DOSTI
FRIENDS FOR LIFE

DOSTI ENTERPRISES

DEVIATION REPORT WITH REGARD TO THE AGREEMENT FOR SALE

TO WHOMSOEVER IT MAY CONCERN

We, are the Promoters of **"DOSTI WEST COUNTY – PHASE 7 – DOSTI WILLOW"** Project, lying, being and situated on all that pieces or parcels of land admeasuring 2609.5 square meters or thereabouts, bearing Survey Nos. 49/8/A(pt), 49/6(pt), 49/7/A(pt), 49/4(pt), 49/3(pt), 50/3/A/1(pt) and 17/14(pt) at Village Balkum, Taluka Thane, District Thane (hereinafter referred to as **"the Project"**).

We do hereby declare that the material deviation in clauses of the Agreement for Sale to be entered into between the purchaser/s of the premises in the Project and us from that of the model draft Agreement for sale, as approved by the MahaRERA Authority, is highlighted in **Yellow Colour** in the specimen draft Agreement for Sale, which is annexed hereto and marked as **Annexure "A".**

Declared at Mumbai
This 14th day of March, 2024.

For M/s. Dosti Enterprises

DOSTI ENTERPRISES MUMBAI 400 001. FORT

Authorized Signatory

Regd. Office: Lawrence & Mayo House, 1st Floor, 276, Dr. D. N. Road, Fort, Mumbai - 400 001.
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AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** made at Thane on this ___ day of _____, 202___.

BETWEEN

M/S. DOSTI ENTERPRISES, a partnership firm duly incorporated and registered under the provisions of Indian Partnership Act, 1932 and having its registered office at Lawrence and Mayo House, 01st Floor, 276, Dr. D.N. Road, Fort, Mumbai - 400 001, hereinafter referred to as **"the Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partner or Partners for the time being of the said Firm, the Survivors or Survivor and the legal heirs, executors, administrators of the last Survivor and their assigns) of the **ONE PART**.

AND

_____ [of _____, _____ inhabitant/s, having Aadhaar No._____] / [a _____ registered under the provisions of the _____ with No._____] and [residing at _____] / [having its [principal place of business]/[registered office] at _____], hereinafter referred to as **"the Purchaser"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns, and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor, and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators of such last surviving member of the HUF, and their permitted assigns, and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and their permitted assigns and in case of a body corporate/company/LLP, its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

The Larger Land:

A. The Promoter, by virtue of diverse registered sale deeds and development agreements, are seized and possessed of and are legally empowered and fully entitled to develop all that piece and parcel of land admeasuring 73,000 sq. mtrs., or thereabouts, lying, being and situated at Village Balkum, Taluka and District Thane (and more particularly described in the **First Schedule** hereunder written and shown on the Plan annexed and marked hereto as **Annexure-1** and thereon shown surrounded by **Black Colour** boundary line and hereinafter collectively referred to as **"the Larger Land"**), for the consideration and on terms and conditions mentioned therein.

Development under Rental Housing Scheme of Mumbai Metropolitan Regional Development Authority:

B. In order to develop the Larger Land by exploiting its optimum development potential, the Promoter has made an application to Mumbai Metropolitan Regional Development Authority (**"MMRDA"**) seeking its approval for development of the Larger Land under MMRDA's Rental Housing Scheme and pursuant to the said application of the Promoter, MMRDA granted location clearance and layout approval bearing No. MMRDA/RHD/RHS-50/17/64 dated 03rd April, 2017 in respect of the Larger Land to the Promoter for development of the Larger Land under MMRDA Rental Housing Scheme;

C. In terms of and pursuant to the above recited location clearance and layout approval granted by MMRDA for development of the Larger Land, the Promoter, under Rental

Housing Scheme of MMRDA, is required to convey a minimum of 25% of the Larger Land (i.e. **18,250 sq. mtrs.**) in favour of MMRDA as freehold land without any encumbrances along with rental houses with FSI One of the Larger Land and retain the balance portion i.e. 75% of Larger Land (i.e. **54,750 sq. mtrs.** approx.) as freehold land for development of Free Sale Component thereon by utilizing FSI Three of the Larger Land, in conformity with the applicable Development Control Regulations and Government approvals;

Layout Approval

D. The Promoter has got the plans, sections and other details for development of the Larger Land, duly approved and sanctioned from the Thane Municipal Corporation **("TMC")**, vide Sanction of Development / Amended Permission and Commencement Certificate **("CC")** bearing V.P. No. S05/0006/08/TMC/TDD/4472/23 on 26/09/2023, on the terms and conditions set out therein, and the Promoter shall obtain the balance approvals from various authorities from time to time.

E. In view of the aforesaid sanctioned plans and commencement certificate granted by Thane Municipal Corporation ("**TMC**"), the Promoter is entitled to develop and construct:

(i) **Rental Component**:
Rental Housing Component on plot of land admeasuring **18,250 sq. mtrs.**, being 25% of the Larger Land and more particularly described in the **Part-1** of the **Second Schedule** hereunder written and shown by **blue colour** wash on the plan annexed as **Annexure-1** hereto (hereinafter referred to as **"the said Rental Plot"**).

(ii) **Sale Component:**
Sale Component on balance portion admeasuring **54,750 sq. mtrs.** (approx.) being 75% of the Larger Land and more particularly described in the **Part-2** of the **Second Schedule** hereunder written and shown by **green colour** wash on the plan annexed as **Annexure-1** hereto (hereinafter referred to as **"the Sale Plot / the Layout Land"**).

Construction of Rental Housing Component:

F. As per the amended sanctioned plans and commencement certificate granted by TMC, the Promoter is constructing Rental Housing Component on the said Rental Plot which comprises of 2 (two) Buildings being (i) Building No.1 having built up area of 34,476.86 sq. mtrs., consisting of Ground/stilt + 1st to 23rd(pt) upper floors and containing in aggregate 999 tenements, (ii) Building No.2 having built-up area of 38,518.22 sq.mtrs., consisting of Ground/Stilt + 1st to 23rd upper floors and containing in aggregate 1,110 tenements, (iii) 38 shops, (iv) 12 Balwadis, (v) 12 Welfare centres/halls and (vi) 6 Manager office tenements.

As per the approvals granted by MMRDA and conditions stipulated therein, the Promoters are required to cause sub-division of the said Rental Plot from the Larger Land so as to make it feasible for conveyance of the same in favour of MMRDA;

Phase-wise development of the Layout Land:

G. The Promoter is developing the Layout Land in a phase-wise manner as mentioned hereunder:

First Phase

(i) In the First Phase, the Promoter has developed a project called **"Dosti West County – Dosti Oak"**, on the portion of the Layout Land admeasuring 1854.02 sq. mtrs, consisting of 1 (one) building comprising of 4 (four) wings viz. Wing A, B, C and D (i.e. Building No.16, 15, 14 and 13 respectively as per municipal sanctioned plan issued by TMC).

Second Phase

(ii) In the Second Phase, the Promoter has developed a project called **"Dosti West County – Phase 2 - Dosti Cedar"**, on the portion of the Layout Land admeasuring 18,413 sq. mtrs, consisting of 1 (one) building comprising of 2 (two) wings viz. Wing A and B (i.e. Building No.6 and 5 respectively as per municipal sanctioned plan issued by TMC).

Third Phase

(iii) In the Third Phase, the Promoter is developing a project called **"Dosti West County – Phase 3 - Dosti Westwood"**, on the portion of the Layout Land admeasuring 1549.65 sq. mtrs, consisting of 3 (Three) Units, viz; (i) Restaurant and Kitchen, (ii) Banquet and Audio Visual Room, (iii) 10 Guest Rooms, to be constructed in and being part or portion of the Ground Floor and Common Podium of the Building No.1 and 2, as per municipal sanctioned plan.

Fourth Phase

(iv) In the Fourth Phase, the Promoter is developing a project called **"Dosti West County – Phase 4 - Dosti Pine"**, on the portion of the Layout Land admeasuring 2940 sq. mtrs, consisting of 1 (one) building comprising of 5 (five) wings viz. Wing A, B, C, D and E (i.e. Building No.19, 18, 17, 7 and 8, respectively, as per municipal sanctioned plan issued by TMC).

Fifth Phase

(v) In the Fifth Phase, the Promoter is developing a project called **"Dosti West County – Phase 5 - Dosti Olive – Wing B"**, on portion of the Layout Land admeasuring 674.17 sq. mtrs, consisting of 1 (one) building being **Wing B** of the building called **Dosti Olive** (i.e. Building No.10 as per sanctioned plan issued by TMC).

Sixth Phase

(vi) In the Sixth Phase, the Promoter is developing a project called **"Dosti West County – Phase 6 - Dosti Maple"**, on portion of the Layout Land admeasuring 1661.57 sq. mtrs, consisting of 1 (one) building comprising of 2 (two) wings viz. **Wing A** and **Wing B** (i.e. Building No.4 and 3 respectively as per municipal sanctioned plan issued by TMC).

(vii) Seventh Phase

In the Seventh Phase, the Promoter is developing a project called **"Dosti West County – Phase 7 - Dosti Willow"**, on portion of the Layout Land admeasuring **2609.50 sq. mtrs** and more particularly described in the **Third Schedule** hereunder written (and shown in **red colour** boundary line on the Plan of the Layout Land annexed hereto and marked as **Annexure-2** and hereinafter referred to as **"the Land"**). In the said Project, the Promoter is constructing 1 (one) building called **"Dosti Willow"** comprising of 2 (two) Wings (excluding the Dosti West County – Phase 3 - Dosti Westwood project) viz. **Wing A** (i.e. Building No. 1 as per the sanctioned plan issued by TMC) consisting of one number of basement, part ground floor, part common Podium, Stilt (at Podium level) and 1st to 32nd upper floors, and **Wing B** (i.e. Building No. 2 as per the sanctioned plan issued by TMC) consisting of one number of basement, part ground floor, part common Podium, Stilt (at Podium level) and 1st to 32nd upper floors, to be constructed on the Land by utilizing FSI of [*] sq.mtrs., or thereabouts (and shown in **blue colour** wash on the Plan of the Layout Land annexed hereto and marked as **Annexure-2**and hereinafter referred to as **"the Building" or "the Project"**)

H. Balance Development:

In the next phase or phases of development of the Layout Land, the Promoter shall construct additional Premises and/or additional floors and/or additional Wings and/or

additional building/s on the Layout Land, as per the sanction obtained/to be obtained for the same.

I. The Promoter has appointed Archetype Consultants (I) Pvt. Ltd. as their design Architects, 10FOLDS Architects & Consultants as their Municipal Architect and JW Consultants LLP as Structural Engineer for the preparation of the structural designs and drawings of the Building. The Promoter has a right to terminate their services and also to appoint another professional in place of them. The Promoter will continue to take the professional supervision of the architect and the structural engineers till the completion of the Project and the Purchaser accept/s the professional supervision of the architect and structural engineer till completion of the Project;

J. While sanctioning the plans, the MMRDA and TMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the Land and upon due observance and performance of which only the Occupation Certificate *inter alia* in respect of the Building shall be granted by the TMC in compliance of the conditions laid down by MMRDA to that effect;

Construction of the Project:

K. The Promoter has commenced the construction of the seventh phase of development of the Layout Land i.e. the Project as per the sanctioned plans issued by TMC.

The Premises

L. The Purchaser has approached the Promoter to purchase, on "ownership basis", the residential premises being a flat in the Building of the Project more particularly described in the **Part – 1** of the **Fourth Schedule** hereunder written (and hereinafter referred to as "**the Premises**") for the total consideration as more particularly set out in the **Part – 2** of the **Fourth Schedule** hereunder written (hereinafter referred to as "**the Consideration**") payable in the manner more particularly set out in the **Part – 2** of the **Fourth Schedule** hereunder written, and upon the terms and conditions agreed between the Purchaser and the Promoter as recorded herein;

M. The Promoter has, prior to the execution of this Agreement, duly disclosed to the Purchaser, and the Purchaser confirms that the Purchaser is aware that:

(i) The Larger Land is being developed under the under Rental Housing Scheme of MMRDA;

(ii) The Promoter is constructing Rental Housing Component on the said Rental Plot admeasuring 18,250 sq. mtrs of the Larger Land. The Rental Plot alongwith with the Rental Component thereon shall NOT form part of the layout to be conveyed to the Apex Body but shall be sub-divided from the Larger Land and will be conveyed to MMRDA;

(iii) The Layout Land will be developed in nine or more phases as decided by the Promoter from time to time in its discretion. The description of the phases of the development of the Layout Land as recited above is tentative/indicative, and the Promoter shall be entitled to vary and/or amend the same from time to time in accordance with the provisions of the applicable law. It is also clarified that the Promoter shall be entitled to take up the development of the phases contemporaneously and/or successively, and in such order as the Promoter may deem expedient, and the Purchaser shall not, nor shall the Purchaser be entitled to object to the same under any circumstances (including without limitation on the grounds of inconvenience, nuisance and security);

(iv) The Promoter is entitled to make provision for changes in layout of R.G., and utilize the entire FSI available on the entire Layout Land till the building completion certificate is issued in respect of last building to be constructed on the Layout Land;

(v) The Promoter shall be entitled to relocate any reservations within the Layout Land, subject to obtaining the approval from the concerned authorities. The Purchaser hereby accords consent for the said relocation as contemplated in this Agreement, and as per the disclosures made by the Promoter and shall not raise any objections of whatsoever nature so long as the area of the Premises is not adversely affected;

(vi) The Promoter has provided various amenities inter alia in respect of the Building which are sanctioned as well as proposed. It is clarified that these amenities are not exclusive for the Building but shall be common and shared across all phases (current and proposed) to be constructed on the Layout Land;

(vii) The Promoter has proposed two Club Houses namely i) Dosti Club Oak and ii) Dosti Club County and several other outdoor amenities in the Layout Land, which are proposed to be completed in different phases. With regard to the said two Club Houses, the right of admission to the said Club Houses shall always be reserved with the Promoter and the Promoter may at their sole discretion but subject to payment of membership fees and other charges and compliance of terms and conditions as may be imposed by the Promoter from time to time, including timely payment of monthly outgoings and maintenance charges allow the use and enjoyment of one or both the Club Houses to the purchasers/allotees/occupants of the premises in all or any of phases in the Layout Land including outsiders who are not the purchasers/allotees/ occupants of any premises in the Layout Land and the Purchaser, Society and the Apex Body shall not, nor shall they be entitled to, object to the same in any manner and under any circumstances whatsoever;

(viii) The scheme and scale of the development proposed to be carried out by the Promoter in the Layout Land will be in accordance with sanctioned Layout Plan as may be amended from time to time/Proposed Plan/Further Proposed Plan, as the case may be and in terms of the applicable laws for the time being in force and as may be amended from time to time;

(ix) The nature of development of the Layout Land will be phase-wise and would constitute a mixture of users including but not limited to, residential, commercial, shops, hotels, nursing homes or any other users as may be permissible under applicable laws and regulations from time to time;

(x) The litigations pending in courts/forums/ authorities in respect of the Land or any part thereof, if any, are uploaded and updated from time to time on the MahaRERA website;

(xi) The Dosti West County – Phase 3 - Dosti Westwood Project, comprising of 3 (Three) Units, viz; (i) Restaurant and Kitchen, (ii) Banquet and Audio Visual Room, (iii) 10 Guest Rooms, to be constructed in and being part or portion of the Ground Floor and Common Podium of the Building No.1 and 2 as per municipal sanctioned plan, does NOT form part of the Project and the entire area of the Dosti West County – Phase 3 - Dosti Westwood Project is excluded from the Project and the Promoter shall be fully entitled to retain, sell, transfer, assign, convey, assure, lease, create license, encumber or deal with the Dosti West County – Phase 3 - Dosti Westwood Project or any part thereof, as the Promoter may in their sole discretion deem fit and proper and appropriate the proceeds thereof and the Society and/or the Purchaser shall not, nor shall be entitled to, object or dispute the same in any manner and/or under any circumstances whatsoever.

(xii) The Promoter has availed of a credit facility (financial assistance) from Kotak Mahindra Bank Limited (hereinafter referred to as the **"Financier"**) against the mortgage inter alia of the Land and the unsold premises in the Building to be constructed thereon by and under Registered Mortgage Deed dated 12/10/2020, registered before Joint Sub-Registrar Thane 2 at Sr.No.TNN-2/13050/2020 on 12/10/2020 executed with mortgagee Kotak Mahindra

Bank Limited read with Registered Rectification Deed dated 06/11/2020, registered at Office of Joint Sub-Registrar Thane 5 at Sr.No.TNN-5/11285/2020 on 06/11/2020 executed with mortgagee Kotak Mahindra Bank Limited.

N. The Promoter is entitled and enjoined upon to construct the Building on the Land in accordance with the recitals hereinabove;

O. In the circumstances, the Promoter has the sole and exclusive right to sell the Premises in the Building to be constructed by the Promoter on the Land and to enter into agreement/s with the purchasers of such premises therein and to receive and appropriate to itself, the sale consideration in respect thereof;

P. On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the Layout Land, all the sanctions, approvals, NOCs, permissions and all the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**") and the Rules and Regulations made thereunder and the Purchaser is fully satisfied with the title of the Promoter in respect of the Layout Land and the Promoter's right to sell and allot the Premises;

Q. Authenticated copies of (i) the Title Certificate dated 14th March, 2024 issued by Advocate Kiran Badgujar, (ii) the Extracts of 7/12 in respect of the Land, (iii) the IODs and the CC, and (iv) the floor plan in respect of the Premises have been annexed hereto and marked as **Annexures-3, 4, 5, and 6** respectively;

R. The authenticated copy of the plan of the Layout Land as approved by the TMC has been annexed hereto and marked as **Annexure-7**;

S. This Agreement is restricted to the Premises in the Building (as more particularly described in the **Part – 1** of the **Fourth Schedule** hereunder written), which is the subject matter of this Agreement and the Purchaser is not concerned with any other premises or any other Building/structure constructed/under construction/ proposed to be constructed on any other portion of the Layout Land;

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

U. The Premises forms the part of the premises mortgaged by the Promoter in favour of the Financier and the Promoter has obtained the No-Objection Certificate from the Financier for sale of the Premises (as defined below) herein. The said No-Objection Certificate issued by Financier is annexed hereto and marked **Annexure-8**;

V. Prior to the execution of these presents the Purchaser has paid to the Promoter a sum as more particularly described in **Part-2** of the **Fourth Schedule** hereunder written, as and by way of earnest money (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Purchaser shall pay to the Promoter the balance sale consideration in the manner hereinafter appearing;

W. The Promoter has registered the Building as a part of the 'real estate project' under the provisions of the RERA with the Real Estate Regulatory Authority at Mumbai under

No._____, and an authenticated copy of the Registration Certificate is annexed hereto and marked **Annexure-9**;

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

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

1. DEVELOPMENT AND CONSTRUCTION:

1.1 The Promoter, in the Seventh Phase of the development of the Layout Land, is constructing a real estate project called **"Dosti West County – Phase 7 – Dosti Willow"** consisting of 1(one) building called **"Dosti Willow",** comprising of 2 (two) Wings, (excluding the Dosti West County – Phase 3 - Dosti Westwood Project), viz. **Wing A** (i.e. Building No. 1 as per the sanctioned plan issued by TMC) consisting of one number of basement, part ground floor, part common Podium, Stilt (at Podium level) and 1st to 32nd upper floors, and **Wing B** (i.e. Building No. 2 as per the sanctioned plan issued by TMC) consisting of one number of basement, part ground floor, part common Podium, Stilt (at Podium level) and 1st to 32nd upper floors, to be constructed on the Land, in accordance with the plans, designs, specifications presently approved by the TMC and also the Proposed Plans (as defined below) subject to consent of the Purchaser as mentioned in clause 1.4 below, and the Further Proposed Plans (as defined below), which have all been seen and inspected by the Purchaser, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authorities/the Government to be made in them or any of them.

Provided that the Promoter agrees to obtain prior consent in writing of the Purchaser in respect of any variations or modifications that may hereafter be made in the sanctioned plans in respect of the Premises, except any alteration or addition thereto required by any Government authorities or due to change in law.

1.2 The consent referred in the aforesaid proviso shall not be withheld unless the carpet area of the Premises is adversely affected.

1.3 The Promoter has informed the Purchaser and the Purchaser hereby confirms that the Purchaser is aware that as per the present Unified Development Control and Promotion Regulations for Maharashtra State (UDCPR), the Promoter is utilizing FSI of 59799.16 square metres (out of which FSI of 52044.88 square metres is sanctioned and FSI of 7754.28 square metres is proposed but not sanctioned) according to which the Project consists of 1 (one) building called Dosti Willow comprising of 2 (two) wings, (excluding the Dosti West County – Phase 3 - Dosti Westwood Project) viz.:

(i) **"Wing A"** (i.e. Building No.1 as per present sanctioned plan), comprising of one number of basement, part ground floor, part common podium, stilt (at podium level) and 37 upper floors (out of which 32 upper floors are sanctioned at present);

(ii) **"Wing B"** (i.e. Building No.2 as per present sanctioned plan), comprising of one number of basement, part ground floor, part common podium, stilt (at podium level) and 37 upper floors (out of which 32 upper floors are sanctioned at present).

1.4 The Promoter has informed the Purchaser and the Purchaser hereby confirms that the Purchaser is aware that upon sanction of the proposed FSI of 52044.88 square metres or thereabout by all the concerned authorities, the Promoter shall be entitled

to construct five (5) additional floors i.e. 33rd to 37th on Wing A and five (5) additional floors i.e. 33rd to 37th on Wing B of the Building, as per the Plan thereof which have been seen by the Purchaser (hereinafter referred to as "**the Proposed Plan**"), with such changes as are necessary for obtaining approval of the sanctioning authorities, and the Purchaser shall not have, and shall not raise, any objection to the aforesaid and the Purchaser hereby grants consent to and authorizes the Promoter to carry out all necessary acts, deeds, matters and things for and/or in connection with the same. A copy of the Proposed Plan is annexed hereto and marked **Annexure-10.** The Promoter agrees to take the express consent of the Purchaser for the Proposed Plans prior to commencement of construction as per the Proposed Plans.

1.5 The Promoter shall be at liberty and be entitled to amend the lay-out plan (being **Annexure-7** hereto), and the scheme of development of the Layout Land, the building(s) plans, other approvals for, including but not limited to utilising and consuming any FSI/ TDR/ development potential (by whatever name called) that may become available on account of and/or pursuant to, change in the prevailing law and/or Development Control Regulations and/or policy, and/or Rental Housing Scheme of MMRDA and/or Scheme of TDR and/or any other scheme as may be permissible by the concerned authorities for construction on the Layout Land by constructing additional buildings and/or premises on the Layout Land as per the Plans thereof which have been seen and approved by the Purchaser (hereinafter referred to as **"the Further Proposed Plans"**). A copy of the Further Proposed Plan is annexed hereto and marked **Annexure-11.** The Purchaser shall not have, and shall not raise, any objection to the aforesaid and the Purchaser hereby grants consent to and authorizes the Promoter to carry out the amendments, alterations and modifications in the layout plan and to carry out all the necessary acts, deeds, matters and things.

2. TRANSACTION:

2.1 (i) The Purchaser agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser, on 'ownership basis', the residential premises being a Flat in the Building (and more particularly described in **Fourth Schedule** hereunder written and shown on the floor plan thereof hereto annexed and marked **Annexure-6** and hereinafter referred to as "**the Premises**") for the Consideration, being the price more particularly mentioned in the **Fourth Schedule** hereunder written, including Rs. Nil/- for the proportionate price of the common areas and facilities in respect of the Building.

(ii) The Purchaser agrees to purchase and the Promoter agrees to sell to the Purchaser, car-parking space(s) for parking of car/s as more particularly described in the **Fourth Schedule** hereunder written and shown on the floor plan thereof hereto annexed and marked **Annexure-6** and hereinafter referred to as **"the Car-parking Space(s)"**, for the purchase price more particularly specified in the **Fourth Schedule** hereunder written (and forming part of the Consideration) to be held by and for the enjoyment of the Purchaser as appurtenant and incidental to the ownership of the Premises. The Purchaser shall use the Car-parking Space(s), subject to the rules and regulations of the Society (as defined below).

2.2 The Promoter has agreed to sell to the Purchaser the Premises on the basis of carpet area only and the Consideration agreed to be paid by the Purchaser to the Promoter is agreed on the basis of the carpet area of the Premises.

2.3 The expression "carpet area" means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the Premises for

exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises. The carpet area of the Premises is measured on a bare shell basis. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping, and/or tiles/marbles/stones finishing, etc. The area dimensions of toilets, bathrooms and other wet areas shall be measured above the ledge wall of toilets, bathrooms and other wet areas prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping, and/or tiles/marbles/stones finishing, etc.

2.4 The Promoter shall confirm the final carpet area of the Premises after the construction of the Building is complete and the occupation certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within 45 (forty-five) days with interest as provided under RERA, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Purchaser shall pay the additional amount to the Promoter as per the next milestone of the payment schedule as mentioned in **Fourth Schedule**, and in any event before taking possession of the Premises. All these monetary adjustments shall be reckoned/pro-rated with reference to the price and carpet area as mentioned in the **Fourth Schedule**.

2.5 The Consideration has been arrived at/calculated on the basis of the Purchaser having agreed to pay the Consideration in the manner set out in **Part-2** of the **Fourth Schedule** hereunder written and having agreed to comply with the terms and conditions mentioned herein.

3. CONSIDERATION

3.1 The Purchaser shall pay to the Promoter the consideration mentioned in **Part-2** of **Fourth Schedule** hereunder written (hereinafter referred to as "**the Consideration**") in the manner set out in **Fourth Schedule** hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Purchaser shall also pay to the Promoter, the Other Charges (as defined below).

3.2 The Consideration excludes taxes by whatever name called (including without limitation, taxes paid or payable by the Promoter by way of Goods and Services Tax (GST), cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by the Promoter) and/or all other direct/indirect taxes currently applicable or which may become applicable on the transaction as contemplated herein (including on any sum payable by the Purchaser hereunder and/or pursuant hereto) and accordingly, if the same are demanded by the concerned authority then the same (and all increases therein from time to time), shall be borne and paid by the Purchaser alone, in addition to the Consideration and/or otherwise required by the Promoter, and the Purchaser shall indemnify the Promoter in that regard.

3.3 The Consideration is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to any Sanctioning Authorities (as defined below), any competent authority and/or any other increase in charges which may be levied or imposed by any Sanctioning Authorities, competent authority and/or local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs, or levies imposed by any Sanctioning Authorities or any competent

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

3.4 Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of the Consideration, GST and all other amounts and taxes as may be applicable and/or performance of the obligations by the Purchaser, is the essence of this Agreement.

3.5 The Purchaser authorizes the Promoter to adjust/appropriate all payments made by the Purchaser under any head(s) of dues, against lawful outstanding, if any, in the Purchaser's name, (including but not limited to, towards the Purchaser's proportionate share of outgoings), as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object to the same and/or demand/direct the Promoter to adjust/appropriate the Purchaser's payments in any manner.

3.6 The amounts payable by the Purchaser to the Promoter (including the payments of installments more particularly mentioned in the **Part-2** of the **Fourth Schedule** hereunder written) shall be paid by the Purchaser within 7 (seven) days of notice in writing by the Promoter. An intimation from the Promoter to the Purchaser that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed, as the case may be. However, it is agreed that failure to receive notice from the Promoter, requiring such payment shall not be a plea or excuse for non-payment of any amount or amounts on the due dates thereof.

3.7 If the Purchaser fails and/or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or GST and/or any other taxes as applicable, within 7 (seven) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled, without prejudice to the Promoter's other rights and entitlements and/or remedies, to receive and recover from the Purchaser, and the Purchaser shall pay to the Promoter, the defaulted/delayed amount, together with interest thereon as applicable under RERA, for the period commencing from the date of the demand notice issued by the Promoter till the date of receipt thereof, in full, by the Promoter. In addition to the Purchaser's liability to pay interest as mentioned hereinabove the Purchaser shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Purchaser any amount or dues whatsoever payable by the Purchaser under this Agreement and the Purchaser hereby indemnifies the Promoter regarding such expenses. In case of delay/default in making payment of the GST and all other direct/indirect taxes and/or amounts more specifically mentioned herein and/or otherwise as demanded/payable, the Promoter shall be entitled to, without prejudice to any other rights or remedies available with the Promoter, adjust such amounts due and payable by the Purchaser along with interest thereon from the due date till the date of adjustment against any and all subsequent amounts received from the Purchaser.

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

3.9 The Purchaser agrees to deduct tax at source at the applicate rate on the Consideration as per the Income Tax Act, 1961 (if applicable) (hereinafter referred to as "**TDS**") and pay the same into the requisite Government Income Tax account

within the prescribed period and further the Purchaser agrees and undertakes to furnish to the Promoter a tax deduction Certificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Purchaser fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Promoter. Without prejudice to the foregoing, the provisions of clause 3.8 above shall apply *mutatis mutandis* in respect of any delayed/defaulted payments by the Purchaser under this clause.

3.10 It is expressly agreed that any deduction of an amount by the Purchaser on account of TDS as per the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any amount to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon the Purchaser submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and deduction made as aforesaid being reflected in the Form 26AS of the Promoter.

3.11 The Purchaser hereby accords/grants the Purchaser's irrevocable consent to the Promoter to securitize the Consideration and/or any part thereof and/or the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Purchaser the Consideration/or part thereof hereunder. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such Consideration or part thereof duly made in accordance with the terms hereof, by the Purchaser to the bank/financial institutions, shall be a valid payment of the Consideration or part thereof and discharge of the Purchaser's obligations hereunder with regard to such payment.

4. OBLIGATIONS OF THE PROMOTER

4.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Sanctioning Authorities (as defined below) at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the Sanctioning Authorities (as defined below), the occupation certificate *inter alia* in respect of the Premises.

4.2 Time is the essence of the contract for the Promoter as well as the Purchaser. The Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the Building and handing over the Premises to the Purchaser and the common areas to the Society (as defined below) after receiving the occupation certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by the Purchaser and also duly comply with all the other obligations under the Agreement.

4.3 The Promoter has commenced the construction of the Building on the Land in accordance with the plans, designs, specifications that are approved by the TMC and may make only such variations and modifications as the Promoter may consider necessary and/or as may be required by the TMC and/or MMRDA and/or any other concerned authorities (hereinafter referred to as "**the Sanctioning Authorities**") to be made by them.

4.4 The Promoter shall form a single composite body comprising of the Society (as defined below) to be formed in respect of the Building or each Wing (including or excluding the area/units of the Dosti West County – Phase 3 - Dosti Westwood

Project), as the Promoter may in its sole discretion deem fit and proper and the societies formed with respect to the other buildings to be constructed on the Layout Land (hereinafter referred to as "**the Apex Body**") for effective management and control of the common areas and facilities in the Layout Land and execute the Deed of Conveyance *inter alia* of the Layout Land (including or excluding the area of the Dosti West County – Phase 3 - Dosti Westwood Project, as the Promoter may in its sole discretion deem fit and proper) in favour of the Apex Body.

4.5 The Promoter will provide the fixtures, fittings and amenities in the Building and the Premises as set out in **Annexure-12** hereto. However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand or their near substitutes.

5. DEFAULT AND THE CONSEQUENCES

5.1 If the Promoter fails to abide by the time schedule for handing over the Premises to the Purchaser, then subject to the provisions of clause 7.2 below, the Promoter agrees to pay to the Purchaser, if the Purchaser does not withdraw from the project, interest as specified in RERA, on all the amounts paid by the Purchaser, for every month of delay, till the date of offering possession of the Premises to the Purchaser.

5.2 The Purchaser shall pay to the Promoter, interest as specified in RERA, on any and all delayed payments which are due and/or payable by the Purchaser to the Promoter under and/or pursuant to the terms of this Agreement from the date the said amount is due and/or payable by the Purchaser to the Promoter until the date the same is received, in full, by the Promoter.

5.3 Without prejudice to the right of the Promoter to charge interest in terms of Clause 5.2 above, on the Purchaser committing default in payment on the due date (time being the essence of the contract) of any amount due and/or payable by the Purchaser to the Promoter under this Agreement (including the Purchasers' proportionate share of taxes levied by TMC/MMRDA and other outgoings) and on the Purchaser committing 3 (three) defaults despite notice from the Promoter to make payment of instalments as specified below and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.

Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installment/s of the Consideration and/or any other sum payable hereunder) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within 15 (fifteen) days after the giving of such notice.

5.4 Upon termination of this Agreement –

(a) The Purchaser shall have no right, title, interest, claim, benefit, lien or demand or dispute of any nature whatsoever in, upon or against the Promoter and/or the Premises (including the Car-parking Space(s)) whether pursuant to this Agreement and/or otherwise howsoever;

(b) The Promoter shall be entitled to deal with and/or dispose of the Premises (including the Car-parking Space(s)) to any other person/s as the Promoter deems fit without any further intimation, act, and/or consent of, or objection from, the Purchaser;

(c) The Promoter shall be entitled to retain an amount equivalent to [*]% of the Consideration, towards all costs, charges, expenses, losses and/or

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

(d) The Promoter shall, after deducting the liquidated damages as mentioned in 5.4(c) above, refund the balance Consideration paid by the Purchaser to the Promoter, without interest, only after deducting and/or adjusting from the balance amounts (i) brokerage fees, (ii) interest on delayed payments, (iii) all other taxes including GST and/or any other amount due and payable by the Purchaser and/or paid by the Promoter on the Purchaser's behalf/account in respect of the Premises, and (iv) in case the Purchaser has opted for subvention scheme, the total amount of Pre-EMI interest paid or payable by the Promoter to the Purchaser's Lender (as defined below), within a period of 45 (forty-five) days of the termination as above subject to sub-clause (e) below.

5.5 The Purchaser shall be entitled to avail of a loan/financial facility from financial institutions or banks or any other lender (hereinafter referred to as **"the Purchaser's Lender"**) for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the prior written consent and approval of the Promoter, and strictly subject to the rights of the Promoter hereunder (including without limitation, the power of termination). In such event, on (a) the Purchaser committing a breach of this Agreement (including without limitation, default in the payment of any installment of the Consideration and/or other sum payable hereunder) and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter and the rights of the Purchaser's Lender shall ipso facto come to an end, and the Purchaser's Lender shall have no recourse against the Promoter and/or the Premises and/or the said Car Parking Space(s), whatsoever under any circumstances, and the Promoter shall be entitled to freely deal with the same and every part thereof freed from any and all claims whatsoever of the Purchaser's Lender. The Purchaser shall, at the Purchaser's own cost and expense, obtain the necessary writing/deed (in form acceptable to the Promoter) duly executed (and if required, registered in the Office of the Sub-Registrar of Assurances) by the Purchaser's Lender inter alia confirming that the Purchaser has duly cleared the mortgage debt, and that the Purchaser's Lender has no claim whatsoever in the Premises (including the Car-parking Spaces). On receipt of such writing/deed from the Purchaser's Lender, the Purchaser shall (subject to what is stated above in clause 5.4(d)) be entitled to the refund of the amount so paid by the Purchaser to the Promoter towards the Premises in accordance with what is stated in clause 5.4. Notwithstanding the foregoing, the Purchaser's obligation to make the payment of the installments of the Consideration and the Other Charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

5.6 Till the time the entire Consideration and the other amounts due and payable by the Purchaser to the Promoter are received in full by the Promoter, the rights of the Purchaser's Lender shall be subject/subservient to the rights of the Promoter.

6. RIGHTS AND ENTITLEMENTS OF THE PROMOTER

6.1 The Purchaser hereby agrees and confirms that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with and/or otherwise dispose of all the remaining premises/areas in the Layout Land (including the Building). It is expressly agreed that the right of the Purchaser under this Agreement

is restricted only to the Premises. All other premises/areas *inter alia* in the Project shall be the sole and absolute property of the Promoter and the Promoter shall be entitled to sell and/or otherwise deal with the same without any reference to, or the consent of, or objection or hindrance from, the Purchaser in any manner whatsoever.

6.2 The Promoter shall be entitled to make variations, alterations, amendments or deletions to or in the scheme of development of the Layout Land (including the Land) or any part(s) thereof and/or layout plans and/or building plans (including Further Proposed Plans) and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, common areas, recreation areas/grounds and all or any other areas, amenities and facilities as the Promoter may deem fit and/or to the sanctioned plans from time to time.

6.3 If the FSI, by whatever name or form is increased in respect of the Larger Land and/or any additional construction becomes permissible on the Land and/or the Layout Land (i.e. more than what is envisaged at present), then the Promoter shall be entitled to consume/utilise the same on the Land and/or the remaining Layout Land or any part(s) thereof and construct additional floors, wing(s), building(s) as per revised building plans and deal with the same in the manner the Promoter deems fit and proper.

6.4 The Promoter shall be entitled to execute and implement the development of the Layout Land by utilization of all FSI (including fungible FSI, free FSI, premium FSI, TDR and/or other development potential by any other name called), that may be available in respect of the Larger Land and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or otherwise or any floating rights which is or may be available in respect of the Larger Land and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable laws (and all increases therein from time to time).

6.5 The Promoter has informed the Purchaser, and the Purchaser is aware and has understood that the Layout Land, shall be developed in a manner that the total Floor Space Index (FSI) available at present and that may become available in future for the development of the Layout Land and/or the other adjoining lands and/or amalgamated lands shall be utilized globally for development of the Layout Land and therefore, the extent of FSI utilized for development of each phase (including the said Project) on various undivided portions of the Layout Land would not be equal to or proportionate to the FSI available on such undivided portions in the Layout Land where the respective phases (including the Project) are actually being constructed. The Purchaser hereby agrees, acknowledges and confirms such disproportionate utilization/global utilization of FSI and shall not at any time dispute or object the same in any manner;

6.6 The Promoter has explained to the Purchaser and the Purchaser has understood and thereafter unconditionally and irrevocably accepted and agreed that the Promoter shall at its sole discretion be entitled to develop the Layout Land and utilize the FSI and development potential of the Larger Land and/or the Layout Land and/or Land unto further phases to be developed by the Promoters from time to time, as per their business plans. The Purchaser has agreed and consented to the development of the Whole Project;

6.7 The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development potential with respect to the Larger Land and/or the Layout Land and/or the Land shall continue to vest with the Promoter until the

Deed of Conveyance of the Layout Land, including common areas, facilities, amenities in favour of Apex Body as defined herein, and the same shall be reserved therein in terms of a deed of covenant and undertaking of the Society(ies) and Apex Body to Promoter, at the time of execution of title documents in favour of the Society(ies) and Apex Body;

6.8 As part of the development of the Layout Land, the requisite approvals and sanctions have been applied for and/or are in the process of being obtained and/or have been obtained by the Promoter from the Sanctioning Authorities. The requisite approvals and sanctions for the development of the Layout Land may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the Layout Land and/or as the Promoter deems fit and/or as may be required by any competent authority.

6.9 The Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the Building constructed on the Land and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

6.10 It is hereby expressly agreed that the Promoter shall always be entitled to sell the premises in the Building for the purpose of using the same for residential use and/or for any other use as may be permitted by the Sanctioning Authorities and the purchasers/occupants thereof shall use such premises purchased/occupied by them accordingly.

6.11 The Promoter shall have the irrevocable and perpetual right to put up, from time to time, one or more advertisements, hoardings, signboards on any part(s) of the Building (including without limitation on the terrace and/or on the parapet wall and/or the side walls of the Building) and the said hoardings etc. shall be of such dimensions and type (including without limitation illuminated and/or neon sign) as the Promoter may in its sole discretion determine. The Promoter for such purpose may utilize any common facility or amenity such as water, electricity etc. available on the Layout Land to which the Purchaser shall not have right to object. It is expressly agreed that the Promoter shall be entitled to put signage to reflect the name of "Dosti” and/or its sister concern and/or its logos (as desired by the Promoter) on the Building, the Layout Land (including the Land) and/or any part thereof and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the name(s) and/or logo(s). The Promoter is fully entitled and is hereby irrevocably authorized to allow temporary and/or permanent construction or erection for installation anywhere on the exterior of the Building and further the Promoter shall be entitled to allow third parties to use any part of the Building (including the terrace) for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment. The Purchaser agrees not to object or dispute the same. The Purchaser hereby further agrees and confirms that the Promoter shall have an irrevocable and perpetual right and shall be entitled to receive, recover, retain and appropriate all the rents, profits and/or other compensation whatsoever (including all increases therein from time to time) arising out of the foregoing and the Purchaser/the Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase therein shall solely and absolutely belong to the Promoter. The Purchaser shall not be entitled to raise any objection or claim any abatement in the price of the Premises agreed to be acquired by the Purchaser and/or claim any compensation or damages on the ground of inconvenience or nuisance or any other ground whatsoever from the Promoter.

6.12 If at any time before or during the currency of the development of the Land and/or the Layout Land, any part of the Land and/or the remaining portion of the Layout Land is taken over by or handed over by the Promoter to any Government Authorities or any regulatory authorities on account of the same forming part of any DP Road, set back area, and/or for any other purpose/reservation, to any institution or body whether central or state government or any local corporation or any authority making claim over it, then in such case the Purchaser shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors/wing or grant of any incentive FSI, the same shall belong entirely to, and shall be available for the sole benefit of, the Promoter, and the Purchaser shall not have any claim on the same (or any part thereof). Similarly, if in case the Promoter is instructed to develop any kind of road, approach road, access area, any nullah or sewerage area and the Promoter develops the same whether or not the same forms part of the Land and/or the Layout Land and in that case if on account of such development of road, approach road, service road, access area, any nullah or sewerage area, the MMRDA or any other Authority rewards any benefit whether monetary or otherwise, the Purchaser agrees that the Purchaser shall not have any sort of claim on the same and the same shall belong solely to the Promoter.

6.13 The Promoter shall have full right for carrying out the amendments, alterations, modifications and/or variations to the scheme of development in respect of the Layout Land (including the Land) and/or to the building plans (including Proposed Plans, the Further Proposed Plans), and further plans (whether envisaged at present or not), including but not limited to the Promoter's right to construct one or more wings/additional floors/residential/commercial buildings on the Layout Land. The Purchaser irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid and/or to the further building plans, if any, in respect of one or more wing or wings and/or floors and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). It is hereby clarified that in the event, reservations, if any are notified and/or are removed or their location is changed by getting them shifted then the Promoter shall be entitled to develop the lands previously demarcated as such and/or which had been encroached and/or affected by reservation and for this purpose will be entitled to amend or vary the scheme of development in respect of the Layout Land and the Purchaser shall not object to the same.

6.14 In the event of the Society (as defined below) being formed and registered before the sale and disposal by the Promoter of all the premises in the Building, the power and authority of the Society so formed or that of the Purchaser and the purchasers/allottees of other premises in the Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises, the un-allotted car-parking spaces and the disposal / allocation thereof. The Promoter shall be liable to pay only the municipal taxes, at actual, in respect of the unsold premises. In such case the Promoter shall at its option (but without being obliged) join the Society as a member in respect of such unsold premises and as and when such premises are sold, the Society shall, and the Purchaser shall cause the Society to, admit such purchaser as a member without charging any premium or extra payment or any other charges of any form, including any transfer/non-occupancy charges. It is clarified that the No-objection Certificate and/or other consent of the Society shall not be necessary for the sale and/or other transfer of any such premises by the Promoter.

6.15 Till the entire development of the Layout Land is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Layout Land (including the Land) and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.

6.16 The Promoter shall, be at liberty to sell, assign, transfer and mortgage the receivables and/or the unsold premises in the Building and/or the Layout Land (including the Land) or any part(s) thereof, including to raise finance/loan from any financial institution/bank and to create mortgage, charge, securitization of receivables, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises. The Promoter shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof.

6.17 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. charges, charges levied for any concessions granted to the Promoter for not claiming any area in FSI calculations, or any other charges etc. payable to any Sanctioning Authority, or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Further the Promoter is entitled to get refund of all excess amounts by way of premium, betterment charges, development charges, or otherwise, to which the Purchaser hereby consents.

6.18 The Promoter shall have the right to designate any space in the Land and/or the Layout Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation telephone (landline/mobile), cable, internet, gas, electricity, water supply and/or other utility services) to be availed by the occupants of the building(s) that may be developed on the Land and/or the Layout Land**.** The Promoter shall also be entitled to provide such space to such utility provider either on leave and license or leasehold basis for various purposes including that of installing power sub-stations/ transformers with a view to service the electricity requirement in the Layout Land and/or in the buildings constructed thereon or laying cables or piped gas lines, water lines.

6.19 The Promoter shall at its discretion be entitled (but not obliged) to nominate any property management agency (hereinafter referred to as "**the property management agency**") to manage the operation and maintenance *inter-alia* of the Building, and the infrastructure on the Layout Land, common amenities and facilities on the Layout Land (as determined by the Promoter). The Promoter shall have the authority and discretion to negotiate with such property management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the property management agency shall be borne and paid by the purchasers/allottees of the premises in the Building including the Purchaser on a pro-rata basis as part of the development and common infrastructure charges referred to herein.

6.20 The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the property management

agency, including without limitation, payment of the Purchaser's share of the maintenance and service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Layout Land (including the Land) and common areas and facilities within the Layout Land (including the Land and the Building constructed thereon).

6.21 The Promoter shall be entitled to construct, and run site offices/sales lounge on the Layout Land (including the Land) and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Building is transferred to the Society until the entire Layout Land is fully and completely developed, and all the premises in all the buildings that may be constructed thereon have been sold and the proceeds thereof and all other amounts in respect thereof have been duly received by the Promoter, without being obliged and/or otherwise required to pay any compensation or other sum whatsoever.

6.22 The Purchaser and/or the Society (as defined below) shall not have any objection to any and all of the aforesaid and the Purchaser hereby grants his irrevocable and unequivocal consent to the Promoter to carry out the necessary acts, deeds, matters and things in relation to any of the above.

6.23 All the consents referred in this Agreement shall be considered as the Purchaser's unconditional and un-equivocal consent under section 7(1)(ii) and 7A of Maharashtra Ownership Flats Act (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 and the Rules thereunder and the consents under the provisions of RERA.

7. POSSESSION

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

7.2 Subject to clause 7.1 above, the Purchaser shall be entitled to call upon the Promoter to hand-over possession of, and the Promoter shall be obliged to give possession of the Premises to the Purchaser by 31st March, 2028 (hereinafter referred to as "**the Date of Hand Over**"). If the Promoter fails to offer possession of the Premises to the Purchaser on the Date of Hand Over (subject to clause 7.3 below) or within any further date or dates as may be mutually agreed between the parties hereto although the Purchaser has duly complied with the provisions of this Agreement, then in such case, in the event the Purchaser intends to withdraw from the project, the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 45 (forty-five) days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amount/s excluding taxes, that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Premises along with the interest as per RERA from the date the Promoter received such amounts till the date the Promoter tenders refund of the amounts to the Purchaser. On the Promoter tendering the refund of the above mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

7.3 Provided that the Promoter shall be entitled to extension(s) in the Date of Hand-over, in case of delay(s) on account of and/or attributable to -

i. war, civil commotion, and/or other act of god;
ii. any notice, order, rule, notification, policy of the Government and/or other public, or competent authority/court.

Upon the occurrence of any of the foregoing events, the Date of Hand Over shall stand extended to the extent of delay occasioned thereby and/or attributable thereto.

7.4 The Purchaser agrees that the return of the payment mentioned in Clause 7.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser hereby irrevocably waives any and all rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

7.5 The Promoter shall within 7 (seven) days of obtaining the occupation certificate from the Sanctioning Authorities *inter alia* in respect of the Premises, and subject to due payment by the Purchaser of all amounts as per this Agreement, offer in writing possession of the Premises, to the Purchaser, in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice. The Purchaser shall take possession of the Premises within 15 (fifteen) days from the date of written notice from the Promoter to the Purchaser intimating that the Premises is ready for use and occupation.

7.6 Upon receiving a written intimation from the Promoter as per clause 7.5, the Purchaser shall take possession of the Premises from the Promoter by executing necessary possession letter, declarations, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Purchaser. In case the Purchaser fails and/or neglects to take possession within the time provided in clause 7.5, the Purchaser shall nonetheless be liable to, and shall bear and pay all outgoings and maintenance charges as applicable in accordance with the terms of this Agreement. Without prejudice to the Purchaser's said obligation to pay the outgoings and maintenance charges as aforesaid, the Purchaser unequivocally agrees and confirms that the Promoter shall not be liable, and/or otherwise answerable in any way, for any damage and/or deterioration of the Premises on account of and/or attributable to any delay in the Purchaser taking possession of the Premises (including without limitation any warping, cracking/peeling and/or deterioration of painting/finishing work, formation/appearance of any mold/fungus therein on account of/attributable to the Premises remaining shut/unventilated in the interregnum and/or any fit-out/refurbishment work carried out in any premises in the Building) nor shall the Promoter be liable for the security of the Premises after the said date, and that the Purchaser shall not, nor shall the Purchaser be entitled to, dispute the same under any circumstances whatsoever.

7.7 If within a period of 5 (five) years from the Date of Hand Over, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation as provided under the RERA. It is hereby clarified and the Purchaser hereby agrees and confirms that the liability and obligation of the Promoter shall be limited to rectifying/removing/repairing the structural defect on account of deficiency in workmanship, quality or provision of service as the case may be, and the Promoter shall not be liable for and/or otherwise required to restore and/or compensate the Purchaser for any incidental loss or damage that may be suffered and/or incurred by the Purchaser for and/or in connection with the rectification/repair work carried out by the Promoter as aforesaid. Without prejudice to the generality of the foregoing, the Promoter shall

not be required to rectify/repair any painting/finishing work in the Premises and/or rectify/replace/repair damage to any furniture, fixtures, fittings and/or other property that may be damaged/destroyed in connection with the rectification/repair work carried out by the Promoter as aforesaid and/or prior to the carrying out of such rectification/repair work.

7.8 The Promoter shall however not be responsible or liable to comply with its obligations stated in clause 7.7, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Purchaser and/or the Society (defined below) or any other occupant of the Building (including, but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc.), and/or due to normal wear and tear and/or force majeure.

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

8. FORMATION OF THE ORGANIZATION AND APEX BODY

8.1 The Promoter shall form a co-operative society in respect of the Building or each Wing, under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA (hereinafter referred to as "**the Society**").

8.2 The Purchaser and the purchasers of the other premises in the respective Wings or Building, as the case may be, shall join in the formation and registration of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Society including bye-laws of the Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the Society. No objection shall be taken from the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority.

8.3 The Society shall function as per the rules and regulations framed by the Promoter. All the development potential of the Layout Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter till the execution of the transfer document of the Layout Land in favour of the Apex Body in manner contemplated hereunder.

8.4 (a) The Promoter shall form the Apex Body for the maintenance, upkeep and repair/replacement of the common infrastructural facilities/requirements /conveniences and the common area/s which may ultimately serve all the building/s as may be finally constructed on the Layout Land. The respective societies of the buildings constructed on the Layout Land shall be the members of such Apex Body. The Apex Body will maintain, repair and/or replace the common infrastructural facilities/utility services like, lighting, drainage, watchman cabin/s, storm water drains, surface water drains, etc., which may ultimately serve any such building/s (the expenses thereof to be borne by them respectively). The Promoter shall execute the Deed of Conveyance, *inter alia*, of the Layout Land (including the Land) in favour of the Apex Body.

(b) The aforesaid Apex Body shall be constituted and function under the guidelines as may be framed by the Promoter.

9. COMMON AREAS AND RESTRICTED AREAS

9.1 It is expressly agreed that the Purchaser shall be entitled to only use the common areas and facilities in respect of the Building and the Land as set out in the **Fifth Schedule** hereunder written and the usage of the same shall be in common with the purchasers of the other premises in the Building. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas within the Layout Land and the Building to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the **Fifth Schedule** written hereunder under the heading Common Areas and Facilities only shall be common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Sixth Schedule** hereunder written and/or alienate and dispose of the same in such manner as the Promoter thinks fit and proper.

9.2 The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads in the Layout Land, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Layout Land and/or any other lands acquired or as may be acquired in future and/or to shift/vary/re-align/modify the same to any another portion(s) of the Layout Land, as may be required by the Promoter.

10. COVENANTS BY THE PURCHASER

10.1 The Purchaser shall use the Premises (and every part thereof) for residential purpose and shall permit the same to be used only for the purpose of residence and shall use the Car-parking Space(s) for the purpose of parking the Purchaser's own vehicle;

10.2 The Purchaser shall not, nor shall the Purchaser be entitled, to change the user of the Premises without prior consent in writing of the Promoter, and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Promoter and the Purchaser in that event shall not be entitled to any right arising out of this Agreement;

10.3 The Purchaser agrees and undertakes not to misuse the Car-parking Space(s), the meter room, the refuge area, the elevation features in the Building;

10.4 The Purchaser with the intent to bind all persons in whose hands the Premises may from time to time come, doth hereby covenant with the Promoter as follows -

(a) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is offered and shall not do or suffer to be done anything in or to the Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of the concerned local authority and/or the Society and/or change/alter or make addition in or to the Building and/or the Premises or part thereof;

(b) to maintain all the fire safety measures and equipment installed by the Promoter and shall also install fire safety equipment in the Premises as specified in the Fire NOCs, prior to occupying the Premises and shall also undertake periodical maintenance of such equipment installed in the

Premises and shall always abide by the conditions mentioned in the said NOCs;

(c) not to remove and/or relocate the fire safety measures and equipment installed by the Promoter in the Premises and the Building;

(d) not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Building or any part thereof in any manner whatsoever;

(e) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the Promoter and/or the concerned local or other authority and shall not carry or cause to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach (including without limitation, to bear and pay the cost and expense of repair/restoration work of the damage);

(f) not, in any event, to make any additions or alterations to the external appearance or the elevation of the Premises, or the Building either by painting or by exhibiting or affixing any signboards, sky signs, name boards, placards, hoardings, or advertisements of any permanent or temporary nature (or which if affixed/erected inside the Premises are visible from the outside the Building). The Purchaser shall not make any alterations to the external colour scheme or appearance or elevation of the Building;

(g) not, in any event, object or dispute the use and enjoyment of one or both the Club Houses by the purchasers/allotees/occupants of the premises in all or any of phases in the Layout Land or by the outsiders who are not the purchasers/allotees/occupants of any premises in the Layout Land.

(h) that the Premises shall not be used for carrying on any immoral or illegal activity;

(i) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Premises and/or the Building which is in contravention of rules, regulations and/or bye-laws of the concerned local public authority and/or the Society or which hampers the overall well-being of the members of the Society and/or adversely affects the Land and/or the Building. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser alone shall be liable for the consequences thereof;

(j) not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation of the Building and to keep the plumbing, sewers, drain pipes in the Premises and appurtenances thereto in good repair and condition so as to support, shelter and protect other parts of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Premises or the common areas. Without prejudice to the generality to the foregoing, the Purchaser shall nor shall the Purchaser be entitled to demolish and/or remove any portion of the intervening wall between two units regardless of whether the adjoining unit is owned by Purchaser or the purchaser of the adjoining unit has consented to such demolition/removal;

(k) not to shift or alter the position of either the kitchen or the toilets in the Premises which would affect the drainage system of the Premises and/or

any part thereof in any manner whatsoever or do any act which would cause leakage, seepage in the Premises or the flats below or adjacent to the Premises;

(l) not to remove, dismantle, alter and/or modify the plumbing system installed by the Promoter;

(m) not to do or permit to be done any act which may render void or voidable any insurance of the Layout Land or the Land or the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

(n) not to carry out any civil work or repairs, wherein the area or any internal wall is disturbed and/or altered and not to carry any extension of any sort including loft, carrying out of chhaja work, renovations whereby the space used/to be used inside or outside the Premises gets extended;

(o) not to carry-out any changes or modifications in the Premises, especially grinding, cutting, chiseling, impaling, smashing, breaking or removing of any wall or member, as the Building is being constructed by using Aluminum Formwork technology under which all members, walls and floor slabs are cast in RCC in one continuous pour resulting in a monolithic structure. Any change or modification to the same is strictly prohibited and is not permissible under any circumstances as it may result in weakening of joints, heavy leakage, endangering the structural stability of the Building. The Purchaser shall indemnify and keep harmless at all the times the Promoter and all other occupants of the Building, of from and against any loss, cost, expenses or damages suffered or sustained by them on account of the breach committed by the Purchaser of this covenant;

(p) agrees and confirms that all the deposits whether refundable or otherwise or any other amount by whatever name called, pertaining to the common amenities and facilities of the project shall be reimbursed to the Promoter by all the purchasers proportionately upon taking over the possession;

(q) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in any portion of the Land and/or the Building;

(r) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Building;

(s) not to encroach upon or make use of any portion of the Building not agreed to be acquired by the Purchaser;

(t) not to enclose any elevation feature or change the external elevation or colour scheme of the Building nor of the common areas including lobby and the areas outside the main door of the concerned premises;

(u) pay to the Promoter within 7 (seven) days of demand by the Promoter, the Purchaser's share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Building;

(v) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MMRDA and/or government and/or other public authority;

(w) to bear and pay all works contract tax, GST, swachh bharat cess, krishi kalian cess, any other cess, charges, duty, dues etc. and such other levies, if any, which may be imposed with respect to the construction on the Land and/or any activity whatsoever related to the Premises and/or in respect of the transaction contemplated under this Agreement, by the MMRDA and/or State/Central/ Government and/or public authority from time to time;

(x) not to let, sub-let, sell, transfer, assign or create any third party rights or part with the Purchaser's interest and/or the benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only

if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained its prior consent in writing in that behalf;

(y) Nothing in this Agreement shall, or be construed or deemed to, limit, extinguish, derogate from and/or otherwise prejudicially affect, and/or as a contracting out of, and/or waiver by the Promoter of, any right, entitlement or benefit available to the Promoter under the Indian Contract Act, 1872 (including without limitation, under sections 55 and 56 thereof);

(z) The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Society and the Apex Body and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building 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 Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement;

(aa) till the management of the Building and the Land is handed over to the Society and the Apex Body respectively, to allow the Promoter, its surveyors and agents (including but not limited to contractors, labor contractors, workmen, architects, surveyors, engineers, plumbers and electrical contractors) at all reasonable times to enter into or upon the Land and/or the Building or any part thereof to view and examine the state and condition thereof;

(bb) the Purchaser shall not do or suffer to be done anything on the Land or the Building which would be forbidden or prohibited by the rules of the concerned government authorities and/or the Society and/or the Apex Body. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities, in addition to any penal action taken by the Promoter in that behalf;

(cc) not to change the layout of the Premises;

(dd) not to change the shape and/or size of the windows;

(ee) not to change the grills if they are provided by the Promoter in the Premises, and in particular not to fix box-grills under any circumstances;

(ff) the Purchaser shall not keep flower pots outside the Premises, including along the window sills.

These covenants shall be binding and operative even after the formation of the Society.

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

10.5 The Purchaser is aware confirms that the recreation grounds/areas that may be provided by the Promoter in the Layout Land shall be enjoyed in common with the purchasers/occupants of the other premises in the Building as also the premises of all the other buildings constructed on the Layout Land and the Purchaser and the Society shall not, nor shall they be entitled to, raise any objection to the same on any grounds (including on the grounds of nuisance, inconvenience and/or security) under any circumstances whatsoever;

10.6 The Purchaser agrees to grant to the Promoter, all the facilities, assistance and co-

operation as the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Layout Land. The Promoter shall be entitled to modify, amend, alter, change the lay-out of the Layout Land (including the Land) by changing the alignment, locations, placement of garden, parking area and other amenities or facilities;

10.7 The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the Layout Land (including the Land) and the Purchaser confirms that the Purchaser has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the above-recited Title Certificate issued by Advocate Mr. Kiran Badgujar and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Promoter to the Layout Land (including the Land). Without prejudice to, and in addition to the foregoing, the Purchaser with intent to also bind all persons in whom the Premises may from time to time, be vested, hereby agrees and confirms that prior to the execution of this Agreement, the Purchaser has taken all such steps in investigation of title as the Purchaser has deemed necessary and has fully apprised and satisfied himself regarding the title of the Promoter to the Layout Land (including the Land) as also the Promoter's right to sell the Premises in manner contemplated hereunder and all aspects thereof (including without limitation, as regards the terms and conditions of all development and/or building permissions, and the effect thereof on the Premises and the Purchaser), after seeking all such independent legal and other advice as the Purchaser has deemed necessary, and has unconditionally and unequivocally accepted the title of the Layout Land (including the Land) and the said right of the Promoter, as clear and marketable and free from all reasonable doubts, encumbrances and liens, and the Purchaser shall not seek, and hereby unequivocally and irrevocably waives, any and all legal recourse to or against the Promoter in this regard, including without limitation, under Section 18(2) of RERA;

10.8 The Promoter has informed the Purchaser, and the Purchaser hereby confirms that the Purchaser is aware that the Promoter is developing the Layout Land in a phase-wise manner and the Purchaser shall not require any of the phases thereof to be sub-divided/demarcated. Accordingly, the Purchaser shall not be entitled to nor at any time hereafter, call upon or otherwise require the Promoter and/or Apex Body to sub-divide and/or otherwise demarcate and/or segregate the Land from the remaining portion of the Layout Land, and the Purchaser shall ensure that the Society, upon its formation, shall neither be entitled to nor at anytime thereafter call upon or otherwise require the Promoter and/or Apex Body to sub-divide and/or otherwise demarcate and/or segregate the Land from the remaining portion of the Layout Land;

10.9 The Purchaser shall have no claim save and except in respect of the Premises. All other areas including terraces, parking spaces, open spaces, etc. shall remain the property of the Promoter until the Land is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement;

10.10 In case any tax, levy or imposition and/or outgoing becomes payable subsequent to the Date of Hand Over, the Purchaser shall make payment of the same as and when demanded by the Promoter and there shall be a charge on the Premises and lien automatically earmarked in favour of the Promoter for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter);

10.11 The Purchaser has agreed to purchase the Premises based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the sanctioned FSI and further FSI that may be sanctioned in future as per the

Proposed Plans (subject to the consent of the Purchaser as set out in clause 1.4 above), the Further Proposed Plans and further plans and on the understanding that all the future FSI shall belong to Promoter only;

10.12 The Purchaser agrees and confirms that neither the Purchaser nor the Society shall claim any compensation, whether in the form of development potential or otherwise, for DP Roads and access roads, constructed or to be constructed by the Promoter in the Larger Land/Layout Land;

10.13 The Promoter has specifically informed and disclosed to the Purchaser, and the Purchaser hereby agrees and confirms, that the Purchaser shall be bound by all the undertakings given by the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the CC and NOC for firefighting) including but not limited to any other matters granted by various authorities with respect to the Building and the Purchaser agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Purchaser himself to the said authorities.

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

10.15 The Purchaser shall not have any right and the Purchaser shall not in any manner sell, transfer, assign, lease, license and/or alienate and/or deal with or otherwise dispose of in any manner whatsoever, the Premises and/or any part thereof and/or the rights and/or benefits under this Agreement to any person until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement, without obtaining the Promoter's prior written consent. This term is one of the fundamental terms and the essence of this Agreement;

10.16 If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the TMC/MMRDA/Government and/or any other public authority in respect of the Layout Land or in respect of the Building, the same shall be borne and paid by all the purchasers/allottees of premises in the Building in proportion to the respective area of their respective premises;

10.17 The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Purchaser in respect of all amount/s (including interest thereon) which become due and/or payable by the Purchaser to the Promoter (under the provisions of this Agreement) till such time as the said outstanding amounts

(including interest thereon) are received by the Promoter in full;

10.18 The Purchaser and/or the Society shall not, nor shall they be entitled to require partition of the Land and/or the Building and/or of the Purchaser's interest therein, and the same shall never be partitioned;

10.19 All consents and covenants given by, and all restrictions imposed upon, the Purchaser hereunder, shall in addition to the Purchaser, be binding upon and fully enforceable against all persons in whose hands the Premises may from time to time come and the Society, at the instance of the Promoter and/or the Promoter's assigns (including without limitation the owners/allotees of the premises in the other buildings that may be constructed on the Layout Land for whose benefit and/or for the beneficial enjoyment whereof, such consents/covenants have been given by, and restrictions imposed upon, the Purchaser).

11. OUTGOINGS

11.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Land and the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost, water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and the Building. Until the Society is formed and the Building is transferred to the Society in manner contemplated herein, and the Land is conveyed in favour of the Apex Body, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter, from time to time. The Purchaser agrees that till the Purchaser's share is so determined or until otherwise intimated by the Promoter, the Purchaser shall pay to the Promoter provisional monthly contribution calculated at the rate of Rs.__/- per square foot of the carpet area of the Premises, per month towards the outgoings regularly on the 7th of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the conveyance of the Building is executed in favour of the Society, and the Land is conveyed in favour of the Apex Body, in manner contemplated herein. On such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society or the Apex Body, as the case may be.

11.2 The Purchaser shall, on demand or before taking possession of the Premises, pay to the Promoter the charges mentioned in the **Seventh Schedule** hereunder written (hereinafter collectively referred to as **"the Other Charges"**).

11.3 The Other Charges to be collected by the Promoter under Clause 11.2 above shall be further increased by applicable rate of GST as per the applicable law or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case before asking for possession of the Premises.

11.4 The Promoter shall render accounts in respect of the amounts mentioned in the **Seventh Schedule** hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Purchaser, at the time of handing over the management and charge of the Building to the Society, save and except the Layout Corpus Fund (as defined herein below), which shall be handed over to

the Apex Body at the time of Conveyance of the Land.

11.5 It is clarified that the list of Other Charges mentioned in the **Seventh Schedule** hereunder written is only indicative and not exhaustive and the Purchaser agrees to pay to the Promoter, such additional amount towards Other Charges under such other heads as the Promoter may indicate. It is further clarified that the amount of charges mentioned in the **Seventh Schedule** is only indicative and the Purchaser agrees to pay to the Promoter, such additional/increased charges as the Promoter may indicate.

11.6 A corpus fund will be set-up for the repair and maintenance of the Building and the common amenities and facilities (hereinafter referred to as **"the Building Corpus Fund"**). The Purchaser hereby covenants with the Promoter that the Purchaser shall pay to the Promoter the amounts more particularly mentioned at item no.__ of the **Seventh Schedule** hereunder written towards the non-refundable contribution to the Building Corpus Fund. The Promoter shall be entitled to use the Building Corpus Fund for payments towards the maintenance and/or up-keep of the Building and common amenities and facilities until formation of the Society and transfer of the Corpus Fund by the Promoter to the Society.

11.7 The Purchaser is aware that it will take atleast (*) years for completion of the development of the Layout Land as contemplated hereunder, formation of the Apex Body and hand-over of the Layout Land and the Layout Land infrastructure to the Apex Body. Accordingly, in the interregnum the cost and expense of the maintenance and upkeep of the Layout Land infrastructure is proposed to be defrayed out of a corpus fund to be set-up by the Promoter (hereinafter referred to as "**the Layout Corpus Fund**"). Accordingly, the Purchaser shall pay to the Promoter the amounts more particularly mentioned item no. (*) of the **Seventh Schedule** written towards the non-refundable contribution to the Layout Corpus Fund. The Promoter shall be entitled to use the Layout Corpus Fund for payments towards the maintenance and/or up-keep of the Layout Land and the common amenities and facilities thereon until formation of the Apex Body and transfer of the Layout Land by the Promoter to such Apex Body.

11.8 The Purchaser on or before the Date of Hand Over, undertakes to deposit with the Promoter an interest-free refundable amount by way of deposit as a security (hereinafter referred to as the **"Fit out Deposit"**) against any damage that may be caused to the Building and/or common amenities and facilities while entering into the Premises whether with/without the Purchaser's furniture, fixtures, equipment and materials etc. and/or during the implementation of the fit-out/interior works in the Premises. The Fit-out Deposit shall be refunded by the Promoter to the Purchaser, without interest, upon completion of the fit-out/interior works in the Premises by the Purchaser or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Promoter with respect to the Building, whichever is later, subject to no damage being caused to any part of the Premises, the Building and common amenities and facilities and subject to no building materials, debris etc. lying on the site. The Promoter shall not be responsible for any kind of loss and/or damage and/or theft in respect of the materials of the Purchaser lying in the Premises. The Purchaser also agrees to the following further conditions, in connection with carrying out fit-out / interior works in the Premises -

(a) The Purchaser shall be permitted/allowed to commence fit-out/interior works in the Premises after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement;

(b) The work of Fit-out shall be carried out within reasonable and permissible hours, preferably between 9.00 am to 1.00 pm and 3.00 pm to 7.00 pm or at such other

hours as may be fixed by the Promoter in this regard from time to time, so that it does not cause disturbance to the other occupants of the premises in the Building;

(c) Prior to carrying out the Fit-out works in the Premises, the Purchaser shall give to the Promoter in writing, the plans and the details of the nature of fit-out / interior works to be carried out for which the Promoter shall issue written permission;

(d) The Promoter shall be entitled to inspect all fit-out/interior works carried out by the Purchaser. In the event the Promoter finds that the nature of fit-out/interior work being executed by the Purchaser is harmful to the Premises, or the other flats in the Building, or to the structure, façade and/or elevation of the Building, then the Promoter shall be entitled to stop such fit-out/interior works forthwith and the Purchaser shall abide by the same and shall not, nor shall the Purchaser be entitled to, dispute the same and/or claim any reimbursement from the Promoter for any loss suffered by the Purchaser for such stoppage of fit-out/interior works;

(e) The Purchaser will ensure that the debris from the fit-out/interior works are to be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis at no cost to the Promoter and no nuisance or annoyance to the other purchasers. All cost and consequences in this regard will be to the account of the Purchaser. In case if the Purchaser fails or neglects to dump debris from the fit-out/interior works only in the earmarked area and/or remove the said debris as stated above, then the Promoter, may (but not obliged) to do so, entirely at the cost and expense of the Purchaser, and the Purchaser shall reimburse the entire cost and expenses thereof incurred by the Promoter forthwith on demand;

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

(g) The Purchaser shall ensure that the contractors and workers do not use or spoil the toilets in the Premises or the Building;

(h) All materials brought into the Premises or in the compound of the Building for carrying out fit-out/interior works will be at the sole cost, safety, security and risk of the Purchaser and the Promoter will not be held responsible for any loss/theft/damage to the same and/or any other consequences;

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

(j) During the execution of fit-out / interior works, if any of the Purchaser's contractors/ workmen/ agents/ representatives misbehave or if any of them is found to be in a drunken state and/or found spitting tobacco/pan and/or smoking, the said contractor/workmen/agents/ representatives will be removed forthwith and will not be allowed to re-enter the Premises or the Building again;

(k) The Purchaser shall extend full cooperation to the Promoter, its agents, contractors to ensure good governance of such works;

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

(m) If, any damage, of whatsoever nature (not due to defect in construction as envisaged in clause 7.7 hereinabove) is caused to the exterior of the Premises and/or other units/areas in the Building or any part thereof by the Purchaser

and/or his contractor/workmen/agents/representatives, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Purchaser alone will be responsible for the same and the Purchaser shall indemnify and keep duly indemnified the Promoter in this regard. It being clarified that the Purchaser shall always be solely responsible for any damage within the Premises;

(n) The Purchaser is aware that the Purchaser shall be required to immediately repair the damage caused by him/his workmen during the implementation of the fit-out/interior work at his cost and expenses. In the event the Purchaser fails to rectify the damage, then in that event, the Purchaser confirms that the Promoter may (but without being obliged to do so) carry out the rectification works at the Purchaser's costs and expenses and that the Purchaser shall have no objection if the same is deducted/ adjusted from the Fit-out Deposit. In the event of any recovery /adjustment / appropriation from the Fit-out Deposit as stated above by the Promoter, the Purchaser shall immediately reimburse the deficit / shortfall in the Fit-out Deposit so as to maintain the amount of the Fit-out Deposit until it is refunded by the Promoter subject to terms hereof. The Purchaser further agrees and confirms that unpaid amounts in respect thereto shall be deemed to be unpaid amounts by the Purchaser to the Promoter under this Agreement;

(o) The Purchaser is aware that the lift/s or elevator/s in the Building shall not be available either to the Purchaser or to the Purchaser's contractors/workers whether for transport of material and/or otherwise during the period of implementation of the fit-out/interior works in the Premises;

(p) The Purchaser is aware that the water requirement of the Purchaser for the purpose of fit-outs shall not be provided for and/or arranged by the Promoter;

(q) The Purchaser shall ensure that the Premises are not occupied for overnight stay by any person(s) whatsoever.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

12.1 The Promoter has the requisite rights to carry out development upon the Land;

12.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Building and shall obtain requisite approvals from time to time to complete the development of the Building. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the Land and Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Land, the Building and common areas;

12.3 There are no encumbrances upon the Layout Land or the project except those disclosed in this Agreement;

12.4 There are no litigations pending before any Court of law with respect to the Land and/or the Project except those disclosed in the project's MAHARERA Website;

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

12.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the Land and/or the Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement;

12.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Building to the competent authorities;

12.10 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 reacquisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Building except those disclosed in the title report.

13. FINAL TRANSFER DOCUMENT

13.1 The Promoter shall, within 3 (three) months of receipt of the full Occupation Certificate in respect of the Building, transfer to the Society the super-structure of the Building (including or excluding the area of the Dosti West County – Phase 3 - Dosti Westwood Project, as the Promoter may in its sole discretion deem fit and proper) by executing/causing to be executed the necessary deed of conveyance in favour of the Society and such conveyance shall be in keeping with the terms and provisions of this Agreement.

13.2 The Deed of Conveyance to be executed in respect of the Layout Land (including the Land), and the basement, (if any) and/or ground floor and/or podium(s) of each of the buildings (if any) constructed on the Layout Land in favour of the Apex Body shall *inter alia* contain (i) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest *inter alia* in the Layout Land and the unsold premises, and (ii) a covenant by the Purchaser to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein.

13.3 The Promoter's solicitors shall prepare and/or approve the Deed of Conveyance to be executed in favour of the Apex Body and as also the aforesaid Deed of Conveyance in favour of the Society. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the said (a) Deed of Conveyance in favour of the Society, shall be borne and paid by all the purchasers of the various premises in the Building and/or the Society, and (b) Deed of Conveyance in favour of the Apex Body, shall be borne and paid by the Apex Body and/or all the purchasers of the various premises in the buildings constructed on the Layout Land (including the Building).

13.4 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or any part thereof or of the Land or the Building or any part thereof.

13.5 The Promoter shall, after completing all the phases of the development of the Layout Land and within 3 (three) months from receipt of the full occupation certificate of the last of the buildings to be constructed on the Layout Land, convey/cause to be

conveyed to the Apex Body the Layout Land (including the Land), and such conveyance shall be in keeping with the terms, and provisions of this Agreement.

14. PHASE-WISE DEVELOPMENT OF THE LAYOUT LAND

14.1 The Purchaser acknowledges that the development of the Layout Land shall be in accordance with the scheme for development, as may be modified from time to time, in phases. Without prejudice to the generality of the foregoing, the Promoter shall be entitled to undertake and complete the construction of the above-recited proposed buildings in accordance with the sanctions, without any let, hindrance and/or objection by the Purchaser (including on the grounds of nuisance and/or inconvenience).

14.2 The Promoter is entitled to and proposes to acquire and/or develop nearby, contiguous, adjoining or adjacent lands and properties and enter into such arrangement or agreement as it may deem fit with the owners/holders thereof and amalgamate such lands and properties with the Layout Land and/or include the same in the scheme of development of the said "Dosti West County" Project in the manner the Promoter may deem fit. In view of the aforesaid, reference to the Layout Land and the said "Dosti West County" Project in this Agreement, shall be deemed to mean and include the nearby contiguous, adjacent and adjoining lands and properties acquired/may be acquired in future and construction thereon, wherever the context so permits or requires.

14.3 The Purchaser and the Society shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of the Layout Land and the infrastructure and common amenities and facilities of the Layout Land (including the Land) without creating any obstruction or interference. The Purchaser has been put to the specific notice that during the course of the development there may be (a) a temporary suspension of common amenities and facilities (b) a temporary suspension of services and utilities (c) hardship and inconvenience to the Purchaser and the Society. The Promoter shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf.

14.4 It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the Layout Land (including the Land), the Purchaser and the Society when formed will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated.

14.5 The Building and other building/s and development of the Layout Land will have provision to facilitate use/benefit of the infrastructural facilities/conveniences by the purchasers of the premises in the Building (including ingress/egress to and from the parking spaces, lift lobbies, entrance lobbies, etc.) as may be finalized by the Promoter, at its sole discretion (considering that the Layout Land is being developed as a composite project to be carried out in phases), in accordance with the applicable rules and regulations.

15. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall at his individual cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof. Apart from the above the Purchaser shall also pay to the Promoter, the Purchaser's share of stamp duty, registration charges and incidental/miscellaneous expenses on the Deed of Conveyance

of the Building/Wing in favour of the Society and on the Deed of Conveyance inter alia in respect of the Land in favour of Apex Body.

The parties hereby agree and confirm that in case the Purchaser is purchasing the Premises as an investor, the Purchaser shall be entitled to the benefit of the provision of the Proviso of Article 5 (g-a) (ii) of the Maharashtra Stamp Act, 1958 and accordingly in the event of a subsequent sale of the Premises by the Purchaser within a period of 3 (three) years from the date of this Agreement, the stamp duty payable on such subsequent sale agreement shall be adjusted against the stamp duty chargeable on this Agreement, after keeping a balance of one hundred rupees, in terms of Article 25 of the Maharashtra Stamp Act, 1958.

16. INDEMNIFICATION BY THE PURCHASER

The Purchaser shall indemnify and hold harmless, and keep indemnified and harmless the Promoter of, from and against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damage to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) the Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

17. As required under the Notification No.REA.2018/C.R.106/RR-2 dated 6th June 2019, in case the transaction being executed by this Agreement between the Promoter 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 Promoter/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

19. OVERRIDING NON OBSTANTE PROVISIONS

The Purchaser hereby acknowledges, agrees, confirms and covenants as under –

i. As a condition for the registration of the Building as a "real estate project", MahaRERA has required the Promoter to compulsorily include certain clauses/provisions that are provided in the prescribed format of the specimen agreement (including without limitation, provision requiring that the Purchaser having committed 3 defaults in payment of instalments hereunder). Although these do not appear to have any legal basis and are not acceptable to the Promoter, the Promoter has been compelled for reason aforesaid to include the same herein;

ii. Accordingly, and notwithstanding anything to the contrary contained in this Agreement, the provisions of this Agreement (including without limitation, any and all benefits, entitlements and/or rights of the Purchaser hereunder, and likewise any and all obligations, duties, liabilities and/or other responsibilities of the Promoter hereunder and/or pursuant hereto), as are included herein by virtue of this Agreement having been based on the prescribed format of the specimen agreement, shall not be enforceable against the Promoter and shall be deemed to be excluded and inoperable, and the Purchaser shall not, nor shall the Purchaser be entitled to contend

that the same or any of them are contractual obligations/liabilities undertaken by the Promoter. This is vital and fundamental condition, and forms the essential basis of this Agreement relying on which the Promoter has agreed to sell/allot the Premises in favour of the Purchaser.

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. SEVERABILITY

If any of the provisions of this Agreement shall be determined to be void or unenforceable under RERA or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable.

23. FURTHER ASSURANCES

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

24. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Purchaser.

25. NOTICES

All notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if delivered by hand, or if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

M/s. Dosti Enterprises
Lawrence & Mayo House, 01st Floor,
276, Dr. D.N. Road, Fort, Mumbai - 400001.
Notified Email ID: _____.

Name of Purchaser
_____.

Address: _____
_____.
Notified Email ID: _____.

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

26. JOINT PURCHASERS

If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several and all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address and notified email ID given by him/her which for all intents and purposes is be considered as properly served on all the purchasers.

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT TRANSFEREES

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent transferee of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

28. NO WAIVER

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

29. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably**.** In case of failure to settle the dispute amicably, it shall be referred to the appropriate authority as per the provisions of RERA.

30. GOVERNING LAW

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

b. The Permanent Account Number details of the parties is more particularly mentioned in the **Eighth Schedule** hereunder written.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

THE SECOND SCHEDULE ABOVE REFERRED TO

Part-1

(Description of the said Rental Plot)

Part-2

(Description of the Sale Plot / the Layout Land)

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Land)

THE FOURTH SCHEDULE ABOVE REFERRED TO

Part-1

(Description of the Premises)

Flat No.___, on the ___ Floor, admeasuring ____ square metres (equivalent to ___ square feet) of RERA carpet area, in Wing ___, of the said Dosti Willow Building, lying being and situate on the Land as more particularly described in Third Schedule hereinabove written, duly registered as **"Dosti West County – Phase 7 – Dosti Willow"** Project with MahaRERA authority under Certificate bearing no._____, to be constructed on the Layout Land as more particularly described in the Second Schedule herein above written.

In addition to the above, the Purchaser shall be entitled to use and enjoy on an exclusive basis ___ square metres (equivalent to ____ square feet) as Open Balcony area (which is appurtenant and attached to the Premises and accessible only from the Premises) and approved in the presently approved plans as Open Balcony.

(Description of Car Parking Space/s)

All that Car Parking space bearing number ____ for parking of ____ number of Surface/ Puzzle/ Stack Parking Space for parking of _____ (_____) Car at Basement level/ Ground floor level/ Stilt (at podium level), being constructed in the said Dosti Willow Building to be constructed on the Land as more particularly described in Third Schedule hereinabove, for the consideration of Rs._____, which is included in the Consideration of the Premises, as mentioned herein below.

Part-2

(Details of the Consideration and the manner of payment of the Consideration)

The total Consideration / Purchase Price payable by the Purchaser to the Promoter, in respect of the Premises and the Car Parking Space shall be **Rs**. _____**/- (Rupees** _____ **Only)**. The said Consideration / Purchase Price shall be paid by the Purchaser to the Promoter in the following manner, time for such payment being of the essence of contract:

Sr. No.	PAYMENT SCHEDULE	% OF TOTAL CONSIDERATION
1	On or before the execution of this Agreement for Sale.	9.00%
2	Within 20 days of the execution of this Agreement for Sale.	11.00%
3	Within 40 days of the execution of this Agreement for Sale.	10.00%
4	On completion of plinth.	5.00%
5	On or before Commencement of 2nd slab of Superstructure of the building.	5.00%
6	On or before Commencement of 6th slab of Superstructure of the building.	5.00%
7	On or before Commencement of 10th slab of Superstructure of the building.	4.00%
8	On commencement of 15th slab of Superstructure of the building.	4.00%
9	On or before Commencement of 20th slab of Superstructure of the building.	4.00%
10	On commencement of 25th slab of Superstructure of the building.	4.00%

11	On commencement of 30th slab of Superstructure of the building.	4.00%
12	On Completion of terrace slab.	5.00%
13	On Completion of Elevator Room (LMR).	5.00%
14	On Completion of wall, internal plaster/Gypsum Plaster of the said Premises.	5.00%
15	On Completion of floorings of the said Premises.	5.00%
16	On Completion of concealed sanitary fitting, elevation, terraces with waterproofing of the Wing/Tower .	5.00%
17	On Completion of the staircases, lift wells, lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain and other requirements as prescribed in the Agreement of Sale	5.00%
18	At the time of possession of the said premises.	5.00%
	TOTAL	**100%**

At the time of execution of this Agreement, out of the said Consideration/Purchase Price, an amount of **Rs.**_____**/- (Rupees** _____**Only)** has already become due and payable, out of which the Purchaser has already paid a sum of **Rs.** _____**/- (Rupees** _____ **Only)** on or before execution of this Agreement and agrees to pay the balance sum of **Rs.**_____**/- (Rupees** _____ **Only)** to the Promoter in the following manner :-

i) Rs. …….. On or before ……..
ii) Rs. …… On or before ……..
iii) Rs…….. On or before ……..
iv) Rs…….. On or before ……..
v) Rs…….. On or before ……..

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of Common Areas and Facilities)

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of Restricted Common Areas and Facilities)

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Description of the Other Charges)

THE EIGHTH SCHEDULE REFERRED TO ABOVE
(Pan details)

Name as on Pan Card	**PAN NO.**
M/s. Dosti Enterprises (Promoter)	_____
_____	_____
_____	_____
_____ (Purchaser)	_____

SIGNED AND DELIVERED by the)
within named “Promoters”)
DOSTI ENTERPRISES)
through its Authorized Signatory)
_____)
in the presence of …….)
1.....)
)
2.....)

SIGNED AND DELIVERED)
by the within named “Purchaser”)
_____)
in the presence of ……)
1.....)
)
2.....)

RECEIPT

Received from the within named Purchaser the sum of Rs._____/- (Rupees _____
Only) vide Cheque / RTGS / Credit / Debit Card (as mentioned below), being the earnest money paid to us, on or before the execution hereof:

Mode of Payment	Number	Date	Bank Name	Amount (in Rs)
Cheque / RTGS / Credit / Debit Card				
Cheque / RTGS / Credit / Debit Card				
			Total	

Rs._____/-
WE SAY RECEIVED

_____
(PROMOTER)

WITNESS:
1.

2.