AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made at Mumbai this _____day of _____in the year Two Thousand and Twenty Three,

BETWEEN

M/s. PODDAR REALTY INDIA PRIVATE LIMITED, (PAN NO. AAACR3962K) a Private Limited Company duly incorporated under the provisions of the Companies Act, 1956 and deemed to have been registered under the provisions of The Companies Act, 2013, through its Director **MR. YASH DINESH PODDAR** and having its registered office situated at Plot No. 26, Shah Industrial Estate, Opp. Anna Temple, New Link Road, Andheri West, Mumbai – 400 053, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns)of the **FIRST PART**

AND

....., age ___, an Indian Inhabitant of _____, having his / her / their address at .....; hereinafter referred to as **"the** Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s, his/her/their heirs, executors, administrators and permitted assigns; in case of a partnership firm, the partner/s for the time being of the said firm, the survivor/s and the heirs, executors and administrators of the last survivor; 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 and permitted assigns of such last surviving member of the HUF and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor/s and the heirs, executors and administrators of the last survivor and in case of a company/ body corporate, its successors and permitted assigns) of the **SECOND PART**.

WHEREAS:

(A) **WHEREAS**, by virtue of a duly adjudicated, stamped and registered Deed of Conveyance (Deemed/Unilateral) dated 19th November, 2019 executed by Mr. K. D. Jebale, the District Deputy Registrar Co-operative Societies (3), Mumbai and the Competent Authority, as per the powers conferred upon him U/s. 5A of the Maharashtra Ownership Flats, (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on behalf of (1) Mrs. Jainabai Fakir Mohammed Patel; (2) Mr. Fakir Mohamed Jainuddin Patel; (3) Mr. Adam Jainnuddin Patel; and (4) Mr. Hirabai Jainnuddin, therein collectively referred to as “the

Vendors" of the First Part and also on behalf of (5) M/s. Malkani Construction Company, therein referred to as "the Confirming Party" of the Second Part; and (6) M/s. Bhuvaneshwari Builders, therein referred to as "the Developers" of the Third Part in favour of Venus Co-operative Housing Society Limited (Formerly known as Bin-Bin Co-operative Housing Society Limited, therein referred to as "the Society" of the Fourth Part (i.e. the Society herein), the said District Deputy Registrar Co-operative Societies (3), Mumbai and the Competent Authority have duly conveyed, granted and assigned to, unto & in favor of the Society herein, all the ownership right, title and interest, to and in respect of a Plot of Land, admeasuring 423.86 sq. meters coupled with the proportionated set back area benefits to the extent of 96.89 sq. meters affected under D. P. Road, bearing Survey No. 11, Hissa No. 3 (Part) and City Survey No. 260A & 262, 262/1 to 6 (Part) of Village - Mogra, Taluka - Andheri, District - M.S.D., situated at Natwar Nagar Road No 5, Jogeshwari East, Mumbai - 400 060, (hereinafter referred as "**THE SAID PLOT OF LAND**") within the limits of Municipal Corporation of Greater Mumbai and more particularly described in the **FIRST SCHEDULE** hereunder written;

(B) **AND WHEREAS**, by virtue of a duly adjudicated, stamped and registered Deed of Rectification dated 15th March 2022 bearing Registration No. BADAR/18/4725/2022, Mr. Kailash Jable, the District Deputy Registrar Co-operative Societies (3), Mumbai and the Competent Authority have duly rectified the area of the said Plot of Land from 423.86 sq. meters to 509.78 sq. meters and other

typographical errors in the said Deed of Conveyance (Deemed/Unilateral) dated 19th November, 2019.

(C) **AND WHEREAS**, the then developer had constructed the building known as "BIN BIN APARTMENT" comprising of 1 (ONE) wing consisting of Ground plus Four (G+4) upper floors having total 20 flats on the portion of the said property viz. all that piece and parcel of land bearing CTS No. 260/A, CTS No. 262, 262/1 to 6, admeasuring 509.78 sq. mtrs. coupled with the proportionate set back area benefits to the extent of 96.89 sq. meters, of Village - Mogra, Taluka - Andheri in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situate, lying and being at Natwar Nagar, Road No. 5, Jogeshwari (East), Mumbai-400 060 and had sold and handed over the possession of all the flats on ownership basis by executing necessary Agreements in favour of the residential flat purchasers as per the provisions of Maharashtra Ownership of Flat Act, 1963;

(D) **AND WHEREAS**, all those 20 residential flat purchasers in the said Old Building have formed a Co-operative Society in the name and style of Venus Co-operative Housing Society Limited (Formerly known as the Bin-Bin Co-operative Housing Society Limited) i.e. the Society herein and have registered the same under the provisions of the Maharashtra Co-operative Societies Act, 1960.

(E) **AND WHEREAS**, by virtue of aforesaid registered Deed of Conveyance (Deemed/Unilateral) dated 19th November, 2019 as well as Rectification Deed of Conveyance dated 15th March, 2022 and/or otherwise also the said Society is absolute owner, seized

and possessed of and/or well and sufficiently entitled to the said Society Property;

(F) **AND WHEREAS**, the construction of the said Old Building was completed somewhere in the year 1986 and because of normal wear and tear, the cement plaster has become loose and cracks have developed and the said Old Building is in a dilapidated condition and requires extensive urgent structural repairs and the expenses that may be required to be incurred for repairing the said Old Building will be exorbitant and not affordable to the said Society, therefore a Special General Body Meeting of the said Society was held on 12th January, 2012, whereby the said Society and each of its Existing Members present in the said meeting have unanimously resolved to appoint a consultant who could guide the Managing Committee for redevelopment process

(G) As per the Development Control Regulations for Greater Mumbai, 2034 and policy of MCGM the said property described in the Schedule hereunder written has the capacity of consuming Floor Space Index in respect of the said property permissible FSI shall be on gross plot area as per redevelopment of housing Society or by Lessee or by the Developer in accordance with the provisions of the Development Control Regulations, 2034 (herein after referred to as the said FSI).

(H) **AND WHEREAS**, in the Special General Body Meeting held on 29th December 2021 all the Existing Members of the said Society have unanimously accepted the Final Offer Letter dated 27th December 2021 of the Developers herein and have unanimously

selected the Developers herein as the developer for the redevelopment of the said Society Property.

(I) The Society decided to entrust the work of development of the said property to the Developers subject to various terms, conditions and accordingly, decided to sign and execute Development Agreement in favour of the Developers wherein the Developers are to carry out and/or fulfill various obligations, including sanctioning of the building plans, obtaining of the FSI;

(J) By and under a Development Agreement dated 31st March, 2022 registered under Serial No. बदर-17-6767-2022 dated 30th May 2022, the Developers herein had obtained the development rights of ALL THOSE PIECES AND PARCELS OF LAND bearing CTS No. 260/A, 262, 262/1 to 6, (Now known as CTS No. 260/A/2), admeasuring 509.78 sq. mts. or thereabouts coupled with set back area benefits to the extent of 96.89 sq. mts. as per the Property Cards, lying and being at Village – Mogra, Taluka – Andheri, District – MSD and situated at Natwar Nagar Road No. 5, Jogeshwari East, Mumbai – 400 060 along with the Venus (Formerly Bin Bin) Building standing thereon for valid consideration and on the terms and conditions as recorded in the said Development Agreement.

(K) Pursuant to the said Agreement for Development Dt. 31/03/2022 the the Society i.e, Venus Co-op. Housing Society Ltd, have also executed a Power of Attorney dated Dt. 07/06/2022 in favour of the said Developers with respect to the development of the said Property. The said Power of Attorney is also registered with Sub-

Registrar of Assurances, Bandra Taluka, Mumbai on 07/06/2022 under Sr. No. BDR17-7564-2022.

(L) Inadvertently, after execution and registration of the aforesaid Principal Development Agreement, it was mutually agreed between the Parties herein to avail the entire Additional FSI benefit which is available as and by way of Incentive Additional Buildable Area for the redevelopment of the old housing societies, as per the provisions of 33 (7) (B) of DCPR, 2034;

(M) AND WHEREAS, as per the provisions of 33 (7) (B) of DCPR, 2034, total 35% of the existing Carpet Area of the old flats of each of the Existing Members of the said Society can be utilized as Incentive Additional Buildable Area;

(N) In view thereof a Supplementary cum Rectification Development Agreement dated 14th October, 2022 was executed and registered under Serial No. बदर-17-14799-2022 dated 14th November, 2022 to include/rectify the aforesaid provision and also to revised the additional area to be given to the members of the Venus Co-operative Housing Society Limited;

(O) The aforesaid Development Agreement dt. 31/03/2022, Deed of Supplementary Cum Rectification dated 14/10/2022 and the Power of Attorney dt. 07/06/2022 executed in favour of the Developers herein by the said Society and its member/s are still valid and subsisting.

(P) AND WHEREAS the Developers are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

(Q) AND WHEREAS Society is in possession of the Project Land.

(R) AND WHEREAS the Developers has proposed to construct on the project land one building consisting of stilt+10 upper floors.

(S) The Developers herein have acquired Transfer of Development Rights (i.e. T.D.R.) for developing the said property and construction of a building consisting of stilt+10 upper floors.

(T) MCGM has sanctioned the plans for construction of the New Building and has issued the Intimation of Disapproval/Amended Approvals ("IOD/Amended Approval") and Commencement Certificate/s ("CC") in respect thereof as per the details more particularly mentioned in the Second Schedule hereunder written. Copy of the said IOD/Amended Approval and the CC are annexed hereto and marked as **Annexure "A"** and **Annexure "B"** respectively.

(U) The Redevelopment and the construction of the said Building to be known as **"VENUS"** is proposed and registered as a real estate project by the Developers **("the Real Estate Project")** with the Maharashtra Real Estate Regulatory Authority **("Authority")**, under the provisions of the Real Estate (Regulation and Development) Act 2016 **("RERA")** read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on

Website) Rules, 2017 **("RERA Rules").** The Authority has duly issued the Certificate of Registration bearing No. _____ dated for the Real Estate Project. Copy of the aforesaid certificate is annexed and marked hereto as **Annexure "C"**

(V) A copy of the Property Register Cards in respect of the said Land is annexed as **Annexure "D"** hereto.

(W) The copy of Certificate of Title issued by Mr. S P Pandey, Advocate of the Developer showing the nature of title of the Developers to the said property in the Title Certificate dated 24th June 2022 ("the said Title Certificate"). A copy of the said Title Certificate is annexed hereto and marked as **Annexure "E"**

(X) The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(Y) The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project and the Developer accept the professional supervision of the Architect and the Structural Engineer till the completion of the Real Estate Project. It is however clarified that the Developer is entitled to appoint any other licensed architects / surveyors and/or structural engineers in place of them, if so desired by the Developer till the completion of the Real Estate Project and the Allottee/s accept/s the professional supervisions of the appointed project Architect and project Engineer (including substitutes / replacements thereof) till completion of the Real Estate Project.

(Z) By virtue of the Development Agreement dt. 31/03/2022, Deed of Supplementary Cum Rectification dated 14/10/2022 and the Power of Attorney dt. 07/06/2022 (as mentioned hereinabove) the Developer has sole and exclusive right to sell and enter into Agreement/s for the flats and the area that is available for free sale in respect of the proposed building to be constructed on the said property without any restriction from the Society at or for the price and on the terms and conditions the Developers may deem fit and proper to the prospective buyers.

(AA) On demand from the Allottee/s, the Developer has given inspection to the Allottee/s of all the documents of title relating to the project, the lay out plan, typical floor plans, designs and specifications prepared by the Developer's Architects MR. KALPESH JAIN of M/s. K N Arquitectura and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter

referred to as **"the said Act"**) and the Rules and Regulations made thereunder;

(AB) AND WHEREAS while sanctioning the said plans concerned Special Planning authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(AC) The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(AD) AND WHEREAS the Allottee/s has approached to the Developers for allotment of an Flat No. _____ on _____ Floor in the said Project,

(AE) AND WHEREAS the carpet area of the said Flat is _____ Sq. Feet The term “carpet area” means the the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

(AF) AND WHEREAS 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.

(AG) AND WHEREAS, prior to the execution of these presents the Allotte has paid to the Developer a sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the Flat agreed to be sold by the Developer to the Allotee as advance payment (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(AH) Under Section 13 of the RERA, the Developers are required to execute a written Agreement for sale of the said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

(AI) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developers hereby agree to sell and the Allottee/s hereby agrees to purchase the said Flat and the parking (if applicable) in the manner set out hereinbelow.

(AJ) The copies of the following are annexed hereto and marked as follows:

Annexure "A"	Copy of IOD
Annexure "B"	Copy of Commencement Certificate
Annexure "C"	Copy of the RERA Registration Certificate
Annexure "D"	Copies of the Property Register Cards of the said Land
Annexure "E"	Copy of the said Title Certificate
Annexure "F"	Copy of the floor plan of the said Flat
Annexure "G"	Copy of the NOC by Mortgagee Bank/Financial Institution, if applicable

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

1. RECITALS:

The above Recitals form an integral part of this Agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended to be read or interpreted in derogation of RERA or Rules framed thereunder.

2. PURCHASE OF THE SAID PREMISES AND SALE CONSIDERATION:

2.1 The Developer shall construct the Project known as **"VENUS",** consisting of Stilt + 10 Upper Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement. Except any alteration or addition required by any Government authorities or due to change in law, or changes made to exploit the full potential of the said Land or, any change as contemplated by any of the disclosures already made to the Allottee/s herein. Provided further that the Developer shall have to obtained Allottee/s prior consent for entitled to make modifications, variations, additions or alterations as may be deemed fit by the Developer from time to time or in the said Flat as may be required by the Developer or the concerned authorities or as may be necessary due to architectural and structural requirements.

2.2 The Allottee/s hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the

Allottee/s, the said Flat No. _____ of RERA Carpet Area admeasuring _____Sq. Feet on _____ Floor in the building **"VENUS"** (hereinafter referred to as "the Flat") as shown is shown in red colour hatch lines on the floor plan annexed hereto and marked as **Annexure "F"** for the Sale Consideration of Rs. _____/- (Rupees _____ Only) (inclusive of balconies, staircase, passage and _____ Parking Space)

2.3 The Developers have agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase from the Developers the said Flat on the basis of the RERA carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Developers is agreed on the basis of the RERA carpet area of the said Flat.

2.4 The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment and hereby agrees to pay to the Developer Total Consideration amount of Rs. _____/- (Rupees _____Only) in the following manner:

1.	Rs.	30% on Completion of Plinth
2.	Rs.	4 % On casting of the First slab.
3.	Rs	4 % On casting of the Second slab.
4.	Rs.	4 % On casting of the Third slab.
5.	Rs	4 % On casting of the Fourth slab.
6.	Rs.	4 % On casting of the Fifth slab.

7.	Rs	4 % On casting of the Sixth slab.
8.	Rs.	4 % On casting of the Seventh slab.
9.	Rs	4 % On casting of the Eighth slab.
10.	Rs.	4 % On casting of the Nineth slab
11.	Rs	4 % On casting of the Tenth slab
12.	Rs.	5 % On Completion of Walls, internal plaster, floorings, doors and windows of the said flat
13.	Rs	5 % On Completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat
14.	Rs.	5% On Completion of external plumbing and external plaster, elevation, terraces with water proofing of the said building or wing in which the said flat is located
15.	Rs.	10% on completion of lifts, water pumps, electrical fittings, electromechanical and environment requirement, entrance lobby/s, plinth protection, paving of areas etc
16.	Rs.	5% Being full and final consideration against possession/ occupation of the new Flat
	Rs.	**Total**

2.5 The Developer shall issue Demand Letter to the Allottees intimating the Allottees about the stage-wise payment due as detailed in clause 2.4 (the payment at each stage is individually referred to as "the Instalment" and collectively referred to as "the Instalments"). The Allottee/s shall be

bound and obligated to pay to the Developer the Instalment Amount within 7 (seven) days of the Developer making a demand for the payment of the Instalment, time being the essence of the contract.

2.6 The payment of the Sale Consideration and Other Charges, taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement (time being the essence). The Developers have agreed to allot and sell the said Flat to the Allottee/s at the Sale Consideration inter-alia upon the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings in accordance with this Agreement.

2.7 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Flat together with right to the common areas, amenities and facilities in the Project including the Real Estate Project Amenities ("Other Charges") set out in the Part A and the Part B of the Third Schedule. The Allottee/s / the other allottees of the Real Estate Project are liable to bear and pay the Other Charges as set out in the Part A and the Part B of the Third Schedule. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Flat. The changes, if any, in the Other Charges as

set out in the Part A and the Part B of the Third Schedule shall be intimated by the Developer to the Allottee/s on or before handing over possession of the said Flat to the Allottee/s. The heads of the Other Charges as set out in the Part A and the Part B of the Third Schedule are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the abovementioned other charges / amounts as the Developer may indicate to the Allottee/s, without any delay or demur. The Allottee/s and unconditionally agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Flat.

2.8 The Sale Consideration and the Other Charges above excludes taxes including but not limited to Goods and Service Tax, Property Tax, Swatch Bharat Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or the said Flat and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone and the Developers shall not be liable to bear or pay the same or any part thereof. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under

this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat and/or the said Car Parking Space (as defined hereunder), shall be borne and paid by the Allottee/s alone and the Developers shall not be liable to bear or pay the same or any part thereof.

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

2.10 The Developer shall confirm the final RERA carpet area of the said Flat that has been allotted to the Allottee/s after the construction of the New Building is completed and the occupancy certificate for the same has been granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of +/- 3% (plus or minus three percent). The consideration payable for the RERA carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the RERA carpet area within the defined limit then

Developers shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the RERA carpet area allotted to the Allottee/s, the Developers shall demand additional Sale Consideration from the Allottee/s as per the next milestone of the stage-wise payment due as detailed in the Third Schedule. All these monetary adjustments shall be made at the same rate per square meters as agreed under this Agreement.

2.11 It is hereby agreed between the Parties hereto that the measurements of the final RERA carpet areas as aforesaid shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee/s alone. After the possession of the said Flat is handed over to the Allottee/s, the Allottee/s shall have no dispute or claim of whatsoever nature with regard to the said Flat or otherwise against the Developers.

2.12 The Allottee/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Developers, firstly to the interest (if any,

discharge of any damages,), secondly towards taxes/statutory charges payable/reimbursable (if any) by the Allottee/s (as per the provisions of this Agreement) and lastly towards the principal amount payable by the Allottee/s. It will be the sole discretion of the Developer to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Developers. The rights of the Developer under this clause are without prejudice to the rights and remedies of the Developers under this Agreement and in law including the right to terminate this Agreement.

2.13 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Developer set out in the Second Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Flat, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Developer through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Developer more particularly mentioned in the Second Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Second Schedule shall not be treated as payment towards Sale Consideration in respect of the said Flat. The

Developer shall be entitled to change the account (as set out in the Second Schedule) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

2.14 The Developer shall have a first and prior charge on the said Flat with respect to any amounts due and payable by the Allottee/s to the Developer under this Agreement.

2.15 Further, the Allottee/s making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Developer in the prescribed Form 16B for the same within the statutory period. In the event of any error committed by the Allottee/s while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The credit for the TDS amount deposited by the Allottee/s / bank / financial institution will be given to the Allottee/s only upon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fails to produce the original TDS Certificates for all the payments made by the Allottee/s at

the time of handing over possession of the said Flat or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Developer such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Developer to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Flat. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Developer shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Developers on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnify(ies) the Developers from all such costs, expenses, penalties interest, losses and damages as may be suffered by the Developers.

2.16 The Allottee/s agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Developer, then without prejudice to any other rights or remedies available with the Developers under this Agreement and in law, the Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment)

against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Developers.

2.17 The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due, without any demands of rebate on the advance payments made by the Allottee/s towards the Sale Consideration.

3. DISCLOSURES AND TITLE:

3.1 The Allottee/s hereby declares and confirms that prior to the execution of this Agreement, the Developers have made full and complete disclosure of their right, title and interest in the Real Estate Project and the Allottee has/have satisfied himself / herself / themselves of the particulars and disclosures, including the following:

(i) Nature of the right, title and interest of the Developers to the development of the Real Estate Project and the encumbrances thereon;

(ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project and the floor plan of the said Flat.

(iii) FSI utilized and/or to be utilized in the Real Estate Project.

(iv) The nature of the organization to be constituted of the allottees of the premises/Flats in the Real Estate Project.

(v) The approvals to be obtained, in relation to the Real Estate Project;

(vi) Nature of responsibilities of the Developers and Allottee/s under this Agreement;

(vii) The various amounts and deposits that are to be paid by the Allottee including the Sale Consideration, Other Charges (as defined below), taxes, maintenance and outgoings.

3.2 The Developers would be entitled to aggregate any contiguous land parcel with the development of the Larger Land/said Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.

3.3 The Allottee/s further confirms and warrants that the

Allottee/s has independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirms that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title and interest of the Developers in respect of the Real Estate Project and doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Flat based on the terms and conditions stated hereunder and that the Developers shall not be held liable for anything not stated in this Agreement.

3.4 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Flat agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges (as defined below), taxes, maintenance and outgoings payable in pursuance hereof to the Developers in accordance with this Agreement and only on the Allottee performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

3.5 The Allottee/s agree that in the event of any change in plan due to statutory requirements or otherwise, the Developers shall have option to allot any other Flat /premises, of the same area mentioned in this Agreement, in lieu of the said Flat hereby agreed to be sold. Provided that Sale Consideration shall be adjusted at the same rate as agreed herein.

4. PARKING SPACES

4.1 The Developer has agreed to provide for the exclusive use of the Allottee/s with the said Flat, car parking space in the Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) as more particularly set out in the **Second Schedule** hereunder written (hereinafter referred to as "**said Car Parking Space**"). It is clarified that the car parking spaces of the Real Estate Project shall be comprised in the Basement Parking Spaces and Stilt Parking Spaces (hereinafter collectively referred to as "**the Parking Spaces**"). The Allottee/s agrees and acknowledges that:

(i) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Developer and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Developer.

(ii) The Developer shall identify and allocate the said Car Parking Space simultaneously with offering possession of the said Flat. The decision of the Developer with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby agrees for the same and undertakes not to dispute such allocation, the size, location and type of arrangement and / or for any reason whatsoever at any time in future.

(iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the Car Parking Space will

tantamount material breach of the terms of this Agreement. For such breach, the Developer shall have the right inter-alia to levy such penalty or take such action as they may deem fit.

(iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Developer or the Society / the Societies from time to time.

(v) The Developer hereby clarifies that the robotic/automated/ mechanical Car Parking System are purchased from third party vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Developer and / or its affiliates or their successors in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Developer to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society / the Societies of allottees, whichever is earlier. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Flat and/or the Car Parking Space for any reason whatsoever.

4.2 The Allottee/s is aware that just as the said Car Parking Space will be for his/her/its exclusive use, similar exclusive usage right of the respective parking space/s to other allottee/s of the premises in the New Building shall be granted by the Developer and the same shall be binding on the Allottee/s, his nominees and assigns. The details of the allocation of the parking spaces will be handed over to the Society (defined hereunder), as and when formed. The Allottee/s shall cause the Society to ratify the parking permission/allocation in favour of the Allottee/s and further that the Allottee/s shall not cause the Society to the change the allocation of parking spaces of other allottee/s. The Allottee/s shall be permitted to use the said Car Parking Space, subject to the rules and regulations of the Society.

5. RIGHTS AND ENTITLEMENTS OF THE DEVELOPERS:

5.1 The Developer hereby declare that the Developer proposes to utilize the Full Potential FSI on the Developable Land to construct the New Building by availing of Transferable Development Rights ("**TDR**") or FSI available on payment

of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the Real Estate Project. The Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Developer by utilizing the aforesaid proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only.

5.2 The Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Flat to the Allottee/s. The Developer contemplates to complete and provide the Real Estate Project Amenities only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof. The Developer reserves their rights to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities, for which the Allottee/s hereby confirms such right of the Developer and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Real Estate Project Amenities shall form part of the New Building, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Developer and / or the Society / the Societies, from time to time.

5.3 The Developers shall be entitled to club, amalgamate the

development/redevelopment of the said Land with adjacent/adjoining properties or any other properties. The same may be taken as a common integrated layout with the said Land/Developable Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Developers shall be entitled to take steps including but not limited to following:

(i) Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, land composition and land mix.

(ii) Float FSI/TDR from the Larger Land onto the other land / properties and / or from the other land / properties onto the said Land/Developable Land and undertake consequent construction, development, sale, marketing and alienation.

(iii) Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.

(iv) Provide common access and entry and exit points to and from the said Land/Developable Land (or part thereof) and the other properties, which may be used in common by the allottees/occupants of premises/Flat constructed on the said Land/Developable Land (or part thereof) and the balance portion of the said Land/Developable Land and other properties.

(v) Upon such acquisition, clubbing or amalgamation of other lands / properties the magnitude and scope of the Real Estate Project and / or the said and/Developable Land shall vary and modify in accordance with the actual acquisition of other lands / properties /projects.

5.4 The Developer shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

5.5 All the revenues generated of any nature whatsoever from the Real Estate Project including from the Real Estate Project Amenities till the date of handing over management and maintenance of the Real Estate Project to the Society / the Societies shall solely belong to the Developers, and neither the Allottee/s nor the Society / the Societies and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Developers.

5.6 The Allottee/s agrees that the Developers shall be entitled to amend the sanctioned/proposed plans in order to utilise the

maximum development potential (present/future) of the said Land, in accordance with the plans as may be approved by the MCGM, but without altering the location, area and internal amenities of the said Flat agreed to be acquired the Allottee/s under this Agreement.

5.7 The Allottee/s agrees that the Developers shall be entitled to deal with, sell or otherwise dispose of any part of the New Building on the Developable Land and to permit the same to be utilised for any purpose and shall be entitled to obtain change in user thereof at the sole discretion of the Developer.

5.8 The Allottee/s agrees that the Developers shall be entitled to construct any additional floor/s and/or facility as may be permitted under the applicable law and as per the sanctioned plans.

5.9 The Allottee/s agrees that the Developers shall be entitled to construct a temporary structures including any site offices/ show flats/ site lounges within the Real Estate Project in connection to the development of the said Land / Developable Land and to access/use the same anytime without any restrictions whatsoever including to use any of the premises constructed in the New Building as sample flat/show flat for representational purposes until the development of the said Land and/or adjoining lands, if any, is completed in all respects.

5.10 The Allottee/s agrees that the Developers shall be entitled to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in the Real Estate Project and all its right, title and interest therein.

5.11 The Allottee/s agrees that the Developers shall be entitled to put signage/boards to reflect the name of 'PODDAR'/ 'PODDAR GROUP' (and/or any other brand name the Developer is entitled/permitted to use or as desired by the Developer) on the façade, terrace, compound wall and/or any other part/location of the Real Estate Project, as the Developer in its sole, absolute and unfettered discretion may deem fit. The Developers shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever within the said Land. The Developers shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Developers from time to time, in perpetuity in the form of Neon Signs, illuminated/ non-illuminated boards, MS Letters, and Vinyl & Sun Boards or any other form (**"Sign Board"**) on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and

shall be entitled to all the revenues arising from the same. The Developers or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee/s or the Society / the Societies of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Allottee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Developer. The Developers has and shall continue to have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Developers shall not be liable to pay any fees, charges or moneys for the same to the Society / the Societies. The Developer shall have an license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as an 'Chandak Group' project.

5.12 In the event of the Society being formed and registered before the sale and disposal by the Developer of all the premises in the Real Estate Project, the power and authority of the Society so formed or that of the Allottee/s and the allottee/s of other premises in the Real Estate Project shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and, in particular, the Developer shall have the absolute authority and control as regards the unsold premises, un-allotted/unassigned car parking spaces and the disposal/allocation thereof.

5.13 If at any time before or during the currency of the development of the said Land/Developable Land, any part of the same is taken over by the government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Developer is required to hand over that area, then in that case the Allottee/s 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 or grant of any incentive FSI (which will be over and above the declared/disclosed aggregate FSI), the Allottee/s shall not have any claim on the same and the same shall vest in and belong solely to the Developer.

Similarly, if in case the Developer is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Developer develops the same, whether or not the same forms a part of the said Land/Developable Land and in that case if on account of such development of the same, MCGM or any other authority rewards any benefit whether monetary or otherwise, the Allottee/s agrees that the Allottee/s shall not have any sort of claim on the same and the same shall vest in and belong solely to the Developer.

6. DELAYS AND TERMINATION:

6.1 If the Developer fails to abide by the time schedule for completion and offering of the said Flat to the Allottee/s on/or before the Possession Date (as defined below), subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either:

(i) Call upon the Developers by giving a written notice by courier or E-mail or Registered Post A.D. ("**RPAD**") at the address provided by the Developers ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering the possession of the said Flat.

OR

(ii) Terminate this Agreement by giving written notice to the Developers by RPAD at the address provided by the Developers ("**Allottee/s Termination Notice**"). Except for the failure of the Developer to offer the possession of the said Flat on or about the Possession Date (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Developers, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Developers, the Developers shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Flat and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s the balance amounts already received by the Developers under this Agreement with interest thereon at the

Interest Rate to be computed from the date the Developers received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid simultaneously with the Allottee/s executing and registering a deed of cancellation of this Agreement. On such repayment of the amounts payable by the Developers (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Developers and/or the said Flat and/orthe Car Parking Space and the Developers shall be entitled to deal with and/or dispose-off the said Flat and/or the Car Parking Space in the manner it deems fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever. It is agreed and clarified that the Developers are not and shall not in any way be liable for the payment of any loans taken by the Allottees from any banks and / or financial institutions or otherwise for purchasing the said Flat. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (fifteen) days from the date of the Developers receiving the Allottee/s Termination Notice, the Developers shall cease to be liable to pay any interest thereafter to the Allottee/s and the Developers shall be at liberty to sell and transfer the said Flat and assign the Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Developer may deem fit in its sole discretion. In case the Allottee/s elects his remedy under Clause 6.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 6.1(ii) above and vice-versa, save and except as deemed fit by the Developer.

6.2 If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee/s to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Developers interest at the Interest Rate, on all and any such delayed payments computed from the date of the Demand and Tax Invoice till the date such amounts are fully and finally paid together with the interest thereon at the Interest rate.

6.3 Without prejudice to the right of the Developers to charge interest at the Interest Rate and any other rights and remedies available to the Developers, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developers under this Agreement (including but not limited to his/her/its

proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) and on the Allottee/s committing 3 (three) defaults of payment of installments, or breach of any of the provisions of this Agreement, the Developers shall at its own option be entitled to terminate this Agreement. Provided that, Developers shall give notice of 15 (fifteen) days in writing to the Allottee/s, by RPAD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach/s mentioned by the Developers within the period of aforesaid notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/s (subject to adjustments and recovery of the said Deductions [*as defined hereinbelow*] or any other amounts which may be payable to the Developer) within the period of 30 (thirty) days of the termination, the instalments of Sale Consideration in respect of the said Flat which may till then have been paid by the Allottee to the Developer.

6.4 Simultaneously with the termination of this Agreement and prior to refund of the Sale Consideration, if any, as aforesaid, the Allottee/s shall, without demanding any money, execute and register, the deed of cancellation or such other documents (as may be required by the Developers) ("**Deeds**") in respect of the said Flat confirming the termination in the form and manner as may be required by the Developers. The Allottee/s shall execute and register the above Deeds within 15 (fifteen) days of the receipt of intimation from the Developers which shall be prior to refund of the Sale Consideration, if any, as aforesaid by the Developer and shall return all the original documents with regards to this transaction including *inter alia* this Agreement to the Developer. The Parties further confirm that any delay or default in execution / registration or non-execution of the Deeds shall not prejudice the cancellation, the Developers' right to terminate this Agreement and / or adjust and recover the said Deductions and the Developers right to sell/transfer the said Flat including but not limited to Car Parking Space, if any, to any third party (as set out below).

6.5 Further, upon the termination of this Agreement by the Developer, the Allottee/s shall cease to have any right, title and / or interest in the said Flat and / or the said Car Parking Space, if any, and the Developers shall be entitled to deal with and/or dispose of or alienate the said Flat and the said

Car Parking Space, if any, in the manner as the Developers may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner whatsoever. Also, the Developers shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("**Pre- Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Developers, (b) brokerage, if any, paid by the Developers to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Flat up to the date of the Developers' Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by it/him/her/them, I amount of stamp duty and registration charges and expenses and/or any other administrative charges incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of pre-EMI interest paid and /or payable by the Developer (in their discretion), if any, to the lending bank/financial institution, (g) any amount/ interest reimbursed by Developers to the Allottee/s, (h) in case the Allottee/s has availed any loan against mortgage of the said Flat, then all amounts disbursed by the lending Bank/Financial Institution to the Developers, which amounts may be refunded by the Developers (in their discretion), if any, to such lending bank/financial Institution directly.

6.6 Further, upon termination of this Agreement, the Developers shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

6.7 The Allottee/s waives his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deduction is reasonable considering the consequent hardship and inconvenience that would be caused to the Developers. The understanding arrived at in this Clause forms the material and fundamental basis on which the Developers have agreed to sell the said Flat to the Allottee/s.

6.8 Without prejudice to rights and remedies available to the Developers under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Flat with NOC of the Developers and this Agreement is terminated by either party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other

outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc., and that the bank/financial institution shall have no recourse against the Developers or the said Flat.

6.9 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Flat and termination of this Agreement, the Developers shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.

6.10 The Developers herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi- Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Developers, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.

6.11 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Developers shall not be responsible for the same.

7. FACILITY MANAGER/S / UTILITY PROVIDER/S:

7.1 The Developer shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("**Utility Providers**") i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("**Utilities**") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Developer and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Developers are obligated / liable to provide all or any of the Utilities whether or not the Developers have entered into agreements / arrangements with any person, or otherwise

the Developers are in a position to provide all Utilities or any of them.

7.2 The Developer shall have the right to undertake, upkeep and maintenance of the Real Estate Project including for the Real Estate Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project including for the Real Estate Project Amenities ("**Services**") in full or in part and such decision shall be final and binding upon the Allottee/s ("**Facility Manager/s**"). The tenure of Facility Manager/s shall be until the Developer offer to hand over the management and maintenance of the Real Estate Project to the Society / the Societies and/or until such other period as may be decided by the Developer . Upon handing over management and maintenance of the Real Estate Project to the Society / the Societies, the Society / the Societies shall be entitled to undertake the management and maintenance of the Real Estate Project including the Real Estate Project Amenities. The Developer may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the Real Estate Project Amenities and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

7.3 The Developer shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Developer shall also be entitled to designate any space in the Real Estate Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project.

7.4 Notwithstanding any other provision of this Agreement, the Developer has right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Developer has the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the premises comprised in the Real Estate Project in the manner as may

be determined by the Developer. Such charges would be levied on the basis of the Total Area of the said Flat and the Allottee/s agrees that it/he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Developer or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Developer. The cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s of the premises in the Real Estate Project alone.

7.5 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and the Real Estate Project Amenities.

7.6 Upon formation of the Society / the Societies and handing over of the management of the operation and maintenance of the Real Estate Project to the Society / the Societies, the Developer shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society / the Societies by executing necessary deeds and documents with the Society / the Societies. The Developer shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.

7.7 Any management fees / service charges payable to the Facility Manager/sand the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project.

7.8 The Developers have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Developers shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Developers shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.

8. **POSSESSION:**

The Developer shall endeavor to complete the construction of the said Flat and obtain the part / full Occupation Certificate from the Slum Rehabilitation Authority/MCGM and/or the concerned authority, in respect of the said Flat on or about the date as more particularly mentioned in the **Second Schedule** hereunder written ("**Possession Date**"), subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of any of the following factors ("**Force Majeure Events**"):

(i) War, civil commotion, fire, flood, drought, cyclone, earthquake or act of God; and

(ii) Any notice, order, rule, notification of the Government and/or other public or statutory authority or competent authority/court/tribunal/ high power committee etc.

9. **PROCEDURE FOR TAKING POSSESSION:**

9.1 Upon obtaining the Part/Full occupancy certificate from the competent authority in respect of the said Flat and upon payment made by the Allottee/s as per this Agreement, the Developer shall offer in writing to the Allottee/s to take the possession of the said Flat, within 15 (fifteen) days from the date of issue of such notice and the Developer shall give possession of the said Flat to the Allottee/s ("**Possession Notice**"). The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Developer from the date of Possession Notice. The Developer on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the said Flat. The Allottee/s shall take possession of the said Flat within 15 (fifteen) days from the date of the Possession Notice. The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Real Estate Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc., by the Allottee/s or other allottee/s of the premises therein and/or their failing to

comply with their obligations under this Agreement/their respective agreements.

9.2 Upon receiving the Possession Notice from the Developer as agreed above, the Allottee/s shall take possession of the said Flat from the Developer by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Flat to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Flat within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e. in proportion to the Total Area of the said Flat from the Possession Notice, including inter-alia, local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project, as per the terms provided herein. Until the Society / the Societies is / are formed and the management and maintenance thereof is offered to the Society / the Societies, the Allottee/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developer at its sole discretion.

9.3 The Allottee/s shall, before delivery of possession of the said Flat in accordance with this Clause, pay to the Developers such amounts as mentioned in the Part A and the Part B of the Third Schedule. The amounts mentioned in the Part A of the Third Schedule shall not be accountable by the Developers. The amounts mentioned in the Part B of the Third Schedule shall be accounted only to the Society / the Societies of the allottees / the purchasers of the premises in the Real Estate Project and not to the Allottee/s individually and shall not carry any interest. The interest if any on such amounts shall solely be the entitlement of the Developers. The Other Charges are tentative and are liable to be revised by the Developer. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Part A and the Part B of the Third Schedule, to the bank account of the Developers, as detailed in the Third Schedule hereunder written or as may be prescribed by the Developers. The Allottee/s shall bear and pay (or reimburse to the Developer), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges payable by the Allottee/s in accordance with this Agreement.

9.4 Upon taking possession of the said Flat, the Allottee/s may

undertake fit out/renovation works of the said Flat and for the said purposes, the following terms will be applicable:

(i) the Allottee/s shall undertake fit out/renovation works of the said Flat at his/her/its own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Developer ("**Fit Out Guidelines**") (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Developer/Society/competent authority (as the case maybe). For the purpose of NOC, the Allottee/s shall submit to the Developer/Society, (as the case maybe), the complete plans/drawings with all specifications (certified by a certified structural engineer appointed by the Allottee/s) before starting fit-out/ renovation works.

(ii) The Developer shall be entitled though not obliged to inspect all fit-out works /renovation works carried out by the Allottee/s. In the event the Developer finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful to the said Flat or to the adjoining premises or to the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Developer can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said Flat to its original condition at the Allottee/s costs and expenses.

(iii) The Allottee/s shall on completion of the fit out/renovation works in the said Flat, submit to the Developer without delay, a completion letter stating therein that the fit out/renovation works in the said Flat have been carried out in accordance with the plans/drawings submitted to the Developer/Society (and approved) and the Developer's/Society's NOC as aforesaid.

(iv) Neither the Allottee/s nor his architects/contractors/interior designers, while carrying out fit out/renovation works in the said Flat, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Premises / exterior walls / adjoining premises / RCC structure / columns / beams / the said Building. In particular, the RCC members/walls should not be punctured, altered,

shifted or damaged under any circumstances.

Without prejudice to the rights of the Developers herein, nothing contained in this Clause 9.4 shall hold the Developers liable towards the acts of the Allottee/s, for the carrying out the fit-out works; and it shall be the sole liability and responsibility of the Allottee/s towards the fit-out works to be carried out as per the Fit-Out Guidelines.

10. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAIDPREMISES:

10.1 Upon receiving the Possession Notice, the Allottee/s shall take possession of the said Flat, within the period as set out in the Possession Notice, from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall handover possession of the said Flat to the Allottee/s. In case the Allottee/s fails to take possession of the said Flat within the time provided in Clause 9.1 such Allottee/s shall continue to be liable to pay maintenance charges and Other Charges, as applicable and in terms of this Agreement from the date of the Possession Notice.

10.2 The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purposes more particularly mentioned in the **Second Schedule**. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking vehicle.

10.3 If within a period of 5 (five) years from the date of handing over the said Flat to the Allottee/s, the Allottee/s brings to the notice of the Developer any structural defect in the said Flat or the building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at cost and expense to be borne and paid by the Developers and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developers, reasonable compensation for such defect provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Real Estate Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Developers.

10.4 Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Flat and in specific the structure of the said Flat/the Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. The Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out

without the prior written information to the Developers, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developers, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Flat/Real Estate Project by the Allottee/s or occupants thereof. It is further agreed between the Parties that:

(i) before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Flat/ New Building and in the workmanship executed taking into consideration of the clauses of this Agreement.

(ii) it shall be the responsibility of the Allottee/s to maintain the said Flat and New Building in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Flat are regularly filled with white cement/epoxy to prevent water seepage.

(iii) where the manufacturer's warranty on any product/amenity provided in the said Flat / Real Estate Project or said Car Parking Space ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/ Real Estate Project, the Developers shall not be liable for the defects therein. The Allottee/s or the Society / Societies of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time.

(iv) the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and Real Estate Project wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Developers. and

(v) the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Flat including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in

temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

11. FORMATION OF THE SOCIETY / THE SOCIETIES:

11.1 The Allottee/s agrees to become the member of the Society by paying the requisite admission fee, share application money to the Society as per the bye-laws of the Society and the Provisions of the Maharashtra Co-operative Societies Act, 1960; and the Rules framed there under. Such Allottee/s shall also at the time of admission to the Society as its members be liable to deposit with the Society his/her/their proportionate contribution towards Sinking Fund and other Reserve Funds, Maintenance Funds etc. of the Society as mutually decided at that point of time.

12. TRANSFER OF THE TITLE TO THE SOCIETY / THE SOCIETIES:

12.1 Within 3 (Three) months from the date of obtaining full occupation certificate in respect of the New Building and the Developers having sold all the premises in the Real Estate Project and having received the entire sale consideration and other monies from all the allottees in the Real Estate Project, the Developers and the Society / the Societies shall execute and register an Indenture of Conveyance ("**Society Conveyance**"), whereby the Developer shall transfer / cause to transfer all their right, title and interest in the Developable Land and the Developers shall transfer / cause to transfer all their right, title and interest in the New Building and all the areas, spaces, common areas, facilities and amenities including but not limited to the Real Estate Project Amenities in favour of the Society / the Societies.

12.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developers for preparing, drafting and approving all such documents, shall be borne and paid by the Society / the Societies and their respective

members/intended members including the Allottee/s; as the case may be, and the Developers shall not be liable toward the same.

12.3 The Developers have informed the Allottee/s that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Developable Land. The Developers have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of premises in the Real Estate Project and the said Occupants, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of premises in the Real Estate Project and the said Occupants including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Developer and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises in the Real Estate Project shall object to the Developer laying through or under or over the said Land/Developable Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the Developable Land or any other land / property to be developed / redeveloped by the Developers.

12.4 The Allottee/s is aware that the utility meters such as electric and gas meter will initially be in the Developers' name, and it will be the Allottee/s's responsibility to get the same changed to his name in the records of the utility companies. Notwithstanding the meters standing in the name of the Developer, it will be the responsibility of the Allottee/s to make payment of all utility charges from the expiration of the Possession Notice. In the event of disconnection of any utility meter due to any payment default of the Allottee/s, then the Allottee/s shall be solely responsible to obtain the reconnection, at his own costs and expenses.

13. <u>OBLIGATIONS OF THE DEVELOPERS:</u>

13.1 Nature of inter-se roles, responsibilities and obligations of the Developers shall be as per the terms of the Development Agreement. The roles, responsibilities, rights, entitlements, obligations and liabilities of the Developer and the Developer shall be as per and to the extent as setout under

the Development Agreement and nothing contained herein shall affect the inter-se roles, responsibilities, rights, entitlements, obligations and liabilities of / between the Developer and the Developer under the Development Agreement and all the modifications / amendments thereto from time to time.

13.2 Time is essence for the Developers as well as the Allottee/s. The Developer shall, subject to Force Majeure Events abide by the time schedule for completing the said Flat and offering the said Flat to the Allottee/s after receiving the occupancy certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her under this Agreement and meeting the all the covenants and obligations under the Agreement.

14. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS:

The Developers hereby represent and warrant to the Allottee/s as follows:

14.1 The Developers have clear and marketable title to develop the Real Estate Project, as declared in the said Title Certificate annexed to this Agreement and has the requisite rights to carry out development upon the Real Estate Project and also has actual, physical and legal possession of the Developable Land for the implementation of the Real Estate Project.

14.2 The Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.

14.3 There are no encumbrances upon the project land or the Project.

14.4 There are no litigations pending before any Court of law with respect to the Developable Land or the Real Estate Project,

14.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Developers has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project.

14.6 The Developers have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.

14.7 The Developers have 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 Real Estate Project other than the allottee/s in the Real Estate Project and the said Occupants, including the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement.

14.8 The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement.

14.9 At the time of execution of the Society Conveyance, the Developers shall handover lawful, vacant, peaceful, physical possession of the Real Estate Project together with the common areas, facilities and amenities to the Society/Societies.

14.10 The Developers have 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 Real Estate Project to the competent authorities.

14.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Developable Land) has been received or served upon the Developers in respect of the Real Estate Project.

15. COVENANTS AND OBLIGATIONS OF THE ALLOTTEE/S:

15.1 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the Developers as follows:

(i) To maintain the said Flat at the Allottee/s' own cost in good and tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned

local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developers to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Developers and/or the Society/Societies.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project and the Tower in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Real Estate Project and the building in which the said Flat is

situated or any portion of the Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society / the Societies. The wet garbage generated in the Real Estate Project shall be treated on the same plot by the residents / occupants / allottees of the Real Estate Project.

(vii) Pay to the Developers within 15 (fifteen) days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Flat is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Allottee/s for any purposes other than for purpose for which it is sold.

(ix) To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration, Other Charges, maintenance and outgoings, etc.

(x) To bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities.

(xi) Not to change the user of the said Flat without the prior written permission of the Developer and the Society / the Societies and the concerned authority.

(xii) Not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat, or dispose of or alienate otherwise howsoever, the said Flat and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Developer under this Agreement are fully paid up. In the event, the Allottee/s is desirous of transferring the said Flat and/or its rights under this Agreement anytime prior to handing over possession of the said Flat by the Developer, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Developer and upon payment of applicable transfer / administrative fees to the Developers not exceeding 2% (Two Percent) of the proposed transfer price ("**Proposed Transfer Price**").

The Proposed Transfer Price shall for the purposes of this Agreement mean proposed sale consideration offered by such proposed transferee to the Allottee/s for proposed sale / transfer/ assignment of the said Flat or the market value of the said Flat, whichever is higher. On such transfer being recorded / endorsed by the Developer, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The transferee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in Clause 2.1 herein above written. However, if the Allottee/s, subject to receiving approval from the Developer for the proposed transfer, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then the permission as accorded by the Developer shall lapse and for any proposed transfer of the said Flat at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply.

(xiii) The Allottee/s shall observe and perform all the rules and regulations which the Society/Societies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the Flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Societies regarding the occupancy and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out- goings in accordance with the terms of this Agreement.

(xiv) The Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xv) The Allottee/s shall duly abide by the rules relating to the entry/exit points for the said Occupants and allottees of the Real Estate Project respectively, the vehicular movement and the pedestrian movement of the said Occupants and the allottees of the Real Estate Project respectively and shall always abide by the rules and regulations laid down by the Developer in this regard and modified from time to time.

(xvi) The Allottee/s is aware that the lifts for use of the said Occupants and allottees of Wing B of the Real Estate Project are identified and it/he/she/they shall not raise any dispute in respect of the same in any nature whatsoever and shall always abide by the rules and regulations laid down by the Developer in this regard.

(xvii) The Allottee/s shall not be strictly allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Real Estate Project and / or within the said Land. This condition is binding on the Allottee/s to adhere to at all times and is a material condition to this Agreement and in the event the Allottee/s breaches the same, subject to the other rights and remedies available to the Developers under law, the Developers shall be entitled to terminate this Agreement.

(xviii) The said Flat shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Developer may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Flat into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the Real Estate Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure.

(xix) The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Flat, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Developer from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Developer and shall disclose the nature of work to be carried out in the

said Flat and shall obtain specific written approvals of the Developer to that effect. The Developer shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Developer in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.

(xx) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat and the Allottee/s shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the Real Estate Project. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Developer

If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

(xxi) Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Flat. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Flat, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the said Flat/ the Real Estate Project.

(xxii) To keep the sewers, drains and pipes in the said Flat and appurtenance thereto in good tenantable repairs

and condition and in particular, support shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC Pardis or other structural members in the said Flat without the prior written permission of the Developer and concerned authorities.

1. Not to do or permit to be done any renovation / repair within the said Flat without prior written permission of the Developer. In the event of the Allottee/s carrying out any renovation / repair within the said Flat, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Developer shall not be responsible for rectification of any defects noticed within the said Flat or of any damage caused to the said Flat or the Real Estate Project on account of such renovation / repair.

(xxiii) Not to enclose the passages, if any, forming part of the said Flat without the previous written permission of the Developer and concerned authorities.

(xxiv) The Developer is entitled to deal with and / or dispose of (including to develop) the balance portion of the Larger Land (other than the said Land) in the manner the Developer deems fit without any reference or recourse to the Allottee/s and / or any other allottee in the Real Estate Project. The Allottee/s and / or any other allottee in the Real Estate Project shall not be entitled to make any claim and / or shall not cause any interference in the development of the balance portion of the Larger Land (other than the said Land).

(xxv) The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Developer restricts the Allottee/s for site visit/ inspection of their Flat, before obtaining the Occupation Certificate for the said Flat.

(xxvi) The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the ODU for the said Flat in the space allocated by the Developer, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever.

(xxvii) The Allottee/s is aware that the main water/drainage pipes of the New Building may pass through certain areas within the said Flat. The Allottee/s agree/s that he shall not undertake any civil works/fit-out works in such areas within the said Flat, and/or permanently cover/conceal such areas within the said Flat, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the

water/drainage pipes.

(xxviii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Flat / the Real Estate Project in any manner whatsoever without prior written permission of the Developer and without obtaining necessary approvals from the concerned authorities.

(xxix) To abide, observe and perform all the rules and regulations formulated by the Developer and the rules, regulations and bye- laws which the Society / the Societies may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Flat therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the Societies / Promote 1 regarding the occupation and use of the said Flat in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

(xxx) Not to violate and to abide by all rules and regulations framed by the Developer and / or by the Society / the Societies (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Flat.

(xxxi) The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Developer or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Developer shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

(xxxii) The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Flat or any part thereof

and keep the same unenclosed at all times.

(xxxiii) The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the said Land.

(xxxiv) The Developer shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any permission or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.

(xxxv) The Allottee/s shall not do either by himself / herself / themselves / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.

(xxxvi) The Allottee/s shall not park at any other place and shall park his/her car in the said Car Parking Space allocated to the Allottee/s and shall not park his/her car at any other place.

(xxxvii) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Flat on a daily basis.

(xxxviii) The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

(xl) The Developer shall have option to offer possession of the said Flat even prior to completion of the Real Estate Project Amenities hence all or any of the Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Flat to the Allottee. The Allottee/s agrees to take possession of the said Flat in terms of Possession Notice. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society / the Societies only after completion of the Real Estate Project in full

and receipt of occupation certificate in respect thereof. The Developer reserve their rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities. The Allottee/s agrees for the same and shall not raise any dispute or claim at any time.

(xli) Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause 15 shall amount material breach, entitling the Developers to terminate this Agreement, at the sole discretion of the Developer.

16. NOMINEE

The Allottee/s hereby nominates the persons as set out in the **Second Schedule** ("**the said Nominee**") as his / her / their / its nominee in respect of the said Flat. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter been titled to substitute the name of the said Nominee for the purposes herein mentioned. The Developers shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Developers in writing) and deal with him/her/them in all matters pertaining to the said Flat. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Developers shall at its discretion be entitled to insist on probate / letter of administration and/or such other documents as the Developer may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Developers as may be necessary and required by the Developers.

17. ALLOTTEE/S LOAN AND MORTGAGE:

17.1 The Allottee/s shall be entitled to avail housing loan from a bank/financial institution and to mortgage the said Flat by way of security for repayment of the housing loan availed from such bank/financial institution with the prior written permission of the Developer. The Developer will grant their no objection to the Allottee/s availing of such loan from the bank/financial institutions and mortgaging the said Flat with such bank/financial institutions, provided however, the Developers shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in

favour of such bank/financial institutions in respect of the said Flat of the Allottee/s shall not in any manner jeopardize the Developers' right to receive full consideration and other charges and such mortgage in favour of such bank/financial institutions shall be subject to Developers' first lien and charge on the said Flat in respect of the unpaid amounts payable by the Allottee/s to the Developers under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Developers will issue the said No Objection Letter addressed to the bank/financial institutions advising the bank/financial institutions to make payment of the loan amount against the mortgage of the said Flat directly to the Developers as per the schedule of payment of the Sale Consideration or as may be requested by the Developers from time to time.

17.2 It is hereby further agreed by the Allottee/s that in the event if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Developers, then the Allottee/s agree/s and undertake/s to pay such amounts to the Developers, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Developers shall be entitled to exercise its rights and entitlements under this Agreement. The Allottee/s further agree/s and confirm/s that in the event the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, the Allottee/s shall give his/her/their/its consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Consideration directly to the bank account of the Developer, based on the payment Instalments as set out herein, upon issuance of the demand letter/notice from the Developers addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.

17.3 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Flat, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Flat, shall be solely and exclusively borne, incurred and paid by the Allottee/s.

17.4 The Allottee/s hereby indemnifies and shall keep indemnified and held harmless the Developer from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Developer may suffer due to any action that may be initiated by such bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the

said loan/mortgage.

18. <u>REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:</u>

The Allottee/s hereby represents and warrants to the Developers that:

18.1 he / she / they / it is / are not prohibited from purchasing the said Flat under any applicable law or otherwise.

18.2 he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be.

18.3 no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties.

18.4 none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.

18.5 no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them.

18.6 no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties.

18.7 he / she / they has / have not compounded payment with his / her / their / its creditors.

18.8 he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence.

18.9 he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement.

18.10 He/she/it has not indulged into any activity or offence relating money laundering and/or any other acts of crime and no notice has been received by or proceedings initiated against the Allottee/s under the provisions of the existing law.

18.11 The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default and shall as and when called upon by the Developer provide such security as may be required by the Developer towards all payments due and payable from time to time. and

18.12 The Allottee/s hereby confirm/s that it/he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided.

The representations and warranties stated in this Clause 18 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties. The Developer shall be entitled to terminate this Agreement in the event of breach of any of the provisions of this Agreement including *inter alia* the provisions of this Clause 18.

19. DEVELOPERS' MORTGAGE:

19.1 The Allottee/s agrees that the Developers shall be entitled to raise construction finance, project finance or any other finance or loan against the said Property or / units / premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/ financial institution/ Non-Banking Financial Institution (lenders) and without having to seek any consent from Allottee/s in any manner whatsoever, written or otherwise.

19.2 The Mortgage Details (if any) are more particularly mentioned in the Second Schedule hereunder written. The Developer shall (as maybe applicable) obtain the NOC from the Mortgagee Bank/Financial Institution (defined hereunder) for sale of the said Flat, as per details more particularly mentioned in the **Second Schedule** hereunder written.

20. MISCELLANEOUS

20.1 It is abundantly made clear to the Allottee/s who is or may become a non- resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or anyother applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for

any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Developers accept no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Developers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

20.2 The Developers shall maintain a separate account in respect of sums received by the Developers from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co- operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Land and/or of the New Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developers until the said structure of the New Building is transferred to the Society/the Societies or other body and until the Developable Land is transferred to the Society/the Societies as hereinbefore mentioned.

20.4 The Allottee/s shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto and including the costs of enforcing this indemnity) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement and/or terms and conditions of various approvals and permissions obtained by Developer in respect of the Real Estate Project; and (c) due to representations, covenants and warranties of the Allottee/s being false or untrue.

21. <u>BINDING EFFECT:</u>

Forwarding this Agreement to the Allottee/s by the Developers does not create a binding obligation on the part of the Developers or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan to the Developers within 30 (thirty) days from the date of receipt of this Agreement by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developers. If the Allottee/s(s) fails to execute and deliver to the

Developers this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Developers, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, after deduction of the agreed amount therefrom, without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

22.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, reservation forms, brochures, expressions of interest, letters of acceptance, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

22.2 All brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project or the said Flat would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:

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 Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the RERA Rules and Regulations made thereunder or under other applicable laws, such

provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA Act or the RERA Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHAREWHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment in common with other allottee/s in the Real Estate Project, the same shall be in proportion to the RERA carpet area of the said Flat to the total areas of all the other Flats in the Real Estate Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

28. PLACE OF EXECUTION:

28.1 The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers Office, or at some other place, which may be mutually agreed between the Developers and the Allottee/s, in Mumbai, after the Agreement is duly executed by the Allottee/s and the Developers or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.

28.2 The Allottee/s and/or Developers shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908and the Parties will attend such office and admit execution thereof.

29. COMMUNICATION AND NOTICES:

29.1 That all notices to be served on the Allottee/s and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developers by courier or e-mail or RPAD at their respective addresses as specified in the **Second Schedule**.

29.2 It shall be the duty of the Allottee/s and the Developers to

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

30. JOINT ALLOTTEES:

That in case there are joint Allottees, all communications shall be sent by the Developers to the Allottee whose name appears first and at the address given by it/him/her which shall for all intents and purposes to consider as properly served on all the joint Allottees.

31. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Allottee/s.

32. DISPUTE RESOLUTION:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settled the dispute, which shall be shall be referred to the _____ Authority as per the provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. GOVERNING LAW:

This Agreement and the rights, entitlements 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 courts of law in Mumbai will have the jurisdiction with respect to all the matters pertaining to this Agreement.

34. INTERPRETATION:

34.1 In this Agreement where the context admits:

(i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision

referred to has directly or indirectly replaced;

(ii) any reference to the singular shall include the plural and vice-versa;

(iii) any references to the masculine, the feminine and the neuter shall include each other;

(iv) any references to a "company" shall include a body corporate;

(v) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

(vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(viii) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(xi) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(xii) references to a person (or to a word importing a person) shall be construed so as to include:

(a) an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);

(b) that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement;

(c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(d) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and Any reference to "writing" excludes text messaging via mobile phone

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

ALL THAT PIECES AND PARCELS of Plot of Land, admeasuring 509.78 sq. meters coupled with the proportionated set back area benefits to the extent of 96.89 sq. meters affected under D. P. Road, bearing Survey No. 11, Hissa No. 3 (Part) and City Survey No. 260/A/2 of Village - Mogra, Taluka - Andheri, District - M.S.D., situated at Natwar Nagar Road No 5, Jogeshwari East, Mumbai - 400 060 in the K/E Municipal Ward of the Registration District of Mumbai Suburban District and bounded as follows:

On the East by : Yojana Co-op. Housing Society Ltd
On the West by : Rose Blossom Co-op. Hsg. Soc. Ltd
On the North by: H F Society Road No. 5
On the South by: Yojana Co-op. Housing Society Ltd

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Sr. Nos.	Terms and Expressions	Meaning
1.	**The said Flat**	Premises being flat no. [•] on the [•] floor of "[•]" Tower [•] of the Real Estate Project.
2.	**User**	[•]
3.	**Total Area**	(a) Carpet Area (as per RERA) admeasuring approximately [•] square feet equivalent to [•] square meters; and (b) Additional Area admeasuring [•] square feet equivalent to [•] square meters.
4.	**The said Car Parking Space**	[•] car parking space in the mechanical/ automatic/ robotic parking system (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking).
5.	**The Sale Consideration**	Rs.[•]/- (Rupees [•])
6.	**IOD/Amended Approval**	Intimation of Disapproval bearing No. P-13177/(262 And Other)/K/E Ward/MOGRA/337 dated:28/02/2023
7.	**CC**	Commencement Certificate bearing No. P-13177/(262 And Other)/K/E Ward/MOGRA/337 dated _____
8.	**Mortgage Details**	[•] ("**Mortgagee Bank/Financial Institution**") The Mortgagee Bank/Financial Institution has given its no objection for sale in respect of the said Flat agreed to be acquired by the Allottee/s under this Agreement. A copy of the said no objection certificate is annexed as **Annexure "I"** hereto**.**
9.	**Name of the Account for payment of Sale Consideration**	Account No. [•] Bank : [•] IFSC Code: [•]
10.	**Possession Date**	31st March 2025
11.	**Name, address and email of the Allottee/s for the purposes of this Agreement**	Name: [•] Address: [•]_ Email: [•]
12.	**Name, address and email of the Developers for the purposes of this Agreement**	**Developer**: Poddar Realty India Pvt Ltd Address: P l o t N o . 26, Shah Industrial Estate, Opp. Anna Temple, New Link Road, Andheri (West), Mumbai – 400 053
13.	**Permanent Account Number**	The Developer PAN: Allottee/s PAN:
14.	**Nominee**	[•]

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Details of the Other Charges)

PART A

[•]

PART B

[•]

SIGNED SEALED AND DELIVERED)

by the within named "DEVELOPERS")

M/s. PODDAR REALTY INDIA PVT LTD)

Through the hands of its DIRECTOR)

MR. YASH DINESH PODDAR)

in the presence of…….)

Witnesses:-

1.

2.

SIGNED SEALED AND DELIVERED)

by the within named "**ALLOTTEE/S**")

SHRI. _____)

SMT. _____)

In the presence of. ……)

Witnesses:-

1.

2.

RECEIPT

RECEIVED the day and year first hereinabove written of and from Withinnamed Allottee/s a sum of Rs._____/= (Rupees _____only) by cheque bearing No._____ dated _____ Drawn on_____,_____Branch being the amount of earnest money and/or deposit and/or towards part payment for acquiring flat no. __on _floor & admeasuring _____ sq. ft. RERA Carpet in "VENUS" building to be constructed on Plot bearing C.T.S. No. 260/A/2 of Village: Mogra at Natwar Nagar Road No. 5, Jogeshwari (East), Mumbai – 400 060 in the K/E Municipal Ward of the Registration District of Mumbai Suburban District

For **M/S. PODDAR REALTY INDIA PVT LTD**

(DIRECTOR)

Witness:-

1.

2.