

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai on this _____ day of _____ 20 ____;

BETWEEN

M/s. DAMODAR SURUCHI DEVELOPERS, a registered Partnership firm and having its office at 8, Ground Floor, Abhishek Building, Behind Kuber Complex, Opp. Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai 400 053, hereinafter referred to as "**the Promoter/Developer**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present partners, their heirs, executors, administrators of the last surviving partner, successors and assigns) of **ONE PART**;

registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 under sr. no. BOM/W/HSG-TC 9247/1995-96 dated 19 March 1996, and (iii) Kandivali Hanuman Nagar Samarth Krupa Co-operative Housing Society Limited registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 under sr. no. BOM/W/HSG-TC 9371/1995-96 dated 11 July 1996, (hereinafter collectively referred to as "**the said Society**").

- (c) By its Special General Body Meeting held on 10 October 2005, the Kandivali Hanuman Nagar Samarth Co-operative Housing Society Limited, representing certain occupants of the Property passed a resolution to appoint the Promoter herein as the Developer to develop the said Property in terms of Regulation 33(10) of the Development Control Regulations, 1991 ("**DCR**") as applicable to the city of Mumbai.
- (d) By its Special General Body Meeting held on 15 October 2005, the Kandivali Hanuman Nagar Samarth Krupa Co-operative Housing Society Limited, representing certain occupants of the Property passed a resolution to appoint the Promoter herein as the Developer to develop the said Property in terms of Regulation 33(10) of the DCR, as applicable to the city of Mumbai.
- (e) By its Special General Body Meeting held on 2 September 2012, the Kandivali Hanuman Nagar Shree Samarth Co-operative Housing Society Limited, representing certain occupants of the Property passed a resolution to appoint the Promoter herein as the Developer to develop the said Property in terms of Regulation 33(10) of the DCR, as applicable to the city of Mumbai.
- (f) By a Development Agreement dated 25 November 2005 made and entered into between the said Kandivali Hanuman Nagar Samarth Krupa Co-operative Housing Society Ltd. and the Promoter herein, the said society appointed the Promoter to redevelop the society by constructing building/s for rehabilitation of members of the said society and also constructing building(s) for sale in the open market as per the scheme which may be sanctioned for this purpose by the Slum Rehabilitation Authority ("**SRA**"), the nodal agency appointed by the State Government, under the provisions of the Maharashtra Slum Area (Improvement Clearance and Redevelopment Act, 1971 ("**Slum Act**").
- (g) Simultaneously with the execution of the aforesaid Development Agreement dated 25 November 2005, Kandivali Hanuman Nagar Samarth Krupa Co-operative Housing Society Ltd. has executed a Power of Attorney dated 25 November 2005 in favour of the Promoter herein.
- (h) By a Development Agreement dated 25 November 2005 made and entered into between the said Kandivali Hanuman Nagar Samarth Co-operative Housing Society Ltd. and the Promoter herein, the said society appointed the Promoter to redevelop the society by constructing building/s for rehabilitation of members of the society and also constructing building(s) for sale in the open market as per the scheme which may be sanctioned for this purpose by the SRA, the nodal agency appointed by the State Government, under the provisions of the Slum Act.
- (i) Simultaneously with the execution of the aforesaid Development Agreement dated 25 November 2005, Kandivali Hanuman Nagar Samarth Co-operative Housing Society Ltd.

has executed a Power of Attorney dated 25 November 2005 in favour of the Promoter herein.

- (j) Thus, pursuant to the aforesaid the Promoter herein is entitled to develop and construct the rehabilitation buildings for the said Society ("**Rehab Buildings**") and are entitled to construct and sell as may be sanctioned by the SRA, certain free sale area / units buildings ("**Free Sale Buildings**").
- (k) By Intimation of Approval dated 7 December 2012 bearing No. SRA/ENG/2921/RS/MHL/LOI, the SRA approved the Promoter's proposal for the construction of a building to accommodate and rehabilitate the members of the said Society. Thereafter, the SRA issued a revised Intimation of Approval dated 29 August 2016, bearing no. bearing No. SRA/ENG/3374/RS/MHL/AP ("**Rehab IOA**"). The Rehab Building is being constructed on a portion of land admeasuring 3,685 sq. mtrs out of the said Property as shown in blue colour hatched lines on the plan annexed and marked as **Annexure "A"** hereto ("**Rehab Property**").
- (l) Pursuant to the application of the Promoter to the SRA, the SRA issued an Intimation of Approval bearing no. SRA/DDTP/525/L/PL/AP dated 22 June 2015 ("Free Sale IOA") and approved the plans for construction of the Free Sale Building on the terms and conditions contained therein on a portion of land admeasuring 6,509 sq. mtrs. out of the said Property as more particularly described in the Second Schedule hereunder written and as more particularly marked in red colour hatched lines on the plan annexed and marked as **Annexure "A"** hereto ("Free Sale Property")
- (m) The SRA has revised the said Original Letter of Intent and issued a revised Letter of Intent bearing No. SRA/ENG/1294/RS/MHL/LOI dated 16 June 2016 ("**Revised LOI**") in favour of the Promoter, granting permission to develop the said Property in accordance with the proposed Slum Rehabilitation Scheme ("**Scheme**") on the detailed terms and conditions mentioned therein which inter alia included the following:

Sr.No.	Description	Area in Sq.Mt.
1.	Area of the plot/slum	13508.50
2.	Deduction :	-
	a) Road Set Back area	1,745.80
	b) Park Reservation	<u>3503.50</u>
	c) Total (a + b)	5,249.30
3.	Balance area	8,259.20
4.	Deductible RG	-
5.	Net Plot area	8,259.20
6.	Addition for FSI purpose 2 (a & a) above	5,249.30
7.	Plot area for FSI	13508.50
8.	Max. in situ Permissible FSI	3.00
9.	Max. Permissible BUA in situ	40,525.50
10.	Rehab Built up area	15,964.41
11.	Passage and Amenity (Existing & Proposed) BUA	8,500.20
12.	Rehab Component	24,464.61
13.	Sale component	24,464.61
14.	Total BUA sanctioned for project	40,429.02

15.	Total FSI sanctioned for Project	2.99
16.	Sale BUA permissible in situ	24,464.61
17.	TDR generated in the scheme if any	---
18.	A) Nos. of slum dwellers to be re-accommodated Rehab Residential - 312 nos. Rehab Comm. - 003 nos. Rehab R/C. - nil Ex. Amenities - nil B) Amenities to be provided Anganwadi - 05 nos. Welfare Centre - 05 nos. Society Office - 05 nos.	
19.	Nos. of PAP generated in the scheme	223
20.	A) BUA of buildable reservation B) Area of non-buildable reservation	---- 3503.50

- (n) Pursuant to the application of the Promoter to the SRA, the SRA issued an Intimation of Approval bearing no. SRA/ENG/3788/RS/MHL/AP dated 30 September 2016 and approved the plans for construction of a free sale building on the terms and conditions contained therein on a portion of land admeasuring 6509 sq. mtrs. out of the said Property.
- (o) By a Development Agreement dated 3 October 2016 made and entered into between the said Kandivali Hanuman Nagar Shree Samarth Co-operative Housing Society Ltd. and the Promoter herein, the society appointed the Promoter to redevelop the society by constructing building/s for rehabilitation of members of the said society and also constructing building(s) for sale in the open market as per the scheme which may be sanctioned for this purpose by the Slum Rehabilitation Authority (“SRA”), the nodal agency appointed by the State Government, under the provisions of the Maharashtra Slum Area (Improvement Clearance and Redevelopment Act, 1971 (“Slum Act”).
- (p) Simultaneously with the execution of the aforesaid Development Agreement dated 3 October 2016 Kandivali Hanuman Nagar Shree Samarth Co-operative Housing Society Ltd. has executed a Power of Attorney dated 3 October 2016 in favour of the Promoter herein.
- (q) The SRA has vide Circular / notification dated 14 December 2015, as part of the larger slum redevelopment layout of Samarth Nagar, revised and amended the overall layout of the said Property as per the plan annexed thereto due to which the area of the land remains unchanged, however the layout and the boundaries of the plot in the new layout / plan of Samarth Nagar have been altered and as such the same is more particularly shown in yellow colour boundary line on the plan annexed hereto and marked as **Annexure “B”** and is described in the said Second Schedule.
- (r) By a Deed of Simple Mortgage dated 30 May 2017 made and entered into between the Promoter herein, therein referred to as the Borrower / Mortgagor of the one part and Dewan Housing Finance Corporation Ltd., therein referred to as the Mortgagee of the other part, and registered with the Sub Registrar of Assurances under Serial No. BRL-6/5806 of 2017, the Promoter had availed of construction finance and had created a

simple mortgage on all the Free FSI available on the said Property and on the unsold units in the said Project (defined below).

- (s) The said Project was earlier being developed/constructed with the loan assistance from 'Dewan Housing Finance Corporation (DHFL) and the concerned property was been offered as security for the repayment of the Loan together with interest, costs, charges, expenses and all other monies payable. As such any right/interest created in the above property or any part thereof was subject to charge created in favor of DHFL, the final transfer of the flat/ unit in favour of the purchaser /occupant was to be made only after all the dues in respect of the concerned flat /unit were paid to DHFL through the Project Escrow Account No. 917020075726118 with Axis Bank
- (t) Pursuant to the aforesaid the Promoter has revised the plans for the proposed SRA Scheme and applied to the SRA for a revised IOA and the SRA has issued a revised IOA bearing reference no. SRA/ENG/3788/RS/MHL/AP dated 30 November 2017. A copy of the Revised IOA is annexed and marked as **Annexure "C"**.
- (u) The Allottee has granted his / her / their specific consent to the aforesaid revised plans by way of a Consent Letter which is annexed and marked as **Annexure "D"** hereto.
- (v) The SRA has on the basis of the aforesaid revised IOA dated 30 November 2017 issued the Commencement Certificate bearing reference no. SRA/EMG/3788/RS/MHL/AP dated 12 December 2017 as regards the said Project (defined below) and one building forming part of Phase II (defined below). A copy of the Commencement Certificate is annexed and marked as **Annexure "E"**.
- (w) The Promoter has repaid the construction finance alongwith the interest thereon availed from DHFL for the construction of the Project and have released DHFL's charge from all the Free FSI available on the said Property and on the unsold units in the said Project. Pursuant to the repayment of the construction finance, DHFL has issued its No Dues Certificate dated on 9th October, 2019 to the Promote.
- (x) The Promoter is entitled to enter into Agreements for Sale of flat in the buildings being constructed/ proposed to be constructed on the said Free Sale Property, on a principal to principal basis, under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**Act**") and Rules and regulations made thereunder on such terms and conditions and for such consideration as the Promoter may think fit and proper;
- (y) The Promoter has prepared a scheme to develop in a phase wise manner, the said Free Sale Property in the name and style of "**UK Iridium**" by constructing 4 (four) towers, i.e. (i) 2 (two) towers comprised of a plinth (Ground Level), 4 (four) podium levels, plus 27 (twenty seven) super structure slabs each (i.e. **Tower 2 comprising of wing C & D and Tower 4 comprising of wing E & F**) and (ii) 2 (two) towers consisting of a plinth (Ground Level), 4 podium levels, plus 27 (twenty seven) super structure slabs each (i.e. **Tower 1 comprising of single wing B and Tower 3 comprising of single wing A**) and as more particularly shown in the lay out plan annexed and marked as **Annexure "F"** hereto (hereinafter referred to as the "**said Complex**").

- (z) The Promoter is in the process of developing, as part of the said Complex, on a portion of the said Free Sale Property Tower 3 and Tower 4 being residential buildings and the same will be registered as a separate project under the provision of Act. ("**Phase II**")
- (aa) The Promoter herein has commenced construction of 2 (two) towers i.e. Tower 1 being a residential cum commercial building consisting of a plinth, 4 podium levels, plus 27 (twenty seven) super structure slabs and Tower 2 being residential building consisting of a plinth, 4 (four) podium levels, plus 27 (twenty seven) super structure slabs (hereinafter collectively referred to as "**the said Buildings**"), and situated on land out of the said Free Sale Property and by utilising 21,826 sq. mtrs. FSI (hereinafter referred to as "**the said Project**"). The said Project has been registered by the Promoter as a "project" under the Real Estate (Regulation and Development) Act, 2016 ("**Act**") with the Real Estate Regulatory Authority at Mumbai under serial number "P51800007275". An authenticated copy of the registration certificate has been annexed and marked as **Annexure "G"** hereto.
- (bb) The said Project has certain common areas which are to be shared with all the purchasers of units in the said Project. The common areas of the said Project are more particularly listed in the Fourth Schedule hereunder (hereinafter referred to as the said "**Project Common Areas**").
- (cc) The said Project further consists of certain amenities to be shared and utilised by the allottees of the said Project jointly together with the purchaser / members residing in the other two towers in the said Complex i.e. Phase II. The amenities are undivided for the members of the said Complex. The said Complex and Amenity Area are collectively referred to as "**UK Iridium**".
- (dd) The Promoter has begun initial construction of Rehab Building on the Rehab Property as per the approved plans.
- (ee) The Project is being developed in accordance with the building rules and regulations and bye-laws of SRA and the provisions of the Development Control Rules and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority/ies as may be permitted and sanctioned from time to time in accordance with the said plans and permissions. The Promoter shall be deemed to have completed the development on the said Property and all its rights will come to an end only after the Promoter's entitlement to all the development potential including all the FSI, TDR, development rights etc. permitted to be utilized on the said Property has been fully utilized by the Promoter and not before that.
- (ff) At the instructions of the Promoter, SRM Law Associates Advocates and Solicitors have investigated the title of the Promoter to the said Property and have issued their title certificate dated 16 November 2016. The Title Certificate of SRM Law Associates has been annexed and marked as **Annexure "H"** hereto.
- (gg) The Promoter has appointed M/s Shantanoo Rane and Associates, Architect registered with the Council of Architects for the purpose of the said Project (hereinafter referred to as the said "**Architect**").

- (hh) The Promoter has appointed JW Consultants, as the structural engineer for the preparation of the structural design and drawings of the said Project and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/buildings. However, it is clarified that the Promoter shall be entitled to appoint additional and/ or replace/ substitute the existing Architect and/ or structural engineer, if they so deem fit and necessary, at any time during the development of the said Project at its sole discretion.
- (ii) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Project, the said Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under Act and the rules made thereunder.
- (jj) The Purchaser/s has/have inspected the following documents relating to the said Project and of documents as are specified under the said Act and the Rules and Regulations made thereunder:-
- i. Revised LOI dated 16 June 2016 issued by the SRA.
 - ii. Intimation of Approval dated September 3, 2012, 30 September 2016 with subsequent Revised / Amended IOA dated 30 November 2017, issued by the SRA in respect of the Free Sale Buildings.
 - iii. Commencement Certificate dated 12 December 2017 issued by the SRA in respect of the Sale Building, as well as subsequent endorsements from time to time.
 - iv. Sanctioned Plan of the Free Sale Building and Plan of the building to be constructed on the said Free Sale Property.
 - v. The Property Card of the said Property.
 - vi. The Title Certificate dated 16 November 2016 issued by M/s SRM Law Associates, Advocates and Solicitors.
- (kk) The Purchaser/s has/have satisfied himself/herself/itself/themselves about the Promoter's right to construct and sell commercial and residential flats in the said Project.
- (ll) The Purchaser/s has/have agreed to acquire from the Promoter residential Flat No. on the ____ floor of "____" Wing of the said Project being constructed on the said Free Sale Property for consideration and on the terms and conditions as set out hereinafter.
- (mm) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- (nn) Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale with the Purchaser ("**Agreement**"), being in fact these presents and also to register this Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED DECLARED CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

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

2. **CONSTRUCTION**

The Promoters shall construct the said Buildings on the Free Sale Property i.e. Tower 1 being residential building consisting of a plinth, 4 podium levels, plus 27 (twenty seven) super structure slabs and Tower 2 being residential building consisting of a plinth, 4 (four) podium levels, plus 27 (twenty seven) super structure slabs and situated on land out of the said Free Sale Property and by utilising 21,826 sq. mtrs. FSI (hereinafter referred to as "**the said Project**") in the complex to be known as "**UK Iridium**", in accordance with the plans, specifications, designs and elevations as approved by the SRA and the concerned local authority and which have been seen and approved by the Purchaser/s. The Promoters shall be deemed to have completed its development on the said Property and all its rights will come to an end only when the said Complex is fully completed and after the Promoter's entitlement to all the development potential including all the FSI, FAR, TDR, development rights etc. permitted to be utilized on the said Free Sale Property has been fully utilized by the Promoters and not before that and It is expressly agreed between the Parties that in the event of the cost of construction of the said Building, common areas and amenities and/or common facilities in the said Property and matters incidental thereto increases by more than 5% by reason of escalation in the prices, cost of construction of materials, wages of labour, services etc., the Promoter shall be entitled to enhanced Purchase Consideration to the extent of the increase in the cost of construction as may be certified by the Architects of the Promoter. Such additional Purchase Consideration shall be apportioned equally between the unpaid balance installments of the Purchase Consideration and shall be payable by the Purchaser(s) to the Promoter along with such unpaid balance installments of the Purchase Consideration.

3. (a) The Purchaser/s hereby agrees to purchase and acquire from the Promoter and the Promoter agrees to sell to the Purchaser/s, Flat No. _____ admeasuring _____sq. mtrs. RERA carpet area with (hereinafter referred to as the "**said Flat**") on _____floor of "_____" Wing in the said Buildings in the said Complex known as "**UK Iridium**" on the terms and conditions and at and for the Sale Price of **Rs. _____/- (Rupees _____ Only)** payable by the Purchaser/s to the Promoter in the manner hereinafter appearing (hereinafter referred to as the "**Sale Price**"). The said Flat is more particularly described in the **Third Schedule** hereunder written and shown in green colour boundary line on the plan annexed hereto and marked as **Annexure "1"**.
- (b) The said Flat shall have common areas and facilities appurtenant thereto as listed out in the **Fourth Schedule** hereunder written.

4. **SALE PRICE**

The said Sale Price shall be paid by the Purchaser/s to the Promoter in the following manner:

- (i) The Purchaser/s has paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees _____ Only)** the payment and receipt whereof the Promoter hereby admit and acknowledge) as advance payment or application / allotment fee for the said Flat agreed to be sold by the Promoter to the Purchaser/s and the Purchaser/s hereby agree to pay to the Promoter the balance amount of **Rs. _____/- (Rupees _____ Only)** together with the applicable VAT, Goods and Services Tax (“GST”), etc. in the following manner:

Sr. No	Tentative Payment Schedule as per RERA	Consideration Value
1	Booking Amount	10%
2	On Completion of Excavation work of said building or wing	10%
3	On Completion of Foundation(RCC work) of said building or wing	10%
4	On Completion of Plinth of said building or wing	10%
5	On Completion of 1st podium car parking slab of said building or wing	3%
6	On Completion of 2nd podium car parking slab of said building or wing	3%
7	On Completion of 3rd podium car parking slab of said building or wing	3%
8	On Completion of 4th podium car parking slab of said building or wing	3%
9	On Completion of 4th residential slab of said building or wing	2%
10	On Completion of 8th residential slab of said building or wing	2%
11	On Completion of 12th residential slab of said building or wing	2%
12	On Completion of 16th residential slab of said building or wing	2%
13	On Completion of 20th residential slab of said building or wing	2%
14	On Completion of 24st residential slab of said building or wing	2%
15	On Completion of 26th residential slab of said building or wing	2%
16	On Completion of 27th residential slab of said building or wing	2%
17	On Completion of Top floor slab	2%
18	On completion of Internal walls of the said apartment	7%
19	On completion of Lift wells of the said building	3%
20	On completion of Terrace Works (Excluding Water Proofing) of the said building	3%
21	On completion of Internal Finishing Coats of the said Apartment & completion of Terrace water proofing of the said building	5%
22	Installation of Lifts for the said building	2%
23	On completion of flooring, doors, windows, & lift lobbies of the said apartment	2.5%
24	On completion of the water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobbies, plinth protection and paving of areas of the said building	2.5%
25	On Intimation of Possession	5%
-	Total of Payment Schedule	100%

The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the present outstanding of **Rs. _____/- (Rupees _____)**

_____ **only**) and applicable tax shall be paid within 15 days from the date of execution of this Agreement failing to which the Purchaser/s shall be liable to pay interest to the Promoters at the State Bank of India ("SBI") highest marginal cost of lending rate plus 2% p.a. as notified under the Act and Rules thereof or at such rate as is notified from time to time on all delayed payments from the due date till the date of payment thereof and it is agreed that any amount paid by the Purchaser(s) to the Promoter towards interest shall not be refunded and the Purchaser(s) cannot claim the refund of any interest paid to Promoter in any event, including event of termination and cancellation of this Agreement.

- (ii). In addition to the said Sale Price and the Statutory Charges (defined hereinafter), the Purchaser/s shall pay to the Promoter all other amounts mentioned herein including the amounts mentioned in Clause No. 6 as recorded hereinafter. Time as to payment shall be of the essence and the Purchaser/s shall be liable to pay interest to the Promoters at the State Bank of India ("**SBI**") highest marginal cost of lending rate plus 2% p.a. as notified under the Act and Rules thereof or at such rate as is notified from time to time on all delayed payments from the due date till the date of payment thereof **STATUTORY CHARGES** The said Sale Price is escalation-free, save and except escalations / increases, due to increase on account of development charges, land under construction charges, cost or levies, etc. payable to the competent authority and/or any increase in other charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in such charges, cost or levies imposed by the competent authorities, etc., the Promoter shall enclose such notification / order / rule / regulation / other document / etc. published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s or separately, which shall be collected from the Purchaser/s during subsequent payments.
5. The Sale Price shall be subject to Tax Deduction at Source ("**TDS**") as may be required under prevailing law. The Purchaser/s shall make payment of each instalment as stated above subject to proportionate deduction of TDS thereon. Provided further that any deduction of an amount made by the Purchaser/s on account of TDS shall be acknowledged/credited by the Promoter, only upon the Purchaser/s submitting the original tax deduction at source challan / certificate and provided that the amount mentioned in the challan / certificate matches with the Income Tax Department site. It is further agreed and understood that notwithstanding what is stated herein below, the Promoter shall not handover possession of the said Flat to the Purchaser/s in the event the Purchaser/s fail to furnish the challan / certificate of the final payment due and payable by the Purchaser/s under this Agreement.
6. The said Sale Price and all the other amounts payable by the Purchaser to the Promoter excludes all or any taxes or levies (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes and which may be levied, in connection with the construction of and carrying out the Project / development of the said Project) on account of the transaction contemplated herein. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to service tax, GST, Swachh Bharat Cess, Krishi Kayan Cess, land under construction tax and VAT, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or

State Government and/or any local, public or statutory authorities / bodies and/or any increases thereof (“**Statutory Charges**”) under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of the said Flat and/or the transaction contemplated herein and/or in respect of the Sale Price and/or the other amounts are payable by the Purchaser/s alone. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoter shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) days from such demand, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the same. The Statutory Charges shall be borne and paid by the Purchaser/s alone and the Promoter shall not be liable, responsible and/or required to bear and/or pay the same or any part thereof. Only upon payment of all amounts as contemplated in this Agreement the transfer of property in the said Flat shall take place.

7. The Purchaser/s shall also fully reimburse the interests and expenses that may be incurred by the Promoter in the consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of any liability accrued due to default / delay/ non-compliance by the Purchaser/s. The Promoter shall not be bound to accept the payment of any instalment unless the same is paid along with the amount of Service Tax / VAT / GST and other taxes, cesses, levies, etc. as applicable and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable Service Tax / VAT / GST and other taxes, cesses, levies, etc. and the Promoters may, at their sole discretion, without prejudice to their other rights, charge a payment of Rs. Rs.5,000/- as Cheque Dishonour Charges in addition to the delayed interest computed as per the Interest Rate.
8. The Purchaser hereby agree that if Purchaser fails to make the payment as per the Agreement or in the repayment of the interest thereon or any of the agreed instalment of the payment on due date/s, the Promoter will have an unqualified right to disclose or publish Purchaser name, details and photograph(s) as defaulter in such manner and through such medium as the Promoter deem fit and proper and after that Purchaser will have no right, title and interest on the said flat and the Promoter as its sole discretion have right to sale the said flat to third party without executing deed of cancellation with the Purchaser.

9. **TIME OF THE ESSENCE**

The said Sale Price and all the other amounts mentioned in this Agreement shall be paid by the Purchaser/s in instalments, in accordance with the progress of construction milestones of the Wing in which the said Flat is located in the manner stated in Clause 4 above, time being of the essence of this Agreement. Upon completion of each stage of construction linked to the payment by the Purchaser/s as aforesaid, the Promoter shall intimate in writing to the Purchaser/s to make the payment as per the aforesaid Schedule. The Purchaser/s shall make such payment which is due to the Promoter within 7 (seven) days of such intimation.

10. The Purchaser/s shall make all payments of all instalments of the balance consideration / Sale Price due and payable by the Purchaser/s to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “Damodar Suruchi Developers” in the Bank Account No. **917020075726118** held by the Promoters in Axis Bank, Springfields Branch, Lokhandwala.

11. Simultaneously with the payment referred to in Clause 9 above, the Purchaser/s shall pay the Statutory Charges including all applicable taxes, cesses, levies, cesses and all impositions in favour of "**Damodar Suruchi Developers**" which shall be deposited in the account being Account No. **913020026129922** opened by the Promoters with Axis Bank (hereinafter referred to as the "**Tax Collection Account**"). The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoters shall be paid by the Purchaser/s on demand made by the Promoter simultaneously with the payment of the said Sale Price referred to in Clause 4 above within 7 (seven) days in the Tax Collection Account, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the same.
12. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Flat, the Purchaser/s undertakes to direct such financial institution to pay all such amounts towards the consideration/Sale Price on respective dates as mentioned in Clause No. 4 hereinabove and the Purchaser/s shall ensure that such financial institution shall disburse/pay all such amounts towards consideration / Sale Price due and payable to the Promoter through an account payee cheque / pay order / demand draft drawn or vide RTGS / NEFT in favour of "Damodar Suruchi Developers". Any delay of the financial institutions in making the payments as per this Agreement or any payments made in favour of any other bank accounts other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s of the terms and conditions of this Agreement, and the Purchaser/s shall forthwith be required to make the necessary payment to the aforesaid account.
13. In case the Purchaser(s) obtain finance from any financial institution/bank or any other sources, the Purchaser(s) obligation to purchase the said Flat pursuant to this Agreement shall not be contingent on the Purchaser(s) ability or competency to obtain such financing and the Purchaser(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Flat or any reason whatsoever. The Purchaser(s) hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under this Agreement in case bank/financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever irrespective whether financial institution/bank or any other sources insinuated by the promoter or their employees. Further, in the event that the Purchaser(s) obtains a loan after execution of this Agreement against the security of the said Flat, then it shall be solely the Purchaser(s) responsibility to satisfy any charge/lien in respect of the said Flat and the Promoter shall not be liable in any form or manner whatsoever. It is clarified that in the event, the Purchaser(s) defaults in its payment obligation to such lender, the rights of such financial institution/bank shall be subject to the first charge of the Promoter on the said Flat for the entire Purchase Consideration, GST, TDS contribution, maintenance charges, outgoings and all other amounts payable by the Purchaser(s) under this Agreement and such lender of the Purchaser shall have rights only to the extent of the Purchase Consideration paid under the said Agreement through the disbursements by such lender to the Promoter on behalf of the Purchaser. Further, in the event that this Agreement is cancelled at any time, then the Purchaser(s) shall ensure that such financial institution/bank returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Flat which may be in their possession and after

receiving all the documents, Promoter/Developer is liable to refund the amount as per the terms and condition mention in the Agreement for sale. The Purchaser(s) shall inform and give proper notice to the Common Organization as and when formed, about the said Flat being so mortgaged and the Promoter shall not be under any obligation to provide such intimation in any manner whatsoever.

14. The Purchaser/s agrees and confirms that the payment of instalments shall be made on the due dates, without any delay or default, in accordance with the terms of this Agreement. The Purchaser/s agrees and undertakes that the time for payment is the essence of the contract. An intimation in writing (including but not limited to an emails) forwarded by the Promoter to the Purchaser/s that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Flat until and unless all the amounts due and payable by the Purchaser/s as recorded herein are paid by the Purchaser/s to the Promoter in accordance with the terms and conditions of this Agreement. It is however clarified that the Promoter shall not be bound to allow / offer such rebate to the Purchaser/s. It is agreed and clarified that notice being sent by the Promoter by way of an email shall be deemed to be good service of the intimation / notice and the Purchaser/s shall not be liable to raise any claims for lack of service thereof.
15. The Purchaser/s authorize the Promoter to adjust / appropriate all payments made by him / her/ them / it under any head (s) of dues against the lawful outstanding, if any, in his / her / its name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object / demand / direct the Promoter to adjust his / her / their / its payment in any manner.
16. The Purchaser/s is fully satisfied with and has accepted the title of the Promoter inter alia the right of the Promoter to construct the said Buildings on the said Free Sale Property and to sell various flat therein and the Purchaser/s hereby agrees and undertakes not to further investigate and/or to raise any requisitions on or objections to the same, any time hereafter.
17. The proposed RERA carpet area of the said Flat would be as per the approved plans and may change upto 3% as a result of physical variations due to tiling, ledges, plaster skirting, RCC column, etc. The standard fixtures and fittings to be provided by the Promoters in the said Buildings and the said Flat are set out in the **Fifth Schedule** hereunder written. However, the Purchaser/s confirms that the Promoters shall not be liable to provide any other fixtures and fittings save and except those mentioned in the **Fifth Schedule** herein. Further, the Purchaser/s confirms that the Promoter has full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. It is clarified that in the event the Promoter changes the fixtures and fitting the same would be of equivalent quality as set out in the Fifth Schedule hereunder written. The Purchaser/s agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the fixtures or fittings by the Promoter in the said Flat.
18. **COMMON AREAS**

The said Project has certain common areas which are to be shared with all the purchasers of units in the said Project. The common areas of the said Project are more particularly listed in the **Fourth Schedule** hereunder (hereinafter referred to as the said “**Project Common Areas**”).

19. The Promoter has informed the Purchaser that the said Project Common Areas inter alia include common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of said Complex. The Promoter has further informed the Purchaser that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser along with other purchasers of flats in the said Complex shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats in the said Complex including the Purchaser herein and the proportion to be paid by the Purchaser shall be determined by the Promoter and the Purchaser agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser nor any of the purchasers of flats shall object to the Promoter laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Complex.

20. **ORGANISATION**

All other portion or portions of the said Free Sale Property, save and except the commercial shops / units in the said Project, including common areas such as staircase, staircase landing, entrance lobby, recreation ground, open spaces, terraces and recreational facilities, shall always be the sole and absolute property of the Promoter until the said Free Sale Property and the Buildings are leased / conveyed to the co-operative society/ies under the Maharashtra Co-operative Societies Act, 1960 or Limited Company under the Companies Act 2013 or submitted to the provisions of Maharashtra Apartment Ownership Act, 1971 (such co-operative society/ies or Limited company or association of apartment owners comprising of holders of flats of the entire said Building and shall hereinafter be referred to as the “**said Organisation**”). The Purchaser/s hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose of the said Free Sale Property and/or said Buildings and/or all other unsold flat and portion or portions of the said Project including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces/areas, terraces, recreational facilities, in the manner deemed fit by the Promoters without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s confirms that the recreational facilities are available only for the use and enjoyment of the holders of various flats in the said Complex.

21. **PROMOTER'S RIGHTS OVER COMMON AREAS**

With regard to the common areas, which are described in the Fourth Schedule hereunder written and common amenities which are described in the Sixth Schedule, it is agreed that:

- (i) the Promoter shall always be the owner and will have all the rights, title, interest (until the execution of lease in favour of the said Organisation) in respect of the said common areas and common amenities, and will be entitled to deal with and dispose of the same in such manner as the Promoter may deem fit and proper.
 - (ii) the Purchaser/s will not have any right, title, interest etc. in respect of the said common areas and common amenities.
 - (iii) the Purchaser/s shall only be permitted to use the said common areas and common amenities on such terms and conditions as the Promoter may deem fit and proper.
 - (iv) The Purchaser/s agrees and confirms that the Promoter will not be liable to provide any further common areas and/or common amenities more than what is mentioned in the respective Schedules hereunder written. Further, the Purchaser/s is aware and agrees that the common areas of the said Project and/or the common amenities that shall be given in the said Project are common for all the flat-purchasers of the said Project and use thereof shall be in the manner as stated in clause 21 herein and the Purchaser/s will never be allowed to claim any exclusive use thereof.
22. It is agreed between the Parties that the Promoters shall be entitled to develop the said Project in the manner as the approvals are obtained. The Purchaser/s agrees that the chartered account, architect, engineer and other consultants/ professionals who are appointed by the Promoter can be changed by the Promoter at their sole discretion at any time and the Purchaser/s agrees not object to the same.
23. **PROMOTER'S RIGHT TO FSI**
- The Promoter shall have an irrevocable right and the Purchaser/s hereby expressly consents and confirms that the Promoter will always be entitled to utilise any FSI and/or TDR as may be available on the said Property or any other property or properties, as the case may be by adding further phases of construction to be carried out on the said Property / Free Sale Property and consume the remaining FSI and/or TDR presently available or which may become available in future available on the said Free Sale Property as may be permitted by the applicable law.
24. It is agreed between the Parties that if there are changes in laws or changes in the circumstances by virtue of which the proposed building plans cannot be executed as they were, the Promoter shall be entitled to modify such plans in accordance with the applicable law and all such modifications/changes shall be unconditionally accepted by the Purchaser/s, provided that the layout and location of the said Flat are not modified or altered in any form. Further, in the event of any order, scheme or notification of the SRA, if the layout or area of the said Property or the said Free Sale Property Sale is revised or modified in any manner whatsoever the same shall be either at the cost or to the benefit of the final Organisation that shall be formed as regards the said Project as stated in this Agreement.
25. **CARPET AREA**

The Promoter shall confirm the final RERA carpet area of the said Flat that has been allotted to the Purchaser/s after the construction of the said Sale Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area of the said Flat, subject to a variation cap of 3% (three percent). If there is any reduction in the RERA carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Purchaser/s within 45 (forty five) days with annual interest at the rate notified by the Rules of the Act from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the RERA carpet area allotted to the Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the payment plan. All such monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.

26. In the event the Promoter is desirous of carrying out any amendments to the plans, which do not affect the layout and area of the said Flat, as regards the said Project, the Promoter shall after obtaining the necessary consents from the Purchaser/s and other flat purchasers, be entitled to carry out the same. It is agreed that the Purchaser/s shall execute such writings and documents as may be requested by the Promoter from time to time without any objection and consideration of any nature whatsoever.
27. In the event any law for the time being in force requires the Promoters to obtain consent of the Purchaser/s and/or the other flat-purchasers in the said Project for any reason whatsoever, then the Allottee shall not claim any amount, consideration, compensation, etc. and shall co-operate and assist the Promoter fully. The Purchaser/s and/or the said Organisation shall not be entitled to claim any rebate or reduction in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.

28. **ADDITIONAL CONSTRUCTION**

The Purchaser/s hereby agrees that the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Promoter, who shall have the right and be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may in their sole and unfettered discretion, desire and deem fit and that the entire consideration and income received and/or derived by the Promoter in respect thereof shall be the absolute property of and belong to and be appropriated solely by the Promoter, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Purchaser/s herein and/or the said Organisation.

29. The flat-purchasers, allottees and transferees of flats, units, areas and parking spaces in such additional construction and/or part/s thereof, if the Promoter so desires and deems fit in their sole and unfettered discretion, shall be admitted as and made members of the said Organisation with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as the Purchaser/s herein and all other flat-purchasers. The Purchaser/s expressly recognizes, confirms, agrees and consents to the Promoter's rights, benefit and interests as aforesaid and to what is mentioned hereinabove in this clause and the Purchaser/s and/or the said Organisation shall not raise any objection or dispute in respect thereof.

30. It is agreed that the Promoter will take steps to form the said Organisation and take such further steps as may be necessary and required to compel the State Government to execute a lease deed in respect of the said Free Sale Property, save and except the commercial shops / units in the said Project and the Promoter shall execute a conveyance of the said Buildings and Tower 1 save and except the commercial shops / units in the said Project and Tower 2 in favour of the said Organisation only after the Promoter has:
- (i) Utilised, consumed, loaded etc. entire FSI, potential of the said Property and /or TDR;
 - (ii) Completed the construction of the said Complex and sold all the flat in the said Complex and earmarked the parking space/areas for exclusive and permanent use of parking;
 - (iii) received all the amounts including the Sale Price from the Purchaser/s and all other flat-purchasers in the said Complex;
 - (iv) completed development of the said Project in all respects;
 - (v) and till then, the Promoter shall not be bound, liable, required and/or called upon to form any such said Organisation, and shall not be required to cause to execute lease or conveyance or any other document in favour of the said Organisation in respect of the said Free Sale Property together with said Buildings and Tower 3 and Tower 4 standing thereon and the Purchaser/s agrees and irrevocably consents not to raise any demand or dispute or objection to the same.
31. The Purchaser/s shall at no time demand partition of the said Buildings and/or the said Complex, Property and / or Free Sale Property and/or his/her/its interest, if any, therein.
32. **DATE OF POSSESSION AND FORCE MAJEURE**
- The Promoters shall endeavour to offer possession of the said Flat on or before **31st December 2022 (“the said Date”)** with an additional grace period of 6 (six) months, provided always that the Promoter shall be entitled to further extension for completion of the said Project, if the completion of the said Project is delayed on account of:-
- i. Force Majeure events, which shall mean any act of God, natural calamity, landslide, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, storm, flood, earthquake, subsistence, structural damage, epidemic or other natural disaster, calamity;
 - ii. Other Events which shall include the following:
 - a. explosions or accidents, air crashes, act of terrorism;
 - b. strikes or lock outs, industrial disputes, Economic Hardship;
 - c. election code of conduct;
 - d. non-availability of cement, steel or other construction/raw material, due to strikes of manufacturers, water or electric supply/connection or drainage/sewerage connection, suppliers, transporters or other intermediaries

or due to any reason whatsoever;

- e. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- f. the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities and services such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled.
- g. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project / the said Sale Property; or
- h. Any claim, challenge or objection to the said Project or to the said Property or part thereof or on the rights of Promoter on the said Property and / or Free Sale Property and / or the said Project;
- i. Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found beneath the said Property which renders liable or endangers the health and safety of either Party or the general public;
- j. Any change in Applicable Laws adversely affecting the development of the said Project / the said Free Sale Property;
- k. Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Sale Building, by the SRA / Corporation or any other concerned authority.
- l. other cause beyond the reasonable control of the Promoter or its agent or not directly attributable to any wilful act or omission of the Promoter and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Sale Building including the said Flat.
- m. In case more than 25% of the Purchaser(s) have failed to pay their instalment/s or dues on their respective due dates, then the said Purchaser(s) herein will not hold the Promoter responsible or liable for delay in delivery of possession of the said Flat.

33. **TERMINATION**

If the Promoter fails or neglects to give possession of the said Flat to the Purchaser in terms of the Clause 32, then the Purchaser/s shall have an option, within a period of 7 (seven) days from the date on which possession is to be given by the Promoter to the Purchaser, to terminate this Agreement after giving 15 (fifteen) days' notice in writing, whereupon the Promoter shall be liable on demand to refund to the Purchaser the amounts already received out of the Sale Price with interest per annum at 2 percent higher than the highest Marginal Cost of Lending Rate of the State Bank of India, from the date the Promoter received the last instalment till the date the amounts and interest thereon is repaid however excluding the taxes and statutory payments. The refund shall be due within 30 (thirty) days on expiration of 6 (six) months from the date of the Purchaser/s exercising the option to withdraw from the said Project.

In the event the Purchaser/s do not exercise the option to terminate the Agreement by coming forward to execute and register the required cancellation deed, inspite of providing the termination notice in writing to the Promoters and the Promoter ready and willing to do so, then in that case Promoters shall have the option to terminate this Agreement and will refund such monies received by the Promoters, out of the Sale Price excluding the statutory payments received till date, and on such termination the monies shall become due for refund within 30 (thirty) days on expiration of a period of 6 (six) months from such termination by the Promoters and the Purchasers shall not raise any objection to the same. The monies shall be refunded together with interest at the rate as stated in this Clause and as per the Clause 37 [C] [i] to [ix] herein below.

34. In the alternative to the above, in the event the Purchaser/s and the Promoter do not exercise their respective options to withdraw from the said Project / terminate this Agreement, then the Promoter shall be liable to bear and pay to the Purchaser/s interest on the amounts received out of the Sale Price with interest per annum at 2 percent higher than the highest Marginal Cost of Lending Rate of SBI, for each month of delay of handing over possession of the said Flat. It is however agreed between the Parties that in the event of the delay exceeding a period of 12 (twelve) months, the Promoter at their sole option shall have the right to terminate this Agreement and refund the monies received out of the Sale Price together with interest per annum at 2 percent higher than the highest Marginal Cost of Lending Rate of SBI to the Purchaser/s and the Purchaser/s shall have no claim of any nature whatsoever against the Promoter or with regards to the said Flat or any Part thereof. It is further agreed between that the interest payable under this clause shall be payable by the Promoter only at the time of handing over possession of the said Flat. It is further agreed that the Promoter shall be entitled to adjust the interest payable to the Purchaser/s from and against the balance Sale Price that may be payable by the Purchaser/s to the Promoter and as such the Purchaser/s shall not raise any objection or claim to the same in any manner whatsoever.
35. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose off the said Flat in the manner as the Promoter may deem fit without any reference or recourse to the Purchaser.
36. It is expressly agreed that, time shall be the essence of this Agreement for payment of each and every instalment of the Sale Price, as set out in Clause 9 above.

37. Without prejudice to the other rights and remedies available to the Promoter under this Agreement and/ or under the law, in the event, if the Purchaser/s is in default three times of any of his / her / its obligations under this Agreement, including (but not limited to) making payment of all due amounts as per the payment schedule (and interest thereon, if any) within 7 (seven) days of the date of the demand letter, the Purchaser/s shall be entitled to terminate this Agreement. In the event of such third default, the Promoter shall issue a notice to the Purchaser/s [of such default], and the Purchaser shall be provided with a further period of 7 (seven) days, from the date of such notice, to cure the aforesaid default. In the event that the Purchaser/s fails to cure the default within 7 (seven) days, from the date of notice of such default (or such default is not capable of being rectified), the Promoter shall have the option to terminate this Agreement by sending a termination letter, to the Purchaser,/s by Regd. AD/ Speed Post. On such termination, the following terms shall apply: -

- A. the Purchaser/s shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever in the said Flat or any part thereof and/ or against the Promoter;
- B. the Promoter shall be entitled to deal with and dispose off the said Flat to any other person/s as it deems fit on at such consideration and on such terms and conditions as the Promoter deems fit, without any further act or consent of the Purchaser/s.
- C. only on the realization of the entire consideration from the prospective new flat purchaser/s of the said Flat, the Promoter shall become liable to refund to the Purchaser/s the amount paid by the Purchaser/s to the Promoter in pursuance of this Agreement after deducting therefrom:
 - i. an amount equal to 10% of the Sale Price for the said Flat plus applicable government levies therein (if any) as and by way of adjustment, recovery and pre-estimated and agreed liquidated damages.
 - ii. service tax, VAT, GST and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement.
 - iii. the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat up to the date of termination of this Agreement;
 - iv. the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - v. any diminution in sale price or market value of the said Flat at the time of termination;
 - vi. the amount of brokerage paid by the Promoter;
 - vii. Registration and stamp duty charges and expenses for the execution and registration of the Cancellation Deed.
 - viii. Charges of postage, telephone/sms charges, transportation charges.
 - ix. All cost, charges and expenses, including reasonable legal fees, incurred by the Promoter in exercising any right, power or remedy conferred by this Agreement in favour of promoter and all such sums shall become part of the Outstanding Balance and shall be paid to the promoter by the Purchaser immediately and without any delay or demur.

- D. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/ her/ their claim under this Agreement and/or in or to the said Flat. The Purchaser/s agree/s that receipt of the said refund by cheque from the Promoter by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents whether the Purchaser/s accept/s or encashes the cheque or not, will result in the amount being refunded and the Purchaser/s shall have no claim in respect of the said Flat and/or against the Promoter.
- E. The Promoter, shall have an absolute right upon terminating this registered Agreement, to unilaterally inform the Sub-Registrar that this registered Agreement stands terminated on account of the Purchaser/s default in making the contractual payment under this clause, to the Promoter.
- F. Without prejudice to what is stated in this clause, the Promoter shall, in respect of any installment/ amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have first lien and charge on the said Flat agreed to be allotted to the Purchaser/s.
38. Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grant extension of time to the Purchaser/s to make payment, the Purchaser/s agrees to pay to the Promoter, interest at 2% higher than the highest Marginal Cost of Lending Rate of SBI, as specified in the Rules to Act, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter until the date of actual payment.
39. The Purchaser/s shall, by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, take possession of the said Flat within 7 (seven) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation. The date on which the Purchaser/s takes possession of the said Flat or the date of expiry of the aforesaid notice for possession, whichever is earlier is hereinafter referred to as the ("**Date of Possession**"). The Purchaser/s shall, be bound and liable to pay all outgoings and maintenance charges in respect of the said Flat as stated herein, even if it does not take possession. The Promoters shall offer the possession to the Purchaser/s in writing subject to the Purchaser/s not being in default of payments of instalments of the said Sale Price or any other amounts under this Agreement.
40. As part of the transaction contemplated herein, the Purchaser/s shall, at the time of possession of the said Flat pay to the Promoter, inter alia, the following amounts over and above the consideration/Sale Price as mentioned in Clause 4 above and all other amount payable by the Purchaser/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account.

Particulars	Amount (Rs.)
(i) advance interest free provisional maintenance deposit equivalent to 24 months	_____
(ii) share application money	600
(iii) legal charges	25000
(iv) society formation and registration charges	25000

(v) deposit / expenses with respect of water and electric meter payable to the public authorities / utility companies	100000
(vi) GYM Charges	50000
Total	_____

The Purchaser further agrees and undertakes to pay to the Promoter a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) towards refundable security deposit [Refundable Security Deposit] at the time of possession of the said Flat for duly observing and performing the covenants as defined under Clause No.73,74 and 75 herein below and the same shall be refunded to the Purchaser after adjusting outstanding / dues of the Purchaser to be paid to the Promoter (if any) on handing over of the Building to the Society.

41. In case after handing over possession of the said Flat, if there is any deficit in any of the amount (including deposits) or on any of the heads specified hereinabove, then the Purchaser/s shall forthwith on demand pay to the Promoter the Purchaser/s proportionate share to make up such deficit or Promoter shall be entitled to and is hereby irrevocably authorized by the Purchaser that promoter can deduct all dues, penalty, charges, modification, alteration, GST, Taxes etc. payable by the Purchaser(s) to the Promoter from the Refundable Security Deposit which is mentioned in Clause No. 40 hereinabove, before the possession of the said Building is handed over to the Society.
42. The Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads as the Promoter may indicate without any demur.
43. The Purchaser/s shall inspect all the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of any item of work in the said Flat or in the said Project which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans specification and / or this Agreement and/or otherwise howsoever in relation thereto.
44. **DEFECT LIABILITY**

If within a period of 5 (five) years from the date of the Promoter obtaining Occupation Certificate in respect of the said Project, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Flat or the sale Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost. It is however expressly agreed that, if the Purchaser/s and / or the other flat purchasers either by omission or commission and / or due to sheer negligence fail to regularly maintain and utilise / use the said Project or the said Flat in a prudent manner or the Purchaser/s and / or the other flat purchasers carry out any works either themselves or through their agents

including architects, contractor, plumber etc in the Flat or said Sale Building or the said Project then in such circumstances the Promoter shall not be liable or responsible for repairs / defect liability in any manner whatsoever. It is further clarified that it shall be the sole liability and responsibility of the Purchaser/s to prove defect in construction quality / defect in construction of the said Flat / said Project by the Promoter and as such the Promoter shall not be liable to take any steps / actions on mere allegations being made by the Purchaser/s.

45. Subject to what is stated hereinabove, on and from the Date of Possession, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Flat and the said Project including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, security guards, sweepers, and also other expenses necessary and incidental to the management and maintenance of the Free Sale Property and the said Buildings. For payment of the aforesaid, the Promoters shall first utilise from the amounts mentioned in Clause No. 40 herein above. It is agreed that if the Promoter so require, the Purchaser/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Purchaser/s till the transfer of the said Project to the said Organisation. Amounts paid by the Purchaser/s to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until the lease of the said Free Sale Property and transfer of the said Buildings/Tower 1 and Tower 2 is caused to be executed by the State Government in favour of the said Organisation as contemplated herein. After the utilisation of the amounts so collected under Clause 40 herein above, the Purchaser/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the SBI highest marginal cost of lending rate plus 2% as notified under the Act and rules thereof or at such rate as is notified from time to time per annum will be charged. In the event Purchaser/s fails to make payment of the aforesaid amounts to the Promoter, without prejudice to their rights including right to terminate this Agreement, levy cancellation charges, etc., then the Promoter shall be entitled to (but shall not be bound to) make payment of the same for and on behalf of the Purchaser/s and the Purchaser/s shall reimburse the entire amount(s) paid by the Promoter and in the event the Purchaser/s fails and/or neglects to reimburse such amount(s) the Purchaser/s shall be liable to pay interest at the SBI highest marginal cost of lending rate plus 2% as notified under Act and rules thereof or at such rate as is notified from time to time on such sums that remain unpaid till the date of realisation thereof.
46. The name of the said Complex shall always be known as “**UK IRIDIUM**” and this name shall not be changed without the prior written permission of the Promoter.
47. It is agreed, confirmed and covenanted by the Purchaser/s that he/she/they have no objection to the Promoter handing over possession of any part of the said Property / Free Sale Property and/or constructed area on the said Property, to the competent authorities, in terms of the permissions granted by the concerned authorities in the course of development of the said Property / Free Sale Property and the Promoter’s right to execute all necessary agreements / documents in respect thereof. All such agreements / documents so executed

by the Promoter, shall be binding on the Purchaser/s as also on the said Organisation that may be formed in the manner herein recorded.

48. USER

The Purchaser/s shall use the said Flat only for the purpose for which the same has been allotted and not for any other purpose. The Purchaser/s shall use the said Car Park, if allotted, only for the purpose of keeping or parking of the Purchaser/s own vehicle. Further, parking spaces shall be used for parking light motor vehicles only and not for parking lorry, tempo, Public Transport Vehicle, etc. The Purchaser/s shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoter or any other persons of the said Organisation and the other occupiers of the building in which the said Flat are situated or to any one in its vicinity or neighbourhood. In the event any increase in local taxes, water charges, insurance and such other levies, is imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser/s, the Purchaser/s alone shall bear and pay such penalty, premium or other sums of money demanded.

49. PROPERTY TAX

So long as each flat in the said Project are not being separately assessed for municipal taxes, property taxes and water charges, the Purchaser/s shall pay to the Promoter a proportionate share of the Municipal Tax, property tax and water charges including after receipt of OC for the said Project assessed by the concerned authority on the said Project, the common areas and the said Free Sale Property. Such proportion to be determined by the Promoter on the basis of the area of the said Flat.

50. PERMISSION

In the event, the Purchaser/s being a Non Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a residential/ commercial flat / unit from the said Promoters, then it shall be the sole responsibility of the said Purchaser/s to procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a residential / commercial flat / unit, if any. The Promoter shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective flat purchaser/s. The Promoter shall not be held liable for the deficiency of any statutory permissions not being available or procured by the respective flat purchaser/s.

51. The Purchaser/s hereby covenants to keep the said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said Project. The Purchaser/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Promoter.

52. DEFAULT IN MONTHLY OUTGOINGS

If the Purchaser/s fails or neglects to pay these monthly outgoing in respect of the said Flat and/or their proportionate share for the said Free Sale Property and/or the said Buildings for any reason whatsoever, without prejudice to their right to collect interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified under Act and rules thereof or at such

rate as is notified from time to time for the delayed payment to their other rights and remedies including right to terminate the Agreement, the Promoter shall, without prejudice to any other rights available to them, not only be entitled to adopt appropriate legal proceedings for recovery thereof but also be entitled absolutely and unconditionally to stop and restrict the Purchaser/s from using other recreational facilities.

53. The Promoter shall maintain only a consolidated account of all the deposits collected from the flat purchasers of various flats in the said Project and shall transfer the excess collection if any to the said Organisation of the flat-purchasers in the said Building on execution and registration of the lease deed in favour of the Organisation by the State Government. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate flat and such accounting shall be done by all the buyers of various flat amongst themselves after transfer of the said Buildings to the said Organisation. In particular it is also agreed between the parties hereto that notwithstanding any excess/deficit collection from any particular buyer of the flat in respect of his/her flat, the Promoter shall not be required to make up accounts with each Allottee of the flat in the said Project and the Allottee shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of flat in the said Project. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever or make any deductions therefrom.
54. The Promoter shall maintain a separate account as statutorily required in respect of sums received by the Promoter from the Purchaser/s towards Statutory Charges and the Promoters shall utilize the amounts only for the purpose for which they have been received.
55. The Promoter shall, at the cost and expenses of the flat-purchasers in the said Project, form and register the said Organisation in accordance with the applicable law. The Purchaser/s shall join in forming and registering the said Organisation/ to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Organisation and for becoming a member, including the bye-laws of the proposed Organisation and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organisation of the flat-purchasers in the said Project. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies/ association of apartment owners as the case may be, or any other Competent Authority.
56. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of all the allottees of the flats in the said Project and the Purchaser/s shall pay proportionate share of expenses thereof. The proportionate share payable by the Purchaser/s to the Promoter / the said Organisation as may be determined by the Promoter / the said Organisation, shall be final and binding on the said Organisation and the Purchaser/s. It is agreed that the

Promoter shall not be liable to contribute to the said expenses with respect to the unsold flats in the said Project.

57. Subject to what is contained herein, the Promoter shall cause the State Government to lease the said Free Sale Property, and the Purchaser/s confirms that he/she/they either singly or jointly with the purchaser/s of the other flats in the said Project will co-operate with the Promoter to ensure that the lease deed is duly executed and shall not call upon or compel or will they demand the Promoter to do any other action save and except cause the lease of the Free Sale Property unto the Organisation.
58. The Promoter shall have the right to enter into a contract with any third party / agency for the purpose of maintenance and upkeep of the said Project and Free Sale Property, such decision shall be final and binding until the conveyance / lease in respect of the said Project is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain the said Project or any part thereof.
59. It is agreed that as and when the Promoter enter into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this clause, Utilities refer to water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Purchaser/s on a day-to-day basis. It is further clarified that this clause shall not be interpreted/ construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities whether or not the Promoter have entered into agreements/arrangements with any person, or otherwise the Promoters are in a position to provide all Utilities or any of them.
60. The Promoter shall be entitled to allot all flats, open spaces, terraces, etc. intended to be constructed on the said Property with a view that ultimately the Purchaser/s and allottees of all the flats etc., in the said Project shall be admitted to the said Organisation. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold flats, car parking spaces/areas, open spaces, terraces, etc. separately and independently and the Purchaser/s and allottees of all the flats and any other areas in said Project shall be admitted to the said Organisation.
61. In the event of the said Organisation being formed and registered before the sale/allotment and disposal by the Promoter of all the flats, garages, parking spaces, open spaces, terrace etc., then the powers and the authority of the Organisation so formed and/or the Purchaser/s and/or other holders of the flat shall be subject to the overall superintendence/authority and control of the Promoter in respect of all the matters concerning the said Project and, in particular the Promoter shall have absolute authority and control as regards the unsold Flats ,etc. and the Promoter shall be fully entitled to sell and dispose off all the unsold flats to any person / entity of its choice. Such flat purchasers shall be admitted as the members of the Organisation without payment of any premium or transfer charges or any additional charges save and except the membership fees and entrance fee and such allottee, purchasers or transferee thereof shall not be discriminated

or treated prejudicially by the Organisation. The contents of this clause shall be incorporated in the bye laws of Organisation and the Purchaser/s shall not raise any objection thereto.

62. The Promoter shall if necessary become member of the said Organisation in respect of their right and benefits conferred / reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the said Organisation in respect of the said right and benefits. The Purchaser/s herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Purchaser/s hereby gives his/her/their specific consent to them being admitted.

63. The Promoters shall not be liable or required to pay any transfer fees/charges and / or any amount, compensation whatsoever to the said Organisation for the sale / allotment or transfer of the unsold flats, etc. in the said Project even after the lease is executed in favour of the said Organisation.

64. The said Organisation that may be formed of the purchasers / holders of units, flats and other flat in the said Project shall not admit and issue Share Certificate to any Purchaser/s / member without obtaining a prior written No Objection Certificate from the Promoter certifying that the Promoter has no outstanding / dues pending on any account to be received from the Purchaser/s / member. If the said Organisation issues Share Certificate to any Purchaser/s / member without adhering to or abiding by the aforesaid condition, the said Organisation and the flat-purchasers shall be jointly and severally responsible and liable to pay such amounts due and payable, if any, by such Purchaser/s / member to the Promoter.

65. **CHARGES FOR FORMATION OF ORGANISATION**

All costs, charges and expenses incurred in connection with the formation of the said Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organisation as aforesaid and/or proportionately by all the holders of the flat, etc., in the said Project. The Promoters shall not be liable to contribute anything towards such expenses.

66. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Purchaser/s or the said Organisation may require for safeguarding the interest of the Promoter and/or the Purchaser/s and/or the other flat-purchasers in the said Project.

67. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

68. **EVENTS OF DEFAULT**

The Promoter shall solely at their discretion be entitled to terminate this Agreement on the happening of any of the following events (“**Events of Default**”):

- (i) If the Purchaser/s delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise (as stated hereinabove);
- (ii) If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, LOI, IOD, CC, ULC Permissions, NA Order, N.O.C. and other sanction, permission, Undertakings and Affidavits etc.;
- (iii) If the representations, declarations and/or warranties etc. made by the Purchaser/s in the Booking form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s commits a breach of any of the terms of this Agreement as recorded herein;
- (v) If the Purchaser/s has been declared and/or adjudged to be dissolved, insolvent, bankrupt etc. and/or ordered to be wound up;
- (vi) If the Promoter is of the opinion that the Purchaser/s is unable to pay its debts and/or makes, or has at any time made, a composition with the creditors;
- (vii) If the Purchaser/s is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (viii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s;
- (ix) If any of the assets and/or properties of the Purchaser/s is attached for any reason whatsoever under any law, rules, regulation, statute etc;
- (x) If the Promoters are of the opinion and / or belief that the Purchaser/s is an undesirable element and / or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and / or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and/or levied against the Purchaser and/or any of his / her / their assets and properties;
- (xii) If the Purchaser has been declared and/or adjudged to be of unsound mind;
- (xiii) If the Purchaser has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Allottee’s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

- (xiv) If the Promoters are of the opinion and/or belief that any of the aforesaid event has been suppressed by the Purchaser.
- (xv) Failure on the part of the Purchaser(s) as and when called upon by the Promoter, to become a member of the Common Organization of Purchaser(s) or to pay subscription charges etc. as may be required under the terms thereof;
- (xvi) Causing Obstructions/hindrances to the construction or implementation of project or sales of flats, either by physical means or by mass communication, including emails, mass emails, social networking sites etc.
- (xvii) Causing or making any defamatory statements against the promoter which is lowering the esteem of the promoter in the eyes of the other flat purchasers or public at large.

69. CONSEQUENCES OF DEFAULT

On the happening or occurring of any of the Events of Default, the Promoters may at their discretion and without prejudice to all other rights that the Promoters may have against the Purchaser/s either under this Agreement, or in law or otherwise, address a notice to the Purchaser/s calling upon them to rectify / cure such default or breach of the terms and conditions of this Agreement within a period of 7 (seven) days from the date of receipt thereof failing which the Agreement shall stand terminated in which event the consequences hereinafter set out in 35 shall follow.

- 70. All the aforesaid rights and/or remedies of the Promoter against the Purchaser/s are cumulative and without prejudice to one another.
- 71. It is expressly agreed that until the lease of the said Free Sale Property and the said Buildings/ Complex is executed in favour of the said Organisation, the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Free Sale Property or on any part/parts of the said Buildings/ Tower 1 and Tower 2 including on the terrace and/or on the parapet wall and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Buildings/ Tower 1 and Tower 2 or on the said Property as the case may be and further the Promoters shall be entitled to use and allow third party to use any part of the said Buildings/ Tower 1 and Tower 2 and the said Free Sale Property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s shall not have any right or be entitled to any such rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter. The Promoter shall be entitled to transfer or assign the same to any person or persons whom they deem fit and the Purchaser/s or the said Organisation shall not raise any objection thereto. Notwithstanding anything contained herein, it is further agreed between the Parties that at all times before

and / or after the lease of the said Free Sale Property unto the Organisation, the Promoter shall be entitled to brand the said Project / development on the said Property by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Purchaser/s nor the Organisation shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo however, on the formation of the Organisation the cost of maintenance, upkeep and use (including electrical charges) shall be borne and paid by the Organisation alone.

72. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrant to the Purchaser/s as follows:

- (i) The Promoter has lawful rights and have obtained requisite approvals from the competent authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said Property;
- (ii) Save and except as stated as follows and as stated in the Title Certificate dated 16 November 2016 annexed hereto and marked as **Annexure "H"** there are no encumbrances upon the said Property:
 - A. Simple Mortgage created on the Free Sale FSI and the unsold flats in the said Project in favour of Dewan Housing and Finance Ltd. which has now been released and No dues certificate dated 09 October, 2019 has been obtained from DHFL;
 - B. Handover of certain portion of the said Property as part of the 3K scheme to the statutory authorities for development of road;
 - C. Diversion / moving of nalla passing through the said Property with the assistance and as permitted by the concerned statutory authorities.
- (iii) There are no litigations pending before any Court of law with respect to the said Free Sale Property / the said Project, save and except the litigations as disclosed;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the said Project are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project shall, at all times, be complied with by the Promoter as per all applicable laws in relation to the said Project;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Flat which will adversely affect the rights of Purchaser/s under this Agreement;

- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (viii) The Promoter have paid all the taxes and outgoings as applicable with respect to the said Property up till date;
- (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 Free Sale Property) has been received or served upon the Promoter in respect of the said Free Sale Property save and except those disclosed to the Purchaser/s;

73. **PURCHASER'S COVENANTS**

The Purchaser/s by himself / herself / themselves with intention to bind all persons into whose hands the said Flat may hereinafter come, even after said Buildings is conveyed in favour of the said Organisation, hereby covenants with the Promoters as follows:

- (i) Not to do or suffer to be done anything in or to the said Buildings, said Flat, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat at the Purchaser/s own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.
- (ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Sale Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Buildings and in case any damage is caused to the said Buildings on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Buildings in

which the said Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Flat without the prior written permission of the Promoter and / or the said Organisation.

- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Buildings and not to cover/enclose the planters and service ducts or any of the projections from the said Flat or within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter / concerned authorities, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Buildings or do any act to affect the FSI potential of the said Property.
- (vi) Not to shift windows of the said Flat and / or carry out any changes in the said Flat so as to increase the area of the said Flat and / or put any grill which would affect the elevation of the said Sale Building and / or carryout any unauthorized construction in the said Flat. In the event if any such change is carried out, the Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoter / Organisation. In the event if the Purchaser/s fails to remove the same within the period of 24 hours, then the Promoter / Organisation shall be entitled to enter upon the said Flat and remove such unauthorised construction and the Purchaser/s hereby agree and undertake not to raise any objection for the same and / or demand any damages for the same from the Promoter / Organisation.
- (vii) Not to affix any fixtures or grills on the exterior of the Sale Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The Purchaser/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter.
- (viii) Not to install a window air-conditioner within or outside the said Flat. If found that the Purchaser/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Flat. The Allottee shall be required to remove the same upon being called upon by the Promoter / Organisation to do so.
- (ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and the said Sale Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (x) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause No. 40 above and pay within 10 days of demand by the Promoters, his/her/their share of security deposit demanded by any concerned local authority or government, for giving water, or any electric supply company for giving electricity or any other service connection to the said Project.

- (xi) Not to delay / default in payment of 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 from time to time.
- (xii) Not to transfer or assign the Purchaser/s right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat until all the payments whether due or not but payable by the Purchaser/s to the Promoter under this Agreement or otherwise under any law are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated in writing to the Promoter and the Promoter have their prior written consent and also intending Transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Purchaser/s.
- (xiii) Shall not violate and shall abide by all rules and regulations framed by the Promoter or by the said Organisation or under any law for the time being in force, for the purpose of maintenance and up-keep of the said Sale Building and in connection with any interior / civil works that the Allottee may carry out in the said Flat.
- (xiv) Shall not violate and shall observe and perform all the rules and regulations which the said Organisation may have 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 Sale Building and the flat 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat in the said Sale Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xv) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Buildings which is or may, or which in the opinion of the Promoter is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flat or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining flat of the said Buildings and the Purchaser/s shall not hold the Promoter so liable.
- (xvi) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Buildings.

- (xvii) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
- (xviii) The Purchaser is made aware by the Promoters that the external walls of the respective flats in the said Project will be made of RCC and/or block and will be measuring between 100 mm to 150 mm in thickness (approximately). The Purchaser is further made aware that few internal walls of the respective flats may be made of gypsum and/or fibre cement boards"
- (xix) If Purchaser fails to obliged above terms and conditions, in this case the Promoter shall be entitled to call upon the Purchaser(s) to rectify the same at his cost and restore the said Flat or the Building to its original condition. Without prejudice to the foregoing obligation of the Purchaser(s), the Promoter may carry out the necessary rectification or restoration and the Purchaser(s) shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this regard.

74. In addition to the aforesaid conditions, the Purchaser/s further binds himself / herself/ themselves in respect of the said Flat and covenants as under:

- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Buildings and/or the said Project.
- (ii) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Flat, said Buildings or the said Free Sale Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants and/or to the Promoters.
- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Project nor litter or permit any littering in the common areas in or around the said Flat and/or the said Project and at the Purchaser/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Free Sale Property to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- (iv) Shall either by himself/herself/themselves or any person claiming by / through / from the Purchaser/s not do anything which may or is likely to endanger or damage the said Buildings or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Buildings. No

damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Buildings.

- (vi) Shall not display at any place in the said Buildings or any part of the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Project or common areas therein or in any other place or on the window, doors and corridors of the said Free Sale Property / said Project.
 - (vii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Buildings or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoters in accordance with and in such manner, position and standard design laid down by the Promoter.
 - (viii) The Purchaser/s agrees & undertakes not to use the open places, terrace, stilt (if any) in the said Buildings or compound or common areas thereof or in the said Project or in the said Free Sale Property elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities.
 - (viii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter.
 - (ix) Shall cause the said Organisation to paint the said Buildings at its own cost at least once in every five years maintaining the original colour scheme even after the conveyance is executed in favour of the said Organisation.
75. The Purchaser/s hereby agrees and undertakes that, if the Purchaser/s and/or any of the person/s occupying the said Flat with the Purchaser/s or any servant or guest of the Purchaser/s commits default of any of the provisions of the aforesaid Clause 73 and 74, then the Purchaser/s shall rectify any damage and default immediately at his/her/their own cost and shall also be liable to pay to the Promoter a penalty of Rs. 10,000/- (Rupees Ten Thousand Only) (per default) on each such occasion on which the Purchaser/s or any person on his/her/their behalf commits such default. The aforesaid penalty/ies shall be payable by the Purchaser/s in addition to the cost of rectification for the default committed and the penalties, fines, etc. payable to the concerned governmental authority. In the event the Purchaser/s fails to pay the penalty and/or rectify the default of his/her/their obligation within 7 (seven) days from committing this default at his/her/their own cost then the Promoter through its agents, shall have a right but shall not be obliged to enter upon the said Flat and rectify the default at the Purchaser/s cost or Promoter shall have a right to deduct from the refundable Security Deposit which is mentioned in the Clause no. 40

76. **PROMOTER'S RIGHT TO ENTRY**

The Promoter shall have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, shall be absolutely and irrevocably entitled to, at all reasonable times, to enter into and upon the said Project and/or any part/s thereof including without limitation the said Flat to view and examine the state and conditions thereof. The Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Project and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats in the said Project in respect whereof the purchasers of such other flats, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

77. NO ASSIGNMENT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Free Sale Property and the said Buildings or any part thereof in favour of the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all rights of Promoter in all common areas, internal roads, open spaces, lobbies, staircases, terraces, etc. will remain the property of the Promoter, even after the said Free Sale Property and the said Buildings/ Tower 1 and Tower 2 are transferred to the said Organisation as hereinabove mentioned. The Allottee shall have permission only to use common areas, open spaces/areas (other than the open car parking spaces), terrace, lobby, stair case and lift.

78. It is agreed, confirmed and covenanted by the Purchaser/s that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property / Free Sale Property or or the said Buildings or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Project and that the Purchaser/s and/or the said Organisation shall not be entitled to put up any further or additional construction on the said Buildings/ Tower 1 and Tower 2 exceeding the FSI consumed therein upto the time of conveyance to be executed in favour of the said Organisation for any reason whatsoever.

79. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the

terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

80. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission / no objections for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages /charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise.
81. The Purchaser/s confirms, understands and agrees that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract. The Purchaser/s further confirms and accepts that he/ she has only relied upon the approved plans. The Purchaser/s confirms that he/she/ they have done site inspection and is aware of the planning, surroundings in and around the said Project.
82. Notwithstanding anything contained herein, it is agreed between the parties hereto:
- (i) That the Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said Property and/or the said Buildings and all flat therein and also the buildings to be constructed hereafter, if any, and its right, title and interest therein;
 - (ii) That the Promoter shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Buildings and the said Property as the Promoter may deem fit and proper and the Purchaser/s shall have no objection to the same.
 - (iii) That the sample flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the flat, and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.
83. The Purchaser/s hereby agree and confirm that he / she / they shall not be entitled to transfer his / her / their right, title and interest in the said Flat to any third party at any time prior to being handed over possession of the said Flat by the Promoter as per the terms and conditions as stated in this Agreement.
84. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event any part of the said Buildings being constructed on the said Free Sale Property not being ready for occupation and in the event of the Promoter offering license to enter upon the said Flat to the Purchaser/s or handing over possession of the said Flat earlier than completion of the entire said Sale Building then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Buildings or additional structure on the said Free Sale Property

without any interference or objection by the Purchaser/s. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building, wing/wings or additional floors or part or parts thereof by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled either themselves or through any nominees to construct and complete the additional storeys/wing/wings/building on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consents to the same being under any law as applicable and irrevocably consents not to raise any demand or dispute or objection to the same.

85. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser/s represents and warrants that:

- (i) He / she has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be no receiver and/or liquidator and/or official assignee or any person is appointed of the **PURCHASER** or all or any of his/her/their assets and/or properties;
- (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the **PURCHASER** or all or any of his/her/their assets and/or properties;
- (iii) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (iv) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- (v) no execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- (vi) he is not of unsound mind and/or is not adjudged to be of unsound mind;
- (vii) he has not compounded payment with his creditors;
- (viii) he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (ix) he is competent to contract and enter into this Agreement as per the prevailing Indian Laws;

86. The Promoter considers the accuracy of the representations and warranties of the Purchaser/s to be an important and integral part of this agreement and has executed this agreement in reliance of the same;

87. INDEMNITY

The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing

his/her/their obligations and/or term and/or conditions under this Agreement and/or approvals, Commencement Certificate, N.O.C. and other sanctions, permissions, Undertakings and Affidavits etc.

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

89. **INTERPRETATION**

In this Agreement where the context admits:

- A. Any reference to any statute or statutory provision shall include:
- (i) All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (ii) Such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- B. any reference to the singular shall include the plural and vice-versa;
- C. any references to the masculine, the feminine and the neuter shall include each other;
- D. any references to a "company" shall include a body corporate;
- E. The word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.
- F. The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;
- G. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, no vated, supplemented or replaced from time to time;
- H. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;

- I. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- J. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- K. "the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- L. references to a Person (or to a word importing a Person) shall be construed so as to include:
 - (i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);
 - (ii) that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
 - (iii) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- M. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

90. **NOTICE**

- (i) Any notice to be given by one Party to the other under this Agreement shall be in writing and shall be sent by a Party to the other Party's respective address as set out below unless a change in such address of a Party is previously intimated to the other Party in writing. Such notice shall be deemed to be duly given by Registered Post A.D. / Under Certificate of Posting / Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address if sent by hand delivery or by courier or by registered post A. D. and shall be deemed to be validly delivered, if sent by hand delivery or courier on receipt of acknowledgement, and if sent by registered post A. D. on expiry of 5 (five) days from the date of posting.

To the Proposed Transferor – Promoter / Developer

Kind Attn: **Damodar Suruchi Developers**

Address: Office at 8, Ground Floor, Abhishek Building,

Behind Kuber Complex, Opp. Laxmi Industrial Estate,

New Link Road, Andheri (W), Mumbai 400 053.

Email: **care@ukrealty.in**

To the – Purchaser/s

Kind Attn.: _____

Address: _____

Email: _____

- (ii) That in case there are joint purchaser/s all communications shall be sent by the Promoter to the Purchaser/s 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 Purchaser/s.
 - (iii) The Purchaser shall intimate in writing to the Promoter 15 (*fifteen*) calendar days in advance of any change in the address of the Purchaser herein above given and as stated in the records, failing which any correspondence sent by the Promoter to the Purchaser, to the addresses available in records shall be deemed to have been duly served upon the Purchaser.
91. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
- (i) Promoters PAN AAFD4788B
 - (ii) Purchaser/s PAN _____
92. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Flat including on this Agreement and all documents to be executed in pursuance hereof. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser/s account.
93. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other flat / unit purchaser/s in the said Project, the same shall be the proportion which the RERA carpet area of the said Flat bears to the total RERA carpet area of all the flats / units in the said Project.
94. **OVERRIDING EFFECT**
- The Agreement sets forth the entire agreement and understanding between the Parties and supersedes, cancels and merges:-
- a. All agreements, negotiations, commitments, writings and/or any other document/s and/or any oral or written statements, if any, exchanged between the Parties prior to the date of execution of this Agreement;

- b. All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
- c. The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
95. The Purchaser/s confirms that the Purchaser/s has/have visited and has/have physically seen the said Project and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Flat.
96. The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property /Free Sale Property and the said Flat and has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

97. **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 the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

98. **DELAY IN ENFORCEMENT**

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

FIRST SCHEDULE ABOVE REFERRED TO
(Said Property)

ALL that piece and parcel of land admeasuring 13,508.50 sq. meters or thereabouts and bearing C.T.S No. 163-A (pt.) of Village Akurli, Taluka Borivali, at Hanuman Nagar, Akurli Road, Kandivali (East), Mumbai 400 101 within the Registration Sub-District and District of Mumbai Suburban and bounded as follows:-

On or towards the North: Ganesh Krupa Society falling in CTS No. 163-A

On or towards the South: Jai Jagdamba Society falling in CTS No. 163-A

On or towards the East: Sanjivani Society falling in CTS No. 163-A

On or towards the West: Existing Wadarpada Road No. 2

SECOND SCHEDULE ABOVE REFERRED TO
(Said Free Sale Property and said Buildings)

Building known as “**UK Iridium**” aggregately consisting of 4 towers on a portion of land admeasuring 6,509 sq. mtrs out of the said Property more particularly described in the First Schedule hereinabove.

THIRD SCHEDULE ABOVE REFERRED TO
(Said Flat)

Flat No.____ on ____floor, admeasuring ____ Sq. mtrs. RERA carpet area, in the "____" Wing of Tower **UK Iridium** (the Sale Building) on the said Free Sale Property more particularly described in the Second Schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Project Common Areas)

- Building will be of R.C.C. frame structure.
- Building will be painted with cement paint externally.
- Society Office.
- Passenger and Stretcher lifts
- Walls will be of concrete block or brick masonry walls.
- Internal roads and foot paths
- Water supply
- Sewerage
- Storm water drains
- Sewage and disposal Treatment
- Water conservation and rain water harvesting
- Fire protection and fire safety
- Electrical Meter room, substation, receiving station
- Solid waste management
- Fitness Center
- Podium/compound
- Parking Spaces
- Recreational open spaces

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Standard fixtures and fittings to be provided in the said flat)

- Electric work will be executed through Licensed Agency, as per rules and regulations of Reliance Energy Ltd.
- Vitrified flooring. – (Price rage to be Rupees 40 – 60 per square feet)
- Windows will be of aluminium frame with glass, shutter and fixtures.

- Plumbing and sanitation will be carried out through Licensed Agency as per rule and specification of Mumbai Municipal Corporation
- Granite Platform with stainless steel sink in Kitchen.
- Doors with wooden frame.
- Internal walls will be painted with colour wash.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of common amenities)

- Landscaping and Tree plantations
- Street Lighting
- CCTV Surveillance
- Entrance Lounge
- Recreational open space
- Grand entrance gate
- Fitness Center
- Fountain Waterfall at main Entrance

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED)
 By the within named Promoter)
M/s. DAMODAR SURUCHI DEVELOPERS)
 Through its Authorized Signatory)

Name	Signature	Photograph	Left Hand Thumb Impression
Mr. Devanshu Bansal			

Signed and Delivered)
 By the within named Purchaser/s)
)

Name	Signature	Photograph	Left Hand Thumb Impression

<hr/>			
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In the presence of.

1)

2)