AGREEMENT FOR SALE

BETWEEN

TATA HOUSING DEVELOPMENT COMPANY LIMITED

AND

M/S. RICHA REALTORS

AND

NAME_____

ADDRESS_____

_____

PROPERTY NO. _____

AGREEMENT FOR SALE

This Agreement (the **'Agreement'**) made at.....this.....day of..... in the year Two Thousand and ..... between .....

PROMOTER & CO-PROMOTER

ALLOTTEE(S)

BETWEEN

TATA HOUSING DEVELOPMENT COMPANY LIMITED (PAN CARD NO. _____), a Company duly incorporated and registered under the Companies Act 1956,and under the provisions of the Companies Act, 2013, having its registered office at 12th Floor, Times Tower, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai –400013, represented by its authorised signatory, (**AADHAR NO**. _____), authorized vide board resolution/letter of authority/power of attorney dated_____ (hereinafter referred to as the **"Promoter"**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART;**

AND

M/S. RICHA REALTORS (PAN CARD NO. _____), a partnership firm duly registered under the Indian Partnership Act, 1932 and having its principal place of business at 101, Kshitij, Sena Bhavan Path, Dadar (West), Mumbai-400 028, through registered Power of Attorney(s) dated 27 December 2010 and 6 September 2012 in favour of the said Promoter, represented by its authorised signatory, ____ (**AADHAR NO**. _____), authorized vide board resolution/letter of authority/power of attorney dated_____ (hereinafter called the "**Co-Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners or person for the time being constituting the said firm or, survivors or survivor of them, the heirs, executors and administrators of the last of such survivors, his/her/their permitted assigns) of the **SECOND PART**.

AND
(FOR INDIVIDUALS)

Mr./Ms./Mrs._____ (**AADHAR NO**. _____) son/ daughter of _____, aged about _____, residing at _____**(PAN CARD NO. _____)** having Income tax PAN No. _____

OR

PROMOTER & CO-PROMOTER

ALLOTTEE(S)

(FOR FIRMS)

M/s._____ **(PAN CARD NO. _____)**, a partnership/ proprietorship firm duly registered and having its principal place of business at _____
_____ represented by its authorised Partner, _____ (**AADHAR NO**. _____), vide _____

OR
(FOR COMPANIES)

M/s._____, **(PAN CARD NO. _____)** a Company duly registered and incorporated under the Companies Act, 1956 or 2013 having its registered office at _____ _____
represented by its authorised signatory, (**AADHAR NO**. _____), vide board resolution/letter of authority/power of attorney dated_____

JOINTLY WITH*

Mr./Ms./Mrs._____ (**AADHAR NO**. _____) son/ daughter of _____, aged about _____, residing at _____**(PAN CARD NO. _____)**

*(To be filled up, if the allotment is in the joint names)
(Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the **' Allottee(s)'** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assignees) of the **THIRD PART.**
The Promoter and the Co-Promoter are collectively referred to as the Promoters.
The Promoter, Co-Promoter and Allottee(s) are hereinafter individually referred to as the 'Party' and collectively referred to as the **'Parties'**.

WHEREAS:

A. Maharashtra Housing and Area Development Authority ("MHADA") was seized and possessed of and/or

otherwise well and sufficiently entitled to all those pieces or parcels of land situate and lying at Mulund (East), District Mumbai Suburban, then in the registration Sub-District of Kurla, District Mumbai Suburban of Revenue Village Mulund (East) bearing C.T.S. No.1320-A (part) of Village Mulund admeasuring 24.71 Acres equivalent to 1,00,002 Sq. mtrs. (hereinafter referred to as '**MHADA Land'**) and more particularly described in the **First Schedule** hereunder.

B. Somewhere in the early 1990 MHADA constructed 56 buildings for Low Income Groups (LIG), 4 buildings for Higher Income Groups (HIG) and other amenity structures upon the MHADA Land which was more particularly stated in area statement annexed thereto as Table 1. The MHADA Land is partly affected by the Costal Regulation Zone (**"CRZ"**) and the area affected by CRZ is approximately 41484.50 sq. mtrs. affected by notification issued in 1991 by Ministry of Environment and Forest, Government of India, CRZ.

C. MHADA has allotted / leased out portion of the MHADA Land to various societies and/or bodies with the amenities / reservations for the use and benefits of the occupants in the following manner:

Table 1

Sr No.	Occupants	Area in Sq Mtrs
1	MHADA New P.M.G.P Co-operative housing society Limited, **("Plot-A")** Building nos. 3 to 37 and 39 to 55	34220.61
2	Mulund Shree Sai Surya CHS Ltd of Building no. 1 and 2 **("Plot-B")**	1297.47
3	Om Sai CHS Ltd. consisting of Building no. 56 **("Plot-C")**	665
4	Higher Income Group Scheme comprised of following Societies comprised of 4 buildings **("Plot-D")** 1) Saraswati CHS Ltd 2) Hariyan Darpan CHS Ltd 3) Vikas Prabha CHS Ltd 4) Akash Deep CHS Ltd	5850
5	Leased out to Maharashtra State Electricity Board **("Plot-E ")**	1250
6	Area Leased out to Police Station **("Plot-F")**	748
7	Area reserved for Maternity Home & Dispensary **("Plot-G")**	3000
8	Area reserved for Municipal Primary School **("Plot-H")**	500
9	Area allotted to BEST Bus station **("Plot-I")**	3000
10	Area reserved for Municipal Retail Market **("Plot-J")**	3000
11	Area reserved for Post Office **("Plot-K")**	482
12	Balance Open Plot **("Plot-L")**	46209.53

D. The said 56 LIG buildings constructed by MHADA (bearing Nos.1 to 37 and 39 to 56) consist of ground plus one and two storied structures with 1,467 tenements on the Larger Land which were allotted to various allottees. Since the condition of the building nos. 3 to 37 and 39 to 55 was dilapidated, the tenement holders of building nos. 3 to 37 and 39 to 55 came together and formed a proposed Co-operative Society. The said proposed Co-operative Society in its Annual Meeting held on 24 December 2006 resolved and appointed the Co-Promoter as a developer for re-development of 52 buildings (Buildings Nos.3 to 37 and 39 to 55 having a multi storeyed structures), which is hereinafter referred to as the "**Buildings**").

E. Thereafter the proposed Co-operative Society was registered under the name of MHADA New P.M.G.P. Co-operative Housing Society Ltd. (hereinafter referred to as the "**PMGP"**).

F. By and under a Development Agreement dated 19 June 2007 executed between PMGP and Richa Realtors (the Co-Promoter herein) and registered with the Sub-Registrar of Assurances at Kurla bearing registration No. BDR 7-3438-2007 (hereinafter referred to as the "**Development Agreement**"), PMGP granted development rights over and in respect of the MHADA Land excluding Plot Nos. B, C and D (as mentioned above), hereinafter referred to the "**Re-development Land**" in favour of Richa Realtors (the Co-Promoter herein) as the developer therein, on the terms and conditions mentioned therein. PMGP also executed a Power of Attorney dated 19 June 2007 and registered under Sr. Number BDR-7-3439/2007 with the Sub Registrar of Assurances at Kurla in favour of the Co-Promoter authorizing the Co-Promoter to do all acts pertaining to re-development of the Re-development Land (hereinafter referred to as the "**Richa POA**").

G. Floor Space Index ("FSI") of 2 was permissible for construction on the said Re-development Land at the time when the Development Agreement was executed in and around 2007. However, on account of an amendment of 6 December, 2008 to Regulation 33(5) of the Development Control Regulations, the available FSI was increased from 2 to 2.5. By reason of the increase in FSI, the area of tenements to be provided free of cost to each member of the PMGP was increased by 151 sq. ft. and consequently the amount of corpus fund to be paid by the Co-Promoter as the developer was increased by Rs. 26,000 per member. On account of these changes and also on account of certain discrepancies that crept through oversight in the said Development Agreement, a Supplemental Agreement dated 6 Oct 2009, registered in the office of the Sub- Registrar of Assurances at Kurla under Sl. No.BDR13 – 8020 – 2009 was executed by and between Richa Realtors (the Co-Promoter herein) and the PMGP (hereinafter referred to as the "**Supplemental DA**").

H. By and under an Indenture of Lease dated 10 August, 2007 executed by and between MHADA (as the Lessor and referred to as the 'Authority' therein) and the PMGP (as the Lessee and referred to as 'the Society' therein), hereinafter referred to as the "**Lease Deed**", the land admeasuring 34220.61 sq. mtrs. underneath and appurtenant to the said Buildings has been demised by way of a lease by MHADA in

favour of the PMGP for a period of 90 years commencing from 1 September, 1993 on terms and conditions as stated in the Lease Deed.

I. By and under a Deed of Sale dated 10 August, 2007 executed by and between MHADA (as the Vendor and referred to as the 'Authority' therein) and the PMGP (as the Purchaser and referred to as 'the Society' therein), hereinafter referred to as the "**Sale Deed**", the said Buildings were conveyed, granted and assured by MHADA in favour of PMGP, upon terms and conditions therein stated. PMGP is therefore well and sufficiently entitled to the said Buildings and the land underneath and appurtenant to the said Buildings.

J. Pursuant to an application made by PMGP and the Co-Promoter as the developer for re-development of the said Re-development Land in accordance with the provisions of amended Regulation 33(5) of the Development Control Regulations, 1991, MHADA by its letter dated 24 March, 2009 informed PMGP that vide its resolution no.240 dated 16 February 2009, it was resolved to carry out redevelopment of the said Re-development Land on certain terms and conditions as stated therein. Pursuant to Resolution No.240 dated 16 February 2009 of MHADA, Joint Development Agreement dated 30 September, 2010, been executed by and among MHADA of the First Part, PMGP of the Second Part and Richa Realtors (the Co-Promoter herein) as the developer of the Third Part (hereinafter referred to as the said "**MHADA JDA 1**") in which the terms and conditions pertaining to re-development of the said Re-development Land by the Co-Promoter in accordance with the terms of this MHADA Resolution No.240 dated 16 February 2009 and in terms of the provisions of amended Regulation 33(5) of the Development Control Regulations, 1991 have been recorded.

K. Pursuant to Resolution No.240 dated 16 February 2009 of MHADA, Joint Development Agreement dated 30 September, 2010, been executed by and among MHADA of the First Part, PMGP of the Second Part and Richa Realtors (the Co-Promoter herein) as the developer of the Third Part and Shree Sai Surya Co-operative Housing Society on 26th December 2014 duly registered vide Registration No. KRL-50/2015 (hereinafter referred to as the said "**MHADA JDA 2**") in which the terms and conditions pertaining to re-development of the said Re-development Land by Richa Realtors on the terms and conditions mentioned thereunder.

L. The Co-Promoter has represented to the Promoter that by virtue of the Development Agreement, the Supplemental DA, MHADA JDA1, MHADA JDA2, the Co-Promoter is in physical possession of the said Re-development Land and is absolutely and exclusively entitled to develop the same in accordance with the applicable laws and subject to the rights of the members of the PMGP and MHADA.

M. Under the MHADA JDA 1 , the Co-Promoter is entitled to transfer the benefit therein and/or develop the said Re-development Land in joint venture or otherwise with any third party after obtaining consent of

PMGP and MHADA. Accordingly, the Co-Promoter has informed MHADA, pursuant to which MHADA has granted a NOC dated 12 October, 2010 to the Promoter for joint development. The Co-Promoter has informed PMGP of the arrangement to be executed with the Promoter and received their consents to the development of the said Re-development Land by the Co-Promoter and the Promoter on a joint basis.

N. Relying on the aforesaid representations of the Co-Promoter and the Promoter agreed to join in re-development of the said Re-development Land by providing and/or procuring necessary finance and making available its expertise and resources for joint development of the said Re-development Land.

O. Accordingly the Co-Promoter has entered into a Joint Development Agreement with the Promoter dated 27 December 2010 registered under Sr. No. BDR-13 2326-2011 (hereinafter referred to as said **"TATA JDA"**) and a Power of Attorney dated 27 December 2010 registered under Sr. No. BDR-13-2327-2011, (hereinafter referred to as said **"First TATA POA"**). This was followed by a Supplementary Agreement dated 6 September 2012 registered under Sr. No. KRL-1/3011-2013 with sub registrar of Assurances (hereinafter referred to as the said **'Supplementary TATA JDA'**) and a Power of Attorney dated 6 September 2012 registered under Sr. No. KRL-1-3012-2013, (hereinafter referred to as said **"Second TATA POA"**).

P. The Promotor and Co-Promotor have entered into a Second Supplemental Agreement dated 17 December, 2015, wherein the parties have inter alia agreed to amend the terms of the TATA JDA (hereinafter referred to as said **"Second Supplemental TATA JDA"**). The Parties have also entered into a second Addendum dated 22 May 2015 wherein the parties have modified the terms and understanding of the earlier executed documents (hereinafter referred to as said **"Addendum II"**).

Q. The Promotor has assigned its development rights as granted by Sai Surya Society to the Co-Promotor as per the terms and conditions of the Joint Development Agreement. The TATA JDA, First TATA POA, Supplementary TATA JDA, Second TATA POA, Second Supplemental TATA JDA, Addendum II and all other deeds, documents, papers etc. written and exchanged between the Co-Promoter and the Promoter are collectively hereinafter referred to as "**Development Documents**". Pursuant to the said Development Documents, the Co-Promoter and the Promoter jointly agreed to develop the property admeasuring 8.64 acres equivalent to 34964.52 sq. mtrs. (appox.) situated at Village Mulund (East) bearing survey No. 386 (pt) and City Survey No.1320-A (hereinafter referred to as the **"Schedule II Property"**), more particularly described in the **Second Schedule** hereunder.

R. As per the Development Documents, the Co-Promoter states that in the Schedule II Property there are proposed to be 6 (six) buildings/wings to be constructed in phases viz Tower A to F (being the free sale portion). Out of the Schedule II Property, Tower A to E is proposed to be constructed, sold and handed over to the allottees/purchasers by the Promoter. The Tower F is proposed to be constructed, sold and handed over to the allottees/purchasers by the Co-Promoter. The land area comprising of the building areas of Tower A to E, collectively admeasuring to 6314 sq. mtrs. and proportionate share holding in the

Schedule II Property is hereinafter referred to as the "**Larger Property**". A copy of the authenticated approved plan of the said Larger Property delineated in bold boundary line is annexed hereto as "**Annexure A"**.

S. Now, the Co-Promoter and the Promoter are entitled to and enjoined upon to develop the said Larger Property. As per the Development Documents, the Co-Promoter is under obligation to get all the approvals for the development of the Larger Property and that the Promoter is under obligation to construct buildings on the Larger Property and sell and market the units constructed in the Larger Property in accordance with the recitals hereinabove and the terms and conditions of the Development Documents.

T. Under the said Development Documents, the Co-Promoter has authorized and permitted the Promoter to sell and transfer on ownership basis, various flats, apartments, tenements, units and premises in the buildings and structures to be constructed by the Promoter on the Larger Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same.

U. The Co-Promoter shall do all such acts, deeds and things and render all possible assistance to the Promoter as may be necessary and expedient to facilitate the development, construction, sale and conveyance of the Larger Property. The Co-Promoter shall also be solely responsible and liable to keep the title documents and approvals valid and subsisting and shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard.

V. The Co-Promoter confirms that the Promoter has got the license to enter the Larger Property for the development of the Larger Property jointly with the Co-Promoter under the Development Documents.

W. Now the Promoters are desirous of developing the land area of admeasuring 15775.18 sq.mtrs. (including area of 1266 sq. mtrs., referred as **"Building Area")** in City Survey no. CTS No. 1320A (PT) /1320/A/21/1 to 4, 1320/A/22 to 1320/A/33 being part of the Larger Property and more particularly described in **Third Schedule** hereto and hereinafter referred to as the "**said Land**", under a new phase (hereinafter referred to as the "**Phase II Project**"). The said Phase IIProject would comprise of a multi storeyed building/s and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, at his own risk and responsibility. A copy of the authenticated approved plan demarcating the said Building Area within the said Larger Property in hatched lines, is annexed hereto as "**Annexure B"**.

X. The Promoters have commenced the development of the Larger Property only after getting the approvals, permissions, plans etc. from the competent authorities. The Promoters have provided the details of final plans, specifications and approvals etc. for the Phase II Project as also as mentioned in "**Annexure C**". Further, necessary approvals shall be obtained by the Co-Promoter from the competent authorities from time to time, so as to obtain such certificate for use and occupation for Phase II Project, post completion of construction.

Y. The Larger Property has received Intimation of Disapproval under S.346 of Mumbai Municipal Corporation Act, as amended up to date CE/5062/BPES/AT, 8 November, 2013, in favour of MHADA, PMGP and the Co-Promoter from the Municipal Corporation of Greater Mumbai (MCGM). Further, MCGM has approved the revised layout plan dated 9 March 2017. The Co-Promoter have also received the Commencement Certificate - C-3 NO. CE/5062/BPES/AT, granted by Municipal Corporation of Greater Mumbai, validated upto 23 February, 2018. The authenticated copy of the said the Commencement Certificate is annexed hereto and marked "**Annexure D".**

Z. The Promoters have commenced the construction of the Phase II Project which is proposed to consist of residential tenements, dwelling units and premises of all kinds, for residential, and/or any other authorized use, together with provision of parking spaces and other necessary common areas, amenities, clubhouse and services thereto. The Phase II Project consists of the following building/s

	Tower D
Podiums	4
Plinth	1
Stilt	1
Floors (proposed)	58

AA. The Promoter has entered into an agreement with an Architect Kapadia Associates Design LLP., who is registered with the Council of Architects.

BB. The Promoter has appointed a structural Engineer M/s Gokani Consultants Pvt. Ltd, for the preparation of the structural design and drawings of the building/s in the said Phase II Project.

CC. The authenticated copies of Certificate of Title dated 5 February, 2011 issued by Advocate M/s Subhash Pradhan & Co, advocates of the Promoter along with the list of encumbrances on the Phase II Project annexed hereto and marked as "**Annexure E (colly).** The Authenticated copies of the Property card showing the nature of the title of the said Land on which the premises/ units/apartment are constructed or

are to be constructed in the Phase II Project have been marked as "**Annexure F"**. The Allottee(s) have verified and are satisfied with all the title documents and deeds, which entitles the Promoters to allot premises/ units/apartment in the said Phase II Project.

DD. The Allottee(s) confirms that they have chosen to invest in the said Phase II Project after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the booking in this Phase II Project is suitable for their requirement and therefore has voluntarily approached the Promoters for purchase of the Unit.

EE. The Allottee(s) are offering to purchase with the full knowledge that the Co-Promoter has obtained all necessary approvals from the competent authorities for the development of the said Land. The Allottee(s) have demanded from the Promoters and they have given inspection to them the approvals, documents, plans and permissions as mentioned in Annexure C and Annexure D and displayed at its offices all such approvals as mentioned in Annexure C and Annexure D.

FF. At the time of booking, the Allottee(s) has been informed by the Promoters, the payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession. Upon agreeing and accepting the above, the Allottee(s) has/have applied to the Promoters for allotment of such unit (herein after referred to as the said "**Unit**") details of which, including unit number, the floor number, carpet area, situated in such wing/ building/ tower (herein after referred to as the said "**Building**") more particularly detailed and described in "**Annexure G"** and **Fourth Schedule,** along with pro-rata share in the common areas as defined under clause (n) of Section 2 of the said Act. The Allottee(s) has made such application for booking by executing an Application Form. On the basis of such above application, the Promoters has offered to the Allottee(s) the said Unit as per terms and conditions mentioned below. The authenticated copy of the floor plan of the said Unit agreed to be purchased by the Allottee(s), as sanctioned and approved have been annexed and marked as "**Annexure H"**. The Allottee(s) has agreed to purchase the said Unit for the Sale Consideration as set out in "**Annexure I"** mentioned herein, along with such additional deposits and list of other outgoings stated out therein (hereinafter referred to as the said "**Additional Outgoings**"). The amounts mentioned in Annexure I are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty charges, registration charges, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in

respect of the Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters shall be binding on the Allottee(s). At the request of the Allottee(s), the Promoters has agreed to permit the Allottee(s) to use the car park space/s as mentioned in the Annexure G.

GG. The list of amenities and specifications, including such fittings and fittings with the suggested list of brands name or price range (if unbranded) to be provided by the Promoters in the said Unit are set out in "**Annexure J**", annexed hereto.

HH. The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") in the said Building and said Larger Property, available for use and enjoyment of the Allottee(s) of Phase II Project. Furthermore, these Amenities constructed by the Promoter in this phase shall be used jointly by all the purchasers of the said Larger Property in the manner as may be decided by the Promoter, and the Allottee(s) shall not object to the same in any manner whatsoever. The list of such Amenities are provided in Annexure J. The stage wise time schedule of development of these Amenities, including architectural and design standards used and followed in the Phase II Project are also provided in Annexure J. The Allottee(s) shall be entitled to use such Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the said Organisation (defined hereunder) as the case may be.

II. On demand from the Allottee(s), the Promoters has given inspection to the Allottee(s) and/ or provided at its offices for the Allottee(s), the following documents :-

- **a.** the details of the Amenities within the Phase II Project, Larger Property and of the said Unit and such other relevant documents;
- **b.** the stage wise time schedule of development and completion such Amenities as mentioned above;
- **c.** payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest payable on delayed payments, as mentioned in Annexure G and I.
- **d.** details on the provisions of civic and infrastructure facilities such as, electricity, sewer, sanitation, municipal water, external access roads to be provided by the concerned government or Local Authority or body, viz Internal Development Works and the External Development Works as mentioned in Annexure C.

GG. The Allottee(s) acknowledges and confirms that the Promoter's liability is limited to the said Land and to what is committed to be constructed and delivered in the said Phase II Project. The Promoter at its sole

discretion can independently deal with the said Larger Property in any manner whatsoever. The Allottee(s) has/have knowledge of the applicable laws, notifications and rules applicable to the said Unit and the Phase II Project and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by the Allottee(s) in this regard.

HH. The Allottee(s) acknowledges and confirms that the he is aware that the Promoter's right to construct and develop is limited to the said Larger Property only. Further, he is aware that the area beyond the Larger Property in the Schedule II Property is to be solely constructed, completed and delivered by the Co-Promoter, without any liability and responsibility on part of the Promoter. In the event of delay, default, non-completion or non-development of this balance area by the Co-Promoter, the Allottee(s) shall deal with the same independently with the Co-Promoter alone, to the exclusion of the Promoter. Further, the Promoter clarifies that the he is not liable and responsible to construct and complete the areas, utilities and amenities falling in the area beyond the Larger Property in the Schedule II Property.

II. Prior to the execution of these presents, the Allottee(s) has/haves paid to the Promoter such sums only as mentioned in Annexure I, being part payment of the Sale Consideration of the Unit agreed to be sold by the Promoters to the Allottee(s) (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee(s) has/have agreed to pay to the Promoter the balance of the Sale Consideration and other charges in the manner appearing in the payment schedule mentioned in Annexure I and as may be demanded by the Promoter.

JJ. The Allottee(s) confirms that the name and address of the Real Estate Agency /Broker/ Channel Partner and his/their Registration number is mentioned in Annexure G (if applicable). The Promoters shall not be liable to the Allottee(s) for any details, information and representations provided by such Real Estate Agent /Broker/ Channel Partner, which are incorrect and not provided in this Agreement.

KK. The Promoters have registered the Phase II Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") with the Real Estate Regulatory Authority read with 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 ("**Rules**") bearing Registration Number P51900007740 valid upto 31 December, 2024, available at website link http://maharera.mahaonline.gov.in. The authenticated copy of the registration certificate is annexed hereto as "**Annexure K"**.

LL. The carpet area of the said Unit is mentioned in Annexure G in square meters. "Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit. "Exclusive Balcony / Verandah Area" means the area of the balcony or

verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s). "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).

MM. The Allottee(s) has represented and warranted to the Promoters that the Allottee(s) has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Allottee(s) hereby undertake/s that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Phase II Project and the said Unit.

NN. Relying upon the aforesaid application, the Promoters has agreed to allot and sell to the Allottee(s), and the Allottee(s) has/have agreed to purchase the said Unit at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

OO. Under section 13 of the said Act the Promoters are required to execute and register a written Agreement for Sale of said Unit with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908, as amended from time to time.

PP. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter and confirm that the recitals shall form a part of the Agreement between the parties.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. PROJECT AND DEVELOPMENT

(i) The Promoter has commenced development of the said Larger Property in various phases and is now desirous to develop a land area of 15775.18 sq. mtrs. (including area of 1266 sq. mtrs., referred as "**Building Area**") being part of the said Larger Property, more particularly described in Third Schedule hereto and hereinafter referred to as the "**said Land**", under a new phase (hereinafter referred to as the "**Phase II Project**"). The Promoter intends to construct and develop the said Land as a Phase II Project for residential use and/or such other authorized use by optimum utilization of the Floor Space Index (FSI) together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, car parking etc.) as a complex. The Promoters have under its said obligation, commenced construction of the Phase II Project in accordance with the said plans, designs and specifications.

(ii) The Allottee(s) confirms that all Amenities, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants,

purchasers and users of the said Larger Property shall be jointly used and maintained by all purchasers of the said Larger Property, including Phase II Project. The Allottee(s) waives his rights to raise any objection in this regard.

(iii) The Promoters have informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Larger Property is being developed by the Promoters in a phase-wise manner as may be decided by the Promoters in its absolute discretion from time to time. The Allottee(s) further acknowledges and confirms that the Promoters may, at any time, revise/modify the layout master plan of the Larger Property, except for the current phase and project, in such manner as the Promoters may deem fit, in its sole discretion. However, the same is subject to the sanction of the competent authorities and/or may undertake revision and modification any of the aforesaid phases, if required by the competent authorities.

(iv) The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Land is 1144.96 sq. mtrs. only and the Promoter may utilize any balance Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations. The Promoter have disclosed the Floor Space Index of 33467.39 sq.mtrs. and as further incremental shall be utilized by him on the said Land and the Applicant/s has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the proposed FSI shall belong to the Promoter only.

(v) The Allottee(s) has been informed and hereinafter acknowledges that the FSI proposed to be consumed in the Phase II Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Larger Property or the Schedule II Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoters in its sole discretion, may allocate such FSI for each of the buildings being constructed on the said Land as it thinks fit and the owners and purchasers of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FSI or constructed area in respect of any of the structures, building or on the said Land.

(vi) The Allottee(s) further acknowledges that, at its sole discretion (i) the Promoter shall also be entitled to freely deal with other phases comprised in the said Larger Property (along with the FSI/TDR or otherwise) including by way of sale or transfer to any entity as the Promoters may deem fit and (ii) the Promoter may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing and applicable laws. The Allottee(s) has entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoters on the said Land and the said Larger Property.

(vii) The unutilized / residual FSI (including future incremental or enhancement due to change in law or

otherwise) in respect of the said Land or the Larger Property or the Schedule II Property, shall always be available to and shall always be for the benefit of the Promoters and the Promoters shall have the right to deal or use the FSI and/or TDR as it may deem fit, without any objection or interference from the Allottee(s) or Organisation or Apex Organisation or Apex Organisation/s. In the event of any additional FSI in respect of the said Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoters alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or construction of structures on the Land and the said Larger Property as may be permissible under applicable law.

(viii) In the event the land adjoining to the said Land is owned/developed by the Promoters (or the Promoters' wholly owned subsidiary, group company or associate company), the Promoters reserves the right to develop the same, either by amalgamating the same with the said Land and/or sub-dividing and/or amalgamating the said Land and the adjoining land, as the Promoters may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FSI available.

2. UNIT

(i) The Allottee(s) hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee(s) residential apartment as detailed in Annexure G (hereinafter referred to as "**the Unit**") of the said Phase II Project as shown in the approved floor plan, hereto annexed and marked Annexure H for such Sale Consideration as mentioned in Annexure I, which includes the proportionate price of the common areas and facilities in relation to the said Unit, to be paid as per the payment schedule as mentioned in Annexure I. The nature, extent and description of certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") in the said Building and said Larger Property are more particularly described in the Annexure J annexed herewith. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the said Unit and details thereof is provided by the Promoters as are set out in Annexure J, annexed hereto.

(ii) The Promoters hereby agrees to allot to the Allottee(s), car park at such location as mentioned in Annexure G for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of the said Unit, the right to use the car parking space shall be automatically transferred along with the said Unit. The right to use the car parking space under no circumstances is separately transferable. The Allottee(s) agree/s that only the allotted car parking space would be used exclusively for parking of his/her/their light motorized vehicles and would not be used as storage otherwise.

(iii) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the

construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area, then in such event the only recourse of the Allottee(s) shall be refund by the Promoters of the excess money as per applicable law. If there is any increase in the carpet area allotted to Allottee(s), the Allottee(s) shall make payment with the next milestone of the Payment Schedule and/ or on or before possession and the Allottee(s) shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Sale Consideration.

3. SALE CONSIDERATION AND PAYMENT TERMS

(i) The Sale Consideration as agreed between the parties for the said Unit is mentioned in Annexure I. It is also agreed between the Parties that the Sale Consideration includes the proportionate right, title and interests in common areas with respect of the said Unit. The amounts mentioned in Annexure I are exclusive of all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities.

(ii) The Allottee(s) has/have paid such amounts as mentioned in Annexure I till the execution of this Agreement as part payment of the Sale Consideration for the said Unit to the Promoter, the receipt whereof, the Promoter does hereby acknowledge. The Allottee(s) agree/s to pay the balance Sale Consideration as per the payment schedule as mentioned in Annexure I to the Promoter and as may be demanded by the Promoter, time being of the essence.

(iii) The Allottee(s) shall on or before delivery of possession of the said Unit or as demanded by the Promoter, pay and keep deposited with the Promoter such additional deposits and list of other outgoings as specified in Annexure I.

(iv) The Sale Consideration and the Additional Outgoings and all such amounts as mentioned in Annexure I excludes all taxes charges, levies, cess etc., applicable on transfer and sale of Unit to the Allottee(s) and applicable on the construction, project cost, work contracts on the said Phase II Project, including but not limited to Goods and Services Tax (GST), WCT, VAT, Education cess, Labour cess, surcharge, swachh bharat cess, krishi kalyan cess etc. both present and future or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s), on pro-rata basis. The Allottee(s) would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of the Allottee(s)'s failure and/ or delay to pay such taxes, levies, cess, statutory charges etc. Further, all stamp duty amount, registration charges, statutory charges, lease rental, all taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the said Unit and conveyance of the said Land to the Organization of the units owners, shall be the sole obligation of the Allottee(s) under this Agreement, to pay such amounts and such amounts are excluded from the computation of the Sale Consideration and the Additional Outgoings.

(v) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the Unit. The Promoter shall accept payments towards your booking from the account(s) of the Allottee(s) and/ or Joint Allottee(s) only. It is clarified that payments received from any third parties / non- allottee(s) will be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be accepted from Joint/Co- Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the said Unit, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion :

i. Payments made by Allottee(s)'s family member/ friend (parents, spouse, siblings etc.);
ii. Payments made by a Company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder of such Company);
iii. Individual making payment on behalf of the company being the Allottee(s) (in case of Company booking);
iv. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee(s) account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee(s).

(vi) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

(vii) The amounts mentioned as Additional Outgoings as mentioned in Annexure I herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allotee(s) shall separately pay the common area maintenance charges ("CAM Charges") as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.

(viii) Individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other charges as mentioned under Annexure I are not included in the Sale Consideration of the said Unit and the actual/ proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the said Unit.

(ix) The Allottee(s) shall pay all charges and expenses with respect to formation and conveyance to the Organization and Apex Organization (as the case may be), including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the Agreement for Sale.

(x) The Sale Consideration is escalation-free, save and except the charges stated herein and escalations/increases/impositions 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, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/Government.

(xi) In case of any financing arrangement entered by Allottee(s) with any Bank or Financial Institution with respect to the purchase of the said Unit, the Allottee(s) undertakes and confirms to direct such Bank or Financial Institution to and shall ensure that such Bank or Financial Institution disburse all such amounts and installments as mentioned in Annexure I, due and payable to Promoter through an account payee cheque/demand draft drawn in favour of such account as mentioned in Annexure G.

(xii) In the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs. 5000/- (Rupees Five Thousand only) (for each dis-honour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

(xiii) The Allottee(s) agree/s that 10% (ten percent) of the Sale Consideration ("Booking Amount") shall be treated as earnest money to ensure fulfilment by the Allottee(s) of the terms and conditions, as contained herein. The Allottee(s) shall make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, Additional Outgoings, provisional CAM charges etc.) payable by him/her and meeting the other obligations under this Agreement as provided in Annexure I. Time is the essence, with respect to the

Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

(xiv) The Allottee(s) irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of any allottee of the residential units shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous instalments, thereafter towards the interest levied on the previous pending instalment (if any), thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current instalment amount.

(xv) Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within fifteen (15) days from the Promoter' Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted. The Allottee(s) agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove**,** from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.

(xvi) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Company shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Company shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him of the specific breach/ default or breaches/defaults of terms and conditions in respect of which the Company is cancelling and terminating this Agreement.

(xvii) On such cancellation, the allotment/booking/agreement for the said Unit shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Unit.

(xviii) Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter:

a) Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);
b) Total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter;
c) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement;
d) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;
e) All amounts or amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s)irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the said Unit;
f) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s).
g) All outgoings, deposit and other charges as specified in Annexure I paid till the date of issuance of the cancellation/termination letter including amounts towards formation of Organization/ Apex Organisation (as may be applicable).
h) Administrative charges, Ombudsman fees and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.

(xix) The Promoter shall have the first lien and charge on the said Unit for all its dues and other sums unpaid due and payable by the Allottee(s) to the Promoter. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

(xx) The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial

Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). In the event the Allottee(s) is untraceable and/or unreachable and /or does not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter' liability shall end on such date. Such refund shall be in the name of the first applicant (as per the Application Form) /lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.

(xxi) Upon the cancellation and termination of the allotment of the Unit, the Allottee(s) shall not have any right title or interest with respect to the Unit and the Promoter shall be at a liberty to sell or otherwise dispose off the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard.

(xxii) The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement to keep the Promoter and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Promoter under this Agreement. Further, the Allottee(s) shall indemnify the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Sale Consideration, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Promoter shall have a right of first herein on the Unit in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause be applicable even post possession being handed over to the Allottee(s).

4. POSSESSION AND COMPENSATION

(i) The Promoters shall endeavor to give possession of the said Unit to the Allottee(s) on or before the date specified in Annexure G ("**Date of Completion of Project**"). Further, the Promoters shall endeavor to give possession of the said Amenities to the Allottee(s) on or before the date specified in Annexure J ("**Time Schedule of Completion**"). The Date of Completion of Project and Time Schedule of Completion shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoters.

(ii) In the event the possession is delayed beyond the date as agreed hereinabove interalia for any reason, the Promoters shall be entitled to extension of 12 [twelve] months (**"Extended Duration"**) for handover of possession and completion of construction.

(iii) In the event of any delay in handing over possession of the said Unit and the said Amenities to the Allottee(s) on the Date of Completion of Project and Time Schedule of Completion, respectively and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit and the said Amenities due to force majeure reasons, the Promoters shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Unit shall be handed over the Allottee(s) ("**Revised Possession Date**") and the said Amenities ("**Revised Time Schedule of Completion**") shall be completed. In the event, the Allottee(s) is desirous of cancelling the booking of the Unit, prior to the date of application of the Occupation Certificate in respect of the said Unit, then the Allottee(s) shall intimate the Promoters his/ her/ their non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoters, failing which it will be deemed that the Allottee(s) has/ have accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee(s).

(iv) Further, in the event if the Promoters are unable to file for the Occupation Certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee(s), the Promoters shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoters and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Unit from the Allottee(s). However, taxes, levies, cess, interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

(v) In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit ("**OC Date**"). The Promoters shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, Service tax, TDS, deposits, charges etc. paid to the Promoters and/or authorities, as the case may be) for the said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Unit. It is expressly clarified that no compensation shall be payable by the Promoters for any time period beyond the OC Date for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the said Unit. Such

compensation shall be payable directly to the Allottee(s) named herein, if he continues his booking on the OC Date.

(vi) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall extended

(a) on account of any force majeure events and/ or

(b) due to non-compliance of the terms and conditions by the Allottee(s). "Force Majeure" shall include :-

i. flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or
ii. war, civil commotion or act of God ;
iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(vii) Additionally, the compensation for delay shall not be paid in the following events :

(a) For the period of delay caused due to reasons beyond the control of the Promoters and/or its agents and/or

(b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the said Unit, and/or

(c) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein, and/or

(d) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or

(e) For the period from the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Unit till the actual handover of possession of the said Unit.

(viii) In case the Promoters is forced to discontinue the construction of the said Unit and/ or Phase II Project (entire or part) due to Force Majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoters shall be liable to refund the amounts paid by the Allottee(s) without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.

5. PROCEDURE FOR TAKING POSSESSION

(i) The Unit shall be considered as ready for use and occupation on the date of receipt of OC or any other certificate required for occupation from the competent authorities.

(ii) The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Allottee(s) requesting to make payments as per the Agreement and take possession within such date as

mentioned in the Offer of Possession letter. The Allottee(s) shall before taking over the possession of the said Unit, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Annexure I and also pay the applicable GST, Value Added Tax, service tax and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Unit (if applicable), by time to time to the Promoter, for construction and sale of the said Unit.

(iii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 45 (forty five) days after the date of Offer of Possession letter, regardless of whether the Allottee(s) takes such possession (for fit outs) or not. Such date shall be referred to as "**CAM Commencement Date**". In such cases that the unit/s are sold after the Date of Offer of Possession, the CAM charges or the Unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or Organisation, as the case may be.

(iv) The Promoter, upon receiving payments made by the Allottee(s) as per this Agreement shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication. The Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in this Agreement such Allottee(s) shall continue to be liable to pay CAM charges as applicable.

(v) In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges as specified in Annexure G from expiry of CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter' obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.

(vi) The Allottee(s) hereby agrees that in case the Allottee(s) fails to respond and/or neglects to take possession of the Unit within the aforementioned time as stipulated by the Promoter and/or cancel / terminate this Agreement, then the Promoter shall also be entitled to reserve his right to forfeit the entire amount received by the Promoter towards the Unit along with interest on default in payment of instalments (if any), applicable taxes and any other charges and amounts.

6. FIT OUT WORK

(i) The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified in the Agreement and shall not extend to areas demarcated as common areas, said Building and the said Phase II Project and Larger Property.

(ii) The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit-out work, they can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the Promoter or Organization or Apex Organization or Apex Organizations ("**Fit-Out Manual**") applicable for commencement of interior fit out work in the said Unit. The Allottee(s) further agrees that the same shall be used only as per the regulations and designs concerning to the said Building as approved by the said competent authorities, and without causing any disturbance, to the other allottee(s)/ owners of units in the said Building. The Allottee(s) shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said Unit and the Promoter shall not be responsible for the same. The Allottee(s) shall keep the Promoter informed about the status of the requisite permissions.

(iii) The Allottee(s) shall execute such necessary documents and pay such security deposit as may be informed by the Promoter and/ or Organization, from time to time.

(iv) The Fit-Out Manual will be shared at the time of handing over possession of the Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit and/or the Building, the Promoter shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee(s) does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the Unit or the Building (on behalf of the Allottee(s)) and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Co-Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Unit, or the Building/s, Phase II Project or the Larger Property.

(v) After the possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the

Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Phase II Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other flats and Phase II Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.

(vi) The Allottee(s) undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Unit or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any form. The Allottee(s) shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter . The Allottee(s) shall not partly / fully remove any walls of the said Unit including load bearing walls/ structure of the same, which shall remain common between the Allottee(s) and the owners of adjacent premises.

7. ORGANISATION

(i) The Allottee(s) along with other allottee(s) in the said Phase II Project shall join to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "**Organisation**") to be known by such name as the Promoter may decide. For the said purpose, the Allotee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Organisation and for becoming a member, including the bye-laws of the proposed Organisation. The Allotee(s) shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Organisation of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar

of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Organisation, on account of any delay of the unit owners in complying with the above.

(ii) The Promoter shall, at its discretion, as prescribed under the applicable laws, form an apex organization (being either an organisation or society or association or condominium or a limited company) ("**Apex Organisation**") for the entire development of the said Larger Property or separate apex organisation (being either an organisation or society or association or condominium or a limited company) ("**Apex Organisations**") for each of the residential and commercial zones and/ or such other authorized development zones, as the Promoter may deem fit, for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property at such time and in such a manner as the Promoter may deem fit to be known by such name as the Promoter may decide, within such period as may be prescribed under the applicable laws.

(iii) The Promoter may become a member of the Organisation and/or Apex Organisation to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Land.

(iv) The Promoter will have the right to decide upon the phases of development of the Larger Property. Further, the Promoter will have the right to decide upon which units/s/premises/apartments to be developed first in the Phase II Project. All the unit/s/premises/apartments may not be constructed simultaneously. The Phase II Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.

(v) The Promoter proposes to maintain the Amenities and upkeep the said Larger Property, until the formation of the Organisation and/ or Apex Organisation and/or Apex Organisations (as may be applicable), as per the terms of this Agreement. With this view in mind, the Promoter shall appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Larger Property) for the maintenance and up-keep of the same., Even after formation of the Organisation or Apex Organisation or Apex Organisations, such Maintenance Agency can continue to be appointed for maintenance and up-keep on such terms and conditions as the Promoter may deem fit, and the Allottee(s) hereby gives their unequivocal consent for the same. For this purposes the Promoter shall provide suitable provisions in the documents and deeds executed for the purpose of formation of the Organisation and/ or Apex Organisation and/or Apex Organisations (as may be applicable). For the services rendered by such Maintenance Agency for the said Phase II Project, the Maintenance Agency shall charge 10% of the billed amounts to all residents of the said Phase II Project, which the Allottee(s) undertake/s to pay at all times.

(vi) The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the Organisation and/ or Apex Organisation and/or Apex Organisations (as may be

applicable) for the purposes of maintenance of the Building and Amenities of the Phase II Project and the Larger Property.

(vii) The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Unit is located (namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance) until the conveyance of the said Building to the Organisation, irrespective of whether the Allottee(s) is in occupation of the said Unit or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of CAM Charges and lump sum CAM Deposit towards the outgoings as mentioned in Annexure I for such expenses. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Organisation (once formed). The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter as may be demanded, from time to time.

(viii) In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorize/s the Promoter and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.

(ix) Upon the said Organisation being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement.

(x) It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the said Unit, and Project/Complex secured in all ways. Allottee(s) hereby agree/s that for the purpose of security,

the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Phase II Project and the Building.

(xi) An application form, declaration and other forms for the purpose of enrolling Allottee(s) as a member of the said Organisation is attached herewith duly executed as "**Annexure L, M, N, O & P** ".

8. CONVEYANCE

(i) The Allottee(s) hereby acknowledges and agrees that the Phase II Project is part of a layout development of the Larger Property and as such the Co-Promoter (with assistance from the Promoter) would be conveying to the Organisation, only the said Land (excluding the common area for the use of the owners, users, occupants etc. of the Larger Property as demarcated in the approved plans), i.e. Building Area of 1266 sq. mtrs. It is clarified that the land in the Phase II Project (underlying the common area for the use of the owners, users, occupants etc. of the Larger Property) and any other area allocated as "common area" in the Larger Property, in the approved plans would be conveyed to the Apex Organisation and/ or Apex Organisations (as the case may be) as the Promoters may deem fit and proper. The Allottee(s) hereby agrees and confirms that until the conveyance of the said Land as aforesaid to the Organisation and common areas to the Apex Organisation and/ or Apex Organisations (as the case may be), the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

(ii) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/ deed of assignment/transfer shall be borne and paid by the Organisation and/ or all owners and allottee(s) of units in the buildings on pro rata basis.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND THE CO-PROMOTER

The Promoter and the Co-Promoter, individually and jointly hereby represents and warrants to the Allottee(s) as follows:

(i) The Co-Promoter has clear and marketable title with respect to the said Land, as declared in the title report annexed to this Agreement as Annexure E (colly) and has the requisite rights to carry out development and construction activities upon the Phase II Project. Further, the Co-Promoter also has actual, physical and legal possession of the Land for the implementation of the said Phase II Project.

(ii) The Co-Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase II Project and shall obtain requisite approvals from time to time to complete the development of the project as per the provisions of the approvals and documents executed with the competent authorities.

(iii) The Promoter and the Co-Promoter state that there are no encumbrances upon the said Land or the Project except those disclosed in the list of encumbrances and title report mentioned in Annexure E (colly) and the Recitals as mentioned herein.

(iv) The Promoter and the Co-Promoter state that there are no litigations pending before any Court of law with respect to the Phase II Project, said Land or said Larger Property except those disclosed in the list of encumbrances and title report mentioned in Annexure E (colly).

(v) The Co-Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Phase II Project as mentioned in Annexure C are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Phase II Project and said Building shall be obtained by following due process of law and the Co-Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Phase II Project and said Building.

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

(vii) The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.

(viii) The Promoters confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.

(ix) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Phase II Project) has been received or served upon the Promoters in respect of the said Land except those disclosed in the title report.

(x) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Organisation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(xi) The Co-Promoter is under obligation to get timely approvals for the development of the Phase II Project and Larger Property under the Development Documents. Further, the Promoter is under obligation to construct buildings on the Larger Property and sell and market the units constructed in the Larger Property in accordance with the recitals hereinabove and the terms and conditions of the Development Documents.

(xii) The Co-Promoter shall do all such acts, deeds and things, as may be necessary and expedient to complete the development, construction and conveyance and further facilitate the sale of the Larger Property. The Co-Promoter shall also be solely responsible and liable to keep the title documents and

approvals valid and subsisting and shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard.

(xiii) The Co-Promoter agrees and undertakes that shall also be solely responsible and liable to keep the title documents and approvals valid and subsisting of the Larger Property and the Schedule II Property. Further, that shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard from any allottees, purchasers, body of purchasers etc.

(xiv) The Promoter shall do all such acts, deeds and things and render all possible assistance to the Co-Promoter as may be necessary and expedient to facilitate the conveyance of the Larger Property.

(xv) The Promoters confirms as follows

a. In case during the course of construction and/or after the completion of the Phase II Project, further construction on any portion of vacant land or building or terrace becomes possible, the Promoters shall have the exclusive right to take up or complete such further construction.
b. In the event of paucity or non-availability of any material the Promoters may use alternative materials/ article but of similar good quality. The decision of the Promoter on such changes shall be final.
c. Drinking Water, Sewerage and Drainage Source: Water Supply, Sewerage and Drainage Connection would be made available from such source as may be provided or permitted by the competent authorities as mentioned in Annexure C.
d. Fire Fighting : Fire fighting facilities would be made available as per the approved plans as may be provided or permitted by the competent authorities as mentioned in Annexure C.
e. Emergency and evacuation facilities : Emergency facilities would be made available as per the approved plans as may be provided as mentioned in Annexure C.
f. Use of renewable facilities : Details of sustainable development and use of renewable facilities is provided as mentioned in Annexure C.

(xvi) It is agreed between the Promoters and the Allottee(s) that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that the Promoters shall regulate the entry of telecom agency/services in the Project.

(xvii) The Promoters reserves its right to handover the Phase II Project in whole or in parts to any other entity, such as partnership firm, body corporate(s) whether incorporated or not, association or agency etc. by way of sale/disposal or any other arrangement, as may be decided by the Promoter in its sole discretion without any intimation, written or otherwise to Allottee(s) and the Allottee(s) agrees that they shall not raise any objection in this regard.

10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S)

The Allottee(s) or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoters and thereafter to the Organisation as follows :-

(i) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date of offer of possession of the Unit and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Unit any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit 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 Unit is situated, including entrances of the said Building and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 including to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Unit 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 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 Unit without the prior written permission of the Promoters and/or the Organisation.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of Unit, Phase II Project, Land or Larger Property 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 Unit in the compound or any portion of the said Land and the Building.

(vii) The Allottee(s) shall not use the said Unit in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said Building will be used by the Allottee(s) for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Allottee(s) shall be

responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Building and the Phase II Project.

(viii) The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters. The Allottee(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoters.

(ix) That it is agreed and accepted by the Allottee(s) that upon creation / incorporation of the said Organisation, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Organisation and that unless agreed the Promoters / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoters is limited to installation of the said equipment sonly for the first time.

(x) The Allottee(s) agree/s not to fix or install air conditioners or heaters in the said Unit, save and except at the places which have been specified in the said Unit for the installation nor in any way disturb the external façade of the said Unit.

(xi) The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the Promoters and/or Maintenance Agency and/or the said Organisation and at places earmarked by the Promoters.

(xii) Pay to the Promoters within fifteen days of demand by the Promoters, 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 Unit is situated.

(xiii) 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 Unit by the Allottee(s) for any purposes other than for purpose for which it is sold.

(xiv) The Allottee(s) shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up.

(xv) The Allottee(s) is aware that the Co-Promoter is under obligation to get timely approvals for the development of the Phase II Project and Larger Property under the Development Documents. Further, the Allottee(s) is aware that in accordance with the recitals hereinabove and the terms and conditions of the Development Documents, the Promoter is under obligation to construct buildings on the Larger Property and sell and market the units constructed in the Larger Property.

(xvi) The Allottee(s) is aware that the Co-Promoter shall do all such acts, deeds and things, as may be necessary and expedient to complete the development, construction and conveyance and further facilitate the sale of the Larger Property. Further, that the Co-Promoter shall also be solely responsible

and liable to keep the title documents and approvals valid and subsisting and shall solely be liable for any claims, losses and penalties arising out of such matters and in this regard.

(xvii) The Allottee(s) is informed that the Promoter shall do all such acts, deeds and things and render all possible assistance to the Co-Promoter as may be necessary and expedient to facilitate the conveyance of the Larger Property.

(xviii) The Allottee(s) is aware and accepts that community building/ club house (by whatever name it may be called) may be developed simultaneously to or in the subsequent phases of the Larger Property, due to planning of the Larger Property. The Allottee(s) agree/s to pay all such other charges as may be stipulated by Promoters from time to time with reference to the community building/ club house. The Allottee(s) shall not raise any objection on the same.

(xix) The Allottee(s) shall observe and perform all the rules and regulations which the Organisation and Apex Organisation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units 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 Organisation regarding the occupancy and use of the Unit 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.

(xx) Till a conveyance of the structure of the Building is executed in favour of the Organisation, the Allottee(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or Building or any part thereof to view and examine the state and condition thereof.

(xxi) Till a conveyance of the said Land on which the Building is executed in favour of Apex Organisation, the Allottee(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.

(xxii) The Allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Unit at his/her/their/its cost and responsibility. The Allottee(s) confirms that such finance/ housing loan/ mortgage from financial institution/bank for payment of instalments of the Sale Consideration as set out hereinabove may be availed on the basis that no right or interest of the Promoters under this Agreement is affected on account of finance being obtained by the Allottee(s). The Allottee(s)' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will always remain bound under this Agreement. The Promoters shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Unit on any ground or revokes the loan already granted. In case of any financing arrangement entered by the Allottee(s) with any financial

institution with respect to the purchase of the said Unit, the Allottee(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoters through an account payee cheque/demand draft. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to the Promoters within stipulated time as per the payment plan.

(xxiii) As a modality for obtaining finance, the Banks/Financial Institution may require the Promoters to give its no objection to enable a charge or mortgage of the said Unit. The Promoters agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the Promoters' right for payment of consideration on sale of said Unit due from the Allottee(s) and that the Promoters shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoters' dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Promoters within stipulated time as per the payment plan.

(xxiv) It is mutually agreed between the Promoters and the Allottee(s) that the Promoters shall not be liable for repayment of loan amount or any part thereof availed by the Allottee(s). All costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.

(xxv) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoters and the Promoters shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.

(xxvi) The Allottee(s) shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Unit.

(xxvii) The Allottee(s) agrees and undertakes that the Promoters 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 Unit by the concerned authorities due to non-payment by the Allottee(s) or any other unit holder or owner of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

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(xxviii) The Allottee(s) hereby agree and undertake that he/she/they shall pay the insurance premium of the said Unit and proportionate area of the Project, from such date as intimated and instructed by the Promoters.

(xxix) The Allottee(s) hereby agrees and undertakes that he/she/they shall maintain and up-keep the said Unit, Building and the Phase II Project, so that Amenities may be well maintained.

(xxx) The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoters be held liable in any manner whatsoever, for the same.

(xxxi) The Allottee(s) undertake/s to timely sign and execute all applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within such period as notified by the Promoters in writing, after paying registration fee/ charges, stamp duty and other charges/ expenses (as may be applicable). In case, the Allottee(s) fails or neglects execute and/ or register (if may be applicable) applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within the date notified, physical possession of the said Unit to Allottee(s) may be withheld by the Promoters and penalty if any shall be payable under the relevant laws for delay in such completion. The Promoters shall have the right to cancel the allotment/this Agreement in case the Allottee(s) fail/s to have the Agreement and/ or Sale Deed within sixty (60) days from the date notified to the Allottee(s).

(xxxii) The Allottee(s) is aware that the Promoters may, either by itself and/or its nominees/associates/affiliates also retain some portion or units in the Phase II Project which may be subject to different terms of use, including as a guest house or an unit for corporate use, as may be under the applicable laws and the Allottee(s) gives his unequivocal consent for the aforesaid.

(xxxiii) The Allottee(s) shall not sell, lease, let, sub-let, transfer, assign or part with the Allottee(s)' interest or benefit under this Agreement or part with the possession of the Unit till the Date of Completion of Project and all the amounts payable by the Allottee(s) under this booking are paid in full to the Promoter and the Allottee(s) is not in breach of any of the terms and conditions of this Application Form and/ or Agreement for Sale. Any sale/transfer of the Unit after this time shall require written approval from the Organization of unit owners (and till such time that the Organization is formed, the Company) and payment of administrative charges as communicated by the Promoter or Organisation (as the case may be) to ensure that the inherent nature of the Phase II Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Organization. Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Ultimate Organization is formed, the Company), shall not be valid and not binding on the Organisation and / or the Company, as the case may be.

(xxxiv) At any time after allotment of the Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] shall be payable in case such nomination / transfer is in favour of the

spouse or child, parents or brother or sister of the either Allottee(s) and the Allottee(s) shall be solely responsible at their cost, for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

11. MUTUAL OBLIGATIONS BETWEEN THE PARTIES

The Parties or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby represents and warrants as follows :-

(i) Mortgage and Charge

a. The Promoters may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to **"the said Banks"**), under which the said Bank would grant a line of credit to the Promoters to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoters by the said Bank, the Promoters creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time.
b. The title deeds relating to said Land may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Promoters under the said line of credit arrangement.
c. The Promoters specifically reserves the right to offer and to create charge on Phase II Project (except the said Unit) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoters and Allottee(s) has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Promoters for doing the same. The Allottee(s) whenever asked in support of by the Promoters in this regard, shall give and grant to the Promoters, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of the said Unit. Failure on the part of the Allotee(s) to implement and comply with this essential condition will be treated as a breach of this Agreement, and the Promoters shall thereupon be entitled to cancel and terminate this Agreement.

(ii) Compliance

a. That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Promoters that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoters for occupation and use of the said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.

b. If the Allottee(s) is the resident outside India or having Non Resident Indian (NRI) or Oversees Citizen of India (OCI) status, such Allottee(s) clearly and unequivocally confirms he shall be individually and solely responsible for compilation with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India The Allottee(s) shall also furnish the required declaration the Promoters in the prescribed format, with such permission/approvals/no objections to enable the Promoters to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoters, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s). The Promoters shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoters fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate in writing to the Promoters immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non-fulfillment of the permission as mentioned above, the amount paid towards Sale Consideration paid will be refunded without interest, by the Promoters (excluding taxes) as per the cancellation process mentioned in this Agreement and the allotment cancelled forthwith and the Promoters will not be liable in any manner on such account. In case of Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees and Allottee(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Consideration as mentioned above from the concerned authorities. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee(s). The date in which such credit is made to the bank account of Allottee(s) will be considered as date of payment and no other date. Allottee(s) shall provide to the Promoters copy of the SWIFT message to trace the remittance in India.

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c. The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "**Anti - Money Laundering Regulations**"). The Allottee(s) authorizes the Promoters to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoters becomes aware and/or in case the Promoters is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoters shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoters. In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoters to the Allottee(s) subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement only after the Allottee(s) furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).

d. The Allottee(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Unit and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by the said statutory authorities.

e. The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified by the Promoters.

(iii) Club House/ Community Building

a. The Promoter proposes to develop a club house or community building (as the case may be) ("Club") for the allottee(s) and occupants of the said Larger Property, including the Phase II Project, along with such other amenities subject to approvals, permissions and sanctions received from the competent authorities and statutory bodies for the purpose of use and enjoyment of the allottee(s) and occupants of the said Larger Property. The Club may be developed simultaneous with the other phases in the said Larger Property.

b. The Allottee(s) hereto is aware that the Promoter may construct one or more club house/ community building in the Larger Property and the Allottee(s) shall have access only to the Club in respect of his Building and to the one which is designated to his Unit.

c. The Allottee(s) has agreed to avail membership of the Club, by paying to the Promoter the all charges relating to the usage and membership of the Club, in addition to the Sale Consideration as specified in Annexure I and the non-refundable membership fees and also agree/s to pay all such other charges as

may be stipulated by the Promoter and/or the Maintenance Agency, from time to time.

d. Upon making full payment of all amounts due under this Agreement and completion of the Club, the Allottee(s) shall be entitled to use the facilities of the Club which is proposed to be constructed on the portion of the said Larger Property.
e. The Allottee(s) agrees that the Club shall be used only by the occupants of the Unit. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the Promoter and/or the Maintenance Agency, from time to time. Entry to the Club and use of the facilities, by any of their guests shall be charged, as determined by the Promoter and/or the Maintenance Agency. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of the Club. The Allottee(s) undertakes to be bound by the rules framed by the Promoter and/or the Maintenance Agency with regard to the access to the Club and/or and the Allottee(s) hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Allottee(s) of the Unit and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit is sold/transferred by the Allottee(s), then in such event the Allottee(s) shall be deemed to have transferred the right to utilize the Club as well as the membership to the prospective purchaser/transferee of the Unit. The Allottee(s) shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Allottee(s).
f. It is also clarified that no outsider, without prior permission of the Promoter or Maintenance Agency will be allowed to enter and use the Club.
g. The Promoter does not warrant or guarantee for use, the performance or services otherwise provided by the operator of the Club. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non-performance of the services or otherwise provided to the Allottee(s).

(iv) Un-sold and un-allotted units and areas

a. It is agreed and understood between the Promoter and the Allottee(s) that after the formation of the Organisation, the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold apartments, premises, units, un-earmarked areas etc. in the said Project.
b. All unsold and/or un-allotted units, areas and spaces in the Building and Phase II Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Phase II Project and Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Land and the Building and Phase II Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

c. Even after the Promoter developing the said Phase II Project /Larger Property, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Organisation. Such purchaser/s and allottee(s) (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Organisation or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold flats/ premises.

d. The Promoter shall be entitled to enter in separate agreements with the owners, allottee(s) of different units in the Building or Phase II Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new allottee/s as member/s of the Organisation or Apex Organisation or Apex Organisations.

e. The Allottee(s) and / or Organisation or Apex Organisation or Apex Organisations shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the bye-laws, rules and regulations or resolutions of the Organisation or Apex Organisation or Apex Organisations.

(v) Defect Liability

a. In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges as specified in Annexure G from expiry of CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter' obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.

b. Additionally, the Promoter shall not be liable in case of the following :

i. Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose
ii. Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
iii. Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
iv. Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
v. Structural defects occurring in the Unit or unit that has undergone civil renovations.

c. In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses

(vi) Right of way

a. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users and owners of units in the Building being constructed on the Land (present and future) at all times and the right of access to the Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Land and the said Larger Property, if necessary to connect the drains, pipes, cables etc. under, over or along the Land appurtenant to each and every building to be constructed on the Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s) /other occupants of units in building constructed on the Land till such time the Land is handed over to the Organisation/ Apex Organisation, as applicable.
b. The Promoter shall make necessary provisions for the above in the definitive documents for conveyance/ transfer/ lease (as the case may be) to be executed in respect of the sale/transfer of units in the Building to be constructed on the said Land. The Allottee(s) hereby expressly consents to the same.

(vii) Show unit / Sample unit/ Mock up unit

a. The Allottee(s) agree/s and understand/s that all the materials and fittings which are exhibited in the Show unit / Sample unit/ Mock up unit may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Unit (the said Unit) agreed to be constructed.
b. The Allottee(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the Show unit / Sample unit/ Mock up are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show unit / Sample unit/ Mock up may have been changed at some places as per the advice of the interior designer.
c. The Allottee(s) also agree/s and understand/s that the dimensions and the area of the said Unit, which is agreed to be constructed, shall vary from this Show unit / Sample unit/ Mock up based on the floor, block and location of the Unit.

(viii) Branding

a. It is agreed by the Allottee(s) that the name of the Phase II Project "Aveza Phase II" and the Larger Property "Aveza" or of the individual towers may be changed at the sole discretion of the Promoter and the Allottee(s) shall not be entitled to raise any objection to the same.
b. The Allottee(s) acknowledges, agrees and undertakes that the Allottee(s) shall neither hold the Promoter or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Promoter nor make any claims/demands on the Promoter or any of its sister concerns or affiliates with respect thereto.

12. ASSIGNMENT

The Promoters may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Phase II Project in accordance with the applicable laws. On such transfer, the assignee or transferee of the Promoters shall be bound by the terms and conditions herein contained.

13. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters 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 within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the

concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters 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) without any interest or compensation whatsoever, subject to the forfeiture clause as stated in the Application Form or Agreement of Sale.

14. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoters and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

15. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Promoters and the Allottee(s) hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Phase II Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. Allottee(s) can assign, transfer, lease or part with possession of the said Unit with the prior intimation to Promoters. In such an event, except sale, it shall be the responsibility of Allottee(s) to continue to pay the charges pertaining to the said Unit of whatsoever nature payable under this Agreement to Promoters. Allottee(s) undertakes that it shall not divide/ sub-divide the said Unit in parts without the prior consent of Promoters, except the partitions, additions, and alterations as provided in the Agreement. It is further agreed by Allottee(s) that he/ she/ they shall make sure that in the event the said Unit is transferred/ sold or Allottee(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers

and documents and do all the acts, deeds, which Promoters require necessary for safeguarding its interest in the Project.

16. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

17. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

18. FURTHER ASSURANCES

Promoters and the Allottee(s) 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.

19. PLACE OF EXECUTION

(i) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory which may be mutually agreed between the Promoters and the Allottee(s), in after this Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

(ii) The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease as the case may be, at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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20. COMMUNICATION

(i) That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as mentioned in this Agreement.

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

21. JOINT ALLOTTEES

That in case there are Joint Allottee(s) all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

22. JURISDICTION AND ARBITRATION

(i) All disputes or differences relating or arising out of or in connection with the booking and allotment shall be read with the terms and conditions contained herein and shall be mutually discussed and settled between the parties.

(ii) All disputes or differences whatsoever which shall arise at any time hereinafter between the parties hereto so far as it is possible, shall be settled in the manner and by the process mentioned in this clause.

(iii) The Allottee(s) can refer his grievances to the Regional Service Manager for this project ("RSM") with necessary supporting papers and documents ("First Level Escalation").

(iv) Such RSM shall endeavor to satisfactorily resolve such grievance/s within two weeks (or such extended period duly recorded in written communication by either party/s) of receipt of such formal communication of grievance (with necessary supporting papers and documents) from the Allottee(s).

(v) In the event the RSM does not reply to the Allottee(s) within two weeks from the date of escalation to the Regional Service Manager and/ or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from such RSM, he shall refer the matter to Head-CRM (Customer Relationship Management) as the "Second Level Escalation". In the event the Head-CRM does not reply to the Customer/s within three weeks from the date of escalation to Head-CRM and/ or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from the

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Head-CRM, he shall have the option to escalate to the Head Customer Care as the "Third Level Escalation". In the event the Head Customer Care does not reply to the Customer/s within two weeks from the date of escalation to Head-CC and/ or if the Allottee(s) is not satisfied with the response and resolutions received and proposed from the Head-CC, he shall have the option to refer his grievance to the Ombudsman.

(vi) Once either party decides to refer a grievance to the Ombudsman for resolution, he can write an email at ombudsman@tatahousing.com with details of their grievances and issues, with necessary supporting papers and documents and remedy/ prayer sought from other party. Such Ombudsman shall be conducted by an independent professional third party/person/body, who is at arms's length relationship with both the Parties. The ombudsman proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language. Costs and expenses for such ombudsman process is mentioned in the Ombudsman Policy framed by the Promoter and displayed at its website.

(vii) If the disputes or differences between the Parties as mentioned above remain un-resolved post referring the same to Ombudsman or the Allottee(s) is not satisfied with the award of the Ombudsman, either Party shall have the option to refer such matter to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only a sole Arbitrator nominated mutually by both the parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The seat of arbitration and arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties.

(viii) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the courts of Mumbai shall have exclusive jurisdiction.

(ix) The above clause shall survive the termination and/ or cancellation of this Agreement.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

(Description of the said MHADA Land)

ALL THOSE pieces and parcels of non-agricultural land or ground admeasuring 24.71 Acres equivalent to 1,00,002 Sq. mtrs. situate at Mulund (East), Mumbai 400 081, Taluka Kurla, District Mumbai Suburban of Village Mulund (East), now in the Registration District and Sub-District of Mumbai City, situate within the

limits of Bruhan Mumbai Mahanagarpalika, bearing City Survey Nos. 1320-A (part), 1320/A/21/1 to 4, 1320/A/22 to 33 and bounded as follows

On or towards the East : Mangroves
On or towards the West : HIG buildings
On or towards the North : Mangroves
On or towards the South : Low rise buildings, mangroves

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Description of the said Schedule II Property)

ALL THOSE pieces and parcels of non-agricultural land or ground admeasuring 8.64 Acres equivalent to 34964.52 sq. mtrs. situate at Mulund (East), Mumbai 400 081, Taluka Kurla, District Mumbai Suburban of Village Mulund (East), now in the Registration District and Sub-District of Mumbai City, situate within the limits of Bruhan Mumbai Mahanagarpalika, bearing Survey no. 386 (pt) and City Survey Nos. 1320-A (part), and bounded as follows

On or towards the East : Mangroves
On or towards the West : HIG Buildings, NH 3 Highway
On or towards the North : Mangroves
On or towards the South : Bus station, redevelopment buildings

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Land)

All that pieces and parcels of land area of admeasuring 15775.18 sq.mtrs. (including area of 1266 sq. mtrs., referred as "Building Area") in CTS No. 1320A (PT) /1320/A/21/1 to 4, 1320/A/22 to 1320/A/33, situate at Mulund (East), Mumbai 400 081, Taluka Kurla, District Mumbai Suburban of Village Mulund (East), now in the Registration District and Sub-District of Mumbai City, situate within the limits of Bruhan Mumbai Mahanagarpalika and bounded as follows :
On or towards the East : Tower C and Nullah
On or towards the West : Nullah
On or towards the North : Nullah
On or towards the South : Club House and Podium

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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Unit)

Residential Unit No. _____ admeasuring _____ sq. mtrs. equivalent to sq. ft. carpet area on _____ floor in _____ building/ Tower / Block in the Phase II Project along with proportionate right in common areas of the said Phase II Project.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH and YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:

SIGNED SEALED AND DELIVERED)
For and on behalf of the withinnamed)
TATA HOUSING DEVELOPMENT)
COMPANY LIMITED)
By its authorized signatory,)
Mr_____)

In the presence of witnesses;)

1._____)

2._____)

SIGNED SEALED AND DELIVERED)
For and on behalf of the within named)
M/S. RICHA REALTORS, through their)
Constituted attorney Tata Housing)
Development Co. Ltd. through)

In the presence of witnesses;)

1._____)

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2._____)

SIGNED SEALED AND DELIVERED)
For and on behalf of the withinnamed)
Allottee(s)_____)

_____)

In the presence of witnesses;)
)
1._____)

2._____)

RECEIPT AND ACKNOWLEDGEMENT

The Allottee(s) has/ have paid a sum of Rs. _____ (Rupees _____
_____
_____)
on or before execution of these presents and the balance consideration is payable as per the following payment plan as agreed between the parties and attached to this Agreement.

WE SAY RECEIVED
For TATA HOUSING DEVELOPMENT CO. LTD.

PROMOTER

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ANNEXURE A
COPY OF THE AUTHENTICATED APPROVED PLAN OF THE SAID MHADA LAND

ANNEXURE B

COPY OF THE AUTHENTICATED APPROVED PLAN HIGHLIGHTING THE SAID BUILDING AREA WITHIN THE SAID LARGER PROPERTY IN HATCHED LINES.

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ANNEXURE C

List of Permissions and Approvals

Sr. No.	List of approvals	Details
1.	Intimation of Disapproval	Intimation of Disapproval under S.346 of Mumbai Municipal Corporation Act, as amended up to date CE/5062/BPES/AT, 8 November, 2013, MHADA, MHADA New PMGP C.H.S Ltd. & RICHA Realtors C.A to Society
2.	Commencement Certificate	Commencement Certificate - C-3 NO. CE/5062/BPES/AT Municipal Corporation of Greater Mumbai FORM 'A' Maharashstra Regional and Town Planning Act,1996, validated upto 23 February, 2018
3.	Amended layout plan	MCGM Approved vide approval 9 March 2017
4.	Details and sanction for supply of[#]	
	a) civic and infrastructure facilities such as, electricity[*]	MAHAVITARAN REF: EE/MND/T/ NO 1651 N.O.C for release connection to M/s Richa Realtors, S.No. 386, CTS No.1320, Village Mulund, MHADA, New PMGP Colony, Mulund (East), Mumbai-81
	b) Sewer and sanitation	MCGM permission bearing no. Dy Ch E-6983 / SWD/ES dated 7 February, 2014
	c) municipal water,	MCGM, Water department permission dated 15 January, 2014
	d) fire-fighting facilities and emergency &	NOC From MCGM Fire Brigade Department bearing no. FB/HR/ESI890 dated 18 July, 2013

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	evacuation services	
	e) external access roads of the Project	DP Road
5.	RERA Registration Number and all RERA details	P51900007740 valid upto 31 December, 2024, available at website link http://maharera.mahaonline.gov.in

#The Promoter has clarified to the Allottee(s) that the Phase II Project may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the said Unit, as the same is to be provided by the concerned government or local authority or body. The Allottee(s) agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

ANNEXURE D

COPY OF THE COMMENCEMENT CERTIFICATE

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ANNEXURE E (colly)

COPY OF THE TITLE CERTIFICATE

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ANNEXURE E (colly)

LIST OF ENCUMBRANCES ON THE SAID PHASE II PROJECT

A. Litigations

1. Writ Petition No. 2051 of 2015, M/s Richa Realtors V/s State of Maharashtra and others, before the Bombay High Court
2. Mulund Project Industrial Labour Court, Thane Complaint (ULP) No. 235 of 2016, The General Secretary, Mah Shramik Sanghtana Vs. Rajendar Das (Contractor) and others.

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B. Encumbrances:

The Said Property / Project is having Specific Loans dated 16th May 2014 by the Landers (SBI) for an amount of Rs. 160 Crores and Specific Loans dated 03rd May 2016 by the Landers (SBI) for an amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only), SBI have created hypothecation and mortgage over the immovable and movable assets of the project.

C. Disclosure:

(i) **IDBI Bank** - Tata Housing Development Company Limited has obtained working capital facility from IDBI Bank on 11.06.2015. Security being 1st Pari Passu Charge by way of Hypothecation on the entire assets of Tata Housing Development Company Limited and Collateral being Negative Lien on Eruchshaw Building at Fort.

(ii) **State Bank of India**:- Tata Housing Development Company Limited has renewed its Cash Credit Facility of State Bank of India on 17.03.2017. Security for the same being Hypothecation on the entire current assets present and future of the Tata Housing Development Company limited on Pari Pasu basis with other banks under Multiple Banking Arrangement.

(iii) **IDFC Bank:-** Tata Housing Development Company Limited has obtained various banking facilities / financial assistance such as Short Term Loan / Working Capital Demand Loan, Over draft, Letter of Credit, Bank Guarantee dated 2.12.2015. Security for the same being 1st Pari Passu Charge on the current assets of Tata Housing Development Company limited.

(iv) **The HSBC Limited:-** Tata Housing Development Company Limited has obtained various Working Capital Facilities such as Over Draft, Working Capital Loan, Documentary Credit, Deferred Payment Credit, Guarantee dated 23rd May 2013. Security for the same being Pari Passu Charge over Stock and receivables.

(v) **Deutsche Bank AG**:- Tata Housing Development Company Limited has obtained various banking Facilities vide its letter dated 23.03.2016. Security for the same being Hypothecation on stocks and book –debts of the Tata Housing Development Company limited on Pari Pasu basis with other banks under Multiple Banking Arrangement.

(vi) **ICICI Bank Limited:-** Tata Housing Development Company Limited has obtained various working capital facilities dated 21.04.2015. Security for the same being 1st Pari pasu charge by way of hypothecation of the Tata Housing Development Company Limited's stocks of raw materials, semi finished and finished goods, consumable stores and spares and such other moveable including book-debts, bills whether documentary or clean, outstanding monies, receivable both present and future in the form and satisfaction of the bank. The security shall exclude stocks, receivable and other assets of those project for which Tata Housing Development Company Limited has availed specific funding / construction finance

ANNEXURE F

AUTHENTICATED COPY OF THE PROPERTY CARD OF PHASE II PROJECT

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ANNEXURE – G

1.	**Details of the Unit**	**Unit No.**	
2.	**Building Name / Number**		
3.	**Floor Plan of the Unit**	**Annexure B1**	
4.	**Carpet Area of the Unit[1] (in sq. mtr and sq. ft)**		
5.	**Exclusive Balcony / Verandah Area[2] (in sq. mtr and sq. ft) [if applicable]**		
6.	**Exclusive Open Terrace Area[3] (in sq. mtr and sq. ft) [if applicable]**		
7.	**Car Parking Spaces**	*Location*	*Number*
		Dependent ☐	*Independent* ☐
		[Please mention the number of covered car park(s). Mention '0' where not applicable.]	
8.	**Source of Funds**	Self-Finance: Loan Required:	
9.	**Source of Booking**	Direct ☐ Channel Partner ☐ Sub Source:	
10.	**Real Estate Agent name (if applicable) and RERA Registration no#**	a) Name of Entity:- _____ _____	

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		b) Seal c) RERA Registration Number _____, validity upto _____ *d)* State of registration :-
11.	**Whether Applicant is an Employee of Tata Group**	Yes ☐ No ☐ (Tick as applicable) If Yes, provide a copy of the I-card/proof of identity
12.	**Sale Consideration of the said Unit**	Rs.
13.	**Construction Linked / Any Scheme**	
14.	**Details of such Scheme (if any)**	
15.	**Subvention/ Benefit/ Discount provided (if any)**	
16.	**Date of Completion of Project[##]**	
17.	**Payment Schedule**	Annexure E
18.	**Deposit, outgoings and other charges**	Annexure E
19.	**Initial token amount / Application Money**	
20.	**Details of payment of Initial token amount**	
21.	**Payments to be made in favour of**	
22.	**Interest for delayed payments**	As per applicable law
23.	**Holding Charges of the said Unit**	

[*]Area measurement is approximate and subject to variation.

[1]"Carpet Area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

[2]"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee(s).

[3]"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).

[#] The Promoter shall not be liable to the Allottee(s) for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner,

[##]Subject to terms and conditions mentioned in the Application Form/ Agreement.

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ANNEXURE – H
AUTHENTICATED COPY OF THE APPROVED FLOOR PLAN OF THE SAID UNIT

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ANNEXURE I
PAYMENT SCHEDULE AND DEPOSITS AND OTHER CHARGES

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NOTE : 1. All construction related dues need to be completed within 45 days from the date of the Application Form
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter
3. In the event the Allottee(s) approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.
4. Sanction Letter cannot be submitted to cover any portion of payment of 19.9% and this should be paid by the Allottee(s) from his own sources only.
5. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicants/s.
6. The Allottee(s) shall pay all charges and expenses with respect to formation and conveyance to the Organization and Apex Organization (as the case may be), including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the Agreement for Sale.
7. The Applicants/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Applicant's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
8. Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee(s).

ANNEXURE J

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- **PART A – FIXTURES AND FITTINGS FOR THE SAID UNIT**

	List of Amenities and Specifications	**List of brands**
1.	CP Sanitary ware	American standard / Grohe /Kohler
2.	Tiles	Zealtop
3.	Electrical Items	Neri
4.	DG Sets	Goel
5.	Hardware	Dorset/ Neki/ Hafele/ Godrej
6.	Video Door Phone	CP Plus
7.	Elevators	Eros
8.	Electrical switches	Schneider/ Legrand/ Crabtree

	List of Amenities and Specifications	**List of brands**
9.	CP Sanitary ware	American standard / Grohe /Kohler
10.	Tiles	Zealtop
11.	Electrical Items	Neri
12.	DG Sets	Goel
13.	Hardware	Dorset/ Neki/ Hafele/ Godrej
14.	Video Door Phone	CP Plus
15.	Elevators	Eros
16.	Electrical switches	Schneider/ Legrand/ Crabtree

**Or equivalent brands

- **PART B – AMENITIES AND SPECIFICATIONS FOR THE SAID UNIT AND BUILDING**
  (these amenities and specifications of the Unit and Building shall be ready for use at the time of possession of the Unit)##

1.	**Rooms**	Vitrified tiles in flooring in entrance foyer, Living, Dining and Passage
		Vitrified tiles in all rooms
		Gypsum plaster for walls with premium quality plastic emulsion paint on walls and ceiling
		Anodised aluminium windows
		Solid core flush door with melamine polished veneer finish on both sides
2.	**Kitchen**	Vitrified flooring

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		Gypsum plaster for walls with premium quality plastic emulsion paint on walls and ceiling
		Ceramic tile dado above counter upto 2' height
		Not applicable
		Granite platform with stainless steel sink
3.	**Toilet**	Anti-Skid Premium Vitrified flooring
		Ceramic tile dado
		Premium quality Sanitary ware, CP fittings & fixtures
		Not applicable
		Concealed plumbing
		Not applicable
		Exhaust fan
4.	**Electrical Fittings**	Premium branded Modular switches
		Sufficient electrical points in all rooms
		Concealed copper wiring
		Not applicable
		Cable TV point in Living & all Bedrooms
		Telephone point in Living & Master Bedroom
5.	**Security**	Premium branded main entrance rim locks with night latch, tower bolt, peep hole & safety chain
		Video door phone connected between building entrance lobby and apartment
		Gated entry / exit with intercom
		Intercom system connected between Tower entrance lobby and all apartments
		Public address system in all parking levels and lift lobbies
		Fire alarm system in all parking levels and lift lobbies
		CCTV`s & Dome cameras at ground levels at the periphery of the complex, entrance lobbies and parking level lobbies
6.	**Building**	Aesthetically designed grand entrance lobby for all Buildings
		High speed elevators in all Towers
		Granite flooring in main entrance lobbies and Premium Vitrified tile flooring in all typical floor lobbies and corridors
		Polished Kota in staircases till 1st floor and Cement tiles thereon
		DG Power backup for common areas

##Or equivalent. Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize,

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perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same. Shade and pattern variation is a property of natural stone. Though all efforts shall be made during laying of stone pieces, to minimise perceptible variation in shade and pattern, the Promoter shall not be held liable in any manner whatsoever for the same.

- **PART C –AMENITIES IN THE SAID LARGER PROPERTY**

(to be shared between all phases of the said Larger Property)

	List of Amenities and Specifications for the Project	**Area location/ Description**	**Stage wise time schedule of completion**
1.	Gymnasium and Health Spa	Club House	Same as Date of Completion of the Project
2.	Yoga / Aerobics room		Same as Date of Completion of the Project
3.	Multipurpose hall		Same as Date of Completion of the Project
4.	Indoor games room		Same as Date of Completion of the Project
5.	Table tennis, Pool/Snooker, Kids play room		Same as Date of Completion of the Project
6.	Badminton court		Same as Date of Completion of the Project
7.	Squash court		Same as Date of Completion of the Project
8.	Swimming pools		Same as Date of Completion of the Project
9.	Tennis court		Same as Date of Completion of the Project
10.	Half Basketball court		Same as Date of Completion of the Project
11.	Landscaped gardens with traffic free children's play area	On Podium top	Same as Date of Completion of the Project
12.	Party / event lawn		Same as Date of Completion of the Project
13.	Topiary gardens		Same as Date of Completion of the Project

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14.	Seniors garden		Same as Date of Completion of the Project
15.	Seating & reading areas		Same as Date of Completion of the Project
16.	Jogging track		Same as Date of Completion of the Project

- **PART D – ARCHITECTURAL AND DESIGN STANDARDS OF THE PHASE II PROJECT**

1.	The Building is designed as per Indian Standard code and satisfying Codal provisions of Earthquake resisting measures.
2.	The technology used for the construction is system formwork

ANNEXURE K

The authenticated copy of the registration certificate of the Phase II Project under the Real Estate (Regulation and Development) Act 2016.

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ANNEXURE – L

DECLARATION

I/ We, Mr/ Mrs./Ms. _____
R/o_____

OR M/s. _____
having its registered office at_____
through its Authorised Signatory _____

Do hereby declare that we are the Allottee(s) Unit No. _____ in Building _____, "Aveza", constructed at Mulund (E) and that we shall abide by the terms and conditions of this Agreement. We further undertake to comply with the decisions of the Organization (as and when formed) taken from

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time to time. We also undertake to pay monthly subscription/ common expenses or other fund or deposit in accordance with the decisions of the General Body/ Board of Managers of the Organization.

Date …….. Signature ……..……

Place …….. Full Name ……..……..
(In Block Letters)

AFFIDAVIT

I/We _____
_____R/o_____
_____

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or M/s._____ having its registered office at _____ _____ through its Authorised Signatory _____ do hereby affirm and declare as under:

1. That I / We have purchased a flat No. _____, in _____ Building in "Aveza", constructed at Mulund (E) (hereinafter referred to as "the Unit), TATA HOUSING DEVELOPMENT CO. LTD. (herein referred to as **'PROMOTER**).
2. That the Promoter has offered to install requisite equipments in order to make available power backup in the Project.
3. That I / We accept the above offer on the broad terms as envisaged herein below.
4. That I / We hereby agree to avail power backup services at the Unit, to be provided by the nominated Maintenance Agency of the Promoter (hereinafter referred to as the 'Maintenance Agency').
5. That I / We do hereby affirm and declare that I / We shall use the power backup services in conformity with the conditions, rules, regulations, circulars, instructions, notices and information as may be provided by the Promoter / Maintenance Agency.
6. That I / We do hereby agree, affirm and declare that I / We shall regularly pay the proportionate consumption charges calculated on per unit metered reading basis, that may installed by the Promoter / Maintenance Agency from the Electrical supply company (ESC) and / or any alternative source of energy.
7. That I / We do hereby agree and affirm that I / We shall be billed by the Promoter / nominated Maintenance Agency based on metered reading and that I / We undertake to pay the same within 7 days of receipt of the said bill.
8. That I / We agree that in the event the Promoter installs a separate electric meter for such purpose, I / We shall have no objection to the same.
9. That I / We understand that in the event a separate electric meter is installed by the Promoter / Maintenance Agency from the Electrical supply company (ESC) and / or any alternative source of energy, the cost of such installation / repairs / replacement shall be borne by me / us.
10. That I / We hereby agree and affirm that in the event of non-payment of the aforesaid bills within due date, the Promoter / Maintenance Agency shall be at liberty to disconnect the said Power Backup services and demand payment of interest on the delayed payment at such interest rates at par with long term deposit along with other surcharges at applicable rates which I / We shall be obliged to pay. Further any reconnection of the same shall be done only after payment of all the dues, including interest, cost, damages, etc. I / We agree that the cost of reconnection shall be borne by me / us.
11. That I / We shall pay all the aforesaid charges billed to me / us and I / We shall not hold or delay the

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payment of bill of any difference / dispute as to the accuracy or otherwise. I/ We further agree and affirm that in the event of any difference/dispute, I / We shall first pay the required bill and thereafter seek to resolve the dispute within seven days of the due date as stated in the bill.

12. That I / We do hereby agree and affirm that all installations including but not limited to electrical wiring inside the Unit shall be done in conformity with the specifications and standards provided by the Promoter / Maintenance Agency at costs to me / us. I / We shall be solely responsible for any accident, injury, damage to the Unit /Building and shall not hold the Promoter / Maintenance Agency responsible for any default or non-compliance in this regard.
13. That in the event the Unit is Leased / Licensed to any other person or entity, I/We shall indemnify the Promoter / Maintenance Agency towards timely and adequate payment of bills towards the aforesaid power backup services.
14. That in event the Unit is Leased / Licensed to any other person or entity, I/We shall indemnify the Promoter / Maintenance Agency against any theft, misuse, nuisance, delay or default in payment of consumption and other charges due and payable by such person or entity.
15. I / We agree that in case of non-use of power backup services for a period of one month or more, I / We shall pay the minimum per KWH of my/our connected load as per the circular / guidelines issued by the Promoter / Maintenance Agency from time to time, provided prior intimation thereof has been given to the Promoter / Maintenance Agency.
16. That I/We agree and affirm that I/We shall always comply with the applicable laws for the time being in force including but not limited to electricity laws and shall throughout indemnify the Promoter / Maintenance Agency against non-compliance of the same on my / our part.

DEPONENT

VERIFICATION

Verified this _____ day of _____, 20_____ that the contents of Paras 1 to 16 of the Affidavit are true and correct to my own knowledge and that nothing material has been concealed therefrom.

DEPONENT

PROMOTER & CO-PROMOTER

ALLOTTEE(S)

ANNEXURE – 'M'

Application for Membership of Organization (To be filled by ALLOTTEE(S))

To,
The Secretary,
"Aveza Flat Owners Organisation",
Mulund (E)

Sir,

I/We have entered into an agreement with TATA HOUSING DEVELOPMENT CO. LTD. to purchase the Unit bearing unit No. _____, _____ Building in the Complex **"**Aveza**".**

Please enroll me as a member of the "Aveza Flat Owners Organisation" ", and I/We herewith remit a sum of Rs. _____/- (Rupees _____ _____) towards entrance fees of the said Organization.

Kindly keep me/us informed of the activities of the Association from time to time.

Thanking you,

Yours faithfully

INSERT Re 1 REVENUE STAMP

PROMOTER & CO-PROMOTER

ALLOTTEE(S)

(_____)
Allottee(s)/Member
Date :

ANNEXURE – 'N'

SUB: FORMATION OF AVEZA FLAT OWNERS ORGANISATION

Dear Sirs,

Enclosed herewith is a duly filled Membership Form and Declaration for enrolment as Member of "Aveza Flat Owners Organisation".

I/We also authorize M/s _____ and / or its officers to process the documents / papers for formation of the Association and take all appropriate steps / action in this regard.

Thanking you,

PROMOTER & CO-PROMOTER

ALLOTTEE(S)

Yours sincerely,

_____

Name: _____

Address: _____
_____
_____
_____

Encls: As above.

ANNEXURE – 'O'
DECLARATION

I / We _____

PROMOTER & CO-PROMOTER

ALLOTTEE(S)

R/o_____

or

M/s. _____ having its registered office at_____ _____ through its Authorised Signatory _____ do hereby declare that we are the ALLOTTEE(S) / owner(s) of Unit No. _____, in Building _____, "Aveza" and that we shall abide by the provisions of the regulations applicable rules made thereunder and the Bye-laws of the Organization. We further undertake to comply with the decisions of the Aveza Flat Owners Organisation taken by it from time to time. We also undertake to pay monthly subscription / common expenses or other fund or deposit in accordance with the decisions of the General Body / Board of Managers of the Organization.

INSERT Re 1
REVENUE
STAMP

Date:……. Signature……

Place:……. Full Name……
(In Block Letters)

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ALLOTTEE(S)

ANNEXURE – 'P'
FLAT OWNERS ASSOCIATION

Detail of Property
Unit No. _____
Block / Tower_____,
Aveza

MEMBERSHIP FORM

Details of ALLOTTEE(S) / Owner:

1. Name of Allottee /Owner:
2. Son / Daughter / Wife of:
3. Resident of:
4. Permanent Address:
5. Office Address:
6. Telephone:
   a. Residence:
   b. Office:
   c. Mobile:
7. E-mail:

PARTICULARS OF NOMINEE IF ANY:

1. Name:
2. Son / Daughter / Wife of:
3. Resident of:
4. Permanent Address:
5. Office Address:
6. Telephone:
   a. Residence:
   b. Office:
   c. Mobile:

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ALLOTTEE(S)

7. E-mail

PROMOTER & CO-PROMOTER

ALLOTTEE(S)