure F1. The said building "Promenade" shall have basement, stilt plus 22 upper floors as may be permissible by utilising

the balance complete development potential and/or the remaining balance development potential of the said Larger Property. The entire project consisting of the buildings Vista, Boulevard, Panorama and Promenade are part of the Project "THE ADDRESS" (hereinafter referred to as "**said Development**").

- BB. The Promoters have got approved from the concerned local authority the plans, specifications, elevations, sections and details of the residential buildings and the MCGM has issued Intimation of Disapproval and Commencement Certificate (CC). Copies of the said I.O.D. and C.C. in respect of the said Development have been annexed hereto and marked **Annexure "G" and "H"**, respectively;
- CC. The Promoters have entered into a prescribed Agreement with the Architect, Shakti Parmar & Associates and DSP Design Associates registered with the Council of Architects and also appointed M/s. Larsen & Tubro and Mr. Niranjana Pandya as Structural Engineers for preparing structural designs and drawings and specifications of the said Development to be constructed on the said Property and the Flat Purchaser/s accept the professional supervision of the said Architect and the said structural Engineer till the completion of the said buildings unless otherwise changed;
- DD. The Promoters shall be at liberty to get the benefit of Transfer of Development Rights (**TDR**) and also by purchasing the FSI of any other reserved plots/slums, nallas, public amenities which is adjacent, appurtenant to or surrounded by the existing Plot, roads or any such rights to load, utilise and consume it in the proposed development on the said Development as permissible by the MCGM, D.C. Rules and Regulations and other applicable laws from time to time;
- EE. The Promoters are entitled to and enjoined upon to construct the said buildings by utilizing the full permissible FSI, FSI by way of TDR, additional FSI purchased from government agencies, incentive/additional FSI on built-up Public-parking area or any FSI generated under any statutory regulations from

time to time from the said Larger Property and sell flats, duplex flats, units etc. and reference to the Flat Purchaser/s in this Agreement means Purchaser/s of such premises;

- FF. The Flat Purchaser/s is/are informed and aware that, in accordance with Regulation No.33(24) of the Development Control Regulations for Greater Mumbai, 1991, the Promoters have built-up public car parking area by constructing 2 level basement and 2 level podium parking area under the RG side of the said Larger Property with separate access apart from the access of the said Development and handed over to the MCGM, free of cost and the same is operated and maintained by the MCGM. The Promoters are intending to reserve Parking spaces to be used exclusively by the general public (excluding the Flat Purchaser/s) having an access without infringing the private access of the occupant/s of the said Development. Upon the execution of this agreement, the Flat Purchaser/s hereby consents and shall not object to the said intention of the Promoters to reserve Parking spaces for general public which shall be a part of the said Development and further consented for availing incentive/additional FSI against the said Public parking area.
- GG. The Promoters are constructing building/s consisting of units for shops and convenience activity which the Promoters shall have exclusive right to allot/dispose on such terms and conditions, as it may deem fit so. Such building/s consisting of units for shops and convenience activity shall be accompanied with separate entry and exit being isolated from the flat Purchaser/s' buildings in the said Development.
- HH. The Promoters are constructing service apartment/ quarters/store room at such level of the respective buildings for the use by the domestic help/drivers/any other persons who are engaged in any kind of providing services to the flat Purchaser/s of the respective building/s, which the Promoters shall allot to the respective flat purchaser/s on such terms and conditions, as the Promoters may deem fit so. The said service apartment/ quarters/store room allotted by the Promoters to the respective flat purchaser/s shall be occupied / used by the flat purchaser/s restricted to the

purpose as allotted by the Promoters. Any change in the use and occupancy of the said service apartment/quarters/store room shall deprive the relevant flat purchaser/s right towards the said space and in such an event, the Promoters/Society shall have a right to take such actions such as restricted entry to and seizure of the said space by the Promoters/Society, in order to restrain the such flat purchaser/s for continuous use of the said space along with legal recourse to rectify the such change of use and occupation. However, allotment of such service apartments shall not empower any such membership rights to the allottees other than rights attached to the said Premises.

- II. As per the approved plans after deduction of club area, total RG provided is 13481.57 sq.mtrs., out of which paved RG provided is 4239.38 sq.mtrs. Hence, balance RG provided on ground is 483.22 sq.mtrs. and on podium top is 8758.97 sq.mtrs.
- JJ. The Flat Purchaser/s has/have demanded from the Promoters and the Promoters have given copies and inspection of originals available with them to the Flat Purchaser/s of all the documents of title relating to the said Larger Property, the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**the MOFA**") and the rules made thereunder.
- KK. A copy of the Certificate of Title issued by Kanga & Co., Advocates and Solicitors as well as copy of the floor plan of the said Premises agreed to be purchased by the Flat Purchaser/s approved by the concerned local authority have been annexed hereto and marked "**Annexures 'I' and 'J'**" respectively;
- LL. The Promoters have observed and performed all the terms and conditions of the concerned local authorities and/or the government and accordingly obtained **(i)** part Occupation Certificate bearing No. CE/6521/BPES/ AN dated

18th April, 2015 in respect of building “Vista”, Wings 1, 2 and 3 (Tower “B”); **(ii)** part Occupation Certificate bearing No.CE/6521/BPES/ AN dated 6th November, 2015 in respect of building “Boulevard”, Wings 3 and 4 (Tower “A”); **(iii)** part Occupation Certificate bearing No CE/6521/BPES/ AN dated 29th March 2016 in respect of building “Boulevard”, Wings 1 and 2 (Tower “A”); and **(iv)** part Occupation Certificate bearing No CE/6521/BPES/ AN dated 16th July, 2016 in respect of building “Panorama” (Tower ‘C’). The copies of the aforesaid part occupation certificates are annexed as **Annexure “J1”** collectively.

MM. The Construction of Vista, Boulevard and Panorama (**“Completed Buildings”**) are complete and MCGM has issued the respective occupation certificates. The Completed Buildings are occupied by the purchasers of the Promoters and any unsold unit/s therein may be sold by the Promoters at their discretion. Presently, separate societies of Vista and Boulevard have been formed and separate societies for Panorama and Promenade shall be formed by the Promoters. The Promoters are now constructing the balance building Promenade having plinth area of 2066.44 sq.mtrs. on the portion of the said Larger Property.

NN. The Promoters have represented to the Flat Purchaser/s that the total FSI generated for development and construction of the said Development arises: (i) out of the said Larger Property is 51608.25 sq.mtrs., (ii) by way of TDR purchased by the Promoters and utilized on the said Larger Property is 51608.25 sq.mtrs. (iii) by way of payment of premium to MCGM/Government is 28671.25 sq.mtrs., (iv) FSI generated on account of construction and handing over of public parking being 22550 sq.mtrs. and (v) fungible compensatory FSI is 31982.09 sq.mtrs. aggregating to 186419.84 sq.mtrs. (**“Total FSI”**). Out of the Total FSI, the Promoters have utilized:-

- (i) 123797.87 sq.mtrs. for construction of the Vista, Boulevard, Panorama including the common amenities of the said Development;
- (ii) 34374.38 sq.mtrs. for construction of Promenade;

- OO. After the construction of Promenade by utilising the FSI of the Real Estate Project there is a further potential to utilise further FSI of 28247.59 sq.mtrs. ("**Balance FSI**"). The Promoter shall utilize the Balance FSI for further construction in the Larger Property or in the Completed Buildings or in the building Promenade in accordance with law after registering the same as a separate Real Estate Project with the RERA Authorities at the discretion of the Promoters. It is further disclosed that if any further Balance FSI or the potential to load FSI shall be retained by the Promoters and shall be utilized on the said Larger Property or outside the said Larger Property at the sole discretion of the Promoters.
- PP. The Promoters represented to the Flat Purchaser/s that the Promoters have constructed certain common amenities including club more particularly shown in the layout plan and the same are setout in **Annexure "K"** hereto. These amenities are common for the said Buildings and shall be for the benefit of all the occupants of all the buildings of the said Development and the Flat Purchaser/s shall enjoy the said amenities upon handing over the possession of the said Premises (defined below) to the Flat Purchaser/s. It is clarified that some common amenities including the club is outside the Project land but within the vicinity of The Address constructed on the said Larger Property.
- QQ. The Flat Purchaser/s being fully satisfied in respect of the title of the Promoters to the said Larger Property including the right of the Promoters to develop the said Larger Property and further the right of the Promoters to construct the building Promenade has/have approached the Promoters and applied for purchase of Flat No. "_____" on the ____th floor in the Tower "**PROMENADE 1**" (hereinafter referred to as "**the said Premises**") and allotment of **01 (One) basement/stilt/podium/ open** car parking space no. :- _____, in the compound of the building to be known as "**PROMENADE**" (hereinafter to be referred to as "**the said Building**") in the project "**THE ADDRESS**" to be constructed on the said Larger Property;

- RR. The Flat Purchaser/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc.;
- SS. In the event, the Flat Purchaser/s being a Non Resident Indian (N.R.I.) intending to book and acquire a Residential premises/units from the said Promoters, then it shall be the sole responsibility of the Flat Purchaser/s to procure the necessary/statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a Residential premises/units. The Promoters shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective Flat Purchaser/s.
- TT. The Recreational Ground (RG) in the said large Layout shall be handed over to the MCGM and it shall remain the property of the MCGM. The MCGM shall be at its discretion to lease or sub-lease the same to us or to any other body/Authority for its operation and maintenance for public use.
- UU. The Promoter has registered the Project being the Project of construction of building Promenade consisting of 4 towers having basement, stilts and 21 (twenty one) upper floors being constructed on the portion of the said Larger Property having Plinth area of 2066.44 sq.mtrs. ("**Real Estate Project**") under the provisions of Real Estate (Regulation and Development) Act, 2016 with Real Estate Regulatory Authority at ____ No._____. The Promoters have disclosed the plinth area of the building Promenade as the plot area for registration of the Real Estate Project with the RERA authorities. The Promoters have not registered other buildings namely Vista, Boulevard and Panorama as the same are completed and occupation certificate are received and the buildings are occupied.
- VV. The Flat Purchaser(s) shall make payment towards the booking and purchase of the Sale Consideration amount(s) into the Account, bearing No. 29150200000153 with Bank of Baroda, Mumbai.

- WW. In accordance with the Real Estate Regulation & Development Act, 2016, Seventy Percent of the amount realized from the Flat Purchaser(s) shall be deposited in separate account and it shall be utilized towards the cost of construction and cost of Land as provided under RERA. The Promoter has opened such separate account which is bearing No._____ of the ____Bank.
- XX. Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act.
- YY. Relying upon the said applications, declaration and agreements herein contained, the Promoters agree to sell to the Flat Purchaser/s the said Premises at the price and on the terms and conditions hereinafter appearing.

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
2. The Promoters have commenced construction of 4 (four) buildings i.e. Vista, Boulevard, Panorama and Promenade on the said Larger Property by utilizing the Total FSI and have completed 3 (three) buildings and occupation certificates for those 3(three) completed buildings have been received. The details are as follows:-
 - a) 1 residential building/s on North/East side of the said Larger Property delineated on the layout plan annexed hereto and marked as Annexure D and thereon shown surrounded by red colour boundary line to be known as "**Panorama**" having basement, podium stilt and 21 upper floors;
 - b) 3 residential/s building on South/East side of the said Larger Property delineated on the layout plan annexed hereto and marked as Annexure E

and thereon shown surrounded by blue colour boundary line to be known as "**Vista**" having basement, , podium, stilts and 21 upper floors;

- c) 4 residential/s building on North side of the said Larger Property delineated on the layout plan annexed hereto and marked as Annexure F and thereon shown surrounded by Green colour boundary line to be known as "**Boulevard**" having Basements, stilts, podium and 28 upper floors;

3. The Promoters have further commenced the construction of 4 residential/s building known as "**Promenade** having basement, stilts and 22 upper floors on South/East side of the said Larger Property delineated on the layout plan annexed hereto and marked as Annexure F1 and thereon shown surrounded by purple colour boundary line;

4. As per the present construction plan, the construction of the aforesaid residential buildings i.e. Vista, Boulevard, Panorama and Promenade) they shall form one common layout having a common recreation garden, club house and a Mandir/s/Temple/s at the top podium level as common amenities provided on portion of the said Larger Property delineated on the layout plan annexed hereto as **Annexure "K"** and thereon shown surrounded by yellow colour boundary lines and the same shall be used and enjoy by the Flat Purchaser/s upon handing over the possession of the said Premises (defined below) in common with all the occupiers of the buildings of the said Development.

5. The Flat Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s a Flat No. "_____" on the "_____" floor **BHK** having carpet area admeasuring _____ sq. mtrs. as per definition under RERA as shown bounded by red colour boundary line on the typical floor plan thereof hereto annexed and marked **Annexure "J"** (hereinafter referred to as "**the said Premises**") in the building to be known as "**Promenade**" in the said Development hereinafter referred to as "**the said Building**") at and for the price of **Rs. _____/- (Rupees _____ Only)** (hereinafter referred to as the "**Sale Consideration**") including the proportionate price of the

common area and facilities appurtenant to the said Premises and forming part of the said Development. Hereinafter the building in which the said Premises is situated shall be individually referred to as "**the said Building**" and alongwith the other buildings collectively shall be referred to as "**the said Development** " wherever the context so requires. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Premises shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the said Building and the said Development proportionately in which the said Premises is situated. The nature, extent and description of the common areas and facilities are more particularly described in the **Fourth Schedule** hereunder written.

The Flat Purchaser is aware that the area admeasuring _____ sq.mtrs. deck area, _____ sq.mtrs. balcony, _____ sq.mtrs. dry veranda/utility area, _____ sq.mtrs. cupboard are appurtenant to the said Premises for their exclusive use.

The Promoter shall confirm the final carpet area mentioned hereinabove after the construction of the said Tower is complete and the Occupation Certificate is granted by MCGM by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Flat Purchaser/s within 45 (forty-five) days with annual interest being Interest Rate (defined below), from the date when such an excess amount was paid by the Flat Purchaser/s. If there is any increase in the carpet area allotted to the Flat Purchaser/s, the Promoter shall demand additional amount from the Flat Purchaser/s towards the Sale Consideration, which shall be payable by the Flat Purchaser/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Flat Purchaser/s, as the case may be, under this Clause, shall be made at the same Interest Rate (defined below).

6. It is expressly understood and agreed between the Promoters and the Flat Purchaser/s that the Promoters shall form a society of all such flat purchaser/s

(hereinafter referred to as “**Common Organization**”). Presently, separate societies of Vista and Boulevard have been formed. The Promoters shall form individual organizations for “Panorama” and Promenade to ensure the smooth functioning and proper maintenance of the said Buildings. The individual organization for “Vista”, “Boulevard” and Promenade shall further have sub committees as per the wings of the each building. The representatives of the sub committees and all the individual organizations shall form the committee of the Common Organization.

The Flat Purchaser/s shall, along with other purchasers of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the purchasers of the premises in the Real Estate Project alone shall be joined as members.

The name of the Society shall be solely decided by the Promoter.

The Society shall admit all purchasers of the premises in the said Building as members, in accordance with its bye-laws.

The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

Post formation of the Society, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

7. Within a period of 3 months of obtainment of the Occupation Certificate of the said Building, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).

The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

8. The Flat Purchaser/s hereby agree/s to pay to the Promoters the said Sale Consideration of Rs._____/ - (Rupees _____ Only) subject to deductions of Income Tax at source(TDS) under the applicable Law, in the following manner:-

- (I) Amount of Rs._____/ - (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of the Agreement.
- (II) Amount of Rs._____/ - (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the Flat is located.
- (III) Amount of Rs._____/ - (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the Flat is located.
- (IV) Amount of Rs._____/ - (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Flat.
- (V) Amount of Rs._____/ - (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift walls, lobbies upto the floor level of the Flat.

- (VI) Amount of Rs._____/ - (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the Flat is located.
- (VII) Amount of Rs._____/ - (_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Flat is located.
- (VIII) Balance Amount of Rs. ____/- (_____) against and at the time of handing over of the possession of the Flat to the Flat Purchaser on or after receipt of occupancy certificate or completion certificate.

Provided that any deduction of an amount made by the Flat Purchaser/s on account of Tax Deduction at Source ("**TDS**") (if applicable) as may be required under prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged by the Promoters only upon the Flat Purchaser/s submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

Provided further that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Flat Purchaser/s shall pay such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Flat Purchaser/s producing such certificate within 1 (one) month of the possession. Provided further that in case the Purchaser/s fail to produce such certificate within the stipulated period of the 1 (one) month, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Flat Purchaser/s.

In addition to the above, the Flat Purchaser further agrees to pay VAT/Services as applicable and/or Goods and Services Tax (GST) upon effective

introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of sale of the said Premises under this Agreement.

It is further agreed that for the amount which becomes due and payable by Flat Purchaser/s on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Flat Purchaser/s, the amount shall become payable by the Flat Purchaser/s on the date on which such milestone is actually achieved. The Promoter shall be entitled to construct the said Building/Real Estate Project faster and complete it earlier than what is disclosed as the proposed schedule of progress.

The total Sale Consideration is escalation free, save and except escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, costs, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rules/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Flat Purchaser/s which shall only be applicable on subsequent payments.

The Promoter may allow, in its sole discretion, a rebate for early payments of any installments payable by the Flat Purchaser/s by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not be subject to any revision/ withdrawal, once agreed by the parties herein.

The Flat Purchaser/s declares and confirms that all the payments under this Agreement made by Flat Purchaser/s shall always be from the bank account of the Flat Purchaser /Joint Purchaser/s only. In the event of any payment being made by the Flat Purchaser/s, from any other persons account (excluding Joint Purchaser/s)

then the same shall be deemed to have been made by such other person at the request and behest of the Flat Purchaser/s/Joint Purchaser/s. It is agreed between the parties hereto that any payment made by any person other than the Flat Purchaser/s will not create any right, title or interest in the said Premises in favour of such other person.

The Promoter herein has specifically informed the Flat Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Flat Purchaser/s to the Promoter, the Flat Purchaser/s shall be liable to provide the source of the amount paid by the Flat Purchaser/s to the satisfaction of such authorities or an agency. The Flat Purchaser/s hereby indemnifies the Promoter and continue to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Flat Purchaser/s either from his own account or made through third party.

In the event the Flat Purchaser/s is not able to satisfy the statutory Authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the said Premises or exercise the option to terminate the Agreement for Sale.

In the event of the termination of this Agreement at the option of the Promoter for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Flat Purchaser/s or Statutory Authority by the Promoter subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

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

9. The Flat Purchaser/s shall pay to the Promoters 1% VAT on this Agreement or Market Value, whichever is higher (if applicable). Further, the Flat Purchaser/s shall also be liable to pay Service Tax as applicable from time to time (as per the Notification) on all receivables/installments/deposits/other amount. It is hereby agreed and accepted by the Flat Purchaser/s that if any change or increase towards the Service Tax and VAT as mentioned hereinabove is levied any time in future through amendment in any rules or regulation and/or through notification by the concerned Statutory Authority/ies, such differential/increased amount shall be paid by the Flat Purchaser/s immediately upon intimation by the Promoters to the Flat Purchaser/s.

10. The Flat Purchaser/s hereby undertake(s) to pay the amount of the Service Tax / VAT / GST/LBT (if applicable) along with each installment and further shall not dispute or object to payment of such statutory dues. In case the amounts of the Service Tax/VAT/GST/LBT are applicable to the Flat Purchaser/s and the Flat Purchaser/s delay in making the payment for the same, the Flat Purchaser/s shall be liable to pay an interest as per the prevailing rate as applicable on such delayed payments from the due date till the date of payment thereof. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax / VAT / GST/LBT and the interest thereon (if applicable) and the Flat Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST/LBT. Provided further that if on account of change/amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s

do and doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

11. As an amenity alongwith the said Premises, the Promoters have reserved for the exclusive use of the Flat Purchaser/s, -) parking space/slot in the ~~basement/stilt/podium/open~~ space in the compound of the said Building to be known as "**The Address**" (hereinafter referred to as "**said Car Parking/s**"). The said Car Parking/s are provided as an irrevocable amenity without consideration, however the Flat Purchaser/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the new society/association to be formed by them and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the new society / association to be formed by them. The Promoters have informed the Flat Purchaser/s and the Flat Purchaser/s agree and accept that the location and dimension of the said Car Parking/s will be decided after handing over possession of the said Premises to the respective flat purchaser/s.

Further, the Flat Purchaser/s also aware that the tandem parking spaces shall mean the mechanism parking spaces which accommodates two cars.

The Promoters have informed the Flat Purchaser/s that the stack parking spaces shall mean the mechanism parking spaces provided in the open space of the said Building and the same are considered covered under the definition of Covered Parking Spaces as per RERA.

12. Without prejudice to the right of the Promoters to receive interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") on all delayed payments and any other rights and remedies available to the Promoter, either (a) on the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Flat Purchaser/s committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement,

without any reference or recourse to the Flat Purchaser/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Flat Purchaser/s ("**Default Notice**") by Courier / E-mail / Registered Post A.D. at the address provided by the Flat Purchaser/s of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Flat Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Flat Purchaser/s ("**Promoter Termination Notice**") by Courier / E-mail / Registered Post A.D. at the address provided by the Flat Purchaser/s. On receipt of the Promoter Termination Notice by the Flat Purchaser/s, this Agreement shall stand terminated and cancelled and the consequences hereinafter set out shall follow:-

- (i) Rs._____/ - alongwith applicable Service Tax thereon out of the total Sale Consideration of the said Premises shall stand forfeited by the Promoters along with the applicable Service Tax ("**Liquidated Damages**") as and by way of agreed genuine pre-estimate of liquidated damages.
- (ii) Service Tax, VAT, brokerage and all other taxes paid or payable on this Agreement shall be deducted;
- (iii) the taxes and outgoings, if any, due and payable by the Flat Purchaser/s in respect of the said Premises upto the date of termination of this Agreement shall be deducted;
- (iv) the amount of interest payable by the Flat Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid shall be deducted;
- (v) The Promoters shall, in the event of any shortfall, be entitled to recover the differentiate amounts from the Flat Purchaser/s. The Promoters shall not be liable to pay to the Flat Purchaser/s any interest,

compensation, damages, costs or otherwise. Such resulting and shall also not be liable to reimburse to the Flat Purchaser/s any Government Charges such as Service Tax, VAT, GST/ LBT Stamp Duty, Registration Fees etc.

The Promoter shall after deduction of the aforesaid amount refund the balance amount of the Sale Consideration to the Flat Purchaser/s only upon resale of the said Premises. Upon the termination of this Agreement, the Flat Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the Flat and/or Car Parking and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or Car Parking in the manner it deems fit and proper.

13. (a) The Flat Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following amounts:-

- (i) **Rs. _____/-** for legal costs and other Administrative Expenses and water meter and electric meter deposits;
- (ii) **Rs. _____/-** for share money and entrance fees.
- (iii) **Rs. _____/-** for formation and the registration of the said Common Organization.
- (iv) **Rs. _____/-** towards Purchaser/s' share towards ad-hoc deposit for maintenance charges, excluding Property Tax, (**"Adhoc Maintenance Deposit"**).
- (v) **Rs. _____/-** for Club House charges.
- (vi) **Rs. _____/-** towards proportionate share of development charges and LUC.

(vii) **Rs. _____/-** towards corpus fund for upkeep and maintenance of common facilities like recreation garden etc.

(viii) **Rs. _____/-** towards ad-hoc charges for Club house and recreation facility

Total Rs. _____/- (Along with service tax as applicable)

(b) Against the aforesaid amount set out in Clause 13(a) above, the Promoters shall not be liable to maintain and/or render individual accounts to the Flat Purchaser/s.

14. All costs, charges and expenses in connection with preparing, engrossing, stamping and registering of all the agreements or any other documents required to be executed by the Promoters and by the Flat Purchaser/s including stamp duty and registration charges payable in respect of such documents and the formation of the said Common Organization as well as entire professional costs of attorneys of the Promoters for preparing and approving all such documents upto the execution of the conveyance shall be borne and paid by the Flat Purchaser/s in proportion to the area of the said Premises.

15. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said Building in which the said Premises is situated are those that are set out in **Annexure "L"** annexed hereto, the same is subject to change. It is hereby expressly agreed and understood by the Flat Purchaser/s that the amenities provided in the building Panorama shall exclusively be used and enjoyed by the Flat Purchaser/s of Panorama building only and the same shall not be used by the other Flat Purchaser/s or persons of other Building/s. The Flat Purchaser/s have a right to use the Common amenities and facilities provided across the remaining portion of the Property irrespective of their wing or building save and except the amenities of Panorama building as aforesaid and however, subject to the compliance of Rules, Regulations and Bye-Laws of the Common Organization and on payment of regular maintenance charges. The Flat Purchaser/s agree that the aforesaid common

amenities and facilities shall be used only by his/her/their family member/s and their servants are not permitted to use the same. As it is a large layout, the infrastructure development including the facilities and the amenities to be provided shall continue to be under construction/development even after the Flat Purchaser/s have taken possession of the Flat. The Flat Purchaser/s hereby agrees and confirms that they shall not object the same and shall not intervene into the smooth functioning of the construction/development activity. It is clarified that in the event the said Premises is ready to be handed over for possession the Promoters shall not be obliged to hand over the amenities and facilities in the project fully completed and the same shall be completed by the Promoters at the time of completion of the entire project. The Purchaser has agreed not to raise any objection in this regard, whatsoever.

16. (i) The Promoters shall give possession of the said Premises to the Flat Purchaser/s on or before _____ 20__ (**"Possession Date"**). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the said Building is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;
- (c) War and hostilities of war, riots, bandh or civil commotion;
- (d) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;
- (e) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

- (f) If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;
 - (g) Any stay order / injunction order issued by any Court of Law, competent authority, TMC, statutory authority;
 - (h) If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Flat/Tower or;
 - (i) Any event or circumstances analogous to the foregoing.
 - (j) Any other circumstances that may be deemed reasonable by the Authority.
 - (k) The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Flat Purchaser/s.
- (ii) If the Promoter fails to abide by the time schedule for completing the said Building and for handing over the said Premises to the Flat Purchaser/s on the Possession Date (save and except for the reasons as stated in Clause 16(i) above, then the Flat Purchaser/s shall be entitled to either of the following:-
- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”) to pay Interest Rate on the Sale Consideration paid by the Flat Purchaser/s. The interest Rate shall be paid by the Promoter to the Flat Purchaser/s till the date of offering to hand over of the possession of the Flat by the Promoter to the Flat Purchaser/s;
OR
 - (b) the Flat Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered

Post A.D. at the address provided by the Promoter ("**Purchaser/s Termination Notice**"). On the receipt of the Purchaser/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. The Promoter shall refund to the Flat Purchaser/s the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid after resale of the said Premises. On such repayment of the amounts by the Promoter (as stated in this clause), the Flat Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the Flat and/or Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (iii) In case if the Flat Purchaser/s elects his remedy under sub-clause 16 (ii) (a) above then in such a case the Flat Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 16(ii) (b) above.

It is agreed between the parties that on the date on which Possession of the said Premises is being handed over to the Flat Purchaser, the Car Parking Space may not be ready or fit for use. The Flat Purchaser/s shall not raise any objection or refuse to take possession of the said Premises due to non-availability of Car Parking Space. The Promoter may provide, if available, one car parking space per flat on temporary basis, till the time the parking space are ready for parking of car. Upon the Car Parking Space being ready for use, any temporary parking space, allowed to be used by the Flat Purchaser shall be forthwith vacated by Flat Purchaser/s. The maintenance charges and local taxes allocated to such temporary car parking space or permanent car parking space shall be paid by the Flat Purchaser/s.

17. Till the entire development of the Project is completed, the Flat Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-

allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Larger Property and the Flat Purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard.

18. The Flat Purchaser/s are aware that the Promoters are constructing the said Larger Property in a phasewise manner and to construct the said Larger Property in phasewise manner, the Promoters shall be entitled to enter upon or use any access of the said Larger Property to ingress or egress and shall be entitled to have all right to pass repass from any part/ areas of the said Larger Property with trucks, machines, cranes, drillers, JCB/earthmovers, etc. and all other vehicles required for carrying out development and construction and also movement of material and labour (both skilled and unskilled) on the said Larger Property. Upon the said Premises being handed over to the Flat Purchaser/s, the Promoters shall be entitled to continue to carry on all construction activities for all or any other part of the said Larger Property which are to be developed/ constructed by the Promoters and which may cause inconvenience / disturbance to the Flat Purchaser/s, however, the Flat Purchaser/s has/have hereby unconditionally and irrevocably consented for the same and agree, undertake and confirm that the Flat Purchaser/s shall not raise any objection for any of the construction activity/ies or any ingress /egress upon the said Larger Property or any part thereof by the Promoters alongwith any vehicles, etc. and the Flat Purchaser shall not raise any objection or make any claim, demand, damages, etc. from the Promoters and/or obstruct the Promoters or any of its construction activities of the building/s on the said Larger Property or part thereof in any manner and for any reason whatsoever, and based on this clear understanding the Flat Purchaser has agreed to acquire the said Premises.

19. Notwithstanding anything contained anywhere else in this Agreement, it is agreed by and between the parties hereto that the Promoters shall be liable to handover possession of the said Premises to the Flat Purchaser/s only upon the Flat Purchaser/s having paid in full all amounts/consideration/society deposit/interest free interior deposit/service tax/interest (if any) or any other amount due and payable

under this Agreement to the Promoters without any deduction, delay, demur or protest.

20. Upon obtainment of the Occupancy Certificate from MCGM and upon payment by the Flat Purchaser/s of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Flat Purchaser/s in writing ("**Possession Notice**"). The Purchaser/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving the Occupancy Certificate of the said Building.

The Flat Purchaser/s shall take possession of the Flat within 15 days of the Possession Notice.

Upon receiving the Possession Notice from the Promoter, the Flat Purchaser/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter and the Promoter shall give possession of the Flat to the Flat Purchaser/s. Irrespective of whether the Flat Purchaser/s takes or fails to take possession of the said Premises within the time provided hereinabove, such the Flat Purchaser/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.

Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises of outgoings in respect of the said Building including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Building ("**Adhoc Maintenance Deposit**"). Until the conveyance being executed and registered with

the Organization, the Flat Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Flat Purchaser/s further agrees that till the Purchaser/s' share is so determined by the Promoter, the Flat Purchaser/s shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Flat Purchaser/s to the Promoter shall not carry any interest and shall remain with the Promoter until the conveyance is duly executed and registered. On execution of the conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the said Society.

Real Estate (Regulation and Development) Act, 2016 i.e. RERA came into force in the State of Maharashtra with effect from 1st May, 2017. The said Act defines carpet area as more particularly stated therein. The Development Control Regulations, 1991 defines carpet area as more particularly stated therein. There is difference in carpet area definition in both the statutes. The Promoter has till date sold premises as per the definition of the Development Control Regulations, 1991. Now the Promoter is required to sell the premises on the basis of carpet area as defined in RERA. For clarification regarding the obligations of collection of maintenance charges it is clarified that the organization of the purchasers/society ought to calculate carpet area of the previously sold premises by the Promoter to the respective purchasers on the basis of carpet area definition as prescribed in RERA and charge their members accordingly.

The Promoter has informed the Flat Purchaser/s that there is a common access road, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Larger Property.

The Promoters have further informed the Flat Purchaser/s that all the expenses and charges (maintenance and upkeep) of the said amenities and conveniences may be common and the Flat Purchaser/s alongwith other purchasers of flats/units/premises in the Real Estate Project and/or the buildings constructed on the said Larger Property, shall share such expenses and charges in respect thereof

as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Flat Purchaser/s herein. The proportionate costs and charges to be paid by the Flat Purchaser/s shall be determined by the Promoter and the Flat Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.

21. The Adhoc Maintenance Deposit so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and shall be utilized by the Promoters for payments, taxes, outgoings from the date of possession. The Promoters have informed the Flat Purchaser/s that once the Adhoc Maintenance Deposit is about to get exhausted by the Promoters, the Promoters shall intimate the Flat Purchaser/s about the same and the Flat Purchaser/s has agreed to regularly pay the monthly maintenance charges on 5th of every month on actual without any objection, demur or protest as per the invoice raised by the Promoters till the time the management and operation of the building has been handed over by the Promoters to the Adhoc Committee and/or to the Society, whoever earlier and shall not withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Promoters shall hand over the management and affairs of the new Building to the Adhoc committee and/or to the society within a period of 24 months from the completion of the Project. The Flat Purchaser/s hereby agrees and declares that he/she/it/they shall submit full-fledge drawings with all specifications before starting interior work of the said Premises and approval shall be obtained from the Promoters. At the time of being handed over possession of the said Premises the Flat Purchaser/s shall deposit **Rs. _____/- (Rupees _____ Only) ("Fitout Deposit")** towards the interest free deposit for carrying out interior work in the said Premises, irrespective whether he/she/they carry out the fitout work or not at that particular time. The said Fitout Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoters' approval, by the Flat Purchaser/s. The said Fitout Deposit shall be refunded by the Promoters to the Flat Purchaser/s at the time of hand over of the said Building to the Adhoc committee and/or to the Society subject to the terms setout in this Agreement.

22. Provided that in case any structural defects is brought to the notice of the Promoter within a period of five (5) years by the Purchaser/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days. However, if the Flat Purchaser/s carry out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Premises or any part thereof in the said Premises, the liability of the Promoters shall come to an end and the Flat Purchaser/s alone shall be responsible to rectify such defect or change at their own cost/s.

The Flat Purchaser/s agree/s and acknowledge/s that the Promoter is/are providing equipment/systems/appliances as mentioned in the List of Amenities. The Flat Purchaser/s is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/nonperformance or otherwise of these systems/appliances.

23. The Flat Purchaser/s have taken inspection of all relevant documents and have satisfied themselves fully in respect of the Promoters' title to the said Larger Property described in the Schedules hereunder written prior to the execution of this Agreement and doth hereby accept the same and agree not to raise any requisition or objection/s relating thereto any time hereafter.

24. The Agreement sets forth the entire agreement and understanding between the Flat Purchaser/s and the Promoters and supersedes, cancel and merges:-

- (a) All agreements, negotiations, commitments, writings between the Flat Purchaser/s and the Promoters prior to the date of execution of this agreement;
- (b) All the representation, warranties, commitments, etc made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;

- (c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement;
- (d) The Flat Purchaser/s agree and acknowledge that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing the flat and the Promoters are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.

25. The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:-

- (a) To maintain at the Flat Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated, staircase or any passages, which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;
- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the building in which the said

Premises is situated or the said Premises on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach;

- (c) To carry at their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and in accordance with the Fit Out and Maintenance Manual and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Premises in which the said Premises is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural changes in the said Premises without the prior written permission of the Promoters and/or the said Common Organization. The Flat Purchaser has been informed by the Promoters that the construction of the said Building is done with mivan technique and hence any kind of structural change will not be allowed to the said Building.
- (e) Not to shift windows of the said Premises and/or carry out any changes in the said Premises so as to increase the area of the said Premises and/or put any grill which would affect the elevation of the building and/or carryout any unauthorized construction in the said Premises. In the event if any such

change is carried out, the Flat Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoters/Common Organization. In the event if the Flat Purchaser/s fail to remove the same within the period of 24 hours, then the Promoters shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Flat Purchaser/s hereby agree, undertake not to raise any objection for the same and/or demand any damages for the same from the Promoters/Common Organization.

- (f) The Flat Purchaser/s shall not use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed failing which the Flat Purchaser/s shall be liable to pay Rs.10,000/- (Rupees Ten Thousand Only) per day till such time he/she/they continue/s to use the said area of flower bed for any other purpose.
- (g) The Flat Purchaser/s shall fix/fit only split A/c and fix compressors only in area provided for that purpose, failing which the Flat Purchaser/s shall be liable to pay Rs.5,000/- (Rupees Five Thousand Only) per day till such time the Flat Purchaser/s has removed the A/c Compressor from any other place other than area provided for the same.
- (h) The Flat Purchaser/s shall not dry clothes in any area visible on the outside, else the Flat Purchaser/s shall be liable to pay to the Promoters Rs.5,000/- (Rupees Five Thousand only) per day. The Flat Purchaser/s shall not place, keep or install exhaust fan or any other devices in Deck area (if any), and further, the Flat Purchaser/s shall do not do any act that spoils the external elevation of the building in which the said Premises is situated;
- (i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Larger Property and the building in which the said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;

- (j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Portion and the building in which the said Premises is situated;
- (k) Not to use the said Premises as guest house or letout for the purpose of Guest House or setup office or the likes or any other purpose other than for residential;
- (l) The said Premises shall be used only for the "Residential Purpose" and for no other purposes whatsoever by the Flat Purchaser/s / licenses / lessees / assignees / beneficiaries / their respective successors and assignees of the said Premises;
- (m) No unlawful (or) illegal activities (or) as opposed to public policies (or) against the moral turpitudes (or) activities offending the sentiments of any particular cast, creed or community, shall be carried on at any point of time, now or at any future date and throughout the use, occupation and enjoyment of the said Premises by the Flat Purchaser/s/licenses/lessees/assignees/beneficiaries/ their respective successors and assigns of the said Premises, space(s)/ parking space(s) as the case may be;
- (n) Not to enclose upon or cover any open area including the terrace area appurtenant to the said Premises at any time whether with or without the permission of the Municipal Corporation of Greater Mumbai;
- (o) Not to make any application for change of user of the said Premises to any other use other than the residential at any point of time;
- (p) Not to conduct any meeting/s or have any kind of gathering/assembly/ies in any of the areas of the said Building/said Premises and/or common areas and/or club house or any part of the Project whatsoever for the purpose of any political affairs or any issues relating thereto;
- (q) Not to put/install/display any kind of signage/hoardings/ advertisements/ name plates/board etc. whatsoever on any part of the said

Building/Common Areas and/or outside the said Premises or any part/portion of the Project at any time;

- (r) Pay to the Promoters within 7 (seven) days of demand by the Promoters, their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connected to the building in which the said Premises is situated;
- (s) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Flat Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- (t) To bear and pay the proportionate maintenance charges and other outgoings, save and except the municipal taxes, in respect of the said Premises as and when demanded;
- (u) The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with the Flat Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said Premises until
 - (i) all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid-up;
 - (ii) hand over possession of the said Premises to the Flat Purchaser/s by the Promoters;
 - (iii) the Flat Purchaser/s had not been guilty for any breach or non-observance of any of the terms and conditions of this Agreement; and
 - (iv) the prior written permission from the Promoters or the said Common Organization as the case may be, along with a payment of

the charges to the Promoters or the said Common Organization, as the case may be.

and the Flat Purchaser shall be liable to pay the administration fees to the Promoters (until the conveyance is executed and registered in favour of the Common Organization) in respect of any such transfer/s.

- (v) The Flat Purchaser/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building in which the said Premises is situated and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (w) Till conveyance of the said Larger Property is executed, the Flat Purchaser/s shall permit the Promoters and their servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the portion and the said Building in which the said Premises is situated or any part thereof to view and examine the state and condition thereof.
- (x) The Flat Purchaser/s have been handed over with the FitOut and Maintenance Manual which shall be strictly observed and followed by the Flat Purchaser/s and the occupants of the said Premises. In the event there is any default and violation of any such guidelines as directed in following the terms and conditions and the responsibilities of the Fit Out and Maintenance Manual, either by the Flat Purchaser/s/ occupant or the interior designer or any such person, the Flat Purchaser/s shall be solely responsible of the consequences and shall be penalized for the appropriate loss caused along

with any such fine that shall be imposed by the Promoters as defined therein till such default/violation of Fit-Out and Maintenance Manual guidelines has not been rectified and the gravity of the loss is continued, without prejudice to the Promoters right to initiate any such legal action in order to seek remedy in the event of continuous violation as aforesaid.

26. It is agreed between the parties that, if the Flat Purchaser/s intend to visit the under construction project then it shall make a written request to the Promoters for a site visit and the Promoters shall within 7 (seven) working days from receipt of the request intimate the Flat Purchaser/s the date and time for such visit. The Flat Purchaser/s shall accordingly be entitled to site visit on the date and the time as intimated by the Promoters accompanied by site staff of the Promoters and the Flat Purchaser/s agree to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Flat Purchaser/s hereby undertake not to hold the Promoters responsible for any loss or damage or harm incurred or suffered by the Flat Purchaser/s or any person accompanying the Flat Purchaser/s, due to negligence or wrongful acts or otherwise, during the site visit.

27. The Promoters shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoters shall provide amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.

28. After the Flat Purchaser/s is permitted to enter upon the said Premises for the purpose of fitouts or otherwise and/or possession of the said Premises is handed over to the Flat Purchaser/s, the Flat Purchaser/s shall not be permitted to carry out any additions or alteration in the said Premises or the said Building and/or enclose or encroach upon any common area of the said Building in the nature of common passage or landing or mid landing areas and the Promoters shall not be responsible, if additions and alteration or encroachments are done in the said Premises or the said Building by the Flat Purchaser/s or occupier, in violation of the building regulations and/or any statutory rules and regulation then prevailing. The Flat

Purchaser/s agree to indemnify and keep the Promoters and their executors, administrators, successors and assigns indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising against the Promoters or their executors, administrators, successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the said Premises or said Building by the Flat Purchaser/s or occupier, in violation of the building regulations.

29. The Flat Purchaser/s hereby covenants to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the Building other than the said Premises. The Flat Purchaser/s further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. partition or walls or other structural members without the prior written permission of the Promoters. The breach of this conditions shall cause this Agreement to ipso facto come to an end and the earnest monies and all other amounts paid by the Flat Purchaser/s to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the balance payments made by the Flat Purchaser/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Flat Purchaser/s to compensate for the damage so caused and the Flat Purchaser/s hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Flat Purchaser/s who shall not dispute the decision of the Promoters in this regard.

30. The Flat Purchaser/s hereby agrees and confirms that they shall follow all rules and regulations of the statutory Authorities and the Promoters till the execution of Conveyance in favour of Common Organization/Apex Body, if the Flat Purchaser/s violates any rules and regulations the Promoters shall have pre-emptive rights to impose penalty to the Flat Purchaser/s.

31. a) The club house and all its facilities and appurtenances including swimming pool shall be retained by the Promoters and shall be

conveyed in favour of the Apex Body irrespective the location and construction of the said club and swimming pool with any particular Building. The Flat Purchaser/s shall become automatically entitled to be admitted to membership of the club subject to paying the security deposit and agreeing to pay annual fees/ maintenance charges as may be prescribed from time to time and undertaking to abide by the rules and regulations of the club which may be prescribed by the Promoters or the Apex Body as the case may be, and thereafter become entitled to avail of the club facilities. The Flat Purchaser/s shall remain and continue as a member of the Club House only till such time the Flat Purchaser/s are occupying the said Premises and not after they have sold/assigned/ transferred their occupancy rights in any manner to any third Party. In the event, the third party, deriving the occupancy right from the said Flat Purchaser/s, shall have the right to enjoy the facilities of the Club House as per the rules and guidelines of the said Club and the rights of the said Flat Purchaser/s as a member of the Club house shall be seized and restricted in the event of transfer of occupancy rights as aforesaid.

- b) The Mandir/s/Temple/s and its surroundings shall be retained by the Promoters and shall be conveyed in favour of any Trust or the said Apex Body at the sole discretion of the Promoters.

32. The Promoters hereby agree that it shall before handing over the possession of the said Premises to the Flat Purchaser/s as also before execution of conveyance of the said Larger Property in favour of the Common Organization make full and true disclosure of the nature of its title to the said Larger Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Larger Property and shall, ensure that the said Larger Property is free from all encumbrances so as to enable it to cause to convey in favour of the said Common Organization such clear and marketable title on the execution of a conveyance.

33. All costs charges and expenses in connection with the formation of the said Common Organization as well as the costs of preparing and engrossing conveyance, stamp duty and registration charges thereof and all other agreements, transfer deed, or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorney of the Promoters for preparing and approving all such documents shall be borne and paid by the said Common Organization or proportionately by all the Flat Purchaser/s in the said Buildings. The share of the Flat Purchaser/s in such costs, charges and expenses shall be paid by him/her/them immediately on demand.

34. The Flat Purchaser/s has been explained and it has been clearly understood and agreed that the spaces left open to the sky appurtenant/adjacent to his/her/their respective flats shall belong to the Promoters and its shall be the Promoters' right and discretion to deal with the same on such terms and conditions as it may deem fit so, to which the said Flat Purchaser/s/Common Organisation shall not raise any objection hereinafter.

35. Being clearly understood and upon the execution of these presents as a consent, the Flat Purchaser/s shall not object nor shall claim any right to access/use of the terrace area above the respective Penthouses/duplex, which shall be made through an isolated lift moving to and through, for Non-disturbed/Exclusive custody and right to use by the respective allottee of the respective Pent Houses/Duplex. However, the terrace space which shall be forming part of the Pent House, shall not be conveyed to the Common Organization of the occupants of the said building/s.

36. The Flat Purchaser/s shall have no claim, (save and except the right to exclusive use flower bed, dry area, balcony area, which is the part of the said Premises and the said Premises) in respect of common area and facilities and limited common areas and facilities appurtenant thereto and hereby agreed to be acquired, i.e. all other areas including terraces, etc. will remain the property of the Promoters until the whole of the said Larger Property is transferred to the said Common Organization as herein provided subject to the rights of the Promoters as contained in this Agreement.

37. The Flat Purchaser/s shall at no time demand partition of his/her/their interest in the said Building and/or Property, it is being hereby agreed and declared by the Flat Purchaser/s that his/her/their such interest in the said Premises is impartible.

38. (a) The Flat Purchaser/s shall join in forming and registering the said Common Organization to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Common Organization and for becoming a member, including the bye-laws of the proposed Common Organization and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Flat Purchaser/s, so as to enable the Promoters to register the Common Organization of the Flat Purchaser/s. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Organization, as may be required by the Registrar of Co-operative Societies/ Registrar of Companies, as the case may be, or any other Competent Authority. The Flat Purchaser/s shall not object on the phased handover of the operations by the Promoters to the respective Buildings as and when they are ready and Common Organisation is formed.

(b) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises including garages, car parking spaces in the basement/stilt/ open space in the compound, etc. in the said Building shall at all times, including after the formation and registration of the said Common Organization and/or after the demise of the said Larger Property together with the said buildings thereon in favour of the said Common Organization, be and remain the absolute property of the Promoters, and the Promoters may if they so desire, become member of the said Common Organization in respect thereof, and the

Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, to any person or party of their choice, and neither the Flat Purchaser/s herein, nor the said Common Organization shall constrain the Promoters to become the member of the Society in respect of the unsold units nor shall object to or dispute the same. On the Promoters intimating to the said Common Organization the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the said Common Organization shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. neither they will pay any transfer charges subsequently in respect of the unsold flats, shops, offices, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoters occupy or permit occupation of any premises such occupant or Promoters as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is hereby agreed and understood by the Flat Purchaser/s that anytime now or in future if the Flat Purchaser/s for his/her/their convenience combines two separate Flats into one then in that case two separate Agreements shall be executed and registered and shall forthwith be issued by separate share certificate/s and other necessary documents for each Flat/Premises.

39. Unless it is otherwise agreed to by and between the parties hereto the Promoters shall within Six months of registration of the said Common Organization as aforesaid of all the said buildings comprising the said Development, cause to be transferred to the said Common Organization all the right, title and interest of the Promoters in the said Larger Property together with the said Building in favour of the Common Organization.

40. The Flat Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said Building in which the said Premises is situated, irrespective of the said Premises being occupied by the Flat Purchaser/s on receipt of Occupation Certificate/ on taking possession (as the case may be). The Promoters represented to the Flat Purchaser/s that the Promoters have constructed certain common amenities including club more particularly shown in the layout plan and the same are set out in Annexure "K" hereto. These amenities are common for the said Buildings and shall be for the benefit of all the occupants of all the buildings of the said Development, i.e. all the occupants of the buildings Vista, Boulevard, Promenade and Panorama, and the Flat Purchaser/s shall enjoy the said amenities upon handing over the possession of the said Premises (defined below) to the Flat Purchaser/s. It is clarified that some common amenities including the club is outside the Project land but within the vicinity of The Address constructed on the said Larger Property. The common expenses in respect of the said Development, shall be shared by the Purchaser/s of flats and premises of the said Building in which the said Premises is situated in proportion to the area of their respective premises.

41. Within a period of 3 months of obtainment of the Occupation Certificate of the said Building, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").

The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in

respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

42. Conveyance of the said Larger Property (after handing over set back and other deduction like public parking handed over MCGM and any other areas as mentioned in this Agreement) to the Apex Body:-

- (i) The conveyance shall be executed and registered by the Promoters in favour of the Apex Body in accordance with RERA and RERA Rules, 2017 ("**Apex Body Conveyance**").
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

43. At the time of execution of conveyance in favour of the said Common Organization, the Flat Purchaser/s shall pay to the Promoters the Flat Purchaser/s' share of stamp duty and registration charges payable, if any, by the said Common Organization on the conveyance document in respect of the said Larger Property and the said Building to be executed in favour of the said Common Organization.

44. The Flat Purchaser/s and the person to whom the said Premises is permitted to transfer with the written consent of the Promoters shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the said Common Organization as and when required and/or all the provisions of the Memorandum and

Articles of Common Organization of the Limited Company, when incorporated and/or the Condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations, Bye-Laws and the Development Control and Regulations for the time being of the Corporation and other local and/or public bodies. The Purchaser and persons to whom the said Premises are allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such said Common Organization as the case may be regarding the occupation and use of the Premises and the said Larger Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of any interest in the portion of the said Larger Property on which the said Building is constructed or of the said Larger Property or any part thereof and/or the said Building in which the said Premises is situated or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the said Premises and the flower bed, dry area, balcony area, which is appurtenant and/or attached to the said Premises and all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Larger Property and the said buildings are transferred to the said Common Organization after its completion as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/Purchaser/s of said Premises as herein stated.

46. (a) It is understood and agreed by and between the parties hereto that the terrace space/s in front of or adjacent to the flat/s in the said building in which the said Premises is situated, if any, shall not belong to the respective purchaser/s of such flat/s and such terrace space/s shall exclusively belong to the Promoters. The said terrace/s shall not be used/occupied/enclosed by such flat purchaser/s till the permission in writing is obtained from the concerned local authority and the Promoters or the said Common Organization, as the case may be.

Provided, however that the open spaces in the building compound, terrace on the top floor, etc. of the said buildings, shall belong exclusively to the Promoters and they alone shall have right to allot, use or create third party rights with regard to such spaces.

- (b) The Flat Purchaser/s hereby consent/s to the grant of exclusive right of the said attached terrace/s to the said Promoters to deal with the same as it may think fit so and hereby state/s, declare/s and covenant/s that neither the Flat Purchaser/s nor the said Common Organization will have any right to deal or have any claim, right, title or interest of whatsoever nature in such attached terrace/s. It is agreed that the aforesaid right in favour of the purchaser/s of the said Premises with terrace/s shall be not be covenant running with the land and shall not form part of the conveyance of the said Larger Property and the said buildings in favour of the said Common Organization.

47. It is further expressly clarified, agreed and understood by and between the parties hereto that notwithstanding what is contained herein to the contrary the common terraces above the topmost floors of the said buildings, shall always absolutely and exclusively belong to the Promoters and the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said buildings. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Flat Purchaser/s, or the said Common Organization, and neither the Flat Purchaser/s nor the said Common Organization shall at any time raise any dispute or objection in this regard. Use of the said common terraces may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters deems fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of

vertical expansion of the said building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Flat Purchaser/s and/or the said Common Organization shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Flat Purchaser/s will permit the authorized representative/s deputed by the Promoters/said Common Organization to go to the said common terraces to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favor of the Promoters shall be covenants running with the land and shall form part of the conveyance when executed in favour of the said Common Organization.

48. The Promoters 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 Premises to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Premises. Thereafter the same shall be complied and performed by the Flat Purchaser/s as may be varied and amended from time to time by the concerned Competent Authority.

49. (a) The Promoters hereby declares that no part of the FSI relating to the said Larger Property has been utilised by the Promoters elsewhere for any purpose whatsoever; and

(b) In the event of any further or additional FSI becoming available in respect of the said Larger Property before execution of conveyance of the said Larger Property in favour of the said Common Organization then the Promoters herein shall be entitled to the same. Any further or additional FSI becoming available in respect of the said Larger Property after execution of conveyance of the said Larger Property in favour of the said Common Organization shall belong to the said

Common Organization absolutely and the Promoters shall have no right to utilize the same.

- (c) The Promoters shall have full right to utilize available FSI or extra FSI which may be available at any time on the amalgamation / adjacent land or any such FSI and/or TDR available and the consent of the same shall be deemed to be given by the Flat Purchaser/s upon the execution of this presents.

50. It is hereby expressly clarified, agreed and understood between the parties hereto that:-

- (a) The entire unconsumed and residual F.S.I., if any in respect of the said Larger Property and the entire increased, additional, incentive and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, nalla FSI and/or due to any change in law, rules or regulations shall at all times absolutely and exclusively belong to and be available to the Promoters, free of all costs, charges and payments whether before execution of conveyance in respect of the said Portion, together with the said buildings, unto and in favour of the said Common Organization of flat purchaser/s, acquirers of flats, units, premises etc. in the said buildings to be constructed on the said Larger Property and neither the Flat Purchaser/s herein, nor the said Common Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (b) The Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and

TDR, respectively for construction on the said Larger Property, including additional building/s on the large layout as may be permitted by law till execution of conveyance in favour of the said Common Organization. The Promoters alone have the full right for further development by utilizing the additional FSI available at any time in the present development along with the access through the said Building under this agreement and the consent of the same shall be deemed to be given by the Flat Purchaser/s upon the execution of this presents.

- (c) The lift machine room and water tank shall be located at an earmarked area on the common terrace adjoining the Pent House terrace, having separate access from the building, above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. Neither the Flat Purchaser/s nor the said Common Organization nor its members will have any right to use or have any claim, right, title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- (d) The said Common Organization shall admit as its members all Purchaser/s of such new and additional premises/tenements/flats/floors/terraces whenever constructed on the said buildings or any of them;
- (e) The right to deal with and allot all such new and additional tenements, flats, premises, floors, extensions, buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Flat Purchaser/s herein, nor the said Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, and neither the Flat Purchaser/s nor the said Common Organization shall raise any dispute or

objection thereto and the Flat Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;

- (f) The Flat Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (g) It is agreed and understood that the Promoters shall at any time be entitled to amalgamate the said Larger Property with any other adjacent property/area as specified in hereinabove which it may have already purchased/acquired or which it may hereafter purchase/ acquire and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Larger Property in accordance therewith. The Flat Purchaser/s shall not raise any objection to or dispute such amalgamation of the said Larger Property by the Promoters;
- (h) It is agreed and understood that the Promoters shall provide Refuge area in the said Building and the title to the same shall retained with the Promoters till the conveyance is executed in favour of the Common Organization.
- (i) It is agreed and understood that the Common Security and Common Services provided by the Promoters to the Flat Purchaser/s in the said building only till the formation of the Common Organization and if the said Common Organization wants to continue with the Common Security and Common Services provided by the Promoters then the decision shall be

sole discretion of the Common Organization. Similarly the Gymnasium operator, Spa Operator, if any, shall be managed by the Promoters or the Common Organisation if they so deem fit or as the case may be.

- (j) Each of the aforesaid consents given by the flat Purchaser/s shall be deemed to be specific written consent granted by the Flat Purchaser/s to the Promoters under Section 7 of the MOFA; and
- (k) The provisions of this clause shall always be of the essence of this Agreement and shall run with the land.

51. The Promoters may avail from banks/financial institutions further loan/financial assistance for development of the said Larger Property including the said building in which the said Premises is situated and as a security for the payment thereof it may create security on the said Larger Property together with the said building constructed/to be constructed in which the said Premises is situated, save and except the said Premises. The Flat Purchaser/s hereby consent to the Promoters availing such loan and/or financial assistance on such terms and conditions as the Promoters may deem fit and proper.

52. The Flat Purchaser/s hereby declares and confirms that he/she/itself/ themselves shall be obtain loan by mortgaging its rights the said Premises only after the Flat Purchaser/s has obtained a NOC from the Promoters and/or Common Organization as the case may be.

53. In the event of any Bank/financial Institution sanctioning loan by way of mortgage/as a co-lateral or as any such security without obtaining the NOC from the Promoters/ Common Organization as the case may be, the Bank/ Financial Institution shall do so at their own risk and costs. In the event, the Bank/ financial institution has not obtained the NOC and has sanctioned the loan then the Promoters/ Common Organization shall not be in any way responsible for any loss incurred if the Flat Purchaser/s or the borrower defaults in any manner towards the said loan.

54. The Bank/Financial Institution shall not be able to claim its rights on the said Premises which is mortgaged or held as a collateral or as any such security if the Flat Purchaser/s has not made the entire payment to the Promoters.

55. For any amount remaining unpaid by the Flat Purchaser/s under this Agreement, the Promoters shall have first lien and charge on the said Premises agreed to be allotted to the Flat Purchaser/s.

56. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

57. The Flat Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/they, nor the said Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Flat Purchaser/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

58. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of the Flat Purchaser/s

_____ (Flat Purchaser/s's Address)

Notified Email ID: _____

M/s. _____ Promoter Name

_____ (Promoter Address)

Notified Email ID: _____

It shall be the duty of the Flat Purchaser/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Flat Purchaser/s, as the case may be.

59. This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No.XV of 1971) and Real Estate (Regulation & Development) Act, 2016 (RERA).

60. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

61. The Stamp Duty and Registration charges payable on this Agreement shall be borne and paid by the Flat Purchaser/s alone. The Flat Purchaser shall immediately after the execution of this Agreement inform the Promoters the Serial No. under which and date on which this Agreement is lodged for registration to enable the Promoters to attend and admit execution of this Agreement before Sub-Registrar of Assurances.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Part A Property)

ALL THOSE five pieces or parcels, comprising several pieces or parcels, of land or ground together with all buildings and structures standing thereon situate lying and being off and to the East of Bombay-Agra Road (now known as L.B.S. Marg) in the Village of Vikhroli, in erstwhile Salsette Taluka and now in Ghatkopar Taluka, in the District Mumbai Suburban containing an aggregate area of 26,226.75 square yards (Twenty-six thousand two hundred and twenty six and point seventy-five square

yards) equivalent to 21,928.80 sq. meters (Twenty-one thousand nine hundred, twenty eight and point eighty square meters) or thereabouts and bearing the Survey, Pot and Falni numbers and admeasuring in acres and gunthas and square yards as under, namely:-

Survey No.	Pot No.	Falni No.	Area Acres-Gunthas Sq. Yds.	Area in Square Yards
81	1	-	0 – 11	1,331
81	2	-	0 – 5	605
81	3	-	0 – 16	1,936
81	4	-	0 – 10	1,210
81	5	-	0 – 5	605
81	6	-	0 – 12	1,452
81	7	-	0 – 12	1,452
81	8	-	0 – 26	3,146
81	9	-	0 – 4	484
84	1	-	0 – 3	363
84	2	-	0 – 3	363
84	3	-	0 – 2	242
84	-	4	0 – 7	847
85	1(part)	-	0 – 2¼	272 ¼
86	1	-	0 – 8¾	1,058 ¾
86	2	-	0 – 7¾	937¾
86	3(part)	-	0 – 5½	665½
86	4(part)	-	0 – 1½	181½
87	1(part)	-	0 – 14½	1,754½
87	2	-	0 – 23	2,783
87	3	-	0 – 7 ¼	877¼
88	3(part)	-	0 – ¼	30 ¼
88	4(part)	-	0 – 12 ½	1,512½
88	5	-	0 – 1½	181 ½
88	6(part)	-	0 – 1¼	151¼
110	50(part)	-	0 – 2	242

110	53 (part)	-	0 – 12 $\frac{3}{4}$	1,542 $\frac{3}{4}$
	TOTAL			26,226.75

i.e. 21,928.80 sq. meters

(“Part C Property”)

ALL THAT piece or parcel of land lying and being off and to the East of the Bombay-Agra Road in the Village of Vikhroli (in Greater Bombay) Turuf Marole, Taluka Kurla, District Bombay Suburban, Registration Sub-district Bandra, containing by admeasurement 2,314 sq. yards or thereabouts and forming portion of Survey No. 52 of Ghatkopar and bounded as follows, that is to say on or towards the NORTH by the property of Godrej & Boyce Manufacturing Company Limited and on or towards the EAST, SOUTH and WEST by the property of the Promoters.

THE SECOND SCHEDULE ABOVE REFERRED TO

(“Part B Property”)

- (i) ALL THOSE two pieces or parcels, comprising several pieces or parcels, of land or ground out of government lease-hold land together with all buildings and structures standing thereon situate lying and being to the East of Bombay-Agra Road (now known as L.B.S. Marg) in the Village of Vikhroli, Turuf Marols, in Salsette Taluka in the Registration Sub-District of Bandra, District Mumbai Suburban (now forming part of Greater Mumbai) containing an aggregate area of 58,439 $\frac{1}{4}$ square yards (Fifty-eight thousand four hundred and thirty-nine square yards and one-fourth of another square yard) i.e. 48,862.45 sq. meters (forty eight thousand eight hundred sixty two point forty five square meters) or thereabouts and bearing the Survey, Pot and Falni numbers and admeasuring in acres and gunthas and square yards as under namely:-

Survey No.	Pot No.	Falni No.	Area	Area in Square
81	10 (part)	-	5 - 22 $\frac{3}{4}$ - 26 $\frac{1}{2}$	26,979 $\frac{1}{4}$
82	1	-	1 – 12 $\frac{1}{4}$ - 0	6,322 $\frac{1}{4}$
82	3	-	0 – 4 $\frac{1}{2}$ - 0	544 $\frac{1}{2}$
83	1 (part)	-	3 – 19 – 0	16,819
83	2	-	0 – 7 $\frac{1}{2}$ - 0	907 $\frac{1}{2}$

83	-	1	0 – 1¼ - 0	211¾
83	-	2	0 – 1¼ - 0	211¾
84	5 (part)	-	0 – 4 – 0	484
84	6	-	0 – 10 – 0	1,210
87	4	-	0 – 11¼ - 0	1,361¼
110	52 (part)	-	0 – 28 – 0	3,388
	Total			58,439¼

i.e. 48,862.45 sq. meters

- (ii) ALL THOSE three pieces or parcels of land or ground together with all buildings and structures standing thereon situate, lying and being to the East of Bombay-Agra Road in the unsurveyed Village of Vikhroli, Marole, in Salsette Taluka in the Registration Sub-District of Bandra, District Bombay Suburban (now forming part of Greater Bombay) forming part of Part A Property containing by admeasurement an aggregate area of 1,270 ½ sq.yards or thereabouts and bearing the Khot's private Survey and plot numbers and admeasuring respectively as under:-

Survey No.	Pot No.	Falni No.	Area Acres-Guntas Sq. Yds.	Area in Square Yards
84	4(Part)	4	0 – 7	847
86	4(Part)	-	0 – 12	181 ½
110	50(Part)	-	0 – 2	242
		Total	0 – 10	1270 ½

THE THIRD SCHEDULE ABOVE REFERRED TO

- (i) **Firstly – Original Property**

All those pieces and parcels of land situate, lying and being at revenue village Vikhroli, Taluka Ghatkopar in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, bearing CTS Nos. 50, 50/1 to 50/ 7 and 50/35 to 50/44, each having an area mentioned below, and admeasuring in aggregate, as per P.R.

Cards, about **71,145.50 sq. meters.** (seventy one thousand one hundred forty five point fifty square meters) or thereabouts;

SR. NO.	C.T.S.NO.	AREA (SMTS)
1	50	47,484.30
2	50/1	8,44.00
3	50/2	111
4	50/3	980.5
5	50/4	2,330.20
6	50/5	16,209.30
7	50/6	2,093.20
8	50/7	297.6
9	50/35	107.3
10	50/36	107.3
11	50/37	72.6
12	50/38	72.6
13	50/39	72.6
14	50/40	72.6
15	50/41	72.6
16	50/42	72.6
17	50/43	72.6
18	50/44	72.6
	Total	71,145.50

together with the buildings and other structures standing thereon and is bounded as follows:

- On or towards North-East : By CTS No. 31 of village Vikhroli
- On or towards South-East : By Central Railway Boundary
- On or towards South-West : By Ghatkopar Village Boundary
- On or towards North-West : By Ghatkopar Village Boundary and
L.B.S. Marg

(ii) Secondly – said Larger Property

Net area available for development is admeasuring 57342.50 sq.mtrs out of the Original Property more particularly described Firstly hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO

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

1) Clubhouse Activities:

Ampi-Theatre (Open Air)

Indoor Games Area (Pool, Table Tennis, Cards, etc)

Multi-Purpose Hall / Business Centre / Library (Open Air)

Squash Courts – 2 Nos

Gym

Wash Rooms / Changing Rooms

Coffee Shop

2) Active Recreations:

Lap Pool

Jacuzzi Pool

Children's pool

Jogging & Walking Track

Children's Play Area

Multi-purpose Court

3) Recreational Facilities:

Foot Reflexology Paths / Garden

Reading Corners

4) Amenities:

Garden Pavilions

Herb Garden

Old Folks Corner

Signed, Sealed And Delivered)

The Withinnamed **"THE PROMOTERS"**)

WADHWA RESIDENCY PRIVATE LIMITED)

Through its Director)

Mr. _____)

In The Presence of)

_____)

Signed, Sealed And Delivered)

The Withinnamed "FLAT PURCHASER/S")

_____)

In the presence of)

_____)

RECEIPT

RECEIVED OF AND FROM the within named Flat Purchaser/s a sum of
Rs. _____/- (Rupees _____ Only) on the
execution of these Presents being the part Sale consideration within mentioned to
have been paid by them to us the details of which are as under:-

WITNESSES:

**WE SAY RECEIVED
FOR WADHWA RESIDENCY PRIVATE LIMITED**

(Director)