**Date: 12/06/2021**

**All the Annexures uploaded are remained same.**

# AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** ("this Agreement") made at Mumbai on this ____ day of_____, Two Thousand and _____.

BETWEEN

**M/S MONEY MAGNUM CONSTRUCTIONS,** formerly known as M/s. National Dyes, a partnership firm registered under the Indian Partnership Act, 1932 and having its office at Godrej Coliseum A Wing 1301, Behind Everard Nagar, Off. Eastern Express Highway, Sion (E) – 400 022, hereinafter referred to as "the Owner"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the firm, the survivors or survivor of them, and the heirs, executors, administrators and successors of the last surviving partner, and their permitted assigns) of the FIRST PART

AND

**M/S. VIJAY ASSOCIATES (WADHWA),** a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its office at 301, Platina Building, 3rd floor, Plot No. C-59, G Block, Bandra Kurla Complex, Bandra – East, Mumbai – 400051, hereinafter referred to as "the Developer", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the firm, the survivors or survivor of them, and the heirs, executors, administrators and successors of the last surviving partner) of the SECOND PART

AND

_____ _____ _____ _____ _____ _____ _____ of Mumbai, Indian inhabitant, having their address for the purpose of these presents at _____ _____ _____ _____ _____ _____ _____ _____ _____ hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their partners, heirs, executors, administrators and permitted assigns) of the THIRD PART

The Owner, the Purchaser and the Developer are hereinafter for the sake of brevity collectively and jointly referred to as 'Parties' and individually as 'Party'.

W H E R E A S:-

A. The Owner is the owner of and is well and sufficiently entitled to and is absolutely seized and possessed of (i) land bearing Old Survey No.283A, 283B, Old Survey No. 37A, 38A and New Survey No.37/4, 37/5, 37/7, 37/10, 37/11 and 38/1 admeasuring 60516 square meters of Village Dhokali (previously bearing Survey No.283A of Village Balkum) in Taluka and District Thane, situated at Kolshet Road, Thane, more particularly described in Part A of First Schedule hereunder written ("First Land"); (ii) land bearing Old Survey No. 146/1, 146/2 (part), New Survey No.36/1, 36/2A, 36/2B admeasuring 1954 square meters of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane, situated at Kolshet Road, Thane, more particularly described in Part B of First Schedule hereunder written ("Second Land"); and (iii) land bearing Old Survey No.147/2, 163/2, New Survey No.10/2, 27/2A admeasuring 2590 square meters of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane, situated at Kolshet Road, Thane, more particularly described in Part C of First Schedule hereunder written ("Third Land"). The First Land, Second Land and Third Land aggregate to 65,060 square meters;

B. The First Land, Second Land and Third Land together with the lands bearing New Survey Nos. 37/1 to 37/3, 37/6, 37/8, 37/9, 37/12 and 37/13 (all forming part of the aforesaid land bearing Old Survey No.283A), New Survey No.27/2B (forming part of the aforesaid land bearing Old Survey No.163/2), and New Survey No.38/2 (forming part of the aforesaid land bearing Old Survey No.283B) under reservation, aggregate to 90,614 square meters and are contiguous and situated at Kolshet Road, Thane (hereinafter referred to as the "Larger Land"), which is delineated in red colour on the Plan annexed hereto and marked as Annexure "A";

C. The Owner has handed over the aforesaid portions of the Larger Land under reservation such as for D.P. Road, Hospital, Amenity Space, aggregating to 25,554 square meters;

D. The Owner is developing the Larger Land as a composite layout ("said Layout"), known as Everest World Project as per the approvals and sanctions granted by the Thane Municipal Corporation ("TMC") and other statutory authorities for development of the Larger Land ("said Layout Approvals");

E. The Larger Land is affected by two D.P. Roads of 40 mtrs. and 30 mtrs. and is therefore naturally sub-divided into 5 sub plots i.e. Sub-Plot A, Sub-Plot B, Sub-Plot C, Sub-Plot D and Sub-Plot E.

F. The Balance Land Area of the Sub Plot A is 46,940.15 Sq.Mtrs. Total Permissible Built Up Area on the Sub Plot A is 1,19,206.18 Sq.Mtrs. out of which 52,222.37 Sq.Mtrs. Built Up Area is already utilized/consumed in Building Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12 and further 25,196.18 Sq.Mtrs.Built Up Area is being utilized/consumed in the 3 Buildings being developed by the Developer on the said Land (as defined hereinbelow) and balance 41,787.63 Sq.Mtrs. Built Up Area to be utilized/consumed by the Owner in future at its sole discretion on the Balance/Larger Land.

G. The Owner has constructed and completed, 13 (thirteen) buildings (i.e. building Nos.1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17 & 18 as identified in the said Layout Approvals on the Larger Land) ("Existing Buildings").The Owner has sold or agreed to sell on ownership basis, the flats, apartments, premises comprised in the Existing Buildings under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA Act"). The Existing Buildings are not situated on the said Land (as defined hereinbelow).

H. The Owner has already constructed on the portion of the Larger Land (Sub Plot A) certain amenities and facilities namely club house, swimming pool, sewage treatment plant, substations and Temple, 777 (seven hundred seventy seven) number of existing car-parking spaces in the existing podium structure constructed by the Owner, for use by all the purchasers of flats, apartments, premises of all the buildings on the Sub Plot A at its own costs ("Existing Amenities"). The Existing Amenities are listed in Annexure "B" hereunder.

I. By and under Development Agreement dated 12th August, 2013 executed between the Owner and the Developer and registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN9-5880-2013 ("the Development Agreement"), the Owner has granted unto the Developer, development rights in respect of land admeasuring 15,241.60 square

meters forming part of the lands bearing Survey No.37/10 and 37/11 of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane and also identified as "Sub-Plot A" (part) (admeasuring 7753.09 square meters) and "Sub-Plot F" (admeasuring 7488.51 square meters) in the Layout Approvals, and situated at Kolshet Road, Thane and forming part of the First Land and also forming part of the Larger Land as well as the said Layout ("hereinafter referred to as "the said Land") and more particularly described in Second Schedule hereunder written and is washed in green colour hatched lines on the Plan annexed hereto and marked as Annexure "A" by utilization of a development potential to an extent of (a) FSI of 14,699.01 square meters arising and accruing out of the Larger Land as per the Layout Approvals; together with (b) FSI of 25,036.87 square meters available either by way of Transferable Development Rights ("TDR") pertaining to the said Layout and presently permitted to be utilised on the said Land or by way of payment of premium or price to TMC including as proposed under the Notice bearing No.TMC/ TDD/DPIC/1388 dated 8th March 2013 issued by the Town Planning Department of the Thane Municipal Corporation or otherwise; together with (c) any area accruing to the said Land (and not attributable to and/or accruing to the remaining Larger Land and/or the said Layout) and the development thereof, which is not computed towards FSI by any concerned authority, together with (d) any fungible FSI (also referred to as Compensatory FSI) proportionate to the said Land available for utilisation on the said Land (hereinafter collectively referred to as "said FSI"), for the consideration and on the terms and conditions as stated therein. Under the Development Agreement, the Developer's Premises and Owner's Premises have been identified and demarcated in the manner provided therein.

J. In pursuance of the Development Agreement, the Owner has executed a Power of Attorney dated 12th August, 2013, registered with the office of the Sub-Registrar of Assurances under Serial No. TNN9-5945-2013 in favour of the Developer authorizing the Developer and subsequent understandings the Developer has executed a Power of Attorneys dated 26th September, 2014, 30th May, 2018 and 16th July, 2019 registered with the office of the Sub-Registrar of Assurances under Serial No. TNN9-6192-2014, TNN5-7903-2018 and TNN5-13445-2019 respectively, in favour of the Owner authorizing the Owner **("the said Power of Attorney/s")** to do, execute or perform all such acts, deeds, matters or things necessary with respect to development of the said Land as more particularly provided therein.

K. By and under a Supplemental Development Agreement dated 2nd September, 2015, Further Supplemental Development Agreement dated 16th October, 2017 and 16th July, 2019 executed by and between the Owner and the Developer and registered with the Sub-Registrar of

Assurances at Thane under Serial No. TNN9-6330-2015, TNN9-7664-2017 and TNN5-13443-2019 respectively, ("Supplemental Development Agreement"), the Owner and the Developer herein have revised the understanding in respect of the identification and demarcation of the Developer's Premises and Owner's Premises and further modified certain other provisions of the Development Agreement in respect of the development of the said Land;

L. Pursuant to the Development Agreement, Supplemental Development Agreement, Further Supplemental Development Agreement and the said Power of Attorney/s, the Developer is absolutely entitled to and vested with the development rights to construct upon and develop the said Land and utilize the said FSI upon the terms and conditions mentioned in the Development Agreement and is in the absolute and exclusive quiet, peaceful and vacant possession of the said Land.

M. The Developer is thus entitled to develop and construct on the said Sub-Plot A Land, three buildings numbered as Building Nos. 14, 15 and 16 to be known as 'Solitaire - Wing A, Wing B and Wing C' respectively. The Developer is also developing the said Plot 'F' by constructing building Nos. 19 and 20 to be known as 'Platina – Wing A and Wing B' respectively. The collective of the five buildings i.e. 'Solitaire - Wing A, Wing B and Wing C' and 'Platina – Wing A and Wing B' are referred to as the 'Elite' Project. The rights of Purchasers of flats/units in the buildings 'Solitaire' and 'Platina' are as more particularly set out in this Agreement.

N. In light of the above, the Developer is absolutely entitled to construct the Buildings (as defined hereinbelow) on the said Land by utilisation of the said FSI and the Owner and the Developer are entitled to sell the Owner's Premises and the Developer's Premises therein respectively, in the manner as provided in the Development Agreement, on ownership basis under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as " MOFA") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") (if applicable) and the Rules made thereunder or give inter-alia on lease, license or dispose, transfer or alienate the same in any other manner as may be decided by the them respectively and receive, accept and appropriate to the Owner, or as the case may be, the Developer, the consideration thereof and give full and effectual discharge for the payments received and to execute and register the necessary deeds, documents, receipts and writings in this regard in favour of the Purchaser.

O. The Developer has engaged the service of M/s. Saakaar Architects having their address at 5th floor, Ishkripa, Opp. New Girls' School, Ram Maruti Road, Thane (W) Mumbai - 400602 as architects and Mr. Niranjan Pandya, Structural Consultant, having his address at 3 rd floor, 23-25, Ambalal Doshi Marg (Hamam street), Opp. Stock Exchange, Fort, Mumbai 400001 as RCC consultant for the preparation of the structural designs and drawings of the said Buildings and the Developer will continue to take the professional supervision of the architect and the structural engineer/RCC consultant till the completion of the said Buildings.

P. The Developer has submitted before TMC the proposed building plans for the construction on the said Land by utilizing the said FSI and TMC has granted approval to the plans, elevations, sections, details of the buildings proposed to be constructed on the said Land on the terms and conditions as recorded in the Commencement Certificate/s bearing reference V.P. No. 2003/94 TMC/TDD/45 dated 27/05/2014 and V.P. No. Old 2003/94 (New S05/0105/16) TMC/TDD/2217/17 dated 21/06/2017 for plot "A" and V.P. No. Old 2003/94 F (New S05/0100/15) TMC/TDD/2145/17 dated 17/04/2017 for Plot "F" ("Commencement Certificate/s"). A copies of the Commencement Certificate/s are annexed hereto and marked as Annexure "C-Colly". The said Layout Approvals, Building Plans and the Commencement Certificate are hereinafter collectively referred to as "Sanctioned Plans". While sanctioning the plans the TMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Developer while developing the said Land.

Q. Pursuant to the Sanctioned Plans, the Developer has commenced construction of the (A) residential building to be known as "Solitaire" having 3 wings being (i) Wing "A" i.e Building No. T-14 comprising of stilt plus 30(part) upper floors; (ii) Wing "B" i.e Building No. T-15 comprising of stilt plus 23(part) upper floors; and (iii) Wing "C" i.e Building No. T-16 comprising of stilt plus 24 upper floors, on Sub-Plot "A"; and (B) residential cum commercial building to be known as "Platina" having 2 wings being (i) Wing "A" i.e Building No. T-19 comprising of lower stilt plus upper Stilt plus 1 Podium plus 20th Full plus 21st (Part) upper floors; (ii) Wing "B" i.e Building No. T- 20 comprising of Lower stilt plus upper stilt plus 1 podium plus 22nd upper floors, on Sub-Plot "F", all known as "Elite" ("hereinafter referred to as "the said Buildings") in accordance with the building rules and regulations and bye-laws of the TMC and the provisions of the Thane Development Control Regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the TMC/State Government/Competent Authority. The Developer has completed construction of "Solitaire" Wing "A" (Building No. T-14), "Platina" Wing "B" (Building No. T-20),

"Solitaire" Wing "C" (Building No. T-16), "Platina" Wing "A" (Building No. T-19) and "Solitaire" Wing "B" (Building No. T-15) & obtained respective Occupation Certificate Nos. TMC/TDD/OCC/0408/17, TMC/TDD/OCC/0609/18, TMC/TDD/OCC/0666/19, TMC/TDD/OCC/0795/20 & TMC/TDD/OCC/0913/21 dated 16th October, 2017, 10th October, 2018, 8th March 2019, 7th January 2020 & 31st March, 2021, respectively.

R. The Owner is entitled to sell the flats, dwellings, floor area, units, comprised in the said Buildings to be constructed by the Developer on the said Land forming part of the Owner's Premises in the manner provided in the Development Agreement and to enter into agreements with purchasers and to receive the sale price in respect thereof and to execute and register the necessary deeds, documents and writing in this regard in favour of the Purchasers;

S. The Owner and the Developer have given inspection to the Purchaser of all the documents relating to the said Land, the Development Agreement, the Supplemental Development Agreement, the Sanctioned Plans the tentative plans, specifications prepared by the Developer's Architects and such other documents which are specified under MOFA and RERA (if applicable) and the rules made thereunder and the Purchaser is fully satisfied with the title of the Owner in respect of the said Land and the Owner's right to allot various premises in the said Buildings. Annexed hereto and marked Annexure "D" are the Property Register Card with respect to the said Land;

T. The Purchaser has been provided with copies of plans for the said Building to be developed on the said Land.

U. The Developer, at his option, may decide to amalgamate/ further sub-divide the said Land which may result in the amendments and/or revisions and/or modification of the Sanctioned Plans including the Building Plans and/or the re-location of the recreation spaces and/or amenities, prior or after possession of the said Flat (as defined below) are handed over to the Purchaser. The Purchaser hereby consents to such amendments and/or revisions and/or modification and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein.

V. The Owner shall be entitled to the entire unconsumed and residual Floor Space Index (F.S.I.) (over and above and excluding the said FSI), if any in respect of the said Larger Land including in respect of the said Land, and the entire increased, additional, available, future and extra F.S.I. (whether

by way of purchase of FSI from any authority by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or availability and/or increase of FSI/TDR and/or floating FSI or as proposed under the Notice bearing No.TMC/TDD/DPIC/1388 dated 8th March 2013 issued by the Town Planning Department of the Thane Municipal Corporation or fungible FSI or arising due to the said Layout or out of the Larger Land or any area accruing to the Larger Land and the development thereof, which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever) (hereinafter referred to as "Entire Development Potential"), which shall absolutely and exclusively belong to and be available to the Owner herein and the Owner may propose to utilise such Entire Development Potential either on the Larger Land (excluding the said Land) by itself and/or jointly with or through one or more third parties to be identified by the Owner from time to time (hereinafter referred to as "Third Party Developer/s"), or on the said Land, along with the Developer, and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. The Developer and the Owner have informed the Purchaser that they are currently negotiating with respect to the grant of development rights in favour of the Developer by using further FSI/ TDR (over and above what has been granted under the Development Agreement and the Supplemental Development Agreement) to be constructed on the Buildings / structures which are presently proposed to be constructed as per the plans which have been shown to the Purchaser, and the Purchaser has granted its unequivocal consent for such further development on the said Land and also on the said Building without raising any claim demand or objection of any nature whatsoever and hereby permit the Developer and the Owner to carry out such additions to the said Building as per the agreement/s to be mutually entered into between the Developer and the Owner hereafter. The Developer shall be entitled and be at liberty to amend/vary the Sanctioned Plans and to carry out such construction provided the Developer shall not make any change in the location, area and internal dimensions of the said Flat (defined below). The Purchaser hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's specific consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein, the Purchaser hereby unequivocally and irrevocably waives the benefit and protection of the provisions of Section 7(1)(i) & (ii) and the other applicable provisions of the said MOFA and/or rights of a similar nature and/or effect under any statutory amendment or re-enactment thereof, in that regard;

W. In case the Developer considers it necessary to amend/vary the Sanctioned Plans (from time to time) or otherwise amendment/variation in the Sanctioned Plans becomes necessary either because of the Developer deciding to construct additional floor/s or additional premises or additional wing/s to the said Building or any other building or additional buildings or semi-detached building as the Developer deems fit including on account of the Developer deciding to fully use and utilise the said FSI or any part thereof on the said Land or on account of the Owner and the Developer deciding to use the Entire Development Potential or any part thereof on the said Land or on account of any requirement of applicable law or authority or due to planning requirement, the Developer shall be entitled and be at liberty to amend/vary the Sanctioned Plans and to carry out such construction, without making any change in the location, area and internal dimensions of the said Flat (defined below). The Purchaser hereby consents to the above including construction of additional floor/s or additional premises or additional wing/s to the said Building or any other building or additional buildings or semi-detached building up to the maximum permissible height in Thane which is presently 92 meters or such height as may be permissible by the public authorities and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA and Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed thereunder;

X. By an Indenture of Mortgage dated 30th October, 2013 made between the Developer as the Mortgagor No.1 therein, Kishore Nandlal Shah & Ors., as the Mortgagor No.2 therein, Vijay Vasudev Wadhwa & Ors., as the Borrower therein and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub- Registrar of Assurances at Thane-11 under Serial No.TNN11/3142/2013, the Developer has availed the facility of Rs.100,00,00,000/- and in consideration therein the Developer herein mortgaged/charged the said Land, in the manner and on the terms and conditions therein contained.

Y. By an under registered Indenture of Mortgages dated 14th March 2014, 30th September, 2015 and 25th October 2017 made between the Owner as the Mortgagor and Housing Development Finance Corporation Limited, as the Mortgagee therein, registered with the Sub- Registrar of Assurances at Thane under Serial No.TNN-2/2257 of 2014, Serial No.TNN-2/11697 of 2015 and Serial No. TNN2-11405/2017 respectively, the Owner has availed a total loan facility of Rs.1,25,00,00,000/- and in consideration thereof the Owner herein mortgaged/charged the said Land alongwith the Owner's Premises, in the manner and upon the terms and conditions contained therein.

Z. By an Unilateral Indenture of Mortgage dated 27th June, 2016 made between the Developer as the Mortgagor No.1 therein, Kishore Nandlal Shah & Ors., as the Mortgagor No.2 therein, Vijay Vasudev Wadhwa & Ors., as the Borrower therein and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub- Registrar of Assurances at Thane-11 under Serial No.TNN5/10839/2016, the Developer has availed a further loan facility of Rs.20,00,00,000/- more particularly setout therein and in consideration therein the Developer herein mortgaged/ created a charge in respect of the Developer's Entitlement in the manner and on the terms and conditions therein contained.

By an Unilateral Indenture of Mortgage dated 31st July, 2018 made between the Owner herein as Mortgagor No. 2 therein and HDFC Ltd. as the Mortgagee therein, registered with the Sub- Registrar of Assurances at Kurla-1 under Serial No.KRL1/9235/2018, the Owner has, in form of security mortgaged/charged the said Land along with the Owner's Premises, in the manner and upon the terms and conditions contained therein towards a loan availed by its group company M/s. Money Magnum Nest Pvt. Ltd. as borrower therein.

By an Unilateral Indenture of Mortgage dated 4th February 2019 made between the Owner herein as Mortgagor No. 2 therein and HDFC Ltd. as the Mortgagee therein, registered with the Sub- Registrar of Assurances at Kurla-5 under Serial No.KRL5/1612/2019, the Owner has, in form of security mortgaged/charged the said Land along with the Owner's Premises, in the manner and upon the terms and conditions contained therein towards a loan availed by its group company M/s. Money Magnum Nest Pvt. Ltd. as borrower therein.

By an Unilateral Indenture of Mortgage dated 22/04/2021 made between the Promoter herein as the Borrower therein, and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL1/7053/2021, the Promoter herein has availed the loan facility and in consideration therein the Promoter herein mortgaged/charged the development rights, in the manner and on the terms and conditions therein contained.

By an Unilateral Indenture of Mortgage dated 22/04/2021 made between the Promoter herein as the Borrower therein, and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub-Registrar of Assurances at BBE-1 under Serial No. BBE1/3712/2021, the Promoter herein has availed the loan facility and in consideration therein the Promoter herein mortgaged/charged the

development rights, in the manner and on the terms and conditions therein contained.

AA. The Purchaser is aware that the development on the said Land may be undertaken by the Developer in phases and the Developer may amend the Building Plans as per the requirement of the nature of the scheme of development being undertaken by the Developer.

BB. The Purchaser is aware that the said Land forms part of the larger layout of the Larger Land owned by the Owner and is currently being developed by the Owner in a phase wise manner, wherein the development of the said Land by the Developer constitutes one of the phases.

CC. The rights of the Owner with respect to the full and free exploitation of the present and future development potential of the Larger Land (except the said Land) shall continue unaffected and shall vest with the Owner even after the execution of the Deed of Conveyance and/or deemed conveyance (as defined hereinbelow) and the same shall be reserved therein in terms of covenant and undertaking of the Society to and for the benefit of the Owner and its assigns. The rights with respect to the said Land shall vest jointly with both the Developer and the Owner, to the extent and in the manner specified in the Development Agreement read with Supplemental Development Agreement.

DD. The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project (defined below), are more particularly specified in this Agreement.

EE. The principal and material aspects of the development of the said Land as disclosed by the Owner are briefly stated below:-

i. The area of the Larger Land to be developed in a phase-wise manner.

ii. Total FSI potential, utilized, being utilized and balance FSI is as follows:-

| Sub Plot | Total FSI/TDR/Premium FSI potential (Sq. Mtrs.) | Total FSI consumed (Sq. Mtrs.) | FSI being consumed on the Said Land (Sq. Mtrs.) | Balance FSI for future consumption (Sq. Mtrs.) |
|---|---|---|---|---|
| Sub Plot A | 1,33,562.00 | 52,222.37 | 25,222.52 | 73,008.51 |
| Sub Plot C | 17,283.00 | 10,426.32 | NIL | |
| Sub Plot F | 24,600.00 | NIL | 14,565.17 | |

iii. The Purchaser has perused a copy of the proposed layout plan ("Proposed Layout") which is annexed to this Agreement as Annexure "D1", which specifies 2 alternatives of the location of the new/future/further buildings/towers/ wings to be built on the Larger Land, together with a draft Proforma specifying the proposed total FSI proposed to be utilized on the Larger Land ("Proposed Potential"), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. Any one of the alternative as annexed as Annexure D1 shall be the proposed layout plan proposing development of the Larger Land.

iv. As per the approved plans RG area details are disclosed as below:

(i) Plot A – Total RG provided is 13,324.36 sq.mtrs., out of which paved RG provided is NIL sq.mtrs. Hence, balance RG provided on ground is 1,876.42 sq.mtrs. and on podium top is 11,447.94 sq.mtrs.

(ii) Plot F – Total RG provided is 1,662.35 sq.mtrs., out of which paved RG provided is NIL sq.mtrs. Hence, balance RG provided on ground is 462.72 sq.mtrs. and on podium top is 1,199.63 sq.mtrs.

v. The Owner shall be entitled to confer title of particular Building to such Other Societies, as mentioned hereinbelow under this Agreement.

vi. The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the said Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the said Land.

FF. Out of the Total FSI, the Developer shall utilize 25,222.52 sq.mtrs. and 14,565.17 sq.mtrs. for construction of the said Buildings "Solitaire" and "Platina" respectively. After the construction of the said Buildings there shall be the balance FSI of 54,171.19 sq.mtrs. ("Balance FSI"). The Developer and/or the Owner shall utilize the Balance FSI for further construction on the said Land and/or the Larger Property in accordance with law at the discretion of the Developer.

GG. The Purchaser is aware and informed that in the event there is any change in the said layout approvals, the same may result in the change of the layout of the said Land and has confirmed that the amendment to the layout of the said Land at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever and modification/variation of the Sanctioned Plans including the Building Plans as a result thereof, shall be permissible, however the same would not

affect the area, location and internal dimension of the said Flat in any manner whatsoever.

HH. The Purchaser being fully satisfied in respect of the title of the Owner to the said Land and all permissions, plans etc. and all the representations made by the Owner and rights of the Developer to develop the said Land, has approached the Owner and the Owner has agreed to sell to the Purchaser on ownership basis a flat bearing a Flat No. _____ admeasuring _____ Sq. Ft. carpet area (i.e. _____ square meters) on the _____———— floor of Wing "B" of the building known as **"Elite Platina 20"** standing on the said Land and forming part of the Owner's Premises (hereinafter referred to as "the said Flat") and more particularly described in the Third Schedule hereunder written and the said Flat is washed with Red colour on the Floor Plans annexed hereto and marked as Annexure "E").

The Carpet Area of the said Flat as defined under the provisions of RERA, is _____ square meters as calculated as per Circular Number 4/2017 bearing Ref. No. MahaRera/Secy/FileNo.27/84/2017 dated 04.06.2017 issued by the Maharashtra Real Estate Regulatory Authority. However the Actual Carpet Areas are as under:-

| | | |
|---|---|---|
| Net Usable Floor Area | : | ____ Sq. Mtrs., |
| Balcony 1 / 2 / 3 (to be enclosed) Area | : | ____ / ____ / ____ Sq. Mtrs., |
| Elevation Treatment Area | : | ____ Sq. Mtrs., |

"Carpet Area" means the Net Usable Floor Area of the said Flat.

Carpet Area, as defined under the provisions of RERA means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser and verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Flat.

As per the Development Control Regulations, 1 (one) car parking space/s is/are required to be compulsorily provided along with 2 (two) residential premises/flat admeasuring between 35.00 Sq. Mtrs. to 50.00 square meters each, 1 (one) car parking space/s is/are required to be compulsorily provided along with residential premises/flat admeasuring between 50.00 Sq. Mtrs. to 75.00 square meters and 2 (two) car parking spaces for more than 75.00 Sq. Mtrs., accordingly, the Purchaser shall be entitled to the allotment of **One** Car Parking space/s, at no extra cost, as an amenity attached to the Flat (hereinafter referred to as "the Car Parking Space/s") more particularly described in the Third Schedule hereunder written at no

extra cost, as an exclusive amenity attached to the Flat. The Flat and the Car Parking Space/s are hereinafter collectively referred to as "the Premises".

II. The consideration is derived and this Agreement is entered into on the basis that (a) the Purchaser has accorded his irrevocable consent to the Developer that the Developer shall be entitled to utilize the said FSI (as defined hereinabove) before the formation of the Society and even post formation of the Society and (b) the Purchaser has accorded his irrevocable consent to the Owner that the Owner shall be entitled to the Entire Development Potential and the Owner shall be entitled to use and consume the Entire Development Potential or any part thereof either on the Larger Land (by itself and/or with or through Third Party Developer/s) and/or on the said Land jointly with the Developer, before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance/Lease and/or deemed conveyance/lease, (c) the Purchaser has accorded his irrevocable consent to (i) the Developer whereby the Developer shall be entitled to make any variations, alterations, amendments or deletions to the Sanctioned Plans (from time to time) or in the scheme of development of the said Land, as the Developer may deem fit in its sole discretion before the formation of the Society and even post formation of the Society; and (ii) the Owner shall, from time to time, be entitled to make any variations, alterations, amendments or deletions to or in the phase-wise scheme of development of the Larger Land, relocate/realign amenity areas, service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Owner may deem fit in its/their sole discretion and/or to the plans in respect of the said Layout and/or the buildings (or any of them) to be constructed upon the Larger Land (excluding the said Land) before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance/Lease and/or deemed conveyance/lease with the Society.

JJ. The Owner has agreed to sell and allot to the Purchaser the said Flat on ownership basis and the Purchaser has agreed to purchase from the Owner, the said Flat for a total consideration of **Rs._____/- (_____)** ("hereinafter referred to as the "said Consideration") and on the terms and conditions as hereinafter appearing. The Purchaser is aware that the Car Parking Space/s is/are an amenity provided along with the said Flat in manner aforesaid, pursuant to the provisions of the Development Control Regulations and that the said Flat and the Car Parking Space/s are not divisible, and shall at all times be held by the Purchaser as one composite unit.

KK. Wadia Gandhy & Co., Advocates and Solicitors have conducted their due diligence on the title to the said Land and have issued their Title Certificate dated October 28, 2013 thereby certifying the title to the said Land, copy of which is annexed and marked as Annexure "F".

LL. The Owner and the Developer have given full and free inspection to the Purchaser of all the documents relating to the said Land (including the Development Agreement and the Supplemental Development Agreement), the Sanctioned Plans, the tentative plans, specifications prepared by the Developer's Architects and such other documents which are specified under the said Act and the rules made thereunder and the Purchaser is fully satisfied with the title of the Owner in respect of the said Land and the Owners right to allot and sell the Owner's Premises in the said Buildings (including the said Flat);

MM. This Agreement is entered into by the Purchaser after seeking legal advice on the various clauses and the rights retained by the Developer and the Owner and also specifically with respect to the rights and protection under the law.

NN. The Purchaser acknowledges that the Purchaser has fully read and understood all the terms and conditions of this Agreement and the Purchaser has entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc;

OO. In the event, the Purchaser being a Non Resident Indian (N.R.I.) intending to book and acquire a Residential premises/units/flats from the Owner, then it shall be the sole responsibility of the Purchaser to procure the necessary/statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a Residential premises/units/flats. The Owner shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective Purchaser.

PP. The Bank has consented to the allotment, sale, assignment and transfer of the Flat to the Purchaser agreed to be allotted and sold herein.

QQ. Under Section 4 of the MOFA and Section 13 of RERA, the Owner and Developer are required to execute a written Agreement for Sale of the said Flat with the Purchaser, being in fact these presents and also to register this Agreement under the Registration Act.

RR. The Developers have registered four different Projects phase wise namely 'Solitaire - Wing B and Wing C' and 'Platina – Wing A and Wing B' separately with the Real Estate Regulatory Authority and have obtained registration of the said four phases. This Agreement is in respect of **"Elite Platina 20"** which is Building No. **20** which is registered as a separate

Real Estate Project with the Real Estate Regulatory Authority Act, at Sr. No. **P51700010204** dated **24/08/2017**. The Developers have disclosed the plinth area of **"545.48 sq. mtrs."** being Building No. **20** as the area for registration of the Real Estate Project. As stated earlier, the Developers have also registered other buildings namely **"Elite Solitaire 15"**, **"Elite Solitaire 16"** and **"Elite Platina 19"** as separate and independent Real Estate Projects.

SS. M/s. Money Magnum Constructions being the Owner herein is a Co-Promoter of the Real Estate Project.

TT. The Purchaser(s) shall make payment towards the booking and purchase of the said Consideration into the Account bearing No. **57500000048165** with **HDFC Bank Ltd.** Mumbai.

UU. In accordance with the Real Estate Regulation & Development Act, 2016, seventy percent of the amount realized from the Purchaser(s) shall be deposited in separate account and it shall be utilized towards the cost of construction and cost of Land as provided under RERA. The Promoter has opened such separate account which is bearing No. **57500000048165** of the **HDFC Bank Ltd.** Bank.

VV. Now therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

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

1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and are to be interpreted, construed and read accordingly.

2. The Purchaser has accorded his irrevocable consent to (a) the Developer whereby the Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Land, relocate/realign amenity areas, service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society and (b) the Owner whereby the Owner (by itself and/or by way of joint-development and/or in the manner as the Owner deems fit and proper) shall, from time to time, be entitled to make any variations, alterations, amendments or deletions to or in the phase-wise scheme of development of the Larger Land, relocate/realign amenity areas, service and utility connections and lines, open spaces, parking spaces, recreation areas and

all or any other areas, amenities and facilities as the Owner (by itself and/or by way of joint-development and/or in the manner as the Owner deems fit and proper) may deem fit in its/their sole discretion and/or to the plans in respect of the said Layout and/or the buildings (or any of them) to be constructed upon the Larger Land (excluding the said Land) before the formation of the Society and even post formation of the Society and even after the execution of the Deed of Conveyance/Lease and/or deemed conveyance/lease with the Society.

3. The Developer shall in the course of development of the said Land be entitled to amend and alter the Building Plans as may, from time to time, be deemed necessary and expedient by the Developer. The Purchaser irrevocably gives his/her/their consent to the Developer for carrying out such amendments, alterations, modifications in the said Building Plans as may be, from time to time, deemed necessary and expedient by the Developer.

4. The Purchaser hereby agrees to purchase and acquire from the Owner and the Owner hereby agrees to sell to the Purchaser, and the Developer hereby agrees to confirm in favour of the Purchaser, a Flat No. _____ admeasuring _____ sq. ft. carpet area equivalent to _____ sq. mtrs. carpet area as per the definition of RERA on the _____———— floor of the Wing "B" of the building known as **"Elite Platina 20"** ("said Building") and is more particularly detailed in the Third Schedule hereto and washed with red colour on the Floor Plans annexed hereto and marked as Annexure "E" (and hereinafter referred to as "the said Flat") for the total sale consideration of **Rs._____/-** **(_____)** (hereinafter referred to as "the Consideration") to be paid by the Purchaser to the Owner in the manner provided hereinbelow.

The Carpet Area of the said Flat as defined under the provisions of RERA, is _____ square meters as calculated as per Circular Number 4/2017 bearing Ref. No. MahaRera/Secy/FileNo.27/84/2017 dated 04.06.2017 issued by the Maharashtra Real Estate Regulatory Authority. However the Actual Carpet Areas are as under:-

Net Usable Floor Area : ____ Sq. Mtrs.,

Balcony 1 / 2 / 3 (to be enclosed) Area: ____ / ____ / ____ Sq. Mtrs.,

Elevation Treatment Area : ____ Sq. Mtrs.,

"Carpet Area" means the Net Usable Floor Area of the said Flat.

As per the Development Control Regulations, 1 (one) car parking space/s is/are required to be compulsorily provided along with 2 (two) residential premises/flat admeasuring between 35.00 Sq. Mtrs. to 50.00 square meters each, 1 (one) car parking space/s is/are required to be compulsorily

provided along with residential premises/flat admeasuring between 50.00 Sq. Mtrs. to 75.00 square meters and 2 (two) car parking spaces for more than 75.00 Sq. Mtrs., accordingly, the Purchaser shall be entitled to the allotment of **One** Car Parking space/s, at no extra cost, as an amenity attached to the Flat ("the said Car Parking Space/s") more particularly described in the Third Schedule hereunder written. The Purchaser shall be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space/s and shall pay such outgoings in respect of the said Car Parking Space/s as may be levied.

The said Flat and the said Car Parking Space/s are hereinafter collectively referred to as "the Premises".

The Purchaser is aware that the area as mentioned below are appurtenant to the said Flat for his/her/their exclusive use.

Net Usable Floor Area : ____ Sq. Mtrs.,

Balcony 1 / 2 / 3 (to be enclosed) Area: ____ / ____ / ____ Sq. Mtrs.,

Elevation Treatment Area : ____ Sq. Mtrs.,

Bare Shell condition means Internal and External Walls alongwith Doors and Windows to the External Wall.

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

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

5. The Purchaser has paid to the Owner a sum of **Rs._____/-** (_____) out of the Consideration of **Rs._____/-** (_____) payment and receipt whereof the Owner does hereby admit and acknowledge and acquit, release and discharge the Purchaser from the payment and receipt thereof and every part thereof) being the earnest money/part consideration on or before the execution of this Agreement and agrees to pay the balance Consideration of a sum of Rs._____/- (_____) within 10 day of execution hereof.

Time as to payment is the essence of this Agreement and the Purchaser shall be liable to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") on all delayed payments from the due date till the date of payment thereof.

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

Provided further that at the time of handing over the possession of the said Flat, if any such certificate is not produced, the Purchaser shall pay such equivalent amount as interest free deposit with the Owner, which deposit shall be refunded by the Owner, without interest, on the Purchaser producing such certificate within 1 (one) month of the possession being offered. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the 1 (one) month, the Owner shall be entitled to appropriate the said deposit against the TDS liability and/or interest as aforesaid, due from the Purchaser.

The Purchaser/s is/are aware that the amount of Sale Consideration as set out in Clause No. 4 hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including *inter alia* Goods and Service Tax (hereinafter collectively referred to as "the Indirect Taxes"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the Indirect Taxes on the transactions as contemplated under this Agreement for the sale of the said Flat by the Owner to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Owner is not liable to bear and/or pay the same. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the applicable amounts for the Indirect Taxes to the Owner or the

concerned authorities (if so directed by the Owner) within a period of 7 (seven) days from the date of the Owner calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

It is hereby further agreed that in addition to the said Indirect Taxes, in the event of any additional amount/s becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax, levy, charges, etc. by whatever name called (whether applicable at the time of execution of the this Agreement for Sale and/or any time hereafter) to any authority or to the State Government or to the Central Government (save and except the Income Tax on the income of Owner), arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Owner shall not be liable for the same.

In the event if the applicable legislation permits an option to the Owner to opt for a particular type of computation for the purposes of applicability of the Indirect Taxes, then and in such an event, the Owner shall be free and entitled to opt for any permissible computation or avail of any scheme (as may be available) for the purposes of computation of such Indirect Taxes and the Purchaser/s shall not object to the same.

Non-reimbursement/Non-payment of the said Indirect Taxes and other amounts mentioned in this Clause 6 (a), 6 (b) and 19 by the Purchaser/s shall be deemed to mean non-payment of the amount towards the Sale Consideration to the Owner and the consequences as mentioned in Clause 46 hereof shall apply.

In the event if any rebate or credit or set off is available to the Owner of any amounts paid by the Owner or the Purchaser/s against the payment of the Indirect Taxes, then and in such an event, the Owner shall, solely and exclusively be entitled to such credits or rebates. The Owner may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Owner shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Indirect Taxes to the Owner or the concerned authorities within a period of 7 (seven) days from the date of the Owner calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

It is further agreed by and between the Parties that that the Purchaser/s have negotiated the Sale Consideration (as set out in Clause No. 4 hereto) with the Owner having regards to the set-off/tax credit that may be available or be hereafter made available to the Owner and after taking into

consideration that such tax set-off or tax credit (by whatever name called) is or shall be available to the Owner. Thus, in the event if that such tax set-off or tax credit (by whatever name called) is or shall be available to the Owner with regard to any of the Indirect Taxes, then the Owner shall solely be entitled to claim the same and be solely entitled to the benefit of such tax set-off or tax credit and it is agreed and clarified that the Sale Consideration and the instalments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Owner shall be entitled to claim and be solely entitled to the benefit of such tax set-off or tax credit.

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

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

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

The Purchaser/s declares and confirms that all the payments under this Agreement made by the Purchaser/s shall always be from the bank account of the Purchaser /Joint Purchaser/s only. In the event of any payment being made by the Purchaser/s, from any other persons account (excluding Joint Purchaser/s) then the same shall be deemed to have been made by such other person at the request and behest of the Purchaser/s/Joint Purchaser/s. It is agreed between the parties hereto that

any payment made by any person other than the Purchaser/s will not create any right, title or interest in the said Flat in favour of such other person.

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

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

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

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

In case the transaction being executed by this agreement between the Owner, the Developer and the Purchaser is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Owner / the Developer / the Purchaser / all, as the case may be, in accordance with the agreed terms of payment.

6. In addition to the said Consideration, the Purchaser shall be liable to pay the following amounts as and when demanded by the Owner in terms of sub-clause (a) and (b) herein below.

(a) The payment of the amounts as provided herein below shall be directly in the name of the Developer **("Deposits I")**;

| **Particulars** | **Amount (Rs.)** |
|---|---|
| Association Formation Charges and membership fees of the Association | **Rs._____/-** |
| Deposits towards Common Areas and Facilities and its maintenance thereof, towards ad-hoc deposit for maintenance charges, excluding Property Tax, **("Adhoc Maintenance Deposit")** | **Rs._____/-** |
| Corpus Fund | **Rs._____/-** |
| Legal Charges / Electric Meter / Water Meter Charges | **Rs._____/-** |
| Share Money | **Rs._____/-** |
| Development Charges payable to the Developer | **Rs._____/-** |
| Fit out deposit **(Refundable)** | **Rs._____/-** |

(b) The payment of the amounts as provided herein below shall be directly in the name of the Owner on demand in terms of sub-clause (c) below **("Deposits II")**:-

| **Particulars** | **Amount (Rs.)** |
|---|---|
| Existing Clubhouse and its associated amenities such as Swimming Pool, Gymnasium, Spa, etc. | **Rs._____/-** |
| Development Charges payable to the Owner | **Rs._____/-** |

(c) The payment towards the amounts mentioned in (a) and (b) above together with applicable taxes (including Service Tax/GST) thereon shall be made within 7 (seven) days from the date the Developer intimated to the Purchaser to occupy the said Flat.

(d) It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser shall pay all or any such other charges, fees or levies or additional charges and increase in the above list of charges or such other or additional charges, fees or levies as the Developer may indicate from time to time.

7. The Purchaser has simultaneously with the execution of these presents paid to the Owner, 1% VAT payable on amounts paid till 30th June, 2017 towards this Agreement. Further, the Purchaser shall also be liable to pay Service Tax as applicable from time to time (as per the Notification) on all receivables/installments/ deposits/other amount. It is hereby agreed and accepted by the Purchaser that if any change or increase towards the Service Tax and VAT as mentioned hereinabove is levied any time in future through amendment in any rules or regulation and/or through notification by the concerned Statutory Authority/ies, such differential/ increased amount shall be paid by the Purchaser immediately upon intimation by the Owner to the Purchaser.

8. The Purchaser is aware that as per present statute, Service Tax / VAT / GST are leviable/ applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser, to the Owner in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay the amount of the Service Tax along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of Service Tax / VAT / GST by the Purchaser to the Owner, the Purchaser shall be liable to pay Interest Rate on all delayed payments from the due date till the date of payment thereof. The Owner shall not be bound to accept the payment of any installment unless the Service Tax alongwith interest applicable thereon, is paid as aforesaid and the Purchaser shall be deemed to have committed default in payment of amount due to the Owner, hereunder if such payment is not accompanied with payment of the applicable Service Tax. Provided further that if on account of change/amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, then the Purchaser shall be solely and exclusively liable to bear and pay the same, to the exclusion of the Developer and the Owner, and the Purchaser do and doth hereby agree and undertake to indemnify and keep indemnified the Developer and the Owner and their assigns in respect thereof.

9. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Owner to the said Land to be developed more particularly described in the Second Schedule hereunder written, and the Developer's right to develop the same in the manner provided in the Development Agreement and the Supplemental Development Agreement and the Purchaser shall not be entitled to further investigate the title of the Owner and/or the rights of the Developer and no requisition or objection shall be raised upon any matter relating thereto. The Purchaser has sought

all legal advice on this Agreement as is necessary and hereby unequivocally confirms that he/she/they has understood the rights retained by the Developer and the Owner under this Agreement, and the implications and consequences thereof.

10. It is expressly agreed that the Purchaser is aware that as a result of changes in the building plans of the said Buildings, the Purchaser's share accruing to the said Flat and/or in the common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorizes the Developer to so increase or decrease the said share accruing to the Flat and/or the Purchaser/s in the common areas and facilities of the said Buildings and the Purchaser hereby irrevocably agrees to accept the said share as changed as aforesaid.

11. The Owner shall be entitled to the Entire Development Potential being the entire unconsumed and residual Floor Space Index (F.S.I.) (over and above and excluding the said FSI), if any, in respect of the said Larger Land including in respect of the said Land and the entire increased, additional, available, future and extra F.S.I. (whether by way of purchase of FSI from any authority by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or availability and/or increase of FSI/TDR and/or floating FSI or as proposed under the Notice bearing No.TMC/TDD/DPIC/1388 dated 8th March 2013 issued by the Town Planning Department of the Thane Municipal Corporation or fungible FSI or arising due to the said Layout or out the Larger Land or any area accruing to the Larger Land and the development thereof, which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever), which shall absolutely and exclusively belong to and be available to the Owner herein and the Owner shall be entitled to use and consume such Entire Development Potential or part thereof either on the Larger Land (by itself and/or by way of joint-development and/or in the manner as the Owner deems fit and proper) or on the said Land (jointly with the Developer) and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. The Developer shall be entitled and be at liberty to amend/vary the Sanctioned Plans and to carry out such construction provided the Developer shall not make any change in the location, area and internal dimensions of the said Flat. The Purchaser hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the said MOFA, Section 14 of RERA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein, and hereby unequivocally and irrevocably waives the benefit and protection of the provisions of Section

7(1)(i) & (ii) and the other applicable provisions of the said MOFA and Section 14 of RERA and/or rights of a similar nature and/or effect under any statutory amendment or re-enactment thereof, in that regard;

12. The Purchaser hereby agrees and confirms as stated hereinbelow:-

(a) It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Flat agreed to be sold by the Owner to the Purchaser, subject to payment of the said Consideration and all the monies stipulated herein and all other premises shall be the sole property of the Developer or the Owner, as the case may be and the Developer or the Owner as the case may be, shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever.

(b) Till the formation of the Society and the conveyance of the said Land to the Society, the Purchaser shall not be permitted to sell, transfer, give on lease and/or license and/or part with the possession of the said Flat or any part thereof without the prior written consent of the Developer.

(c) The Developer shall be entitled to utilise the said FSI which shall absolutely and exclusively belong to and be available to the Owner and the Developer herein and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof.

(d) The Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society.

(e) The Developer shall be at liberty and be entitled to amend the lay-out plans, the building plans and other approvals, from time to time, to effectuate the rights retained by the Developer herein.

(f) If the said FSI by whatever name or form is increased in respect of the said Land and/or the development thereof, then in such event, the Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the area of the said Flat is not reduced. This consent shall be considered to be the Purchaser's consent contemplated by Section 7 (1) (ii) of the Act and the other

provisions of the said Act, Section 14 of RERA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations.

(g) The Developer shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and as may be decided with the Owner and such additional structures and storeys will be the joint property of the Developer and the Owner alone. The Developer will be entitled to use the terrace/s including the parapet wall for any purpose including construction for additional floors, 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 said Buildings to which the Purchaser, shall not object and it is expressly agreed that the Developer shall be entitled to put a hoarding or give on lease site for pager station, cell base station and/or telecom towers on the said Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprise a neon sign and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Buildings as the case may be and the Purchaser agrees not to object or dispute the same. The Developer shall be entitled to install its logo in one or more places in or upon the said Buildings and the Developer reserves to itself full and free right of way and means and access to such place or places for purposes including without limitation installation, repair, painting or changing the logo, for pager station, cell base station, telecom towers, hoarding and/or the temporary or the aforestated permanent construction erected by the Developer.

(h) The Purchaser is aware and confirms that the Developer will provide the fixtures, fittings, facilities and amenities in the said Buildings and the said Flat as more particularly mentioned in Annexure “G” annexed hereto. The Purchaser is aware and has agreed that the Developer shall endeavour to provide the fixture, fitting, facilities and amenities of the same specifications as hereinstated. However, in the event fixture, fitting, facilities and amenities of the said specifications are not available in the market wherefrom other materials are procured, the Developer shall provide fixture, fitting, facilities and amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes at the Developer’s discretion.

(i) The Purchaser hereby agrees and acknowledges that the purchasers / occupants of flats in Platina Building to be situated on the Sub-plot F being part of the said Land (but being a separate sub divided plot) shall be entitled to exclusive use of the facility and amenity (including swimming pool/ gymnasium) located on Sub-Plot "F" (hereinafter referred to as "Platina Amenity") to the complete exclusion of the purchasers/ occupants of flats in Solitaire Building which is located on Sub-Plot A. The Purchaser further agrees and acknowledges that the Platina Amenity shall also not be entitled to be used by the purchasers/ occupants of the flats on the Larger Land (except said Plot F). The Purchaser hereby further agrees and acknowledges that the purchasers / occupants of flats in Solitaire Building to be situated on the Sub-Plot A on part of the said Land shall be entitled to exclusive use of the existing swimming pool/ gymnasium/ Club house located on Sub-Plot "A" (hereinafter referred to as "Solitaire Amenity") to the complete exclusion of the purchasers/ occupants of flats in Platina Building which is located on Sub-Plot F. The Purchaser further agrees and acknowledges that the Solitaire Amenity shall also be used by the purchasers/ occupants of the flats on the Larger Land (except said Plot A). The Platina Amenity shall only be made available to the Purchaser/s of the Buildings to be constructed on Sub-Plot F upon completion of all the buildings on Sub-Plot F with Occupation Certificate. Further, the Solitaire Amenity shall only be made available to the Purchaser/s after completion of all the buildings with occupation certificate to be constructed on all the buildings on Sub-Plot A. The Purchaser hereby further agree and undertake that the Purchaser has unconditionally agreed and accepted the above pre-condition and has agreed to acquire the said Flat and undertakes not to make any claim or raise any objection either with the Developer or other society/Society or with the Owner for such restrictive use of the aforesaid facilities / amenities at any time.

(j) The location of the said Buildings and the common areas and amenities is a provisional one. The Developer is entitled and irrevocably authorized to alter/modify the layout of the said Land and/or the said Buildings, including altering / relocating or reshaping the said Buildings, common areas and amenities shown in the presently approved layout. Also the common areas and facilities may be shared by the Purchaser and purchasers of various premises in the new buildings to be constructed on the said Land as well the Existing Buildings, as may be sanctioned by the concerned authorities from time to time.

(k) The Developer shall always have the right and be entitled to purchase and acquire further Transfer of Development Rights from the market (over and above the said FSI) and consume the same on the said Land (or any part thereof) and construct additional floors, make alterations and deal with the same in the manner and subject to terms as may be decided between the Developer and the Owner, and the Purchaser hereby irrevocably consents to the rights of the Developer mentioned above as well as the rights of the Developer to revise and modify the Sanctioned Plans, Building Plans from time to time.

(l) Till the entire development of the said Land to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and stay over the said Land, unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard.

(m) The Purchaser is aware that the Developer may develop the said Land in a phase wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deem fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the said Land to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Land in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consents to the same.

(n) The Purchaser hereby agrees, accepts and confirms that the Owner proposes to develop the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein and as depicted in the Layout Plan at Annexure “D1” hereto constituting the Proposed Layout Plan and the Proposed Potential and Purchaser has agreed to purchase the said Flat based on the unfettered and vested rights of the Owner in this regard.

(o) The Developer shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Land, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Flat.

(p) The Developer shall be entitled to make variations in the lay-out, amenities and specifications, service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimensions as the Developer deems fit.

(q) The Developer shall have the right to designate any space on the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Buildings that may be developed on the said Land. The Developer shall also be entitled to designate any space in the said Land to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Land and the said Buildings constructed thereon.

(r) Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s) and the infrastructure on the said Land, common amenities and facilities on the said Land after the completion of the project and as determined thereafter by the Developer. The Developer shall have the authority and discretion to negotiate with such project management agency and to enter unto and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the said Buildings that may be developed on the said Land, as the case may be, including the Purchaser, on a pro rata basis, as part of the development and common infrastructure charges referred to herein.

(s) The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land and the said Buildings constructed thereon.

(t) The Developer shall have the exclusive right to control advertising and signage, hoarding and all other forms of signage whatsoever within the said Land and on the said Buildings, till such time as the said Land together with the said Buildings constructed thereon are transferred to the Society. However, the Developers/Owners' logo and name shall always be fixed on the exterior of the said Buildings terrace parapet.

(u) The Developer shall be entitled to construct site offices/sales lounge in the said Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of the conveyance/lease executed with the Society in respect of the said Building/s.

(v) The Purchaser authorizes the Owner and/or Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Owner and/or Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Owner and/or Developer to adjust his payments in any manner.

13. The Developer and the Owner hereby covenant as follows:-

(a) The said Flat is ready for possession. The Developer has offered possession of the said Flat in the said Building to the Owner, so as to enable the Owner in turn, to offer possession of the same to the Purchaser. The Purchaser agrees and confirms that the obligation and liability to offer possession of the Flat as aforesaid, shall be strictly subject to the receipt (i) by the Owner of the entire said Consideration and (ii) all other monies payable by the Purchaser under or pursuant to this Agreement to the Owner and/or the Developer as the case may be, and also subject to any Force Majeure conditions or Act of God disturbing the schedule of construction and in such case the date of offering possession shall stand extended pro-rata.

(b) The Owner shall not be obliged and/or bound to offer and/or hand over possession of the said Flat as stated hereinabove in case of any of the following reasons:-

a. Any force majeure events;

b. Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;

c. War and hostilities of war, riots, bandh or civil commotion;

d. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Owner from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;

e. Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

f. Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever;

g. If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;

h. Any stay order / injunction order issued by any Court of Law, competent authority, TMC, statutory authority;

i. Any other circumstances that may be deemed reasonable by the Real Estate Regulatory Authority.

j. The Owner shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Flat Purchaser/s.

(c) If the Developer fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Flat Purchaser/s on the Possession Date save and except for the reasons as stated in Clause (b) above, then the Flat Purchaser/s shall be entitled to either of the following:-

(i) call upon the Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Developer ("Interest Notice") to pay Interest Rate for every month of delay from the Possession Date on the Sale Consideration paid by the Flat Purchaser/s. The interest shall be paid by the Developer to the Flat Purchaser/s till the date of offering to hand over of

the possession of the said Flat by the Owner to the Flat Purchaser/s; OR

(ii) to terminate this Agreement by giving written notice to the Owner by Courier / E-mail / Registered Post A.D. at the address provided by the Owner ("Flat Purchaser/s Termination Notice"). On the receipt of the Flat Purchaser/s Termination Notice by the Owner, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Owner, the Owner shall refund to the Flat Purchaser/s the amounts already received by the Owner under this Agreement and the Developer shall pay interest at Interest Rate to be computed from the date the Owner received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Owner and/or the Developer (as stated in this clause), the Flat Purchaser/s shall have no claim of any nature whatsoever on the Owner and/or the said Flat and/or the said Car Parking Space/s and the Owner shall be entitled to deal with and/or dispose off the said Flat and/or the said Car Parking Space/s in the manner it deems fit and proper. (d) In case if the Flat Purchaser/s elects his remedy under sub-clause (c) (i) above then in such a case the Flat Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (c) (ii) above.

14. Procedure for taking possession: a. Upon obtainment of the Occupancy Certificate from the TMC and upon payment by the Purchaser of the requisite instalments of the Consideration and all other amounts due and payable in terms of this Agreement, the Owner shall offer possession of the said Flat to the Purchaser in writing ("Possession Notice"). The Purchaser agrees to pay the maintenance charges as determined by the Developer or the Society, as the case may be. The Owner on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project. b. The Purchaser shall take possession of the said Flat within 15 days of the Possession Notice. c. Upon receiving the Possession Notice from the Owner as per Clause [i] above, the Purchaser shall take possession of the said Flat from the Owner by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Owner, and the Owner shall give possession of the said Flat to the Purchaser. Irrespective of whether the Purchaser takes or fails to take possession of the said Flat within the time provided in Clause [ii] above, such Purchaser shall continue to be liable to pay maintenance charges and

all other charges with respect to the said Flat, as applicable and as shall be decided by the Owner and/or the Developer. d. Within 15 (fifteen) days of receipt of the Possession Notice, the Purchaser shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, of outgoings in respect of the Real Estate Project and Larger Land including interalia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined by the Developer at its sole discretion. The Purchaser further agrees that till the Purchaser's share is so determined by the Developer at its sole discretion, the Purchaser shall pay to the Developer provisional monthly contribution per month towards the outgoings that may be decided by the Developer. At the time of being handed over possession of the said Flat for fit outs, the Purchaser shall pay to the Owner/Developer the Adhoc Maintenance Deposit being a lumpsum amount towards initial outgoings expenses as setout above. The amounts so paid by the Purchaser to the Developer shall not carry any interest and shall remain with the Developer until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Developer to the Society. e. It is agreed between the parties that on the date on which Possession of the said Flat is being handed over to the Purchaser, the Car Parking space may not be ready or fit for use. The Purchaser/s shall not raise any objection or refuse to take possession of the said Flat due to non-availability of Car Parking space. The Owner may provide, if available, one car parking space per flat on temporary basis, till the time the parking space are ready for parking of car. Upon the Car Parking Space being ready for use, any temporary parking space, allowed to be used by the Purchaser shall be forthwith vacated by the Purchaser/s. The maintenance charges and local taxes allocated to such temporary car parking space or permanent car parking space shall be paid by the Purchaser/s.

15. Notwithstanding anything to the contrary contained anywhere else in this Agreement, it is agreed by and between the parties hereto that the Owner shall be obliged and liable to offer possession of the said Flat to the Purchaser, only upon the Purchaser having duly paid in full all amounts/all installments of the said Consideration/society deposit/interest free interior deposit/service tax/interest (if any) or any other amount as and when the same are due and/or payable under this Agreement to the Owner, or as the

case may be, the Developer, without any deduction, delay, demur or protest.

16. The Owner have further informed the Purchaser/s that all the expenses and charges (maintenance and upkeep) of the said amenities and conveniences may be common and the Purchaser/s alongwith other purchasers of flats/units/premises in the Real Estate Project and/or the buildings constructed on the said Land, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Purchaser/s shall be determined by the Owners and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.

17. The Adhoc Maintenance Deposit so paid by the Flat Purchaser/s to the Developer shall not carry any interest and shall be utilized by the Developer for payments, taxes, outgoings from the date of possession. The Developer has informed the Flat Purchaser/s that once the Adhoc Maintenance Deposit is about to get exhausted by the Developer, the Developer shall intimate the Flat Purchaser/s about the same and the Flat Purchaser/s has agreed to regularly pay the monthly maintenance charges on 5th of every month on actual without any objection, demur or protest as per the invoice raised by the Developer till the time the management and operation of the said Buildings has been handed over by the Developer to the Adhoc Committee and/or to the Society, whoever earlier and shall not withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Developer shall hand over the management and affairs of the new Building to the Adhoc committee and/or to the society within a period of 24 months from the completion of the Project.

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

19. The Purchaser/s hereby agrees and declares that he/she/itself/ themselves shall submit full-fledge drawings with all specifications before starting interior work of the said Flat and the approval/NOC shall be obtained from the Owner. The Purchaser/s shall deposit with the Owner Rs.1,00,000/- (Rupees One Lac Only) as interest free fit-out deposit ("said Fitout Deposit") for carrying out interior work in the said Flat, etc. and to ensure that there is no damage to the said Flat or any damage to any other part of the said Building/facilities, amenities etc. whatsoever. The said deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Owner's NOC by the Purchaser. Forthwith upon completion of the interior work of the said Flat and the project architect issuing a certificate that no damage to the said Flat or any damage to any other part of the said Building/facilities, amenities etc. whatsoever has been caused due to interior work carried out in the said Flat by the Purchaser. The Owner shall refund the said Fitout Deposit at the time of hand over of the new Building to the Adhoc committee and/or to the Society subject to the terms set out in this Agreement, after deducting therefrom all such amounts in respect of damages, if any, caused to the said Flat or any damage to any other part of the said Building/facilities, amenities etc. whatsoever has been caused due to interior work carried out in the said Flat by the Purchaser.

20. The Developer shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by TMC and any other concerned local authority at the time of sanctioning the plan and thereafter, as stipulated in the Sanctioned Plans for the construction of the said Buildings on the said Land and obtain from the appropriate authority the Occupation Certificate before handing over possession of the said Flat to the Purchaser for occupation. The Developer acknowledges that said Buildings to be constructed on the said Land shall be used only for residential purposes.

21. The said Buildings shall be constructed and completed in accordance with the Sanctioned Plans as approved by TMC as aforementioned with such modifications thereto as may be made by the Developer as set out hereinabove. Save and except as provided herein, the Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at the time of sanctioning the plans and shall, before possession of the said Flat is offered to the Purchaser, obtain the occupation certificate and/or part occupation certificate in respect of the said Buildings.

22. If within a period of 5 (five) year from the date of handing over the said Flat to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developer any structural defects in the said Flat or the said Buildings in

which the said Flat is situated, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Purchaser/s carry out any alteration or addition or change in the said Flat and in the said Buildings in which the said Flat is situated without obtaining prior written permission of the Developer and the concerned authorities wherever required, the liability of the Developer shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost. The reasonable compensation if payable under this clause will be determined by the Architects appointed by the Developer. The Purchaser agrees and confirms that subject to the foregoing, the Developer alone shall be responsible and answerable for all defects liability, to the exclusion of the Owner.

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

24. The Owner is at liberty and is entitled to enter into any Agreement for sale of the Owner's Premises in the said Buildings;

25. It is hereby agreed that the Purchaser has agreed to acquire the said Flat. It is hereby expressly agreed by and between the Parties that the Developer and the Owner shall be entitled to the open ground, compound, parking areas whether under the stilt, in the basement or in the open and shall be entitled to deal with and/or dispose of in such manner as they desire.

26. Save and except as disclosed herein and in the disclosures made to the Purchaser:- (a) The Developer and the Owner hereby represent that Developer is absolutely entitled to develop the said Land and construct the said Buildings by utilising the said FSI and the Owner is at liberty to sell on ownership basis and/or allot, dispose, transfer the Owner's Premises and/or enter into any package deal arrangement and agreement for the allotment or sale of the Owner's Premises forming part of the said Buildings to be constructed on the said Land on such terms and conditions as the Owner may think fit; (b) The Developer hereby represents that save and except as stated in this Agreement the Developer has not created mortgage, charge, encumbrances, lease, lien or otherwise on the said Land or the said Building or the development rights thereon, and the Owner

hereby represents that save and except as stated in this Agreement and in the Title Certificate (annexed hereto and marked as Annexure "F"), the Owner has not created mortgage, charge, encumbrances, lease, lien or otherwise on the said Land or the said Building or the development rights thereon; (c) The Owner hereby represents that save and except the litigations setout in Annexure "H" hereto, no other litigations or proceedings filed/pending in any Court or Tribunal, or any attachment either before or after judgment in respect of said Land or the said Buildings; (d) The Developer and the Owner, each of them, in so far as its concerns itself only and no further, hereby represent that there is no prohibitory order under any statute or otherwise, restraining and/or restricting rights of the Owner and the Developer to enter into this Agreement; (e) The Developer and the Owner each of them, in so far as its concerns itself only and no further, hereby represents that the Developer and the Owner have all the right and title to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right or interest of the Purchaser created herein, may prejudicially be affected; (f) The Developer and the Owner each of them, in so far as its concerns itself only and no further, hereby represent that the neither the Owner nor the Developer has not entered into any agreement for sale and/or development or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement; (g) The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement; (h) The Developer and the Owner each of them, in so far as its concerns itself only and no further, hereby represent that no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Owner or the Developer in respect of the said Land; (i) The Developer has pursuant to the terms and conditions as mentioned in the Development Agreement read with Supplemental Development Agreement is developing the said Land, after putting up and obtaining approval for new building plans as the plans to develop the said Land by the Owner under the Rental Housing Scheme were not sanctioned/approved.

27. The Purchaser with the intention to bind itself and all persons into whose hands the said Flat may come, hereby covenant with the Owner and the Developer as follows:- (a) To maintain the said Flat at the Purchasers' own cost in good and tenantable state of repairs and conditions from the date possession of the said Flat is taken by the Purchaser and the Purchaser shall not do or suffer to be done anything in or to the said Buildings in which the said Flat is situate or staircase or any passages

therein which may be against any Rules, Regulations or Bye-laws of concerned Government or local or other authority and the Purchaser shall not change or alter or make additions in or to the said Buildings in which the said Flat are situate or any part thereof; (b) Not to store or permit to be stored in the said Flat, any goods or articles which are of hazardous, combustible or dangerous nature (save and except the goods or articles which are used for the commercial purpose) or are so heavy as to damage the construction or structure of the said Buildings in which the said Flat are situate or storing of which goods or articles is objected to by the concerned Government, local or other authority and the Purchaser shall not keep any article in the common passages, lifts, staircases, landings, entrance lobbies, terraces or any other common areas on the said Land and the said Buildings thereon and the Purchaser shall not display or permit display any sign boards, hoardings or advertisements on the exterior of the said Flat or in the common areas on the said Land and the said Buildings thereon and the Purchaser shall not carry or cause to be carried to upper floors any heavy packages which may damage or are likely to damage the lift, staircases, common passages or structure of the said Buildings in which the said Flat are situate, including entrance of the said Buildings in which the said Flat are situate; (c) To carry out at their own costs all internal repairs to the said Flat and maintain the said Flat in good condition and the Purchaser shall not do or suffer to be done anything in or to the said Buildings in which the said Flat are situated or in the said Flat which may be against the Rules and Regulations and Bye-laws of the concerned local authority or public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority; (d) Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, external facade and outside colour scheme of the said Buildings in which the said Flat is situate and the Purchaser shall not fix grills or projections on the exterior of the said Flat and the Purchaser shall not decorate or alter the exterior of the said Flat; (e) To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Buildings in which the said Flat are situate and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Flat without the prior written permission of the Developer and/or of the Society which consent shall not be unreasonably withheld; (f) Not to enclose the passages/leveling, if any, forming part of the said Flat; (g) The Flat Purchaser/s shall not use the area of flower bed for any purpose except for the purpose of keeping planters/flower bed

failing which the Purchaser/s shall be liable to pay Rs.10,000/- (Rupees Ten Thousand Only) per day till such time he/she/they continue/s to use the said area of flower bed for any other purpose. (h) Not to use the said Flat as guest house; (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Larger Land (including the said Land) and the said Buildings in which the said Flat are situate; (j) To bear and pay increases in local taxes, water charges, and such other levies, if any, which are imposed by the concerned Municipal and other local authorities and/or Government and/or other public authorities in respect of the said Flat; (k) All taxes, dues, cess, outgoings due and payable in respect of the said Land or the Larger Land, as the case may be, and the said Buildings, in proportion to the carpet area of the said Flat and in the manner as set out hereinabove shall be borne and payable by the Purchaser; (l) The Purchaser shall on demand, deposit with the Developer his/her/their proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the Developer to the local authority or body concerned and/or any other concerned authority; (m) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Buildings and the said Flat therein and for observance and performance of the Building Rules, Regulations and Bye-laws for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the said Buildings on the said Land and the Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings in accordance with the terms of this Agreement; (n) The Purchaser shall also sign and execute such forms and applications as may be required or called upon by the Developer to form a cooperative housing society under the provisions of the Maharashtra Cooperative Societies Act, 1960 as stated herein and/or admit and enroll the Purchaser as the member of the Society as may be formed with respect to the said Building(s) constructed on the said Land; (o) The Purchaser shall not sell the said Flat or any portions thereof to any one whomsoever, without the permission in writing of the Owner and until all the amounts payable towards the said Consideration and/or otherwise under and/or pursuant to this Agreement are fully paid by the Purchaser to the Developer and the Purchaser is not guilty of any breach or default of any of the terms and conditions set out herein. (p) The Purchaser shall permit the Developer, the Owner and their Architects, surveyors and agents with or without workmen and others upon the reasonable notice given by the Developer or the Owner to the Purchaser, to enter upon the said Flat and the said Land and the said Buildings or any

part thereof only for the purpose to view and examine the state and condition thereof and execute any works required therein; (q) The Purchaser/s hereby agrees and declares that he/she/itself/ themselves shall submit full-fledge drawings with all specifications before starting interior work of the said Flat and approval/NOC shall be obtained from the Owner. The Purchaser/s shall deposit Rs.1,00,000/- (Rupees One Lac Only) as interest free fit-out deposit for carrying out interior work in the said Flat, etc. and to ensure that there is no damage to the said Flat or the said Building in any manner whatsoever. The said deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Owner's NOC by the Purchaser. (r) The Purchaser is aware and acknowledges that the Developer is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Developers' Premises comprised in the said Building and buildings to be constructed by the Developer on the said Land and the Purchaser undertakes that he/she/they shall not be entitled to raise any objection with respect to the same. (s) The Purchaser is aware and acknowledges that the Owner is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Owners' Premises comprised in the said Building and buildings to be constructed by the Developer on the said Land and the Purchaser undertakes that he/she/they shall not be entitled to raise any objection with respect to the same.

28. The Purchaser hereby declares and confirms that he/she/itself/ themselves shall be obtain loan by mortgaging its rights in the said Flat only after the Purchaser has obtained a no objection certificate/permission from the Owner and/or the Society as the case may be.

29. In the event of any Bank/financial Institution sanctioning loan by way of mortgage/as a co-lateral or as any such security, the Bank/ Financial Institution shall do so at their own risk and costs, and the Developer and/or the Owner shall not be liable and/or responsible for the same in any manner.

30. The Bank/Financial Institution shall not make any claim against the said Flat which is mortgaged or held as a collateral or as any such security, until and unless all monies payable to the Owner and the Developer by the Purchaser under and/or pursuant to this Agreement, has been duly received in full by the Owner and the Developer, as the case may be.

31. For any amount remaining unpaid by the Purchaser under this Agreement, the Owner and the Developer, to the extent of any amount payable to the Developer under the Development Agreement read with Supplemental Development Agreement and/or hereunder, shall have first lien and charge on the said Flat agreed to be allotted to the Purchaser.

32. Until the said FSI is fully utilized by the Developer as well the Entire Development Potential of the Larger Land is utilised by the Owner; and the Developer and the Owner have respectively received the total sale proceeds and other dues in respect of all the Flats and buildings constructed in pursuance thereof, the Owner shall be entitled to the Entire Development Potential and or its nominees or assigns for development and construction and the Owner shall be entitled to use and consume such Entire Development Potential or part thereof either on the Larger Land (by itself) or on the said Land (jointly with the Developer) and the Purchaser shall not have not claim any rights, benefits or interest whatsoever, in respect thereof.

33. Formation of the Society and Other Societies:

i. The Developer/Owner shall form separate societies for each of the buildings of the respective Real Estate Projects. Upon 51% of the total number of units/premises/flats of each of the buildings being booked by the purchasers, the Developer/Owners shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser/s and other purchasers of units/premises/flats in the respective building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

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

iii. For this purpose, the Purchaser/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including bye-laws of the Society and shall duly fill in, sign and return to the Developer within 7 (seven) days of the same being made available to the Purchaser/s, so as to enable the Developer/Owner to register the Society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

iv. The name of the Society shall be solely decided by the Developer/Owner and cannot be changed or altered in future.

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

vi. The Developer/Owner shall be entitled, but not obliged to, join as a member of the Society in respect of unsold flats in the Real Estate Project, if any.

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

viii. Upon 51% of the purchasers of the flats/units in the other real estate projects to be developed on the said Larger Property having booked their respective flats/units, the Developer/Owners shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the purchasers of flats/units in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (**"Other Societies"**). The Developers/Owners shall similarly undertake the necessary steps for formation of the Other Societies in which the purchasers of the flats/premises/units comprised in the other real estate projects shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

ix. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of

(a) any documents, instruments, papers and writings,

(b) professional fees charged by the Advocates & Solicitors engaged by the Developer/Owners for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Purchaser/s, as the case may be, and the Developer/Owners shall not be liable toward the same.

34. Formation of the Apex Body:

(i) Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project in the Layout of the Larger Land, the Developer/Owner shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder **("Apex Body")**.

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

(a) any documents, instruments, papers and writings,

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

35. Conveyance of Sub-Plot Land A to the Society of Sub Plot Land A, conveyance of Sub-Plot Land F to the Society of Sub Plot Land F and Other Societies:

(i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Real Estate Project shall be conveyed to the Society vide a registered Indenture of Conveyance of the Structure/said Building, provided however that the basements, podium and stilts shall be retained by the Owner and/or the Developer and shall not be conveyed to the Society **("Society Conveyance")**. The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Owner and/or the Developer shall not be responsible for the same.

(ii) The Owner and/or the Developer shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

36. Conveyance of the Larger Land of Sub-Plot Land A to the Apex Body of Sub Plot Land A and of Sub-Plot Land F to the Apex Body of Sub Plot Land F:

(i) Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project in the Layout of the Larger Land, the Owner and Apex Body shall execute and register an Indenture of Conveyance whereby the Owner shall convey all its right, title and interest in the land comprised in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body **("Apex Body Conveyance")**.

(ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Owner shall not be responsible for the same.

37. The Society shall function as per the rules and regulations framed by the Developer and the Owner. The title document and constitution documents of the Society shall record that all the development potential of the said Land including that the Entire Development Potential to arise in any manner whatsoever shall always stand vested in the Owner and the Owner shall always be entitled to utilize and exploit the same or any part thereof either on the Larger Land excluding the said Land (by itself and/or by way of joint-development and/or in the manner as the Owner deems fit and proper) or on the said Land (jointly with the Developer) and/or upon the buildings constructed thereupon in such manner as it deems fit before or post execution of the transfer documents.

38. The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Society on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings standing on the said Land and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Flat and shall pay outgoings in accordance with the terms of this Agreement.

39. The rights of the Purchaser shall be confined only to the said Flat. The conferment of right in respect of the said Land and the said Building or building(s) in favour of the Society shall take place only on the execution of the transfer documents in its favour as aforesaid.

40. It is hereby agreed that even after the Society for the said Buildings has been formed and the transfer documents are executed in favour of the Society, the Developer shall have full right and authority to use the said FSI and the Owner shall have full right and authority to use the Entire Development Potential in the manner as stated herein and the Purchaser and /or the Society to be formed and registered shall have no right of any nature whatsoever in respect thereof.

41. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said Land and/or various premises/buildings to be constructed thereon, the same shall be reimbursed by the Purchaser to the Developer in the proportion of the area of the said Flat to the total area of all the premises in the said Land.

42. The Purchaser herby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said Buildings or any other purpose in respect of the said Buildings or any other tax or payment of a similar nature is paid to the TMC or any other authority or becoming payable by the Owner, the same shall be reimbursed by the Purchaser to the Developer proportionately with respect to the said Flat and in determining such amount, the decision of the Owner shall be conclusive and binding upon the Purchaser.

43. It is agreed between the parties that, if the Purchaser intends to visit the under construction project then it shall make a written request to the Developer for a site visit and the Developer 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 Developer accompanied by site staff of the Developer 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 Developer and/or the Owner 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 howsoever, during the site visit.

44. After the possession of the said Flat is offered to the Purchaser, if any additions or alterations in or about or relating to the said Buildings are required to be carried out at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Purchaser at his/her/their own costs and the Owner shall not be in any manner liable or responsible for the same.

45. The Purchaser shall duly observe the terms and conditions of this Agreement. Without prejudice to the generality of the foregoing, the Purchaser shall make payment of all amounts required to be paid hereunder and/or pursuant hereto on the date the same are due and/or payable (time being the essence of the contract).

46. Without prejudice to the rights of the Owner to receive Interest Rate on all delayed payments as setout in this Agreement, other rights and remedies available to the Owner i.e. either (a) on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser/s committing three defaults of payment of instalments of the Consideration, the Owner shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser/s. Provided that, the Owner shall give notice of 15 (fifteen) days in writing to the Purchaser/s ("Default Notice") by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Owner shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s ("Owner Termination Notice") by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On receipt of the Owner Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled and the consequences hereinafter set out shall follow:-

(a) the Purchaser/s shall cease to have any right, benefits or interest under these presents and/or in the said Flat and the said Car Parking Space/s or any part thereof;

(b) the Owner shall be entitled to allot/sale the said Flat/Owner's Premises at such price and also allot the car parking space/s on the terms and conditions to such other person or party as the Owner may in its sole and absolute discretion deem fit;

(c) 10% of the Sale Consideration alongwith applicable Service Tax thereon, out of the sale consideration of the said Flat (which is to stand forfeited by the Owner) ("Liquidated Damages") as pre-estimated liquidated damages to be paid by the Purchaser/s to the Owner;

(d) Service tax, VAT, brokerage and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement.

(e) The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;

(f) The amount of interest payable by the Purchaser/s to the Owner in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

(g) In the event of the sale consideration of the New Prospective Purchaser/s being less than the consideration mentioned herein, the amount of such deficit.

(h) The Owner shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Owner shall not be liable to pay to the Purchaser any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees, etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her//their claim under this Agreement and/or in or to the said Flat.

(i) The Purchaser agree/s that receipt of the said refund by cheque from the Owner by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accept/s or encashes the cheque or not, will amount to the said mutually agreed refund.

47. It is hereby agreed between the Developer and the Purchaser that at the time of hand-over of management in favour of the Society, the Purchaser and/or the Society shall reimburse to the Developer any refundable deposits paid by the Developer in respect of the said Buildings and the infrastructure for the said Buildings;

48. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Purchaser as a grant, demise or assignment in law of the building or any part/s thereof and/or of the said Land or any part thereof. The Purchaser shall have no claim in respect of all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer. All development rights with respect to the same shall remain with the Developer.

49. The Developer and the Owner have informed the Purchaser that they are currently negotiating with respect to the grant of development rights in favour of the Developer by using further FSI/ TDR (over and above what has been granted under the Development Agreement and the Supplemental Development Agreement) to be constructed on the Buildings / structures which are presently proposed to be constructed as per the plans which have been shown to the Purchaser, and the Purchaser has granted its unequivocal consent for such further development on the said Land and also on the said Buildings without raising any claim demand or objection of any nature whatsoever and hereby permit the Developer and the Owner to carry out such additions to the said Buildings as per the agreement/s to be mutually entered into between the Developer and the Owner hereafter. Until and even after execution of the title document and registration of the Society as herein mentioned, the Developer shall have full right to make additions to the said Buildings and such additions (additional construction) shall be the property of the Developer and the Owner in the manner set out in the Development Agreement and/or supplemental writings executed between the Developer and the Owner in that regard from time to time. The Developer, or as the case may be, the Owner, shall be entitled to dispose off such additional constructed area (including additional floors) in in accordance therewith. The Purchaser hereby gives his irrevocable consent to the Developer for carrying out the construction of additional floors/areas on the said Buildings or the additional structure on the said Land or any part thereof as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities from time to time.

50. (a) It is understood and agreed by and between the parties hereto that the terrace space/s in front of or adjacent to the flat/s in the said Buildings in which the said Flat is situated, if any, shall not belong to the respective purchaser/s of such flat/s and such terrace space/s shall exclusively belong to the Developer. The said terrace/s shall not be used/occupied/enclosed by such flat purchaser/s till the permission in writing is obtained from the concerned local authority and the Developer or the Society, as the case may be. Provided, however that the open spaces in the building compound, terrace on the top floor, etc. of the said buildings, shall belong

exclusively to the Developer and they alone shall have right to allot, use or create third party rights with regard to such spaces.

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

51. It is further expressly clarified, agreed and understood by and between the parties hereto that notwithstanding what is contained herein to the contrary the common terraces above the topmost floors of the said buildings, shall always absolutely and exclusively belong to the Developer and the Developer shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said buildings. The Developer shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser, or the said Society, and neither the Purchaser nor the said Society shall at any time raise any dispute or objection in this regard. Use of the said common terraces may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Developer shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Developer deems fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Developer shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Developer and the Purchaser and/or the said Society shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser will permit the authorized representative/s deputed by the Developer/said Society to go to the said common terraces to install, check up and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favor of the Developer shall be covenants running with

the land and shall form part of the conveyance/lease when executed in favour of the said Society.

52. The Developer hereby represents to the Purchaser that the Developer shall install CCTV System in the refuge area and on the extension of the said Buildings towards road side. The said system shall be maintained by the Developer during course of construction and the same shall be maintained by the Society after handing over management and affairs of the said Buildings to the Society. The Purchaser hereby agrees and confirm that he/she/they shall not raise any objection and/or dispute for the same.

53. It is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said Flat, the Owner shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, in respect of the said Land or any part thereof under the Development Agreement and the Supplemental Development Agreement. The Developer shall also be free to construct sub-station for electricity supply, office for the Society, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Purchaser shall not interfere with the rights of the Developer by raising any disputes in the Court of Law under Section 7 of Maharashtra Ownership Flats Act, 1963 and/or any other provisions of any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Land.

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

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

56. The Purchaser hereby agrees regularly every month on or before the 5th day of every month beginning from the month following the month in which the Owner offers to give possession of the said Flat to the Purchaser, to pay to the Developer until the complete administrative

control of the said Land with the said Buildings thereon is regained by the Society, such proportionate share as may be determined by the Developer and the Owner or such Society of all other outgoings and expenses, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Buildings on the said Land and common lights, common sanitary and other utility services, garden and other services and amenities on the said Land and/or the Larger Land as the case may be and in the said Buildings thereon including remuneration, salaries and wages to watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof, and the Purchaser shall not withhold payment of the aforesaid outgoings and expenses demanded from the Purchaser under this clause on any ground whatsoever.

57. The Purchaser agrees and undertakes to use the said Flat for residential purposes only and the said covenant shall be binding on any future transferee/s of the said Flat;

58. The stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser;

59. During the course of construction, the Purchaser may request the Owner to provide extra and/or better amenities and specification in the said Flat provided the same do not involve any structural changes and are permitted by the Thane Municipal Corporation and for such superior and/or extra amenities and specifications, such extra cost and consideration as may be approved by the Owner is paid by the Purchaser to the Owner in advance. However, the Owner shall be at liberty to refuse to change amenities and/or specifications and to refuse to carry out any alterations in the said Flat;

60. This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein;

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

**M/s. Money Magnum Constructions**
Godrej Coliseum A Wing 1301,
Behind Everard Nagar, Off. Eastern Express Highway,
Sion (E) – 400 022

Notified Email ID: **service@terraformrealty.com**

**M/s. Vijay Associates (Wadhwa)**
Plot C-59, Platina, 3rd Floor, Bandra Kurla Complex,
Bandra, Mumbai – 400051.
Notified Email ID: **wadhwacares@thewadhwagroup.com**

_____ _____ _____ _____
_____ _____ _____ _____
_____ _____ _____ _____
Notified Email ID: _____

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

All Letters, Circulars, Receipts and/or Notices that will be served on the Purchaser/s / Allottee/s shall be deemed to be valid Documents only if issued on the Letterhead of the Owner/Promoter and signed by either of the following two representatives of the Owner/Promoter or one the Partners of the Owner/Promoter:

| SN | Name of Representative | Specimen Signature |
|---|---|---|
| 1 | Mr. Mukesh Gupta | |
| 2 | Mr. Uday Mota | |

Letters, Circulars, Receipts and/or Notices signed by any other personnel shall not be considered valid Official Documents issued by the Owner/Promoter.

62. It is agreed that the information, specifications, amenities, layout, pictures, etc. shown / contained in brochure shown to Purchaser/s, if any, are indicative only. The Owner shall not be liable, responsible, obligated and/or required to provide any or all such amenities, specifications, etc. as contained in brochure. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Owner shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on brochure, etc.

63. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Maharashtra Ownership Flats Act, 1963 and the Registration Act and intimate to the Developer the Serial Number which under this Agreement is lodged for registration and thereupon Owner and the Developer shall remain present to admit execution thereof before the Sub-Registrar.

64. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act (Mah. Act No.XLV of 1963) and the Rules made thereunder and Real Estate (Regulation and Development) Act, 2016;

65. The Permanent Account No. of the Owner is **AACFN9126C** and the Permanent Account No. of the Purchaser _____ _____ _____ _____.

66. This Agreement constitutes the whole agreement and understanding between the Purchaser on the one hand and the Developer and/or the Owner on the other hand, relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

67. Nothing contained herein shall, in any manner, supersede, amend and/or modify the terms and conditions of the Development Agreement and the Supplemental Development Agreement (including without limitation, the respective rights, entitlements and/or obligations of the Owner and/or the Developer under the Development Agreement and the Supplemental Development Agreement).

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**
**PART A**
**(the First Land)**

All that piece or parcel of land bearing Old Survey No.283A, 283B, Old Survey No. 37A, 38A and New Survey No.37/4, 37/5, 37/7, 37/10, 37/11 and 38/1 admeasuring 60,516 square meters of Village Dhokali (previously bearing Survey No.283A of Village Balkum in Taluka and District Thane, situated at Kolshet Road, Thane and bounded as follows:-

| | | |
|---|---|---|
| On or towards the North | : | Private Property |
| On or towards the South | : | Part Kolshet Road and Part Private Property |
| On or towards the East | : | Kolshet Road |
| On or towards the West | : | Private Property |

**PART B**
**(the Second Land)**

All that piece or parcel of land bearing Old Survey No. 146/1, 146/2 (part), New Survey No.36/1, 36/2A, 36/2B admeasuring 1954 square meters of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane, situated at Kolshet Road, Thane and bounded as follows:-

On or towards the North : Part of First Land

On or towards the South : Part of First Land

On or towards the East : Part of First Land

On or towards the West : Part of First Land

**PART C**
**(the Third Land)**

All that piece or parcel of land bearing Old Survey No.147/2, 163/2, New Survey No.10/2, 27/2A admeasuring 2590 square meters of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane, situated at Kolshet Road, Thane and bounded as follows:

On or towards the North : Part Private Property and Part First Land

On or towards the South : Part Private Property and Part First Land and Part 30 m. DP Road

On or towards the East : Part First Land and Part 40 m. DP Road

On or towards the West : Part First Land and Part Private Property

**THE SECOND SCHEDULE ABOVE REFERRED TO**
**(the said Land)**

All that piece or parcel of land admeasuring 15,241.60 square meters forming part of the lands bearing Survey No.37/10 and 37/11 of Village Dhokali (previously bearing Survey No. 283A of Village Balkum) in Taluka and District Thane and also identified as “Sub-Plot A” (part) (admeasuring 7753.09 square meters) and “Sub-Plot F” (admeasuring 7488.51 square meters) in the Layout Approvals, and situated at Kolshet Road, Thane and forming part of the First Land and also forming part of the Larger Land as well as the said Layout and bounded as follows:-

On or towards the North : Part Private Property and Part 30 m DP Road

On or towards the South : Part First Land and Part Kolshet Road

On or towards the East : Part First Land and Part Kolshet Road

On or towards the West : Part Private Property and Part 30 m DP Road

## THE THIRD SCHEDULE ABOVE REFERRED TO

Flat No. _____ admeasuring _____ Sq. Ft. carpet area (i.e. _____ square meters) on the _____———— floor of Wing ”B” of the building known as **“Elite Platina 20”** standing on the said Land alongwith exclusive amenity attached to the Flat being **One** car parking space/s in the said Building.

The Carpet Area of the said Flat as defined under the provisions of RERA, is _____ square meters as calculated as per Circular Number 4/2017 bearing Ref. No. MahaRera/Secy/FileNo.27/84/2017 dated 04.06.2017 issued by the Maharashtra Real Estate Regulatory Authority. However the Actual Carpet Areas are as under:-

The Actual Carpet Areas are as under:-

Net Usable Floor Area : ____ Sq. Mtrs.,

Balcony 1 / 2 / 3 (to be enclosed) Area: ____ **/** ____ **/** ____ Sq. Mtrs.,

Elevation Treatment Area : ____ Sq. Mtrs.,

"Carpet Area" means the Net Usable Floor Area of the said Flat.

**SIGNED AND DELIVERED** )
by the within named the **Owner** )
**M/s. Money Magnum Constructions** ) ***M/s. Money Magnum Constructions***
by the hand of its authorized partner )
)
**Mr. Nainesh K. Shah** )
) ***Partner***
in the presence of the ) Left Hand Thumb Impression
following witnesses… )
(i) Signature: )
**Name:** )
Address: )
)
(ii) Signature: )
**Name:** )
Address: )
)

Photo

**SIGNED AND DELIVERED** )
by the within named **Developer** )
**M/s. Vijay Associates (Wadhwa)** )
by the hand of its authorised partner )
thru his Constituted Attorney )
)
**Mr. Nainesh K. Shah** )
pursuant to authority letter dated )
)
in the presence of the )
following witnesses… )
i. Signature: )
**Name:** )
Address: )
)
ii. Signature: )
**Name:** )
Address: )
)

Photo

Left Hand Thumb Impression

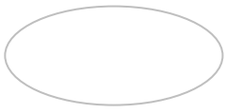
**SIGNED AND DELIVERED** )
by the within named **Purchaser** )
)
)
)
_____ )
)
)
in the presence of the )
following witnesses… )
i. Signature: )
**Name:** )
Address: )
)
ii. Signature: )
**Name:** )
Address: )
)

Photo

Left Hand Thumb Impression

**SIGNED AND DELIVERED** )
by the within named **Purchaser** )
)
)
_____ )
)
)
in the presence of the )
following witnesses… )
i. Signature: )
**Name:** )
Address: )
)
ii. Signature: )
**Name:** )
Address: )
)

Photo



Left Hand Thumb Impression

**R E C E I P T**

RECEIVED from _____ _____ _____ _____ _____ _____ _____ a sum of **Rs.**_____**/-** (_____) details as follow:-

| Cheque Date | Cheque No. | Drawn on Bank | Cheque Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | **Rs.**_____**/-** |

Witness: For **M/s. Money Magnum Constructions**

1.

2. Authorised signatory / Partner