

**AGREEMENT**

This **AGREEMENT** is made and executed at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN**

**NHP DEVELOPERS LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 501-B, 5<sup>th</sup> Floor, Symphony, Besides Canara Bank, Nehru Road, Vile Parle (East), Mumbai – 400057, and hereinafter referred to as "**the Promoter**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **One Part**;

**AND**

\_\_\_\_\_  
Indian inhabitants, residing at \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as "**the Purchasers**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, the heirs, executors and administrators and the permitted assigns of the individual / in case of a partnership firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their assigns / in case of a company its successors and permitted assigns / in case of a limited liability partnership its successors, and permitted assigns) of the **Other Part**;

**WHEREAS:**

- (i) The Maharashtra Housing and Area Development Authority (hereinafter referred to as "**MHADA**") is the owner *inter alia* of the land admeasuring 3,442 square meters and forming part of the larger land bearing City Survey No.1-C/1/1 of Village Kandivali, Taluka Borivali and situate at Mahavir Nagar Extension, Kandivali (West), Mumbai – 400 067 (as more particularly described in the **First Schedule** hereunder written and hereinafter referred to as "**the Plot**");

- (ii) By and under the Indenture of Lease dated 3<sup>rd</sup> June 2009 executed by and between MHADA of the one part and **MAHAVIR NAGAR ANSHUL PLAZA CO-OPERATIVE HOUSING SOCIETY LIMITED**, a co-operative society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 having its registered office at Plot bearing CTS No.1c/1/1/(Pt.), Mahavir Nagar Extension, Kandivali (West), Mumbai 400 067, (hereinafter referred to as "**the Society**") of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.6 under Serial No. BDR-12/4666 of 2009 (hereinafter referred to as "**the Indenture of Lease**"), MHADA demised the Plot to the Society for a period of 30 (thirty) years commencing from 3<sup>rd</sup> June 2009, in consideration of the premium and the lease rent paid by the Society and subject to the terms and conditions mentioned therein;
- (iii) Under the Indenture of Lease, the Society is entitled to construct a residential building on the Plot by utilizing the existing floor space index permissible for the Plot viz. an FSI of 1.0, i.e. 3442 square meters (hereinafter referred to as "**the Existing FSI**") on the terms and conditions mentioned therein;
- (iv) By the resolution passed by the Society in its General Body meeting held on 5<sup>th</sup> July 2009, the Society appointed **VIDISHA REAL ESTATE DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at "Vidisha Building", 2<sup>nd</sup> Floor, Junction of S. V. Road and Natakwala Lane, Above Sony Centre, Borivali (West), Mumbai 400 092, (hereinafter referred to as "**the Head Developer**") to develop the Plot;
- (v) Pursuant thereto, the Head Developer commenced construction of the building on a portion of the Plot, shown in blue colour wash on the Plan of the Plot annexed hereto and marked as **Annexure - "A"**, (hereinafter referred to as "**the Demarcated Portion**") and completed construction of two level podium and five upper floors thereof admeasuring 2650 square meters in the aggregate, and representing approximately 0.77 i.e. 2650 square meters FSI out of the Existing FSI (hereinafter referred to as "**the Existing Building**");
- (vi) By its proposal dated 22<sup>nd</sup> September, 2009 read with the revised proposal dated 7<sup>th</sup> October 2013, the Society applied to MHADA for allotment of

additional buildable area (over and above the Existing FSI) for consumption on the Plot;

(vii) By its Offer Letter bearing No. MB/REE/NOC/F-841/2060/2013 dated 29<sup>th</sup> October 2013, MHADA permitted the Society *inter alia* to construct additional area of 5163 square meters, (hereinafter referred to as the "**Additional FSI**"), subject to the terms and conditions as mentioned therein. Hereto annexed and marked as **Annexure – "B"** is a copy of the said Offer letter dated 29<sup>th</sup> October 2013;

(viii) The Head Developer duly complied with the terms and conditions set out in above recited Offer Letter dated 29<sup>th</sup> October 2013 and accordingly MHADA has issued its NOC bearing No.CO/MB/REE/NOC/ F-841/474/2014 dated 30<sup>th</sup> April 2014. Hereto annexed and marked as **Annexure – "C"** is a copy of the said No Objection letter dated 30<sup>th</sup> April 2014;

(ix) In the circumstances, the total FSI allowed to be consumed on the Plot by the Society is as under –

		<b>Square Meters</b>
Existing FSI	-	3442
Fungible FSI on Existing FSI	-	1204.7
Additional FSI (by virtue of the said Offer Letter dated 29th October 2013)	-	5163
Fungible FSI on Additional FSI	-	1807.05
(Less) Portion of Existing FSI consumed in construction of the Existing Structure	-	(-) 2650 (approx.)
Balance available FSI	-	8966.75i.e. 96518.097 square feet (approx.)

(x) In the meanwhile, by and under the Development Agreement dated 23<sup>rd</sup> April 2014 executed by and between the Society of the one part and the Head Developer of the other part and registered in the Office of the Sub-Registrar of Assurances at Borivali No.3 under Serial No.BRL-3/2315 of 2014 (hereinafter referred to as "**the Development Agreement**"), the Society granted/confirmed the grant of development rights in respect of the Plot in favour of the Head Developer by utilizing the Additional FSI and fungible FSI of 1807.05 square meters on the Additional FSI, available in respect of the

Plot, at or for the consideration and upon the terms and conditions mentioned therein;

- (xi) Simultaneously therewith the Society also executed a Power of Attorney dated 23<sup>rd</sup> April, 2014 *inter alia* in favour of the Head Developer in respect of the development of the Plot which is registered in the Office of the Joint Sub-Registrar of Assurances at Borivali No.3 under Serial No.BRL-3/2316 of 2014;
- (xii) By and under the Deed of Partial Assignment of Development Rights dated 31<sup>st</sup> December 2014 executed between the Head Developer (therein referred to as 'the Developer') of the first part, the Society (therein referred to as 'the Confirming Party') of the second part and the Promoter herein (therein referred to as 'the Co-Developer') of the third part and registered in the Office of the Sub-Registrar of Assurances under Borivali No. 3 under Serial No. 3/744 of 2015, (hereinafter referred to as "**the Partial Assignment**"), and with the consent and confirmation of the Society, granted and assigned unto the Promoter, the development rights in respect of the Plot to the extent of the Additional FSI and fungible FSI of 1807.05 square meters on the Additional FSI that has become available in respect of the Plot, i.e. 6970.05 square meters equivalent to 75025.61 square feet FSI (hereinafter collectively referred to as "**the Project FSI**"), together with the right to construct additional premises on the Existing Building and to complete the same by utilizing the Project FSI, at or for the consideration, in the manner and upon the terms and conditions mentioned therein;
- (xiii) Pursuant thereto, the Head Developer has executed the Power of Attorney dated 7<sup>th</sup> February 2015 in favour of (i) Nitin Sanghavi, (ii) Premal Desai and (iii) Falguni Sanghavi and registered in the Office of the Sub-Registrar of Assurances at Borivali No. 3 under Serial No. BRL-3/745 of 2015, to do all acts, deeds, matters and things in relation to the Project FSI and the development of the Plot as more particularly set out therein;
- (xiv) In the circumstances, the Promoter herein is entitled to enter upon the Plot and the Existing Building, for the purpose of constructing additional floors from 9<sup>th</sup> floor to 20<sup>th</sup> floor to the A & B Wings, (hereinafter referred to as "**the Project Building**") on the Existing Building standing on the Demarcated Portion of the Plot, by utilization of the Project FSI;

(The Existing Building and the Project Building are hereinafter collectively be referred to as "**New Building**")

(xv) Under the Partial Assignment, the scheme of development as envisaged by the parties thereto is as under –

- a. the Head Developer shall obtain the full commencement certificate for construction of the New Building by utilization of the Project FSI and upon completion of construction by the Promoter, the Head Developer shall obtain OC of the Project Building;
- b. the Head Developer shall within 120 days thereafter, complete the construction of the Existing Building by constructing the additional floors thereon by utilizing the (balance) Existing FSI of 1.00 and the fungible/compensatory FSI in respect thereof aggregating to 4646.7 square meters on the Existing FSI (i.e. upto and inclusive of the 11<sup>th</sup> slab thereon), and which Existing Building has thereafter been duly constructed and completed by the Developer on or about 15<sup>th</sup> May 2015;
- c. the Head Developer alone shall be responsible for and shall duly comply with and discharge all the obligations to the Society under the Development Agreement - I (including without limitation the obligation to provide to the existing members of the Society the Members' Premises (as defined in the Partial Assignment) i.e. 44 (forty-four) residential flats having area of at least 50 square meters each to the maximum of 80 square meters each, together with 44 (forty-four) car-parking spaces either in the stilts or podium as may be available;
- d. the Head Developer alone shall be responsible for and shall duly fulfill and comply with all the obligations under the Indenture of Lease and under the orders and directions of MHADA and in the event, any premises are required and/or directed to be handed over to any authority under the terms of the Indenture of Lease and/or the said Offer Letter dated 29<sup>th</sup> October, 2013 read with the said No Objection Letter bearing No.CO/MB/REE/NOC/F-841/474/2014 dated 30th April, 2014, read with the no-objection letter bearing No. 4261/2005 dated 16<sup>th</sup> September 2005 issued by MHADA, the same shall be provided by the Head Developer from and out of the premises accruing to the Head Developer and/or the Head Developer's Premises (as defined below), and the same shall not under any circumstances form part of or comprise the Promoter's Premises (as defined below). In the event, any built up

area is to be constructed in accordance with specifications, and/or subject to restrictions, as per the terms of the Indenture of Lease and/or the said Offer Letter dated 29<sup>th</sup> October, 2013 read with the said No Objection Letter bearing No.CO/MB/REE/NOC/F-841/474/2014 dated 30<sup>th</sup> April, 2014, the said no-objection letter bearing No. 4261/2005 dated 16<sup>th</sup> September 2005, issued by MHADA ("Earmarked Premises"), the Earmarked Premises shall form part of and be comprised entirely in premises accruing to the Head Developer, and/or the Head Developer's Premises alone, and the Earmarked Premises shall not form part of or comprise of the Promoter's Premises under any circumstances. Without prejudice to the generality of the foregoing, the responsibility and liability with respect to the 10% reservation of flats for allotment as and under the 'Government Quota' and the 20% reservation of flats for allotment to members of the Scheduled Castes, Scheduled Tribes, Nomadic Tribes and the 'Vimukt Jati-Nomadic Tribes', shall be that of the Head Developer alone and shall be provided exclusively from and out of the premises comprised in the premises accruing to the Head Developer, and/or the Head Developer's Premises (to the exclusion of the Promoter and the Promoter's Premises). In addition to the foregoing, in the event if any New Premises (as defined in the Partial Assignment) are required to be handed over to the Society (and/or its members) over and above the Members' Premises (as defined in the Partial Assignment) for any reason whatsoever, then the premises to be so handed-over shall be from and out of the premises accruing to the Head Developer, and/or Head Developer's Premises only (to the exclusion of the Promoter's Premises);

- e. after completion of the 11<sup>th</sup> slab on the Existing Building by the Head Developer as aforesaid, the Promoter shall put-up additional construction thereon and complete the New Building by utilizing the Project FSI in accordance with the terms and conditions of the Partial Assignment;
- f. from and out of the additional premises constructed by the Promoter as aforesaid, 90% (ninety percent) of the premises (corresponding to 67,523.056 square feet out of the Project FSI i.e. the Promoter's FSI) shall belong to the Promoter and 10% (ten percent) of the premises (corresponding to 7,502.561 square feet out of the Project FSI i.e. the Head Developer's FSI) shall belong to the Head Developer;

- g. the flats/premises and the car parking spaces which come to the share of the Promoter as per the terms of the Partial Assignment are hereinafter be referred to as "**the Promoter's Premises**" and the flats/premises and the car parking spaces which come to the share of the Head Developer as per the terms of the Partial Assignment are hereinafter be referred to as "**the Head Developer's Premises**".
- h. in view of the aforesaid, the Promoter is entitled to sell/allot the Promoter's Premises to prospective purchasers, who shall be enrolled as members of the Society subject to the payment of statutorily prescribed share application money and membership fees and without any premium, transfer charges or donation;
- i. the Society and the Head Developer have, subject to the grant of the increase in FSI, reserved their rights to develop further on the portion of the land shown with green coloured wash on the plan annexed hereto and marked as Annexure- A. The Promoter's rights under the Partial Assignment is restricted to the Project FSI only and, any increase in the FSI under any nomenclature due to amendments of the Applicable Laws or otherwise over and above the Project FSI, shall belong to the Society and the Head Developer; and the Society and the Head Developer alone will be entitled to avail all the benefits accruing on account of such increase in the FSI etc. The said development shall be a separate phase of development all together;

(xvi) The entire project consisting of the 1 (one) building comprised of three wings viz. Wings A, B and C to be constructed on the Plot and shall be known as "**Anshul Heights**";

(xvii) The Head Developer has appointed M/s. Vishmee Consultants as architects and Mr. Hiren M. Tanna as RCC consultants for the preparation of the structural designs and drawings of the Project Building and the Promoter accepts the professional supervision of the architect and the structural engineers till the completion of the Project Building;

(xviii) The Head Developer and the Promoter have got the plans, specifications, elevations, sections and other details of the Project Building duly approved and sanctioned from the MCGM and has obtained Intimation of Disapproval ("IOD") bearing No. CHE/A-4665/BP(WS)/AR dated 05<sup>th</sup> January 2015;

(xix) The MCGM has issued Full Commencement Certificate bearing No. CHE/A-4665/BP(WS)/AR dated 31<sup>st</sup> January 2015 which has been subsequently re-endorsed from time to time and the Promoter and the Head Developer, as the case may be, have obtained the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the Project Building; The Promoter has till date completed the construction of the Project Building and the Head Developer has applied for OC on 24th May, 2018;

(xx) While sanctioning the plans, MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Head Developer and the Promoter, as the case may be, while developing the Plot and upon due observance and performance of which only the Occupation and Completion Certificate/s in respect of the Project Building shall be granted by the MCGM;

(xxi) The Head Developer has obtained the necessary permission/ no-objection from MHADA for the development of the Plot *inter alia* by utilization of the Existing FSI and the Project FSI vide its said letter bearing No. 4261/2005 dated 16<sup>th</sup> September 2005 read with the said letter bearing No. MB/REE/NOC/F-841/2060/2013 dated 29<sup>th</sup> October 2013;

(xxii) The Purchaser has approached the Promoter herein to purchase and the Promoter has at the request of the Purchaser agreed to sell to the Purchaser, the residential premises being a flat, more particularly described in **Second Schedule** hereunder written on "ownership basis" in the Project Building (hereinafter referred to as the "**Premises**") for the total consideration more particularly mentioned in **Third Schedule** hereunder written (hereinafter referred to as the "**Consideration**") payable in the manner more particularly set out in the **Fourth Schedule** hereunder written and upon detailed terms and conditions agreed between the Purchaser and the Promoter as recorded herein;

(xxiii) The Promoter has sole and exclusive right to sell the apartments comprised in the Promoter's Premises (including the Premises) in the Project Building to be constructed by the Promoter on the Demarcated Portion of the Plot and to enter into agreement/s with the purchaser of those apartments and to receive the sale consideration in respect thereof;

(xxiv) On demand from the Purchaser, the Promoter has given inspection to the Purchaser all the documents of title relating to the Plot and the plans, designs and specifications prepared by the Head Developer's Architects Messrs Vishmee Consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the RERA**") and the Rules and Regulations made thereunder and the Purchaser is fully satisfied with the title of the Society in respect of the Plot and the Promoter's right to construct the Project Building from and out of the New Building and sell and allot various premises comprised in the Promoter's Premises in the Project Building;

(xxv) The authenticated copies of (i) the Title Certificate dated 10<sup>th</sup> November 2015 issued by Ms. Shaila Taware, Advocate, (ii) Extract of the Property Register Card, (iii) IOD, CC and (iv) the plan in respect of the Premises have been annexed hereto and marked as **Annexures - "D", "E", "F" and "G"** respectively;

(xxvi) The authenticated copy of the plans of the layout as approved by the MCGM has been annexed hereto and marked as **Annexure - "H"**

(xxvii) The authenticated copies of the plans of the layout as proposed by the Head Developer and/or the Promoter (as the case may be) and according to which the construction of the New Building and the open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure - "I"**;

(xxviii) This Agreement is restricted to the Premises in the Project Building (forming part of the New Building comprised of Wings A and B only) and which Project Building is the subject matter of this Agreement and the Purchaser is not concerned with any other portion of the New Building, (save and except the Project Building) and/or any other building/structure/wing constructed/under construction/proposed to be constructed on the other portion of the Plot;

(xxix) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(xxx) Prior to the execution of these presents, the Purchaser has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) being earnest money (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

(xxxi) The Promoter has registered the Project Building under the provisions of the RERA with the Real Estate Regulatory Authority at Mumbai under No. **P51800003285**, authenticated copy is attached as **Annexure - "J"**;

(xxxii) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for sale of the Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

1. **DEVELOPMENT AND CONSTRUCTION:**

1.1 The Promoter is constructing the Project Building in the project "Anshul Heights", being constructed on the Demarcated Portion of the Plot, in accordance with the plans, designs, specifications approved by the MCGM and which have been seen and inspected by the Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser only in respect of variations or modifications in (a) the sanctioned plans and specifications and (b) the nature of fixtures, fittings and amenities (as described in this Agreement), in respect of the Premises, except any alteration or addition required by any Government authorities or due to change in law.

1.2 The consent referred in the aforesaid proviso shall not be unreasonably withheld unless the carpet area, location and/or orientation of the Premises is adversely affected.

2. **TRANSACTION:**

2.1 The Purchaser agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser, the Premises more particularly described in the **Second Schedule** hereunder written, as shown in the floor plan thereof hereto annexed and marked Annexure-G on ownership basis for the Consideration, being the price more particularly mentioned in the **Third Schedule** hereunder written including Rs. NIL for the proportionate price of the common areas and facilities in respect of the New Building.

2.2 The expression "carpet area" means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping etc. The area dimensions of toilets, bathrooms and other wet areas shall be measured above the ledge wall of toilets, bathrooms and other wet areas.

2.3 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Project Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within 30 (thirty) days with interest as provided under the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Purchaser shall pay the additional amount to the Promoter as per the next milestone of the payment schedule as mentioned in **Fourth Schedule**, and in any event before taking possession of the Premises. All these monetary adjustments shall be made at the same rate per square meter as mentioned in the Third Schedule.

- 2.4 The Promoter has agreed to sell to the Purchaser the Premises on the basis of carpet area only and the Consideration agreed to be paid by the Purchaser to the Promoter is agreed on the basis of the carpet area of the Premises.
- 2.5 The Consideration has been arrived at/calculated on the basis of the Purchaser having agreed to pay the Consideration in the manner set out in the **Fourth Schedule** hereunder written and having agreed to comply with the terms and conditions mentioned herein.

3. **CONSIDERATION:**

- 3.1 The Purchaser agrees to pay the Consideration mentioned in the Third Schedule hereunder written and payable in the manner set out in the Fourth Schedule hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Purchaser shall also pay to the Head Developer and/or Society and/or the Promoter, as the case may be, the Other Charges (defined hereafter) and more particularly mentioned in the **Fifth Schedule** hereunder written.
- 3.2 The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST and cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by the Promoter) and/or all other direct/indirect taxes applicable or which may become applicable on the transaction as contemplated herein upto the date of handing over the possession of the Premises.
- 3.3 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Sanctioning Authorities (as defined later), any competent authority and/or any other increase in charges which may be levied or imposed by the Sanctioning Authorities, competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the Sanctioning Authorities or any competent authorities etc., the Promoter shall enclose the said

notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

- 3.4 It is clarified that the Promoter has furnished the relevant information to the Purchaser and the Purchaser is aware that the benefit of the eligible input tax credit under the Central Goods and Services Act, 2017 and the GST Rules, notifications, circulars etc. (to the extent attributable to the Premises), which may be available to the credit of the Promoter has been arrived at and the benefit of such input tax credit has already been passed on to the Purchaser (by way of commensurate deduction in the Consideration payable to the Promoter) and accordingly, the Purchaser understands and agrees that the Consideration is the reduced amount due to such input tax credit benefit passed on to the Purchaser. The Purchaser has satisfied himself/herself/themselves in respect of and/or relating to the above and agrees not to raise any dispute(s), objection(s) in respect of and/or relating to the above.
- 3.5 Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, GST and all other amounts and taxes as may be applicable and/or performance of the obligations by the Purchaser, is the essence of this Agreement.
- 3.6 The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3.7 The amounts payable by the Purchaser to the Promoter including the payments of installments more particularly mentioned in the Fourth Schedule hereunder written shall be made by the Purchaser within 15 (fifteen) days of notice in writing by the Promoter. An intimation forwarded by the Promoter to the Purchaser that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed.

3.8 If the Purchaser fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or GST and/or any other taxes as applicable within 15 (fifteen) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Purchaser and the Purchaser shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the date of the demand notice issued by the Promoter. In addition to the Purchaser's liability to pay interest as mentioned hereinabove the Purchaser shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Purchaser any amount or dues whatsoever payable by the Purchaser under this Agreement and the Purchaser hereby indemnifies the Promoter regarding such expenses. In case of delay/default in making payment of the GST and all other direct/indirect taxes amounts more specifically mentioned herein and/or otherwise as demanded/payable, the Promoter shall be entitled to, without prejudice to any other rights or remedies available with the Promoter, adjust such amounts due and payable by the Purchaser along with interest thereon from the due date till the date of adjustment against any and all subsequent amounts received from the Purchaser.

3.9 GST and any other new taxes, any such interest, penalty, levies and cesses and also all increases therein from time to time as may be applicable shall be paid by the Purchaser to the Promoter along with and in addition to each installment or as may be demanded by the Promoter.

3.10 The Purchaser agrees to deduct tax at source ("TDS") at applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same into the requisite Government Income Tax account and further the Purchaser agrees and undertakes to furnish to the Promoter a tax Certificate in this regard within 30 days from the date of deduction of tax. In the event the Purchaser fails to deduct tax or deposit the same in the requisite

Government Income Tax account, the Purchaser shall be solely liable and responsible in respect thereof, with no liability to the Promoter.

- 3.11 It is expressly agreed that any deduction of an amount made by the Purchaser on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any amount to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon the Purchaser submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.
- 3.12 The Purchaser hereby accords/grants his irrevocable consent to the Promoter to securitize, subject to the provisions of the RERA, the Consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial Institutions the right to directly receive from the Purchaser the Consideration/or part thereof hereunder. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial Institutions, the Consideration or part thereof and/or the amounts payable herein. The Promoter covenants that the payment of such Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the bank/financial Institutions, shall be a valid payment of the Consideration or part thereof and discharge of his obligations hereunder.

#### 4. **OBLIGATIONS OF THE PROMOTER**

- 4.1 The Promoter 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 Premises to the Purchaser, obtain from the concerned local authority, through the Head-Developer, occupation certificate in respect of the Premises.

- 4.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the Project Building and handing over the Premises to the Purchaser after receiving the occupation certificate. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.
- 4.3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Building is 5163 square meters together with the fungible FSI of 1807.05 square meters thereon i.e. the Project FSI and Promoter has planned to utilize the Project FSI for the construction of the Project Building. The Purchaser has agreed to purchase the Premises based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the aforesaid Project FSI and on the understanding that the declared Project FSI belongs to Promoter and the Head Developer (in the manner as agreed in the Partial Assignment).
- 4.4 The Promoter has commenced the construction of the Project Building on the Demarcated Portion of the Plot in accordance with the plans, designs, specifications that are approved by the MCGM and may make only such variations and modifications as the Promoter may consider necessary and/or as may be required by the MCGM, MHADA and/or any other concerned authority/ies ("**Sanctioning Authorities**") to be made by them in accordance with clause 1 above.
- 4.5 The Promoter will provide the fixtures, fittings and amenities in the Project Building and the Premises as set out in **Annexure - "K"** annexed hereto. However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand or their near substitutes.

## 5. **DEFAULT AND THE CONSEQUENCES:**

- 5.1 If the Promoter fails to abide by the time schedule for completing the Project Building and handing over the Premises to the Purchaser, then subject to the provisions of clause 8.2 below, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw

from the project, interest as specified in the Rules, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the Premises. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

- 5.2 Without prejudice to the right of the Promoter to charge interest in terms of clause 5.1 above, on the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement (including the Purchasers' proportionate share of taxes levied by MCGM and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.
- 5.3 Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;
- 5.4 Upon termination of this Agreement:
  - (a) The Purchaser shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;
  - (b) The Promoter shall be entitled to deal with and dispose of the Premises to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Purchaser;
  - (c) The Promoter shall be entitled to retain an amount equivalent to 10% of the Consideration, towards all costs, charges, expenses, losses and/or damages suffered by the Promoter

on account of the termination, which the Purchaser agrees, confirms and acknowledges, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty;

- (d) The Promoter shall refund the balance Consideration paid by the Purchaser to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST and/or any other amount due and payable by the Purchaser and/or paid by the Promoter on Purchaser's behalf/account in respect of the Premises within a period of 30 (thirty) days of the termination as above;
- (e) In case the Promoter receives a credit/refund of the GST amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon;
- (f) If the Purchaser seeks a loan from financial institutions or banks or any other lender (the "**Lender**") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Purchaser committing a default of the payment of the installments of the Consideration and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter. The Purchaser shall obtain the necessary letter from the Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser shall be (subject to what is stated above in clause 5.4 {d}) entitled to the refund of the amount so paid by him to the Promoter towards the Premises in accordance with what is stated in clause 5.3. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional;

5.5 Till the time the entire Consideration and the other amounts due and payable by the Purchaser to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

## 6. **RIGHTS AND ENTITLEMENT OF THE PROMOTER:**

- 6.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises. All other premises out of the Promoter's Premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.
- 6.2 As part of the development of the Project Building the requisite approvals and sanctions have been applied for and/or are in process of being obtained and/or obtained by the Promoter and the Head Developer, as the case may be, from the Sanctioning Authorities. The requisite approvals and sanctions for the development of the Project Building may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the Project Building and/or as the Promoter deems fit and/or as may be required by any competent authority.
- 6.3 The Purchaser hereby grants his irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the Promoter's Premises forming part of the Project Building constructed on the Demarcated Portion of the Plot and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.
- 6.4 The Head Developer and the Promoter will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Plot to which the Purchaser shall not have right to object, and it is expressly agreed that the Head Developer together with the Promoter shall be entitled to put signage to reflect the name of "**Anshul Heights**" (as desired by them) on the New Building/the Plot and/or any part thereof including on the terrace and said signage may be illuminated or comprising neon sign and for that purpose the Head Developer and the Promoter are fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the New Building as the

case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Head Developer and/or the Promoter. The Head Developer and the Promoter shall be entitled to install their respective logos in one or more places in or upon the New Building and the Head Developer and the Promoter reserve to themselves full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

- 6.5 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Promoter's Premises shall at all times be and remain the sole and absolute property of the Promoter and the Promoter may if it so desires, become a member of the Society in respect thereof and the Promoter 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 it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser herein, nor the Society shall object to or dispute the same. On the Promoter shall intimate to the Society the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the Promoters shall get the Society to forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and issue share certificate/s and other necessary documents in their favour.
- 6.6 The Promoter shall, subject to the provisions of RERA, be at liberty to sell, assign, transfer and mortgage the receivables and/or the Project Building, including to raise finance/loan from any financial institution/bank and to create mortgage, charge, securitization of receivables, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises. The Promoter shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof. The Purchaser agrees to pay

the Consideration into the Promoter's escrow account of the mortgagee bank in the event of the Promoter creating a mortgage and security interest with respect to the Project Building.

- 6.7 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Promoter for not claiming any area in FSI calculations, or any other charges etc. payable to any Sanctioning Authority, Estate Department of the MCGM or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Further the Promoter is entitled to get refund of excess amounts by way of premium, betterment charges, development charges, transfer charges or any other charges deposited with the municipal authorities for which the Purchaser has consented for.
- 6.8 The Promoter shall have the exclusive right to allot the premises forming a part of the Promoter's FSI (i.e. units/flats coming to the Promoter's share) and shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Demarcated Portion of the Plot and the New Building and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 6.9 The Promoter, the Head Developer and the Society shall at their discretion be entitled to nominate any property management agency including themselves and/or any of their subsidiaries ("**property management agency**") to manage the operation and maintenance of the New Building, and the infrastructure on the Plot, common amenities and facilities on the Plot after the Plot is developed (as determined by them). The Promoter and the Head Developer shall have the authority and discretion to negotiate with such property management agency and to enter into and execute formal agreement/s for maintenance and management of

infrastructure with it/ them. The cost incurred in appointing and operating the property management agency shall be borne and paid by the occupants of the New Building including the Purchaser on a pro-rata basis as part of the development and common infrastructure charges referred to herein.

- 6.10 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Head Developer and the Promoter or the property management agency, including without limitation, payment of the Purchaser's share of the maintenance and service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Plot and common areas and facilities within the Plot and said buildings constructed thereon.
- 6.11 The Head Developer and the Promoter shall be entitled to construct site offices/sales lounge in the Plot and shall have the right to access the same at any time without any restriction whatsoever and shall continue until the entire Plot is developed.
- 6.12 The Purchaser shall not have any objection to any and all of the aforesaid and the Purchaser hereby grants his irrevocable and unequivocal consent to the Head Developer and the Promoter to carry out the necessary acts, deeds, matters and things in relation to the above.
- 6.13 All the consents referred in this clause 6 shall be considered as the Purchaser's unconditional and un-equivocal consent under section 7(1)(ii) and 7A of MOFA and the Rules thereunder and the consent under the provisions of RERA.

## 7. **RIGHTS AND OBLIGATIONS OF HEAD DEVELOPER:**

- 7.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Premises and all other premises comprised in the Head Developer's Premises shall be the property of the Head Developer and the Head Developer shall be entitled to develop the Plot without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

7.2 The Purchaser is fully aware and hereby expresses and confirms that if the FSI under any nomenclature is increased for any reason whatsoever then the Head Developer and the Society alone are entitled to the same and shall be entitled to utilize the same by putting up additional construction on the portion of the Plot which is shown with green colour wash on the Plan annexed hereto and marked as Annexure-A and be further entitled to deal with the same in the manner the Head Developer deems fit and proper and the Purchaser hereby irrevocably consents to the same (i.e. the proposed Wing C which is not a subject matter of this Agreement). The Purchaser expressly consents to the same and covenants that he/she/they will not raise any objection any time in future and have purchased the premises with specific knowledge of the said reservation.

7.3 The Head Developer shall (subject to the terms and conditions of the Development Agreement and the Partial Assignment) always have the right to avail the benefit of additional FSI by whatever name called for construction from the Sanctioning Authorities and also to put up additional structures, make additions, alterations therein and/or raise storeys thereon, as may be permitted by the Sanctioning Authorities and/or other competent authorities, subject however to the foregoing being carried out on the portion of the Plot shown in green colour wash on the Plan annexed hereto and marked as Annexure-A. Such additions, structures and storeys will be the sole property of the Head Developer as per the terms of the Development Agreement and the Partial Assignment. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by him and/or claim any compensation or damage on the ground of inconvenience or any other ground whatsoever from the Head Developer and/or the Promoter.

7.4 The Purchaser agrees and gives his irrevocable consent to the Head Developer for carrying out the amendments, alterations, modifications and/or variations to the further building plans (whether envisaged at present or not), in respect of building/s to be constructed on the portion of the Plot shown in green colour wash on the Plan annexed hereto and marked as Annexure-A. The Purchaser hereby irrevocably agrees not to obstruct and/or raise

any objections whatsoever and/or interfere with the Head Developer for carrying out amendments, alterations, modifications and/or variations as aforesaid. It is hereby clarified that in the event, reservations, if any are noticed and/or are removed or its location is changed by getting it shifted, then the Head Developer shall be entitled to develop the area previously demarcated as such and for this purpose will be entitled to amend or vary the scheme of development in respect of the Plot (excluding the New Building standing thereon) and the Purchaser shall not object to the same.

- 7.5 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Head Developer's Premises shall at all times be and remain the sole and absolute property of the Head Developer and the Head Developer may if it so desires, become a member of the Society in respect thereof and the Head Developer 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 it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser herein, nor the Society shall object to or dispute the same. On the Head Developer intimating to the Society the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the Society 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.
- 7.6 Till the entire development of the Plot is completed (including but not limited to by constructing new building/s or additional wing/s on the portion of the Plot shown in green colour wash on the Plan annexed hereto and marked Annexure-A), the Purchaser shall not interfere in any manner in any work of development or construction and the Head Developer, and/or the Society alone shall (subject to the provisions of the Partial Assignment) have full control, absolute authority and say over the un-allotted areas, open spaces, gardens,

infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Plot and the Purchaser shall have no right or interest in the enjoyment and control of the Head Developer, and/or the Society in this regard.

- 7.7 The project "Anshul Heights" is being constructed on the Plot and shall tentatively comprise of 1 building with 3 wings. The layout plan and the number of the buildings/wings to be constructed are subject to changes which may be necessitated by the Sanctioning Authorities or as the Head Developer may require. It is clarified that construction of the portion of the Plot shown in green colour wash on the Plan of the Plot hereto annexed and marked as Annexure-A by the Society and the Head Developer under a separate phase of development altogether and the Promoter shall in no manner be responsible for the same.
- 7.8 In the event the construction and development of the portion of the Plot shown in green colour wash on the Plan of the Plot hereto annexed and marked as Annexure-A is taken up subsequently in the second phase, the Head Developer shall continue to be entitled to complete the balance development of the project and for which the Head Developer shall continue to be entitled to utilize the entire development potential of the Plot and the full FSI thereof (including fungible FSI, free FSI, premium FSI) or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with DCR as well as all applicable laws, rules and regulations as may be in force, in the completion thereof in the manner provided in clause 7.3 read with clause 7.4. The Purchaser has been made aware of such phase wise development and the Purchaser expressly hereby consent to the same;

## 8. **POSSESSION:**

- 8.1 The possession of the Premises shall be offered to the Purchaser after the Premises is ready for use and occupation provided all the amounts payable by the Purchaser under this Agreement including but not limited to the Consideration, Other Charges and all other amounts, taxes, the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser.

8.2 The Promoter shall give possession of the Premises to the Purchaser, by the date referred in the Third Schedule hereunder written (the "**Date of Hand Over**"). If the Promoter fails or neglects to give/offer possession of the Premises to the Purchaser on the Date of Hand Over (subject to force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case, in the event the Purchaser intends to withdraw from the project, the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 (thirty) days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amount/s excluding taxes, if any, that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Premises along with the interest as per the RERA Rules from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid. On the Promoter tendering the refund of the abovementioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit;

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date/s, if the completion of the Project Building is delayed on account of:

- (a) war, civil commotion or Act of God;
- (b) any notice, order, rule, notification of the Government and/or other public, or competent authority/court;
- (c) other cause beyond the control of the Promoter;

Upon the occurrence of any event of Force Majeure Events, the date of possession shall stand extended to the extent of loss of time.

8.3 The Purchaser agrees that the return of the payment mentioned in clause 8.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in clause 8.2 above, the

amounts paid by the Purchaser towards his GST liability only, until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding GST amount paid/deposited, from the statutory authorities and not otherwise.

- 8.4 The Promoter, upon the Head Developer obtaining the occupation certificate from the competent authority and the payment made by the Purchaser as per this Agreement shall offer in writing the possession of the Premises, to the Purchaser in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Purchaser. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of the Head Developer receiving the occupation certificate of the project.
- 8.5 The Purchaser shall take possession of the Premises within 15 days of the written notice from the Promoter to the Purchaser intimating that the Premises is ready for use and occupation.
- 8.6 Upon receiving a written intimation from the Promoter as per clause 8.5, the Purchaser shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Purchaser. In case the Purchaser fails and/or neglects to take possession within the time provided in clause 8.5 such Purchaser shall be liable to pay all outgoings and maintenance charges as applicable.
- 8.7 If within a period of five years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the Project Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation as provided under the RERA.
- 8.8 The Promoter shall however not be responsible or liable to comply

with its obligations stated in clause 8.7, if the defects or provision of services referred therein are on account of the acts or omissions (including without limitation any internal and external changes in the Premises) on the part of the Purchaser or the Society or any other occupant of the New Building, or due to normal wear and tear.

8.9 It is expressly clarified by the Promoter and agreed by the Purchaser that if the Purchaser desires any modification/s in the specification/s and/or provision of certain amenities not meant to be provided to the Purchaser and offers to make payment of the additional charges for such modification and provision to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification and provision shall be added to the time for delivery of possession of the Premises to the Purchaser.

#### 9. **SOCIETY:**

9.1 Upon completion of the New Building and receipt of the Occupation Certificate in respect thereof and subject to the Purchaser having made payment of the entire consideration including all dues, outgoings and other sums to be paid hereunder, the Promoter shall get the Society to admit the Purchaser as a member of the Society, subject to the Purchaser agreeing to abide by the rules, regulations and bye-laws of the Society and subject to the Promoter informing the Society to admit the Purchaser as the member of the Society, together with a copy of this Agreement;

9.2 The Purchaser agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Head Developer or the Promoter. The Purchaser shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Purchaser shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Purchaser hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the same;

9.3 The Promoter shall get the Society to duly admit the Purchaser as a member of the Society without demur and without demanding any

premium, fee or other amount (by whatsoever name called) save and except for the statutorily prescribed share application money and membership fees.

10. **COMMON AREAS AND RESTRICTED AREAS:**

- 10.1 It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities in respect of the New Building and the Plot and the usage of the same shall be in common with the purchasers/occupants/users of the other premises in the New Building and the purchasers of premises in the structure to be constructed by the Head Developer on the portion of the Plot shown in green colour wash on the plan thereof being Annexure-A hereto and the nature, extent and description of such common areas and facilities is set out in the **Part – 1** of the **Sixth Schedule** hereunder written. It is hereby agreed that subject to the provisions of the Partial Assignment, the Head Developer, has the exclusive right of allotment of different areas within the Plot and the New Building to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Part – 1 of the Sixth Schedule written hereunder under the heading Common Areas and Facilities only shall be common areas and facilities and the Promoter and the Head Developer (as the case may be) shall be entitled to declare all other areas as restricted areas and facilities including those mentioned in the **Part - 2** of the **Sixth Schedule** hereunder written and alienate and dispose of the same in such manner as they (or either of them, as the case may be) think fit and proper.
  
- 10.2 The infrastructural facilities/requirements/ conveniences, utility services, etc. proposed to be housed/provided at the New Building and such utilities/services, if extended to serve/be utilized by any of the other buildings in the Plot, as the Head Developer may deem fit, shall be utilized by the New Building in common or partially with the other buildings in the Plot as the Head Developer may deem fit. Similarly, the infrastructural facilities/requirements/ conveniences, utility services, etc. that may be housed/provided in the portions on which other buildings (that is already constructed and as may be further thereon) would serve/be utilized by the other buildings in common or partially with the New Building as may be decided by the Head Developer. The Purchaser shall be entitled to use such

infrastructural facilities/requirements/conveniences, utility services, etc. which will serve/ be utilized in common by all the buildings (as the Head Developer may decide) and the Purchaser agrees to contribute to/reimburse to/deposit with the Head Developer, his proportionate share, as may be determined by the Promoter/Head Developer towards the costs for repair, maintenance and replacement of the same. It is clarified that the infrastructural facilities/requirements, utility services, etc. in the respective demarcated areas of the Plot would be finalized by the Head Developer, at its sole discretion, in accordance with the requirements of the site conditions and as per the applicable rules and regulations (keeping in mind that the development of the project Anshul Heights is being carried out in phases).

10.3 The Head Developer and/or the Promoter (in so far as the same is necessary for the completion and maintenance of the Project Building) and/or the Society reserve to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads in the Plot, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Plot) and/or to shift/vary/re-align/modify the same to another portion of the Plot, as may be required by the Head Developer and/or the Promoter and/or the Society.

## 11. COVENANTS BY THE PURCHASER:

- 11.1 The Purchaser shall use the Premises or any part thereof or permit the same to be used only for the purpose of residence.
- 11.2 The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Promoter and/or the Society and any unauthorized change of user by the Purchaser shall render this Agreement voidable at the option of the Promoter and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

11.3 The Purchaser agrees and undertakes not to misuse the parking's, the meter room, the refuge area, elevation features.

11.4 The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Promoter as follows: -

- (a) to maintain the Premises at the Purchaser's own cost in good repairs and condition from the date, possession of the Premises is taken and shall not do or suffer to be done anything in or to the New Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the New Building or the Premises or part thereof;
- (b) not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the New Building or any part thereof in any manner whatsoever;
- (c) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the New Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the New Building including the entrance thereof. In case any damage is caused to the Premises or the New Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
- (d) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Premises or the New Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority;
- (e) not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation of the

New Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good repair and condition so as to support, shelter and protect other part of the New Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pards or other structural members in the Premises or the common areas;

- (f) not to shift or alter the position of either the kitchen or the toilets in the Premises which would affect the drainage system of the Premises / or any part thereof in any manner whatsoever;
- (g) not to do or permit to be done any act which may render void or voidable any insurance of the Plot or the New Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (h) not to carry out any civil work or repairs, wherein the area or any internal wall is disturbed and/or altered and not to carry any extension of any sort including loft, carrying out of chhaja work, renovations whereby the space used/to be used inside or outside their premises gets extended;
- (i) agrees and confirms that all the deposits whether refundable or otherwise or any other amount by whatever name called, pertaining to the common amenities and facilities of the project shall be reimbursed to the Promoter by all the Purchaser proportionately upon taking over the possession;
- (j) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot and the New Building;
- (k) not to hang cloths, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the New Building;
- (l) not to encroach upon or make use of any portion of the New Building not agreed to be acquired by the Purchaser;
- (m) not to enclose flower beds, balconies or any other elevation feature or change the external elevation or colour scheme of the New Building nor of the common areas including lobby and the areas outside the main door of the concerned premises;
- (n) pay to the Head Developer/the Promoter (as the case may be) within 7 (seven) days of demand by the Head

Developer/the Promoter, his share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the New Building;

- (o) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the Premises or otherwise;
- (p) to bear and pay all works contract tax, GST, Swachh Bharat Cess, Krishi Kalyan Cess, any other cess, charges, dues etc. and such other levies, if any, which may be imposed with respect to the construction on the Plot and/or any activity whatsoever related to the Premises by the MCGM and/or State/Central/ Government and/or Public Authority from time to time;
- (q) not to let, sub-let, sell, transfer, assign or create any third party rights or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter and the Head Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained its prior consent in writing in that behalf;
- (r) till the management of the New Building is handed over to the Society, to allow the Promoter/ the Head Developer their surveyors and agents at all reasonable time to enter into or upon the Plot to view and examine the state and condition thereof;
- (s) the Purchaser shall not do or suffer to be done anything on the Plot or the New Building which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities, in addition to any penal action taken by the Promoter in that behalf;

- (t) shall not be allowed to keep flower pots outside the Premises, along window sills;
- (u) not to change exterior elevation or the outlay of the New Building;
- (v) not to fix any grill to the New Building or windows except in accordance with the design approved by the Promoter;
- (w) not to keep anything in the common passage, staircases, terraces, walls or any other common place of the New Building;
- (x) not to affix any sign boards, neon lights or advertisements either on the terrace or on the exterior of the New Building or on the compound wall or otherwise in the Plot;
- (y) not do or permit or suffer to be done anything in or upon the Premises or any part of the New Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Promoter shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the New Building;
- (z) shall never in any manner enclose any elevation features and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Premises and keep the same unenclosed at all time;
- (aa) the Purchaser is aware that the ramp constructed is for the common use of the New Building and the structure to be constructed by the Promoter on the portion of the Plot shown in green colour wash on the plan thereof being Annexure-A hereto;
- (bb) it is further understood and agreed and the Purchaser covenants that all the common amenities will be utilized by the purchasers of premises in the structure to be constructed by the Head Developer on the portion of the Plot shown in green colour wash on the plan thereof being Annexure-A hereto.

For proper implementation and compliance of all the above conditions, in case the Promoter/Head Developer requires, the Purchaser agrees to sign, execute and deliver relevant declaration cum indemnity duly registered and/or any other lawful assurances as may be asked by the Promoter/Head Developer and deliver it to the Promoter before asking for possession of the Premises from the Promoter.

- 11.5 The Purchaser agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Project Building as the Promoter may be entitled to under the Partial Assignment;
- 11.6 The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the Plot and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate issued by Ms. Shaila Taware, Advocate and the Purchaser undertakes not to raise any objection and/or requisition on the title to the Plot.
- 11.7 The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, parking spaces, open spaces, etc. will remain the property of the Head Developer and the Promoter, as the case may be, until the entire development as envisaged is completed and the Society has been handed over the Plot along with building/s/wings A, B and C constructed on the Plot, after which the same shall be the property of the Society.
- 11.8 In case any tax, levy or imposition becomes payable subsequent to the date of possession of the Premises, the Purchaser shall be liable to make payment of the same as and when demanded by the Promoter and there shall be a charge on the Premises and lien automatically earmarked in favour of Promoter for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter).

11.9 The Promoter has informed the Purchaser and the Purchaser is aware and it is expressly agreed that the Purchaser will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space around the New Building.

11.10 The Promoter has specifically informed and disclosed to the Purchaser, and the Purchaser hereby agrees and confirms, that the Purchaser shall be bound by all the undertakings given by the Head Developer, and/or the Society and/or the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the IOD, CC and NOC for firefighting) including but not limited to any other matters granted by various authorities with respect to the New Building and the Purchaser agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Purchaser himself to the said authorities. The Purchaser hereby agrees to execute undertaking in favour of the MCGM in respect of the open space deficiency as may be required by the Head Developer / the Promoter / concerned authority.

11.11 Without prejudice to the generality of the foregoing, the Purchaser hereby agrees and confirms as under

(a) The Purchaser, the Society and its members shall preserve and maintain the following documents after the same are handed over by the Head Developer and/or the Promoter, (as the case may be), to the Society:

(i) ownership documents

(ii) Copies of IOD, CC, subsequent amendments, Occupation Certificate, BCC (if any) and corresponding canvas mounted plans of the New Building;

(iii) Copies of soil investigation report;

(iv) RCC details and canvas mounted structural drawings of the New Building;

(v) Structural stability certificate from licensed Structural Engineer;

(vi) Structural audit report;

(vii) All details of repairs carried out in the New Building;

(viii) Supervision certificate issued by licensed site supervisor;

(ix) Building Completion Certificate issued by licensed

Surveyor/ Architect;

- (x) NOC and Completion Certificate issued by CFO;
- (xi) Fire safety audit carried out as per the requirement of CFO;
- (xii) Any other blue prints or certified copies/original handed over in respect of the Plot/the building/s.

11.12 The Purchaser, the Society and its members shall preserve and maintain the documents referred in clause 11.11 (a) above and undertake to carry out necessary repairs/structural audit/fire audit at regular interval and also present periodical structural audit reports. The Society shall also from time to time check and carry out fire safety audit as per requirement of Chief Fire Officer through authorized signatory of the MCGM.

11.13 The Purchaser agrees that in case the Purchaser is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, the Purchaser shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the Purchaser while remitting any amounts online on account of currency difference or fluctuation, the Purchaser shall make good the shortfall payment by the due date as any delay beyond the due date shall accrue interest and other consequences as specified herein.

11.14 The Purchaser shall not have any right and the Purchaser shall not in any manner sell, transfer, assign, lease, license and/or alienate and/or deal with or otherwise dispose of in any manner whatsoever, the Premises and/or any part thereof / rights and/or benefit under this Agreement to any person without obtaining Promoter's prior written consent until all the dues payable by the Purchaser to the Promoter and the Head Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or

non-observance of any of the terms and conditions of this Agreement. This term is one of the fundamental terms and the essence of this Agreement.

- 11.15 If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM/Government and/or any other Public Authority in respect of the Plot or in respect of the New Building, the same shall be borne and paid by all the purchasers of premises in the New Building in proportion to the respective area of their respective premises.
- 11.16 The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Purchaser in respect of all amount/s (including interest thereon) which become due and payable by the Purchaser to the Promoter (under the provisions of this Agreement) till such time as the said outstanding amounts (including interest thereon) are paid to the Promoter.

## 12. OUTGOINGS:

- 12.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Plot and the New Building namely local taxes, lease rent, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance ,repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and the New Building. Until the management and charge of the New Building is handed over to the Society the Purchaser shall pay to the Head Developer such proportionate share of the outgoings as may be determined by the Promoter/Head Developer. The Purchaser agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Head Developer provisional monthly contribution of Rs. \_\_\_\_\_/- per month towards the outgoings regularly on the 5<sup>th</sup> of every month in

advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Head Developer until the management and charge of the New Building is handed over to the Society, pursuant whereto the aforesaid deposits (less deduction) shall be paid over by the Head Developer to the Society.

- 12.2 The Purchaser shall on demand/or before taking possession of the Premises pay to the Head Developer the property taxes, maintenance and other onetime charges mentioned in **Part A** and to the Promoter, the charges as mentioned in **Part B** of the **Fifth Schedule** hereunder written ("Other Charges").
- 12.3 The Other Charges to be collected by the Head Developer and the Promoter under clause 12.2 above shall be further increased by applicable rate of GST, as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Head Developer and the Promoter but in any case before asking for possession of the Premises.
- 12.4 It is agreed in respect of amounts mentioned in point nos. (i) and (ii) of the Part A of the Fifth Schedule hereunder written, the Head Developer is not liable to render accounts and shall be entitled to retain and appropriate the same to its account.
- 12.5 The Head Developer shall render the account in respect of the amounts mentioned in point no. (iii) in Part - A of the Fifth Schedule hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Purchaser, at the time of handing over the management and charge of the New Building to the Society.
- 12.6 It is clarified that the list of Other Charges mentioned in the Fifth Schedule hereunder written is only indicative and not exhaustive and the Purchaser agrees to pay to the Head Developer and the Promoter, such Other Charges under such other heads as the Head Developer and the Promoter may indicate. It is further clarified that the amount of charges mentioned in the Fifth Schedule is only indicative and the Purchaser agrees to pay to the Head Developer

and the Promoter, such additional/increased charges as the Head Developer and the Promoter may indicate.

- 12.7 The Purchaser on or before extended Date of Handover, undertakes to deposit with the Promoter an interest free refundable amount, by way of deposit as a security ("Fit out Deposit") against any damages that may be caused to the New Building or common amenities and facilities while entering into the Premises whether with/without his furniture, fixtures, equipments and materials etc. and/or during the implementation of the fit-out/interior works in the Premises. This Fit-out Deposit shall be refunded by the Promoter to the Purchaser upon completion of the fit-out/interior works in the Premises by the Purchaser or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Head Developer with respect to the New Building, whichever is later, subject to no damage being caused to any part of the Premises, the New Building and common amenities and facilities and subject to no building materials, debris etc. lying on the site. The Promoter shall not be responsible for any kind of loss and/or damage and/or theft in respect of the materials of the Purchaser lying in the Premises. The Purchaser also agrees to the following further conditions, in connection with carrying out fit-out / interior works in the Premises.
  - 12.7.1 The Purchaser shall be permitted/ allowed to commence fit-out/interior works in the Premises after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement;
  - 12.7.2 Prior to carrying out the Fit-out works in the Premises, the Purchaser shall give to the Promoter in writing, the plans and the details of the nature of fit-out / interior works to be carried out for which the Promoter shall issue written permission;
  - 12.7.3 The Promoter shall be entitled to inspect all fit-out / interior works carried out by the Purchaser. In the event the Promoter finds that the nature of fit-out / interior work being executed by the Purchaser is harmful to the Premises, or the other flats in the Project Building, or to the structure, façade and/or elevation of the Project Building, then the Promoter shall be

entitled to stop such fit-out / interior works forthwith and the Purchaser shall not be entitled to dispute or claim any reimbursement from the Promoter for any loss suffered by the Purchaser for such stoppage of fit-out / interior works;

12.7.4 The Purchaser will ensure that the debris from the fit-out / interior works are to be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis at no cost to the Promoter and no nuisance or annoyance to the other purchasers. All cost and consequences in this regard will be to the account of the Purchaser;

12.7.5 The Purchaser will further ensure that his contractors and workers during execution of the fit-out / interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the flow of waste water, thus resulting in perennial choking and leakage in the Premises or the New Building;

12.7.6 The Purchaser shall ensure that the contractors and workers do not use or spoil the toilets in the Premises or the New Building and shall use only the toilets earmarked by the Promoter for this purpose;

12.7.7 All materials brought into the Premises or in the compound of the New Building for carrying out fit-out / interior works will be at the sole cost, safety, security and consequence of the Purchaser and the Promoter and/or the Head Developer and/or the Society will not be held responsible for any loss/theft/damage to the same;

12.7.8 During the course of carrying out fit-out / interior works, if any workmen sustains injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser at his own cost and that the Promoter and/or the Head Developer and/or the Society will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser alone;

12.7.9 During the execution of fit-out / interior works, if any of the Purchaser's contractor/ workmen/ agent/ representatives misbehave or if any of them is found to be in a drunken state and/or found spitting Tobacco/Pan, the said contractor/workmen/agents/ representatives will be removed forthwith and will not be allowed to re-enter the Premises or the New Building again;

12.7.10 The Purchaser shall extend full cooperation to the Promoter and the Head Developer, its agents, contractors to ensure good governance of such works;

12.7.11 The Purchaser shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any fit-out / interior works or thereafter;

12.7.12 If, any damage, of whatsoever nature (not due to defect in construction as envisaged in clause 8.7 hereinabove), is caused to the exterior of the Premises and/or other units/areas in the New Building or any part thereof by the Purchaser and / or his contractor / workmen / agents / representatives, neither the Promoter nor the Head Developer or the Society nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Purchaser alone will be responsible for the same and the Purchaser shall indemnify and keep duly indemnified the Promoter, the Head Developer and the Society in this regard. It being clarified that the Purchaser shall always be solely responsible for any damage within the Premises;

12.7.13 The Purchaser is aware that the Purchaser shall be required to immediately repair the damages caused by him/his workmen during the implementation of the fit-out / interior work at his cost and expenses. In the event the Purchaser fails to rectify the damages, then in that event, the Purchaser confirms that the Promoter may carry out the rectification works at the Purchaser's costs and expenses and that the Purchaser shall have no objection if the same is deducted/ adjusted from the

Fit-out Deposit. In the event of any recovery /adjustment / appropriation from the Fit-out Deposit as stated above by the Promoter, the Purchaser shall immediately reimburse the deficit / shortfall in the Fit-out Deposit so as to maintain the amount of the Fit-out Deposit until it is refunded by the Promoter subject to terms hereof. The Purchaser further agrees and confirms that unpaid amounts in respect thereto shall be deemed to be unpaid amounts by the Purchaser to the Promoter under this Agreement.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Purchaser as follows:

- 13.1 The Promoter has pursuant to the Partial Assignment the requisite rights to carry out development of the Project Building upon the Demarcated Portion of the Plot and have obtained the requisite approvals (as may be required) from the concerned authorities by the Promoter and/or the Developer, as the case may be, from time to time to complete the development thereof.
- 13.2 There are no encumbrances upon the project land or the project.
- 13.3 There are no litigations pending before any Court of law with respect to the Plot and or project.
- 13.4 All approvals, licenses and permits issued by the competent authorities with respect to the project, are valid and subsisting and have been obtained by following due process of law.
- 13.5 The Promoter has the right to enter into this Agreement.
- 13.6 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Plot including the project and the Premises which (subject matter or these presents) will, in any manner, affect the rights of Purchaser under this Agreement.
- 13.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement.

13.8 The Promoter has constructed the Project Building (after 11<sup>th</sup> Slab and upwards) strictly in accordance with the duly approved plans and sanctions obtained by the Promoter and/or the Developer, as the case may be, the requisite approvals (as may be required) from various concerned authorities and has not contravened any provisions of any permission and/or law for the time being in force.

**14. REPRESENTATIONS AND WARRANTIES GIVEN BY THE HEAD DEVELOPER TO THE PROMOTERS:**

14.1 The Head Developer has the requisite rights to carry out development upon the Plot and have obtained and shall procure all the requisite approvals from time to time to complete the development of the project.

14.2 All approvals, licenses and permits issued by the competent authorities with respect to the project, are valid and subsisting and have been obtained by following due process of law.

14.3 The lease of the Plot in favour of the Society is valid, subsisting and in full force and effect.

14.4 The Head Developer has constructed the Existing Building (upto 11<sup>th</sup> slab) strictly in accordance with the duly approved plans and sanctions obtained from various concerned authorities and has not contravened any provisions of any permission and/or law for the time being in force.

14.5 The Head Developer alone shall be responsible for and shall duly comply with and discharge all the obligations to the Society under the Development Agreement (including without limitation the obligation to provide to the existing members of the Society the Members' Premises (as defined in the Partial Assignment)).

14.6 The Head Developer has informed the Purchaser that the Head Developer alone shall be responsible for and shall duly fulfill and comply with all the obligations under the Indenture of Lease and under the orders and directions of MHADA and/or the offer letters issued by MHADA in connection with the development of the Plot.

14.7 The Head Developer has informed the Purchaser that in the event, any premises are required and/or directed to be handed over and/or any built-up area is required to be constructed in accordance with the specifications and/or subject to the restrictions, under the terms of the Indenture of Lease and/or the Offer Letter dated 29<sup>th</sup> October, 2013 read with the said No Objection Letter bearing No.CO/MB/REE/NOC/F-841/ 474/2014 dated 30th April, 2014, read with the no-objection letter bearing No. 4261/2005 dated 16<sup>th</sup> September 2005 issued by MHADA, then the premises is to be handed over by the Head Developer from and out of the Head Developer's Premises and/or the premises accruing to the Head Developer.

14.8 The Head Developer shall be solely responsible and liable with respect to the 10% reservation of flats for allotment as and under the 'Government Quota' and the 20% reservation of flats for allotment to members of the Scheduled Castes, Scheduled Tribes, Nomadic Tribes and the 'Vimukt Jati-Nomadic Tribes', and the same shall be provided exclusively from and out of the premises comprised in the Head Developer's Premises and/or the premises accruing to the Head Developer.

14.9 In the event if any New Premises (as defined in the Partial Assignment) are required to be handed over to the Society (and/or its members) over and above the Members' Premises (as defined in the Partial Assignment) for any reason whatsoever, then the premises to be so handed-over shall be from and out of the premises accruing to the Head Developer, and/or Head Developer's Premises.

14.10 The Head Developer has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the New Building and/or the Premises, which will, in any manner, affect the rights of Purchaser under this Agreement.

**15. PHASEWISE DEVELOPMENT OF THE PLOT:**

15.1 The Purchaser acknowledges that the development of the Plot shall be in accordance with the scheme for development as may be modified from time to time in phases as may be undertaken by the

Head Developer and/or the Promoter (as the case may be). The Purchaser is aware that the portion of the Plot shown in green colour line on the Plan of the Plot annexed hereto and marked as Annexure-A shall be constructed by the Head Developer and the Society.

- 15.2 The Purchaser shall fully co-operate with the Head Developer and/or the Society in the matter of implementation of the scheme for development of the Plot and the infrastructure and common amenities and facilities of the Plot without creating any obstruction or interference. The Purchaser has been put to the specific notice that during the course of the development there may be (a) a temporary suspension of common amenities and facilities (b) a temporary suspension of services and utilities (c) hardship and inconvenience to the Purchaser. The Head Developer and/or the Promoter and/or the Society shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf.
- 15.3 It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the Plot, the Purchaser and the Society will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated.
- 15.4 The New Building and other building/s and development in the project will have provision to facilitate use/benefit of the infrastructural facilities/conveniences by the purchasers of premises in the New Building and development in the project (including ingress/ egress to and from the parking spaces, lift lobbies, entrance lobbies, etc.) as may be finalized by the Head Developer and the Promoter (as the case may be), at its sole discretion (considering that the project is being developed as a composite project to be carried out in phases), in accordance with the applicable rules and regulations.

#### **16. STAMP DUTY AND REGISTRATION:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser

shall at his individual cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter and/or its constituted attorney shall attend such office and admit the execution thereof.

**17. NOTICES:**

17.1 Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details set out herein. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, email or personal delivery, date of service of a notice delivered personally will be the date on which the same is delivered, in case of email, 24 hours after the mail is sent by a Party to the other Party, by courier service or registered letter shall be the third clear day after the date of posting.

17.2 That in case there is more than one purchasers named in this Agreement, all notices shall be sent by the Promoter to the purchaser whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the purchasers.

**18. INDEMNIFICATION BY THE PURCHASER:**

The Purchaser shall indemnify and keep indemnified the Promoter, the Head Developer and the Society and hold the Promoter, the Head Developer and the Society harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter, the Head Developer and the Society directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter, the Head Developer and the Society under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the

negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

**19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the project.

**20. ENTIRE AGREEMENT:**

This Agreement along with its schedules and annexures constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral ,if any, between the parties in regard to the Premises. The Purchaser confirms that there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing.

**21. RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties.

**22. SEVERABILITY:**

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent

necessary to confirm to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable.

**23. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**24. JOINT PURCHASERS:**

If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.

**25. NO WAIVER:**

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

**26. DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.

**27. GOVERNING LAW:**

27.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts shall have jurisdiction for this Agreement.

27.2 The Permanent Account Number of the Parties is more particularly mentioned in the **Seventh Schedule** hereunder written.

28. **MISCELLANEOUS:**

28.1 If the Purchaser intends to visit the under construction New Building then he shall make a written request to the Promoter for a site visit and the Promoter shall within 7 (seven) working days from receipt of the request intimate the Purchaser the date and time for such visit. The Purchaser shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Purchaser agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Purchaser hereby undertakes not to hold the Promoter and/or the Head Developer responsible for any loss or damage or harm incurred or suffered by the Purchaser or any person accompanying the Purchaser, due to negligence or wrongful acts or otherwise, during the site visit.

28.2 The Purchaser shall not be permitted to carry out any additions or alteration in the Premises and/or enclose or encroach upon any common area of the New Building in the nature of common passage or landing or mid landing areas and the Promoter shall not be responsible, if additions and alteration or encroachments are done in the Premises or the New Building by the Purchaser or occupier, in violation of the building regulations. The Purchaser agrees to indemnify and keep the Head Developer and the Promoter and its 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 Head Developer and the Promoter or its successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the Premises or the New Building by the Purchaser or occupier, in violation of the building regulations.

28.3 Nothing contained herein shall be deemed to affect and/or operate as an amendment to the rights and/or obligations of the Head Developer and/or the Promoter under the Development Agreement

and Partial Assignment.

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

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(“Description of the Plot”)**

All that piece and parcel of vacant plot of leasehold land admeasuring 3,442 square meters or thereabouts and forming part of the land bearing City Survey No.1-C/1/1 of Village Kandivali, Taluka Borivali, situated at Mahavir Nagar, Kandivali (W), Mumbai - 400 067 in the registration Sub-District of Mumbai Suburban District and bounded as follows that is to say –

On or towards the North by : 9.15 m wide access and R.G-1(Recreation Garden);  
On or towards the South by : Society Plot & Mandir;  
On or towards the West by : W. B. P/ MHADA Cluster No. 612 & Open Plot;  
On or towards the East by : 18.30 m. wide Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(“Premises”)**

Flat No. \_\_\_\_ admeasuring \_\_\_\_ square meters carpet area, on the \_\_\_\_ floor in the ‘\_\_\_\_’ Wing of the building known as ‘Anshul Heights’ constructed on the Plot, more particularly described in the First Schedule hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(“Consideration Payable, Rate per square meters to arrive at the Consideration & Date of Handover”)**

(i) Total Consideration Payable – Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only);

(ii) Rate per square meter to arrive at the total consideration – Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per square meter;

(iii) Date of Handover – 31<sup>st</sup> December 2018

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(“Mode of Payment”)**

The total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), (subject to applicable TDS) shall be paid by the Purchaser to the Promoter, in the following manner:-

Sr. No.	Milestone of Payment	Amount
1.	Before the execution hereof	<b>Rs.00,00,000/-</b> (Rupees _____ Only)
2.	Immediately, on the execution hereof	<b>Rs.0,00,00,000/-</b> (Rupees _____ Only)
	Total	<b>Rs.0,00,00,000/-</b> (Rupees _____ Only)

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(“Other Charges”)**

**Part – A**

**(Payable to the Head Developer / Society)**

(i)	Rs. _____/-	non-refundable for share money, application, entrance fee of the Society.
(ii)	Rs. _____/-	non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc.
(iii)	Rs. _____/-	being 1 year deposit towards proportionate share of taxes, maintenance and other charges.
	Rs. _____/-	Total (excluding applicable taxes)

**Part - B**

**(Payable to the Promoter)**

(i)	Rs. _____ /-	Towards legal costs and charges
(ii)	Rs. _____ /-	towards development charges
(iii)	Rs. _____ /-	MGNL Connection (Piped Gas)
	Rs. _____ /-	Total (excluding applicable taxes)

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**Part - 1**

**(Common Areas and Facilities)**

1. Lift
2. Lift Lobbies,
3. Society Office,
4. Fitness Center,
5. Ramp
6. Staircase
7. Common Terrace above 20<sup>th</sup> Floor.

**Part - 2**

**(Restricted Areas and Facilities)**

Terraces on 20<sup>th</sup> floor.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(PAN Details of the parties)**

**PROMOTER**

NHP DEVELOPERS LLP

-

**AALFN1681R**

**PURCHASERS**

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SIGNED AND DELIVERED )

by the withinnamed "**Promoter**" )

**NHP DEVELOPERS LLP** )

by the hand of its Partners )

1) Mr. Nitin Trambaklal Sanghavi )

2) Mr. Premal Chandrakant Desai )

in the presence of ..... )

1.

2.

We hereby authorize Mr. Manoj Balasaheb Kale to appear before the concerned Sub-Registrar of Assurances and to admit and execute this agreement on our behalf in pursuance of The Power of Attorney herein after annexed.

SIGNED AND DELIVERED by the )

withinname "Purchasers" )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

in the presence of

1.

2.

**RECEIPT**

Received from the withinnamed Purchasers the sum )  
of Rs. 00,00,000/- (Rupees \_\_\_\_\_ Only) )  
being the earnest money paid to us )  
vide cheque nos. herein mentioned below before )  
the execution hereof )

Sr. No.	Date	RTGS/NEFT/CHQ. No.	Bank Name & Branch	Amount

WE SAY RECEIVED

(PROMOTER)

WITNESSES:

1.

2.

\*\*\*\*\*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

\*\*\*\*\*

**NHP DEVELOPERS LLP**

---

... Promoter

And

---

... Purchasers

**A G R E E M E N T**