

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is made at Mumbai and on this \_\_\_\_ day of \_\_\_\_\_ in the Christian Year 2023 (Two Thousand and Twenty Three).

**BETWEEN**

**RAHEJA UNIVERSAL (PVT) LIMITED**, a Company registered under the Companies Act, 1956, having its registered office at Raheja Centre-Point, 294, C.S.T. Road, Near Mumbai University, Off Bandra-Kurla Complex, Santacruz (E), Mumbai 400 098, herein referred to as “**Owner/Developer**” (which expression shall mean and include its successors and assigns) of the **ONE PART**:

**AND**

**MR. SHASHI BHUSHAN And MRS. LAYANA P**, residing at **FLAT 06 KRISHNA BUILDING ICAR CIFE OLD CAMPUS, 7 BANGLOW VERSOVA, MUMBAI - 400061**, hereinafter referred to as “**Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of individual/s his/her/their respective heirs, executors, administrators; in case of a partnership firm, the partners for the time being constituting such firm and the survivors of them and the heirs, executors, administrators of the last surviving Partner; and in the case of a limited company, the successors and permitted assigns) of the **OTHER PART**:

**WHEREAS:**

- A. By virtue of two separate Deeds of Conveyance viz. (i) Conveyance dated 9th November, 1988 registered at Bandra Sub-Registry under Serial No.9284 of 1988 of Additional Book No.1 page Nos.1 to 9 volume 336 on 3.1.1989 and (ii) Conveyance dated 30<sup>th</sup> January 1997 registered at Bandra Sub-Registry under No. BDR-2/452/1997 and both expressed to be made between Mr. Rohinton Framroze Moos and Mrs. Shera Framroze Moos being the trustees of the trust known as “The Trust in respect of Feroze's share” as the Vendors of the one part and the Owner/Developer herein as the Purchaser/s of the other part (collectively “**DOCs**”), the Owner/Developer herein became absolutely seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land bearing C. T. S. Nos. 1965, 2053B, 2053C, 2053C-1, 2053D, 2053E, 2055B and 2055C, situate lying and being at Village Erangal, Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, more particularly described in the Schedule-I hereunder written and delineated on the plan hereto annexed as **Annexure-A** and thereon shown surrounded in black boundary line ( “**Larger Property**”).

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B. The Owner/Developer intends to develop Larger Property into a Larger Complex, as per the permissible user/s and/or scheme/s prevailing from time to time comprising of various Phases/Projects/Buildings/Structure, within the entire complex currently known as “Raheja Exotica” or such other name as Owner/Developer may in its absolute discretion deem fit (“**Complex**”), by utilizing Maximum FSI Potential available in respect of the Larger Property. As per currently sanctioned layout of the Larger Property, there are 5 (five) portions, shown by light green wash on the Plan being Annexure-A as R.G.-I, R.G.-II, R.G.-III and R.G.-IV, R.G. V (Layout R.G.) which collectively constitutes LOS (*as defined herein*) as per the provisions of the DCR. The Owner/Developer shall have the absolute right to shift/relocate any of the said R.G.s from their present locations to any other location on the Larger Property as the Owner/Developer may deem fit, including by demolishing the structures and other facilities provided therein.

C. The name of the Owner herein which was originally K. Raheja Universal Pvt. Ltd was changed from time to time as follows:

- i. To ‘Raheja Universal Private Limited’ w.e.f. 25<sup>th</sup> September, 2009.
- ii. To ‘Raheja Universal Limited’ w.e.f. 25<sup>th</sup> January, 2010.
- iii. To ‘Raheja Universal Private Limited’ w.e.f. 25<sup>th</sup> June, 2012.
- iv. To ‘Raheja Universal (Pvt) Limited’  
A Fresh Certificate of Incorporation consequent upon Change of Name was issued by the Registrar of Companies on 9<sup>th</sup> August, 2012;

D. The Owner/Developer has constructed:

- i. Phase I comprising of various Villas, collectively having 5,942.58 sq.mtrs., Built-up Area, which are shown in green boundary line in the Plan annexed hereto as **Annexure-A** and the same has been dealt with by the Owner/Developer on leasehold basis, respective Villas as well as land underneath the Villas for the period agreed and the rent reserved with the individual Villa holders under the respective agreements ;
- ii. Phase II comprising of 4 (Four) Buildings i.e. Building Nos. 1, 2, 3, 4 known as Barcelona, Sevilla, Andalucia and Valencia (“**Phase II Buildings**”), respectively collectively having 22,097.12 sq.mtrs., Built-up Area, and the 4(Four) buildings are shown in dark blue wash in the Plan annexed hereto as **Annexure-A**. The Owner/Developer has dealt with individual flats of Phase II of the respective buildings on ownership basis with agreed terms inter-alia with regard to formation and registration of Co-operative Housing Society and to grant lease of 99 years in respect of the land underneath the building/s, and further to form an Apex Body of all buildings in the Larger Property. Accordingly, 4 separate Co-operative Housing Societies have been registered.
- iii. Phase III comprising of Building No. 7 having 3 wings known as Amalfi, Capri and Sicily, having 27,507.67 sq.mtrs., Built-up area and the building is shown in grey wash in the Plan annexed hereto as **Annexure-A**. The Owner/Developer has dealt with the

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individual flats of Phase III on ownership basis with the agreed terms, inter alia, with regard to formation and registration of Co-operative Housing Society and to grant lease of 99 years in respect of the land underneath the building, and further to form an Apex Body of all buildings in the Larger Property. Accordingly, Raheja Exotica Amalfi Sicily Capri Co-operative Housing Society Ltd has been registered.

- iv. Phase IV comprising of Building No. 5 known as Sorrento, having 2 Wings A & B and both the Wings contains 36 upper floors having an aggregate built-up area of 50,619.10 sq. mtrs. (“**Sorrento FSI**”) including Fungible FSI of 13,077.10 square meters) and the building is shown in pink wash in the Plan annexed hereto as **Annexure-A** . The Owner/Developer has dealt with individual flats of Phase IV of the respective buildings on ownership basis with agreed terms inter-alia with regard to formation and registration of Co-operative Housing Society and to grant lease of 99 years in respect of the land underneath the building/s, and further to form an Apex Body of all buildings in the Larger Property. Accordingly, Raheja Exotica Sorrento Co-operative Housing Societies has been registered.

E. The Owner/Developer has constructed amenities like clubhouse, swimming pool, and other recreational facilities, with landscaped gardens (collectively named as “**Club Exotica**”), on the designated R.G. V (Layout R.G.), the use whereof may be granted by the Owner/Developer to the Purchaser/s of all the Buildings of Larger Property, at the discretion of the Owner/Developer and subject to payment of mandatory membership charges and/or any other charges payable by Purchaser/s.

F. On the part of Complex, the Owner/Developer proposes to develop a Cluster to be known as “**Building no.9 Cluster**”, in the manner stated herein below:

- a) Currently proposed Building No.9 Cluster as shown in the plan annexed hereto as Annexure-A, demarcated red boundary line shall consist of three independent real estate Projects comprising of residential flats and mixed-use commercial units/shops.
- b) Currently proposed Building No.9 Cluster comprising of :
  - i. Building no. 9A is comprising of:
    - a) Basements (*as defined herein*)
    - b) 1<sup>st</sup> to 35<sup>th</sup> upper floors (shall be developed and is registered under the said Act r/w said Rules as separate /independent real estate project known as “Raheja Exotica Verona” (shown in light blue wash in Annexure A) bearing RERA registration no. P51800017918).
  - ii. Part of Building no. 9B i.e., Comprising of:
    - a) Basements (*as defined herein*)
    - b) Service Floor: shared with Raheja Exotica Downtown
    - c) 2<sup>nd</sup> to 35<sup>th</sup> upper floors “**Said Project**” (shall be developed and is registered under the said Act r/w said Rules as separate /independent real estate project known as Raheja Exotica Siena (shown in red wash in Annexure A) bearing registration no. P51800046921).

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d) a), b) and c) together be called as “**said Building**”

iii. Part of Building no. 9B comprising of:

a. Part of Lower ground level

i) Service area

ii) Parking

b. Upper ground Level

c. 1<sup>st</sup> Floor level

d. Service Floor: shared with Raheja Exotica Siena

e. a (i), b and c as above together shall be developed and is registered under the said Act r/w said Rules as separate /independent commercial real estate project known as “Raheja Exotica Downtown” (shown in blue boundary line in Annexure A) bearing registration no. P51800019930.

c) Building no. 9 Cluster is further divided into two sub-clusters comprising of

i) Primary Cluster and ii) Secondary Cluster.

i. **‘Primary Cluster’** shall mean the sub-cluster comprising of 2 Projects i.e., Raheja Exotica Verona and Raheja Exotica Siena.

ii. **‘Secondary Cluster’** shall mean the sub-cluster comprising of 2 Projects i.e., Raheja Exotica Siena and Raheja Exotica Downtown.

d) Both the registered Projects of Primary Cluster shall jointly manage and administer as they may mutually agree with regard to Primary Cluster Common Areas, Common amenities and Common Infrastructures (whether provided now or in future) and in addition shall also contribute towards the expenses of common areas, utilities and facilities of Larger Property towards P-CAM Charges, subject to the terms and conditions as may be stipulated in this Agreement for Sale.

e) Both the registered Projects of Secondary Cluster shall jointly manage and administer as they mutually agree with regard to Secondary Cluster Common Infrastructures (whether provided now or in future) and in addition shall also contribute towards the expenses of common areas, utilities and facilities of Larger Property towards P-CAM Charges, subject to the terms and conditions as may be stipulated in this Agreement for Sale.

f) The occupants of Raheja Exotica Downtown shall be entitled to use Common Infrastructure and relevant common areas of Secondary Cluster as mentioned herein subject to payment of SC-CAM charges to the Developer/Owner until the formation of Apex Body.

G. The Owner/Developer proposes to develop various Phases/Projects/Buildings/Structures as per the permissible user/s and/or scheme/s prevailing from time to time as part of the future development of the Complex on the Larger Property (as shown in yellow wash of

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Annexure A) and all Phases developed on the Larger Property shall together constitute the **“Whole Project”**;

- H. The building plans in respect of said Building have been approved by the Municipal Corporation of Greater Mumbai (**“MCGM”**) by issuing Intimation of Disapproval bearing reference no. CHE/9454/BP(WS)/AP/IOD/1/New dated 26<sup>th</sup> August, 2022 (**“IOD”**) and the Commencement Certificate in respect of said Building has been endorsed on 14<sup>th</sup> September, 2022 bearing reference no. CHE/9454/BP(WS)/AP/CC/6/Amend (**“CC”**). Copies of IOD and CC are annexed hereto as **Annexure -B1 and B2** respectively. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Developer while developing the said Building and upon due observance and performance the Occupation Certificate/ Building Completion Certificate in respect of said Building shall be granted by the concerned local authority;
- I. The Owner/Developer has commenced construction of Raheja Exotica Siena on portion of land of Larger Property admeasuring 749 square meters (plinth area) (**“Project Property”**), comprising of 3<sup>rd</sup> to 36<sup>th</sup> floors (**“Said Project”**) which is shown by red wash on the plan annexed hereto as **Annexure-A** in accordance with the Building Approval.
- J. The Developer has also commenced the construction of Raheja Exotica Verona and Raheja Exotica Downtown.
- K. The Owner/Developer has registered the Said Project under the provisions of Real Estate (Regulation and Development) Act, 2016 (**“said Act”**) read with Maharashtra Rules and Regulations, 2017 (**“said Rules”**) with registration no. P51800046921. A copy of Registration Certificate is annexed hereto as **Annexure-C**;
- L. The Owner/Developer shall be at liberty at any time in the future to change, amend, modify and alter, scope, scale and user of the Larger Property by way of additions alterations, amendments, deletions thereto, sub-division thereto, or to any portion thereof, change of user/s, change / shift / subdivision of the Larger Property, utilization of Maximum FSI Potential, by granting right-of-way to and from the Larger Property to the occupants of the neighboring properties or the sub-divided / demarcated plots or buildings, etc., by right to use the common infrastructure, in any manner whatsoever in accordance with the Applicable Law prevailing from time to time.
- M. The Owner/Developer will be selling the Flats in the Said Project on what is known as **“Ownership basis”** as per the said Act and said Rules.
- N. Subject to and upon the terms, conditions and provisions hereof, the Owner/Developer has agreed to sell the Flat to the Purchaser as mentioned in **Annexure-D** hereto, which is shown on the typical Floor Plan annexed hereto and marked **Annexure-E** which is more particularly described in Schedule-II hereto, at or for the agreed consideration payable by

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the Purchaser as set-out in **Annexure-F1** (“**Consideration**”) and in addition to the Consideration, the Purchaser shall, on or before taking delivery of possession of the Flat, also pay to the Owner OAD as mentioned in **Annexure-F2** with applicable taxes;

- O. The Owner/Developer is in possession of the Project Property and is entitled and enjoined upon to construct said Building on the Project Property in accordance with the recitals hereinabove;
- P. By virtue of the DOCs, the Owner/Developer has sole and exclusive right to allot the Flat in the said Project to be constructed by the Owner/Developer on the Project Property and to enter into Agreement/s with the Purchaser/s of the Flat to receive the consideration in respect thereof;
- Q. Certificate of Title issued by M/s. Kanga & Co., Advocates & Solicitors, certifying the title of the Owner in respect of the Larger Property is annexed hereto as **Annexure-G**. The Purchaser confirms having, inspected, read and understood all the disclosures/documents in respect of the Said Project referred to herein and available on the website of the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”) in respect of the Said Project.
- R. The Property Cards in respect of the Larger Property are hereto annexed and marked as **Annexure H-1 to H-8**.
- S. The Owner/Developer has got some of the approvals from the concerned local authority(s) to the plans , specifications, elevations, sections for the said Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate or Building Completion Certificate for the said Project.
- T. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- U. Under section 13 of the said Act, the Owner/Developer is required to execute a written Agreement for Sale for Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

The recitals hereinabove contained shall form an integral part of this operative portion as if the same are set out herein *verbatim*.

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**1. DEFINITIONS**

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

1.1 **'Agreement'** shall mean this Agreement together with the Schedules and annexures hereto and any other deed and/or document(s) executed in pursuance hereof, which will be expressed to be supplemental to, or as a modification or amendment of this Agreement.

1.2 **'Applicable Law'** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from time to time.

1.3 **'Apex Body'** shall mean Apex Body / Federation of societies or companies or any other legal bodies/entities or otherwise as may be permitted under the Maharashtra Co-operative Societies Act, 1960 ("**MCSA**"), said Act and said Rules or Applicable Law, constituted for the purpose of transfer of land, in respect of Larger Property.

1.4 **'Basements'** comprising of the following

- (i) Basement no.2 ("**B-2**")
- (ii) Basement no.1 ("**B-1**")
- (iii) Lower Ground level (excluding Raheja Exotica Downtown area)
- (iv) Edeck level

provided for the purpose of parking vehicles, laying services and utilities and for such other purpose as may be deemed fit and for common usage of all the occupants of Primary Cluster.

1.5 **'BCC'** shall mean Building Completion Certificate issued by MCGM upon completion of construction of the Said Building.

1.6 **'Building no. 9 Cluster'** shall have the meaning as defined in the Recitals hereinabove.

1.7 **'Car-Parking Space/s'** shall mean car parking space as mentioned in **Annexure -D**.

1.8 **'CAM Charges'** shall means Common Area Maintenance Charges being sum of monthly / quarterly maintenance charges, PSC, FM fees, and all other expenses necessary and incidental to provide management, repair, maintenance, upkeep, housekeeping and replacement of amenities/utilities/facilities/ common areas of said Building/ said Project/ Primary Cluster/ Secondary Cluster/ Building no. 9 Cluster/ Larger Property which will be payable by the Purchaser/s in his/her proportionate share with applicable taxes. CAM charges is further split in the following components:

a) **'B-CAM Charges'** shall mean Building Common Area Maintenance charges proportionately payable by the Purchaser/s of the Raheja Exotica Siena which shall include

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PSC and FM Fees together with applicable taxes thereon inter-alia for the maintenance of the Flat/said Building as defined herein.

- b) **‘PC-CAM Charges’** shall mean Primary Cluster Common Area Maintenance Charges proportionately payable by all the occupants of Primary Cluster which shall include periodic subscription charges and FM Fees together with the applicable taxes thereon for the maintenance of (i) amenities/utilities/facilities provided on Basements as defined herein; (ii) Common Infrastructure of Primary Cluster as defined herein;
- c) **‘SC-CAM Charges’** shall mean Secondary Cluster Common Area Maintenance charges proportionately payable by all the occupants of Secondary Cluster which shall include periodic subscription charges FM Fees together with the applicable taxes thereon for the maintenance of (i) relevant Common areas (ii) Common Infrastructure of Secondary Cluster as defined herein; .
- d) **‘C-CAM Charges’** shall mean Cluster Common Area Maintenance charges of Building no. 9 Cluster proportionately payable by all the occupants of Building no.9 Cluster which shall include periodic subscription charges FM Fees together with the applicable taxes thereon for the maintenance of (i) Common areas/amenities (ii) Common Infrastructure of Building no.9 Cluster as defined herein;
- e) **‘P-CAM Charges’** shall mean Platform Common Area Maintenance Charges payable by all the occupants of Larger Property which shall include periodic subscription charges and Common areas/amenities, Common Infrastructure of Larger Property.

1.9 **‘Common Infrastructure’**: The Owner/Developer shall provide common infrastructure (whether provided now or in future) as categorized herein below for the use and convenience of all the Purchaser/s of all the Buildings/Projects of Larger Property/Building no.9 Cluster/Primary Cluster/Secondary Cluster subject to payment of necessary proportionate Outgoings.

- i. **‘Common Infrastructure of Larger Property’**: Receiving Stations, Internal Roads , footpaths, Mechanical Electrical Plumbing (“MEP”) Services
- ii. **‘Common Infrastructure for Building no. 9 Cluster’**: Sewage Treatment Plan (“STP”), underground water tanks, storm water drains, sub-station, DG, Organic Waste Composter(“OWC”), Mechanical Electrical Plumbing (“MEP”) Services, Fire fighting system etc.
- iii. **‘Common Infrastructure for Primary Cluster’**: security cabins, gardens, ramp, proportional E-deck, parking and driveways, entrance gate, internal roads and footpaths, etc.
- iv. **‘Common infrastructure for Secondary Cluster’**: Overhead tank, Underground Water tank, Pump Room, Electrical / LV shafts, Fire fighting shafts, Fire Fighting System, Plumbing Shafts, Plumbing system, Rain water Harvesting System, Lightening arrestor, Service Floor, etc.

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1.10'Consideration' shall mean the amount payable by the Purchaser/s to the Owner/Developer as mentioned in **Annexure-F1** with applicable taxes for the acquisition of rights in respect of the Flat.

1.11'Date of Possession' shall mean the Date of Possession with grace period of 6 (Six) months as mentioned under **Annexure -D**;

1.12'DCR' shall mean Development Control Regulations of MCGM.

1.13'Deck/Balcony Area' shall mean the floor area of the outdoor deck and/or balcony and or verandah as the case may be, attached to the individual Flat and counted in FSI.

1.14'E-deck' shall mean proportionate Stilt level/Upper Ground Floor level (excluding Raheja Exotica Downtown area) above the Lower Ground Level which shall be utilized for the purpose of Pedestrian movement (car- free Zone) and Fire tender movement and entrance lobbies for all the Projects of Primary Cluster. E-deck being part of Common Area/ Infrastructure of the Primary Cluster is not registered as part of the Said Project.

1.15'Flat' shall mean the residential flat as mentioned in **Annexure -D** herein and more particularly described in the Schedule-II hereunder and delineated on the floor plan annexed hereto as Annexure -E.

1.16'FM Fees' shall mean the Facility Management Fees to be paid by the Purchaser to the Owner/Developer and/or its nominees, which shall be an amount equal to 10% of CAM Charges.

1.17'GST' shall mean Goods and Services Tax paid into the Government Treasury and which is non-refundable in nature.

1.18'Interest' unless defined otherwise, shall mean the simple interest at State Bank of India ("SBI") highest Marginal Cost of Lending Rate ("MCLR") plus two percent, per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October, provided that in case the SBI MCLR is not in use it would be replaced by such benchmark lending rates which the SBI may fix from time to time for lending to general public. The interest on all the default amounts shall be paid from the next day of the date the amount becoming due till the date of realization of such amount. The payment of Interest shall be without prejudice to the other rights and remedies of the parties. Delay in demand of Interest shall not constitute a waiver of the same, unless specifically provided in writing.

1.19'IOP' shall mean the Intimation of Possession Letter, by which the Owner/Developer will notify to the Purchaser/s that the OC is obtained in respect of the Said Project.

1.20'IFAMSD' shall mean non-refundable Interest Free Advance Maintenance Security & Raheja Exotica Siena \_Agreement for Sale

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Deposit to be paid on receipt of IOP by the Purchaser/s to the Owner/Developer, as mentioned in **Annexure -F2** for the purpose of maintaining common areas and as security deposits for CAM charges of the said Building/ said Project/ Primary Cluster/ Secondary Cluster/ Building no. 9 Cluster/ Larger Property. The Owner/Developer shall utilize such deposits towards initial CAM Charges and retain such deposits proportionately as security to be used for default of payment of CAM Charges and towards interest thereon (if any) as per the provisions of Applicable Law, until the management of the said Project/ said Building together with the accounts is handed over to the Society/ Primary Cluster Society / Secondary Cluster Society /Apex body as the case may be.

1.21 '**LOS**' shall mean Layout/Plot Recreational Ground /Open spaces (LOS) in Layout/Plot comprising of, R.G. I, R.G. II, R.G. III R.G. IV and R.G. V (Layout R.G.). As per prevailing policy and as approved, the Owner/Developer is entitled to utilize the FSI of the designated Layout R.G. anywhere within the Larger Property layout and the said designated land area and can be used as a part of the mandatory 25% R.G. required to be provided under the DCR and also for constructing permissible recreational facilities like Club house, swimming pool etc. thereon, which shall be developed, dealt with and operated by the Owner/Developer at its sole discretion.

1.22 '**Liquidated Damages**' shall mean an amount equivalent to sum of 10% of the Consideration plus brokerage (if any) paid by the Owner/Developer plus outstanding interest due and payable from the Purchaser/s, if any.

1.23 '**Lower Ground level**' shall mean level above the B-1 where the proportionate parking for the said Project shall be provided for all the occupants of Building no. 9 Cluster.

1.24 '**Maximum FSI Potential**' shall mean basic FSI available in respect of the Larger Property, as well as any additional FSI which is now available or which may become available in future, on account of increase in the basic FSI, or on payment of premium, or by virtue of acquisition/loading by the Owner/Developer, of Transferable Development Rights arising/emanating from the Larger Property (including portions thereof under D.P. Roads set back etc.), or of any other property/ies ('**TDR-FSI**') under the provisions of the applicable rules and regulations prevailing from time to time , or in any other manner whatsoever.

1.25 '**Outgoings**' shall mean sum of CAM Charges and Property Tax;

1.1 '**OAD**' shall mean the Other Amounts and Deposits to be paid by the Purchaser/s to the Owner/Developer as listed in **Annexure -F2** annexed hereto with applicable taxes on or before taking possession of the Flat.

1.2 '**OC**' shall mean Occupation Certificate issued by MCGM.

1.3 '**Property Tax**' shall include property taxes, local taxes, betterment charges and all other levies levied by the concerned local authority and/or Government payable in respect of the

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Flat and Said Project as per Applicable Law.

1.4 **‘Primary Cluster Societies’** shall mean registered societies formed for both the Projects of Primary Cluster, which shall jointly manage and administer as they may mutually agree, all the functions and operations in respect of Common Areas/Amenities and Common Infrastructure of Primary Cluster (whether provided now or in future). The use of such Common Areas/Amenities and Common Infrastructure of Primary Cluster shall be granted to all the Purchasers of Primary Cluster subject to payment of PC-CAM charges as decided by the Owner/Developer until the formation of Primary Cluster Societies. The Bye-laws of the Primary Cluster Societies shall be framed solely by the Owner/Developer.

1.5 **‘Primary Cluster’** shall have the meaning as defined in the Recitals hereinabove.

1.6 **‘Primary Cluster Common Areas’** shall mean common areas as mentioned in Schedule III herein, which are to be utilized by all Purchaser/s and occupants of Primary Cluster.

1.7 **‘Purchaser/s’** shall mean the person/s to whom the Flat is allotted by the Owner/Developer and includes the person’s who subsequently acquires the Flat through sale but does not include a person to whom such Flat is given on rent/Leave and License.

1.8 **‘PSC’** shall mean Periodic Subscription Charges.

1.9 **‘R.G.’** shall mean Recreational Garden.

1.10 **‘Secondary Cluster’** shall have the meaning as defined in the Recitals hereinabove.

1.11 **‘Secondary Cluster Societies’** shall mean registered societies/legal bodies formed for both the Projects of Secondary Cluster, which shall jointly manage and administer as they may mutually agree, all the functions and operations in respect of Common Areas/Amenities and Common Infrastructure of Secondary Cluster (whether provided now or in future). The use of such Common Areas/Amenities and Common Infrastructure of Secondary Cluster shall be granted to all the Purchasers of Secondary Cluster subject to payment of SC-CAM charges as decided by the Owner/Developer until the formation of Secondary Cluster Societies. The Bye-laws of the Secondary Cluster Societies shall be framed solely by the Owner/Developer.

1.12 **‘Service Floor level’** shall mean level above the 1<sup>st</sup> floor level of Raheja Exotica Downtown where certain common services shall be provided jointly for the Projects of Secondary Cluster and the same is not registered as part of the Raheja Exotica Siena or Raheja Exotica Downtown.

1.13 **‘Said Real Estate Project’ / ‘Said Project’** shall mean the Project known as Raheja Exotica Siena bearing Registration No. P51800046921 under the said Act.

1.14 **‘Society’** shall mean co-operative society duly registered under MCSA, and/or any other  

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entity, organization, association, or body, referred to in, or permitted under the said Act and said Rules to comprise, inter alia, the Purchaser/s and other occupants of the Said Project.

**1.15 Types of Area:**

- i. 'CA' shall mean Carpet Area = Usable area within the walls of the Flat.
- ii. 'RCA' shall mean RERA Carpet Area = Carpet Area + thickness of internal walls as stated here in Annexure D hereto.
- iii. 'UCA' shall mean Usable Carpet Area = RERA Carpet area + Deck area.

**2. CONSTRUCTION:**

2.1 The Owner/Developer shall construct the said Building consisting Basements + Service Floor + 2<sup>nd</sup> to 35<sup>th</sup> Floors (comprising of residential flats) on the Project Property in accordance with the building approvals, plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Owner/Developer shall have to obtain prior consent in writing of the 2/3<sup>rd</sup> Allottees/Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Owner/Developer intends to develop Building no. 9 Cluster and future Phases/Projects/Buildings/Structures on the Larger Property based upon Building plans and approvals and any amendments thereto from time to time.

2.3 The Owner/Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Owner/Developer may provide right of way access to other persons from or through Project Property and/or the Larger Property or a portion thereof. The Purchaser/s hereby state and confirm that they have no objection to the same and shall not raise any objection in the future in respect thereof.

2.4 Said Project, has shared access through the internal layout road of Larger Property, shown by brown hatch on the plan annexed hereto as Annexure A, which is subject to amendment/modification.

2.5 The Owner/Developer shall be entitled to provide the Common Infrastructure (whether provided now or in future) as the Owner/Developer may deem fit. The Common Infrastructure (as defined herein) provided by the Owner/Developer shall be operated by the Owner/Developer and / or its nominees or any third party agencies as may be nominated by the Owner/Developer and/or for that purposes the Owner/Developer shall be entitled to enter into appropriate arrangements with them as the Owner/Developer may decide at its absolute discretion. The Purchaser shall be liable to bear and pay such charges as may be decided by the Owner/Developer for the use of the Common Infrastructure. The Owner/Developer is entitled to and reserves the right to amend, modify and alter the

Owner/Developer	Purchaser/s
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Common Infrastructure as per Applicable Law.

- 2.6 Primary Cluster Common areas shall be such as specified in Schedule III hereto. The Purchaser is aware that Primary Cluster Common areas shall be used jointly by all the occupants of Primary Cluster for the purpose of ingress and egress on foot or by vehicles and for joint usage of any common areas provided by the Owner/Developer and also all the occupants of Primary Cluster shall jointly use the Common Infrastructure of Primary Cluster as mentioned in this present.
- 2.7 Secondary Cluster Common Infrastructure shall be as mentioned in this Agreement. The Purchaser is aware that Common Infrastructure of Secondary Cluster shall be used jointly by all the occupants of Secondary Cluster.
- 2.8 The Owner/Developer have provided various amenities like Club Exotica and shall have the right to provide additional amenities and facilities if it deems fit for the use of all the Purchaser/s /Occupants on the Larger Property. Subject to the Purchaser/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Purchaser/s shall also apply for and take up mandatory membership of such Club Exotica facilities. The Purchaser/s may access, use, and enjoy such facilities in respect of which the Purchaser/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Owner/Developer. The Owner/Developer shall charge membership fees, PSC as well as usage charges for the additional amenities provided now or in future together with applicable taxes from the Purchaser which shall be as per the policy to be framed and decided by the Owner/Developer at such time in the future at its sole discretion and the Purchaser shall be bound and liable to pay the same as and when demanded.
- 2.9 The Owner/Developer shall be at liberty at any time in future, change, amend, modify and alter , scope, scale and permissible/mixed user/s of the Larger Property by way of additions, alterations, amendments, deletions thereto, sub-division thereto or to any portion thereof, change of user/s, change / shift / subdivision of the Larger Property, utilization of Maximum FSI Potential by, granting right-of-way to and from the Larger Property to the occupants of the neighboring properties or the sub-divided / demarcated plots or buildings, etc., by right to use the common infrastructure, in any manner whatsoever in accordance with the Applicable Law.
- 2.10 The Owner/Developer shall provide certain common areas/amenities and common infrastructure which shall be used jointly or solely by the Purchaser/Occupants of the said Project/Primary Cluster/Secondary Cluster/ Building no. 9 Cluster/ Larger Property by contributing towards its expenses proportionately.
- 2.11 Part of Building no. 9B i.e., upper ground level and 1<sup>st</sup> Floor together is registered as separate commercial Project known as “Raheja Exotica Downtown”.

Owner/Developer	Purchaser/s
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2.12 The Owner/Developer has provided certain common services at Service floor level for Secondary Cluster.

2.13 The Owner/Developer has provided LOS of the Larger Property as permissible under Applicable Law.

2.14 The Purchaser agrees not to raise any objection with regard to the current and future development of the Larger Property as per the plans sanctioned for such development from time to time.

### **3 CONSIDERATION:**

3.1 The Purchaser hereby agree/s to acquire from the Owner/Developer and the Owner/Developer hereby agrees to sell the Flat together with the carparking as mentioned in **Annexure-D**, shown on the typical Floor Plan annexed hereto as **Annexure-E** and described in Schedule-II herein at or for the agreed Consideration which includes Club Exotica membership charges as set out in **Annexure- F1** and other charges and deposits as set out in **Annexure -F2** subject to what has been recited herein. The specifications and amenities to be provided in the Flat are specified in **Annexure -I** hereto.

3.2 The consideration together with the tax, any cess, surcharge and applicable GST thereon shall be paid by the Purchaser/s in installments as specified in **Annexure-F1** hereto, strictly within a period of 15 (fifteen) days from the receipt of the written intimation from the Owner/Developer (“**Demand Notice**”), by cheque/Bank Transfer in favour of the said Escrow Account after deducting therefrom TDS on each installment as per the applicable provisions of Section 194-1A of the Income Tax Act, 1961. The Purchaser/s shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Directorate General of Income-tax (System) or to the person authorized by him in this behalf, within 7 (seven) days from the end of the month in which the deduction is made, and issue a TDS certificates in Form No.16B to the Owner/Developer within 15 (fifteen) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Owner/Developer to give credit to the Purchaser/s for the same.

3.3 It is an essential and integral term and condition of this Agreement, that the interest, title in respect of the Flat under this Agreement, shall be created in favour of the Purchaser/s and/or the Purchaser/s will have, or be entitled to claim any rights under this Agreement in respect of the Flat, only if the amounts payable by the Purchaser/s in pursuance hereof, are paid by the Purchaser/s to the Owner/Developer, and Purchaser/s has/have furnished to the Owner/Developer the requisite Form 16B for all amounts of TDS.

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

3.5 The Owner/Developer shall confirm the final RCA of the flat that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RCA, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer. If there is any reduction in the carpet area within the defined limit then Owner/Developer shall refund the excess money paid by the Purchaser within 90 (ninety) days with annual interest at the rate specified in the said Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the RCA allotted to the Purchaser, the Owner/Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

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

3.7 In the event of default of any due amounts, not limited to but including Consideration or OAD, the Purchaser shall be liable to pay Interest to the Owner/Developer.

**4. TITLE:**

4.1 The Purchaser has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Owner/Developer to the Larger Property.

4.2 The Owner/Developer has already created charge in favour of HDFC Ltd of the Larger Property and has procured the NOC/release of HDFC's charge over the Flat prior to execution of this Agreement.

**5. RIGHT OF WAY**

The Purchaser is aware that:

5.1 By an Agreement dated 30<sup>th</sup> July, 2013 and duly registered with the Sub-Registrar of Assurances at Borivali under No. BRL/3- 4446/2013 on 30<sup>th</sup> July, 2013 ("**Right of Way** Raheja Exotica Siena \_Agreement for Sale

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**Agreement**”), the Owner/Developer has, inter-alia, granted to the owners of CTS No. 2040 (hereinafter referred to as “**Adjoining Property-1**”) and CTS No.2027-A (hereinafter referred to as “**Adjoining Property-2**”) both of revenue village Erangal which lie adjoining to the Larger Property (Adjoining Property-1 and Adjoining Property-2 are hereinafter collectively referred to as “**Adjoining Properties**”) and to all such persons as the Grantees may in their absolute discretion authorize at any time in the future, including but not limited to their heirs, executors, administrators, nominees, servants, agents, guests, visitors, tenants, occupiers of the Adjoining Properties and/or the building/s or the structures constructed thereon (hereinafter referred to the “**Grantees’ Nominees**”) jointly with the Owner and the tenants and occupiers of the Larger Property and/or of the structures and buildings constructed and/or to be constructed thereon, without charging any cost the following:

- a) a right of way over all Internal Access Roads of the Larger Property whether currently existing, currently proposed roads including a strip of the D.P. Road which shall be handed over to the municipal authorities in due course or that may be proposed and built at any time in the future, therein referred to as Currently Built Roads, Currently Proposed Roads and Future Modified Roads (the Currently Built Roads, Currently Proposed Roads and Future Modified Roads are therein and hereinafter collectively referred to as the “**Internal Access Roads**”); and
- b) the right to lay and connect drains, pipes, sewerage, water and electrical lines, cables and other service lines and amenities (including underground and overhead) on the Internal Access Roads including under, over or along the land appurtenant to and/or surrounding each and every building on the Larger Property (“**Utilities**”), for the supply of utilities and other necessities or conveniences that may be necessary or desired in respect of the Adjoining Properties as setout therein; and
- c) The right of usage, right to become member of Club Exotica subject to rules and regulations of Club Exotica as framed by the Owner/Developer and as consequence thereof to the use of Club Exotica as well as all R.G. areas (currently known as LOS) in such manner as Owner/ Developer may deem fit.

5.2 The Adjoining Property-1 is shown by magenta boundary line and Adjoining Property-2 is shown by purple boundary line on the said plan being **Annexure-A**.

5.3 In addition to the above, the Owner/Developer has reserved to itself the right to grant unfettered, uninterrupted and without charging any cost to the Grantee’s Nominees and the Owners of other properties adjoining the Larger Property and/or the Adjoining Properties (“**Other Adjoining Properties**”) and to all such persons as the Owner/Developer may in their absolute discretion authorize at any time in the future, including but not limited to their heirs, executors, administrators, nominees, servants, agents, guests, visitors, tenants, occupiers of the Grantee’s Nominees and the Other Adjoining Properties and/or the building/s or the structures constructed thereon at the sole and absolute discretion of the Owner/Developer

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herein and for that purpose to enter into suitable agreements/arrangements as they may deem fit for:

- a) right of way and means of access, over and along all the Internal Access Roads and pathways/and the ramps or any other portion of the Larger Property, at all times,
- b) the right to lay and other Utilities whether provided now or later, for enabling the connection of utilities and other necessities or conveniences that may be necessary or desired in respect of the Other Adjoining Properties
- c) right to use the Common Infrastructure and other Facilities including but not limited to use and become member of Club Exotica and all the R.G. areas on the Said Larger Property subject to rules and regulations of Club Exotica as framed by the Owner/Developer) in such manner as Owner/ Developer may deem fit.

5.4 Notwithstanding the aforesaid, the Purchaser/s shall not have, enjoy or claim any such corresponding right over any of the internal roads or other facilities that may be constructed or made available on the Adjoining Properties and the Other Adjoining Properties **TO THE INTENT** that all such rights and privileges shall be for the sole enjoyment of the to the Grantees' Nominees as the Grantees may in their absolute discretion deem fit.

5.5 The aforesaid rights of the Owner/Developer shall be deemed to be a covenant running with the land.

**6 FLOOR SPACE INDEX ("FSI"):**

6.1 The Purchaser/s is/are aware that MCGM has sanctioned building plans for consumption of FSI of 18,602.28 square meters (approx.) which may be amended subject to final approval ("**said Project FSI**") for construction of the Said Project.

6.2 The Owner/Developer shall be entitled to utilize and deal with the entire Maximum FSI Potential of the Larger Property for construction of buildings/Projects and development of facilities and/or amenities on any part of the Larger Property even after the registration of the Society /Apex Body and shall have full right and authority to utilize Maximum FSI Potential that may be available from time to time even after the registration of the Society/Apex Body and the Owner/Developer shall be entitled to use and or deal with all such construction in such manner as the Owner/Developer may deem fit.

6.3 The Owner/Developer is entitled to construct the Buildings/Projects/Phases and other structures on the Larger Property being constructed as well as the buildings / structures / Apartments / Shops that may be constructed in the future phases of development on the Larger Property in the manner and as per the permissions /approvals received from time to time.

6.4 All FSI at any time available in respect of the Larger Property or any part/s thereof shall always belong absolutely to the Owner/Developer. Neither the Purchaser/s nor any of the other Purchaser/s of any building being constructed on the Larger Property (including the Said Project) nor the Society /Apex Body of any future organizations of flat purchasers of any future

Owner/Developer	Purchaser/s
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developments on the Larger Property shall be entitled to claim any FSI howsoever available on the Larger Property.

6.5 The Purchaser/s shall not be entitled to object to raise any objection with regard to balance portion of the Larger Property.

**7 PROCEDURE FOR TAKING POSSESSION:**

7.1 The Owner/Developer, upon obtaining the OC from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within the time as mentioned in the IOP. Upon receipt of IOP, the Purchaser/s agree(s) to pay the maintenance charges/Outgoings as determined by the Owner/Developer/ Society/ /Primary Cluster Society / Secondary Cluster Society /Apex body, as the case may be.

7.2 The Purchaser/s shall take possession of the Flat within the stipulated time as mentioned in the IOP by paying the entire balance amounts as mentioned in the IOP notwithstanding the development of the Primary Cluster Common Areas/Amenities and Common Infrastructure is still ongoing. The Purchaser/s agreed to take possession even if a part OC is granted for the Said Project so long as the same covers the Flat.

7.3 The Primary Cluster Common Areas/Amenities and Common infrastructure provided or to be provided may not be completed at the time of offering the possession of the Flat to the Purchaser/s and the Purchaser/s undertakes not to raise any objection, seek compensation or claim or refuse to take possession of the Flat on the ground of non-completion of such Common Areas/Amenities and Common infrastructure.

7.4 Till the construction/development work of Primary Cluster/Secondary Cluster/ Building no. 9 Cluster Common Areas, Common Amenities and Common infrastructure is completed, Purchaser/s undertake not to object to the same. The Purchaser/s also undertakes not to object to any future or proposed development of any nature whatsoever that may be undertaken or caused to be undertaken by the Owner/Developer on the Larger Property.

7.5 Upon possession of the Flat being delivered to the Purchaser/s, the Purchaser/s shall occupy and use the Flat solely for residential purpose only.

7.6 Upon receipt of IOP, irrespective of whether the Purchaser/s takes possession of the Flat within the stipulated time (as mentioned in IOP) or not, Purchaser/s shall be liable to pay Outgoings in respect of the Flat as contemplated herein.

7.7 The Purchaser/s shall take the possession of the Flat by executing necessary documents as may be prescribed by the Owner/Developer in relation to fit-out work, use and occupation of the Flat, the car parking spaces etc. without any demur or dispute.

Owner/Developer	Purchaser/s
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7.8 Save as provided hereinafter, upon the Purchaser/s taking possession of the Flat, Purchaser/s shall have no claim against the Owner/Developer in respect of the Flat on any count whatsoever.

**8. FAILURE OF PURCHASER TO TAKE POSSESSION OF FLAT:**

Upon receiving an IOP from the Owner/Developer as mentioned hereinabove, the Purchaser shall take possession of the flat from the Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case Purchaser fails to take possession within the time period as mentioned in IOP, such Purchaser shall continue to be liable to pay maintenance charges/outgoings as applicable.

**9 INTEREST ON DELAY :**

9.1 Time is essence for the Owner/Developer as well as the Purchaser. The Owner/Developer shall abide by the date of possession with grace period of 6 (Six) months as mentioned in Annexure D for handing over the possession of the Flat after receiving the Occupancy certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Developer as provided in Annexure F1 annexed hereto.

9.2 If the Owner/Developer fails to handover the possession of the Flat to the Purchaser on or before the possession date as mentioned herein in the Annexure D, the Owner/Developer agrees to pay to the Purchaser, who does not intend to withdraw from the said Project, interest as specified in the said Rule, on all the amounts paid by the Purchaser to the Developer, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Owner/Developer, interest as specified in the said Rule along with applicable taxes, on all the delayed payment which become due and payable by the Purchaser to the Owner/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Owner/Developer.

**10 TERMINATION:**

**10.1 OWNER/DEVELOPER'S RIGHT TO TERMINATE**

10.1.1 The Owner/Developer shall have right to terminate this Agreement only in the following circumstances provided that, Owner/Developer shall give notice of 15 (Fifteen) days in writing to the Purchaser/s, intimating him/her/them his intention to terminate this Agreement.

- a. **Non-Payment:** if Purchaser committing three defaults of payment of installments payments in terms if this agreement, time being of the essence.

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- b. **Breach:** If Purchaser/s commit(s) breach of any terms, conditions, covenants, undertakings and/or obligations agreed by him/her/them in this Agreement.

**10.2 CONSEQUENCES**

10.2.1 In the event as mentioned hereinabove in clause 10.1.1 under this Agreement, in spite of 15 (fifteen) days notice by Courier / E-mail / Registered Post A.D. the Purchaser/s fails to remedy his/her/it's defaults, the Owner/Developer shall be entitled to terminate this Agreement by sending termination notice (**Owner/Developer's notice of Termination**) in which event the consequences hereinafter set out shall follow: -

- a) the Purchaser/s shall cease to have any right or interest in the Flat or any part thereof,
- b) the Owner/Developer shall be entitled to sale the Flat to such other person or party as the Owner/Developer may deem fit, at such consideration and on the terms and conditions as the Owner/Developer may in its absolute discretion deem fit,
- c) the Owner/Developer shall refund the Consideration paid by the Purchaser/s in pursuance of this Agreement subject to completion of cancellation formalities as mentioned herein below, excluding the amount of GST, any taxes/cess and surcharge, stamp duty and registration charges paid after deducting therefrom –
  - i. Rs. 10% (ten percent) towards liquidated damages;
  - ii. the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the Flat up to the date of termination of this Agreement;
  - iii. the amount of interest payable by the Purchaser/s to the Owner/Developer in terms of this Agreement, from the dates of default in payment of principal and applicable taxes till the date of termination as aforesaid;

10.2.2 The Owner/Developer shall in the event of any shortfall, be entitled to recover the said amounts from the Purchaser/s. The Parties agree that the Owner/Developer shall be entitled to approach the concerned Authority under the said Act for the purposes of enforcement of clause 10.2.1 hereinabove and the Purchaser/s shall not dispute the deductions envisaged therein.

10.2.3 The Owner/Developer shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Purchaser/s in full and final satisfaction of all his/her/its claims under this Agreement and/or in or to the Flat.

10.2.4 Upon receipt of 15(fifteen) days of Owner/Developer's notice of termination, the Purchaser/s shall complete all formalities as required for the cancellation of this Agreement and as required in law namely to execute a cancellation deed, etc and shall co-operate with Owner/Developer as required to effectively release all rights hereof as the Purchaser/s shall have no claim of any nature whatsoever on the Flat and the Car-Parking Spaces or any part thereof. The Owner/Developer shall be entitled to deal with and/or dispose of the Flat and the Car-Parking Spaces in the manner it deems fit and proper. The

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Owner/Developer shall be entitled to recover compensation from the Purchaser/s for any delay in execution of the Deed of Cancellation envisaged herein.

- 10.2.5 Upon termination and upon completion of all formalities as required for the termination /cancellation of this Agreement initiated by the Owner/Developer, the Owner/Developer shall refund the consideration received by him from the Purchaser/s after deductions specified in clause 10.2.1 above, within a period of 90 (ninety) days from the date of registration of the Deed of Cancellation.
- 10.2.6 Upon cancellation of this Agreement, Purchaser/s shall return to the Owner/Developer all the original documents and receipts in respect of the Flat.
- 10.2.7 The Purchaser/s agrees that he/she/it shall accept the aforesaid refund as full and final satisfaction of all his/her/its claim under this Agreement or otherwise and not contest the Owner/Developer' notice of Termination before any forum whatsoever.

**10.3 TERMINATION AT THE INSTANCE OF PURCHASER/S:**

Only in the event, the Owner/Developer fails to offer possession of the Flat by Date of Possession as mentioned in Annexure-D, Purchaser/s may,

- 10.3.1 Call upon the Owner/Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Owner/Developer (“**Notice**”), to remedy any default or breach of these terms within 60 days from receipt of such Notice; OR
- 10.3.2 Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Owner/Developer by Courier / E-mail / Registered Post A.D. at the address provided by the Owner/Developer (“**Purchaser/s’s Termination Notice**”).
- 10.3.3 On the receipt and acceptance of the Purchaser/s Termination Notice by the Owner/Developer, this Agreement shall stand terminated and cancelled. Within a period of 90 (ninety) days from the date of execution of Deed of Cancellation of this Agreement, the Owner/Developer shall refund to the Purchaser/s in accordance with the provisions of said Act.
- 10.3.4 On such repayment of the amounts by the Owner/Developer (as stated in clause 10.2.1 (c) above), the Purchaser/s shall have no claim of any nature whatsoever on the Owner/Developer and/or the Flat and/or car park and/or any portion of the Said Project, Project Property or Larger Property and the Owner/Developer shall be entitled to deal with and/or dispose off the Flat and/or the car park in the manner it deems fit and proper.
- 10.3.5 Upon cancellation of this Agreement, Purchaser/s shall return to the Owner/Developer all the original documents and receipts in respect of the Flat.
- 10.3.6 The Purchaser/s agrees that he/she/it shall accept the aforesaid refund as full and final satisfaction of all his/her/its claim under this Agreement or otherwise.

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**11 FORCE MAJEURE:** The Owner/Developer shall give possession of the Flat to the Purchaser on or before the Date of Possession as mentioned in Annexure D. If the Owner/Developer fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control, the Owner/Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

- a) Force Majeure conditions:
  - (i) war, civil commotion or act of God ;
  - (ii) such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, explosions, or pandemics like Covid-19 etc
  - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- b) any notice, order, rule or notification of the Government and/or of any other public or competent authority or any change in any Government policy or of the Court whether affecting the Developer singly or the industry as a whole or on account of delay in issuance of the NOCs/ Licenses /Premiums/Approvals/Sanctions/Building Completion Certificates, etc., or
- c) any orders, stays, injunction orders, decrees, interim or ad-interim reliefs from any Court of law, or Tribunal, competent authority, statutory authority, MOEF and other state or central authorities;
- d) non-availability of cement, steel, water supply or electric power and other building construction materials and/or strikes, civil commotion, war, national or international happenings, labour problems; or
- e) delay in installation of services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise beyond the control of the Owner/Developer ; or
- f) Any other Circumstances beyond the control of the Owner/Developer.

**12.1 OUTGOINGS (MAINTENANCE)** The Purchaser/s shall be liable to bear and pay the proportionate share of Outgoings which will be charged at actuals.

12.2 The Purchaser/s shall be liable to pay the Outgoings in respect of the Said Project including but not limited to, local taxes, betterment charges or such other levies by the concerned Local Authority and / or Government and all other expenses incidental to the management and maintenance of the Said Project, Primary Cluster ,Secondary Cluster, Building no.9 Cluster and the Larger Property.

12.3 Post IOP, whether the Purchaser/s has taken possession or not, he/she/they is/are liable to pay Outgoings within 7(seven) days of demand raised by the Owner/Developer. The above amounts, unless paid on its respective dates when due, shall attract Interest as per MCSA from

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the date of the amount becoming due till its actual receipt of payment. In case any amounts are not paid, then the Owner/Developer shall be entitled to adjust such arrears along with interest against IFAMSD lying with the Owner/Developer. All taxes due on above amounts at time of billing will be immediately recovered from IFAMSD in case of default by the Purchaser/s.

13. **DEFECT LIABILITY**

13.1 If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Owner/Developer any structural defect in the Flat or the building in which the 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 Owner/Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Owner/Developer, compensation for such defect in the manner as provided under the said Act.

13.2 It is clarified that the liability of the Owner/Developer to remedy defects if any during the period of 5 (five) years from the date of offering possession of the Flat , shall not extend to if:

13.2.1 any such defects have been caused by reason of the default and/or negligence of the Purchaser and/or any other Purchaser in the Said Project i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the Flat;

13.2.2 any such defects if the same have been caused by reason of any additions and alternations in any of the other Flat, fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen/Flat done by the Purchaser of the said Flat and/or any other Purchaser in the Said Project.

13.2.3 defects other than that to the structure of the said Building caused not due to any act or omission of the Owner/Developer;

13.2.4 any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the Flat or the fixtures or fittings provided therein.

14. **FORMATION OF THE SOCIETY/APEX BODY-FEDERATION:**

The Owner/Developer, in its discretion, and subject to Force Majeure, intends as follows:

14.1 The Owner/Developer shall initiate steps for the formation and registration of Society as applicable under the said Act r/w said Rules. The Society of the Said Project shall be known “Raheja Exotica Siena Co-operative Housing Society” (“**said Society**”).

14.2 The Purchaser/s shall be entitled to get share certificate from the Society, after having cleared all the amounts receivable by the Owner/Developer under this Agreement.

Owner/Developer	Purchaser/s
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14.3 The Purchaser/s undertakes to do all acts, deeds, matters and things and sign and execute the application for registration of the Society and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/Developer within 7 (seven) days of the same being forwarded by the Owner/Developer to the Purchaser/s, so as to enable Owner/Developer to register the Society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent authority.

14.4 Similarly, various other societies shall be formed and registered in accordance with the provisions of Applicable Law in respect of each building or building(s)/Projects proposed to be constructed on the Larger Property from time to time.

14.5 Within 3 months of receiving Occupancy certificate of last building to be constructed on the Larger Property, the Owner/Developer shall apply for formation and registration of the Apex Body.

14.6 All, without limitation costs, charges and expenses in respect of the formation and registration of the Society, in respect of the Said Project, and the Apex Body shall be borne and paid by all the Purchaser/s and occupants of all the Said Project and future buildings on the Larger Property, and the Owner/Developer shall not be liable to bear or pay the same or contribute towards the same, at all. If any delay or default is made in the payment or reimbursement of such costs, charges, or expenses, for any reason whatsoever, the Owner/Developer shall not be responsible or liable for any delay in the formation and registration of the Society.

14.7 Each respective registered society and or legal body of Building no.9 Cluster shall be liable to bear and pay the pro-rata Outgoings as proportionate to UCA pertaining to the Common Infrastructure and Common Areas/Amenities in respect of said Project, Primary Cluster, Secondary Cluster, Building no.9 Cluster and the Larger Property as applicable.

15. **TRANSFER IN FAVOUR OF SOCIETY/ APEX BODY**

15.1 The Owner/Developer shall convey the said Building to the said Society (excluding Basements and Service floor as per Rule 9(2)(iii)(a) of said Rules) within the period as prescribed under Applicable Law (“**Building Conveyance**”).

15.2 The Basements shall, within 3 years of OC of the last Project of Primary Cluster be jointly conveyed to the societies of the buildings constructed in Primary Cluster (“**Basements Conveyance**”).

15.3 Within 3 months from the formation of Apex Body, the Owner/Developer shall grant a leasehold interest in the Larger Property by way of a Deed of Lease for a term of 99 years, with an yearly rent of Re. 1, with an option to renew the said Lease for a further term of 99 years to the Apex body in respect of the entire undivided or inseparable land underneath all buildings of Larger Property (“**Apex Transfer**”) and thereafter Apex Body shall be responsible for all the necessary compliances.

Owner/Developer	Purchaser/s
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- 15.4 All the documents, writings, Deed/s etc., and all other documents and writings to be executed in relation thereto and/or in pursuance thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Owner/Developer and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Owner/Developer, as the Owner/Developer deems fit.
- 15.5 At the time of the execution of a Deed of Lease as stated above, the Purchaser/s shall pay to the Owner/Developer, the Purchaser/s share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed/s or any other document to be executed in favour of the Society in their proportionate share.
- 15.6 Upon formation of the Society, such Society shall be liable besides the Purchaser/s and other Purchaser of different Flats, for any lien or claim or demand or charge which the Owner/Developer may have in respect of the said Flat hereby agreed to be transferred and other Flat/s in the said Project.
- 15.7 Each Society/association/Condominium /Allottee Body shall have proportionate (to the FSI of its Building) undivided interest in the Common Areas & Amenities of the Larger Property, which will be ultimately held by the Apex Body, as determined by the Owner/Developer in its discretion.

**16. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER** The Owner/Developer hereby represents and warrants to the Purchaser/s as follows:

16.1 The Owner/Developer is well and sufficiently entitled to the Project Property and also has actual and physical possession of the Project Property for the implementation of the Said Project and is carrying out the development upon the Project Property as per the sanctioned plan and approvals;

- a. There are no encumbrances on the Project Property save and except, the charge created in favour of HDFC.
- b. The Owner/Developer has not entered into any Agreement for Sale or any other agreement/arrangement with any person or party with respect to the Project Property, including the Said Project and the Flat, in any manner, or done anything that affects the rights of Purchaser/s under this Agreement;
- c. The Owner/Developer is developing the Larger Property in phases and construction of the Said Project is as a part thereof. The Owner/Developer proposes to develop the Larger Property in phases based on sanctioned Building plans and approvals and any amendments thereto approved from time to time.
- d. The Owner/Developer shall comply with all the terms and conditions laid down in various sanctions/permissions/ NOCs granted by the authorities pertaining to the development and construction of the Said Project.

Owner/Developer	Purchaser/s
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- e. The Owner/Developer hereby reserve their right to, transfer, mortgage, create charge or third party interest in the Larger Property and / or any part thereof and/ or the buildings to be constructed thereon (including the Said Project) or any part thereof, save and except the Flat agreed to be sold in terms hereof.

**17. OBLIGATIONS/ COVENANTS OF THE PURCHASER:**

**17.1** The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosoever hands the Flat may come, doth hereby covenant/s with the Owner/Developer as follows:

- a. The said Project shall always be known as “**Raheja Exotica Siena**”.
- b. To maintain the Flat in good tenantable repair and condition from upon possession, and shall not do or suffer to be done any change/alteration/additions in or to the Said Project, common areas, or in the Flat or any part thereof, which may be forbidden/against the rules, regulations or bye-laws of the concerned local or any other authority. 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 keep the Owner/Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Owner/Developer on account of any complaint or claims being made with regard to the same.

**c. The Purchaser/s shall:**

- i. Abide by all the Bye-laws, Rules and Regulations of the Government and all other Local and Public Bodies and Authorities and shall attend to, answer and be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- ii. Maintain the external elevation of the said Building in the same form as constructed by the Owner/Developer and shall in any manner whatsoever.
- iii. In case on account of any alterations being carried out by the Purchaser/s in the Flat that cause damage to the adjoining flat or to the flat situated below or above the Flat (inclusive of leakage of water and damage to the drains), the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages) including payment of compensation/ penalty ordered to be paid under the Applicable Laws by the Owner/Developer and indemnify and keep the Owner/Developer indemnified from and against all costs, charges (including legal charges), losses, penalty, compensation suffered or incurred by the Owner/Developer with regard to the same.
- iv. Keep the partitions, sewers, drains and pipes in the Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of Said Building.
- v. Segregate or separate the dry garbage/trash and wet garbage/trash as per the applicable rules and regulations;

Owner/Developer	Purchaser/s
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- vi. Pay to the Owner/Developer within 7(seven) days of demand by the Owner/Developer his/her/itself share of deposit demanded by the concerned local authority or Government for giving water, Electricity or any other service connection to the said Building/Said Project.
- vii. Bear and pay from the date of the Owner/Developer offering possession of Flat, his/her/its/their proportionate share that may be determined by the Owner/Developer from time to time, of Outgoings. Such payment shall be made by the Purchaser/s within 7(seven) days of demand raised by the Owner/Developer.
- viii. Park her/his/its/their vehicle only at the designated place and not elsewhere and shall use the car parking spaces for parking his/ their own vehicles only. The Allotment of the car parking space/s shall be subject to the superintendence and ratification of the Society to be registered in the Said Project.
- ix. Observe and perform all the rules and regulations which the Owner/Developer / Society/Primary Cluster/Secondary Cluster/ Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Owner/Developer hereunder in respect of maintenance of Primary Cluster/ Secondary Cluster/ Building no. 9 Cluster, Said Project, said Building, proposed or future developments and/or the Flat therein and for the observance and performance of the Project building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies.
- x. Remove any obstruction or nuisance that may be caused by the Purchaser/s in the Flat / Said Project/ said Building/ Project Property/Larger Property forthwith on being called upon to do so by the Owner/Developer /Society/Primary Cluster/ Secondary Cluster/ Building no.9 Cluster Societies/ Apex Body and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Owner/Developer /Society/Primary Cluster/ Secondary Cluster/ Building no.9 Cluster Societies / Apex Body at the costs and consequences of the concerned Purchaser/s.
- xi. Ensure that the provisions of this Agreement, any governing rules and regulations and circulars as in force from time to time, or other agreement/s entered or to be entered into by the Owner/Developer with other Purchaser/s of other Flats, in the Project or other Phases, are carried into effect fully by passing appropriate resolution for that purpose and shall also ratify and adopt the same. The Purchaser/s hereby agrees and binds himself to do and execute all acts, matters, things, deeds and documents which the Owner/Developer may require to be executed to enforce the obligations envisaged in this clause. The failure on the part of the Purchaser/s to observe and perform the obligations under this clause when called upon to do so by the Owner/Developer shall entitle the Owner/Developer to terminate this Agreement and the consequences of termination herein provided shall follow.

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- xii. Give all facilities, assistance and co-operation as may be required by the Owner/Developer /Society/Primary Cluster Societies/Secondary Cluster Societies/ Apex Body from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or Flats on the Said Project/Primary Cluster/ Secondary Cluster/ Building no.9 Cluster including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Owner/Developer (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Owner/Developer and its Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon Said Project/Said Building/ Flat/ Project Property or any part thereof to view and examine the state and condition thereof.
  
- xiii. Observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to Owner/Developer the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of 15 days from receipt of a written notice from the Owner/Developer calling upon the Purchaser/s to make the said payment and/or comply with the said covenants and stipulations, the Purchaser/s shall be liable to pay to the Owner/Developer such compensation as per Applicable Law in the event of non-compliance by the Purchaser/s with the said notice the Owner/Developer shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and Applicable Law.
  
- xiv. Allow the Owner/Developer and its surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Flat or any part thereof for the purpose of repairing any part of Said Project/ said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for Said Project / said Building and also for the purpose of cutting off the supply of water and other services to the Flats of any other flats, in the said Building / Said Project.
  
- xv. The Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Owner/Developer may require for safeguarding the interests of the Owner/Developer and the other Purchaser/s of flat(s) of Said Project/said Building. The Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the Flat to any third party by way of lease or License or otherwise with prior written approval from the Owner/Developer, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Owner/Developer may require for safeguarding the interests of the Purchasers/s of the Flat(s) of the Said Project.

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**d. The Purchaser/s shall not:**

- i. Demolish or cause to be demolished the Flat or any part thereof.
- ii. Put up, under any circumstances, any construction or enclose the decks in the Flat.
- iii. At any time make or cause to be made any addition or alteration in the Flat /elevation and outside colour scheme of the Said Project.
- iv. Enclose the elevation features or chajjas, if any and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the concerned authority an elevation feature free of FSI and cannot be converted as a habitable area of the Flat. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;
- v. Transfer, charge, or create any third-party rights of any nature whatsoever in respect of the Flat or assign its rights under this Agreement without the prior written consent of the Owner/Developer. Such Transfer, charge or creation of any third-party rights shall be subject to payment of Resale Facilitation Fees to Owner/Developer.
- vi. Put up or install box grills outside the windows of the Flat or in any other manner do any other act which would in the opinion of the Owner/Developer or the Society as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the Said Project.
- vii. Chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. pardis or other structural membrane in the Flat.
- viii. Do or permit to be done any act or thing which may render void or voidable any insurance obtained by the Owner/Developer or whereby any increased premium shall become payable in respect of the insurance. However, it is clarified that this does not cast any obligation upon the Owner/Developer to insure the Said Project or Flat agreed to sell to the Purchaser/s.
- ix. Throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Said Project and/or the Project Property.
- x. Use the Flat for any purpose other than a residence and shall not use the Flat for conducting social club, recruitment agency or any other purposes.
- xi. Keep in the Flat or any other part of Said Project any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Said Project or storing of which goods is objected to by the concerned

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local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of Said Project, including entrances of Said Project and in case of any damage is caused to Said Project or the Flat 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.

- xii. Let or part with the Purchaser/s' interest or benefit factor of this Agreement or the Flat or part with the possession of the Flat or any part thereof until all the dues payable by the Purchaser/s to the Owner/Developer under this Agreement are fully paid up to date Purchaser/s and only if the Purchaser/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement.
- xiii. do or omit, suffer or permit to be done any act, deed, matter or thing in relation to Larger Property including Said Project/Primary Cluster / Secondary Cluster/ Building no. 9 Cluster/ or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the any right and entitlement of the Owner/Developer pertaining to the entire Larger Property or which may in any manner cause any damage or injury to the rights and entitlements of the Owner/Developer and/or the persons who is holding Flats, using parking spaces in Said Project or any other buildings to be constructed on the Larger Property .
- xiv. The Owner/Developer shall charge for the Clubhouse/s / membership charges as per Annexure-F2. the use whereof may be granted by the Owner/Developer to the Purchaser/s/occupants of all the Projects of Primary Cluster/ Secondary Cluster/ Building no. 9 Cluster , as decided by the Developer at its discretion subject to payment of mandatory membership charges, periodic subscription charges, pay-per-use charges and/or any other charges payable by Purchaser/s and all the Purchaser/Occupants of all the Projects of the Primary Cluster/ Secondary Cluster/ Building no. 9 Cluster shall have free access to the such clubhouse.

17.2 In the event that Purchaser/s obtains a loan from any bank or financial institution for payment of the consideration (or part thereof) in respect of the Flat, the Purchaser/s shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection.

17.3 Any delay or default in disbursement of loan amounts, as and when due, shall constitute a delay in payment from the Purchaser/s and will be treated as a breach of the terms of the understanding herein contained.

17.4 The Purchaser/s declare/s that he/she/it/they is/are Indian resident/s and also citizens of India or Non-Resident Indian/s as the case may be. The Purchaser/s understand and clearly and

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unequivocally confirm that in case remittances relating to the payments required to be made hereunder are made by non-residents / foreign nationals of Indian origin, it shall be the Purchaser/s' sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide Owner/Developer with such permissions, approvals, information etc., which would enable the Owner/Developer to fulfill the Owner/Developer's obligations under the Agreement to Purchaser/s or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser/s shall be the Purchaser/s sole responsibility and keep the Owner/Developer fully indemnified against any claims or losses caused to the Owner/Developer for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser/s residential status, subsequent to the execution of these presents, it shall be the Purchaser/s' sole responsibility to intimate the Owner/Developer of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser/s that the Purchaser/s shall not hold the Owner/Developer responsible towards any third party making payments / remittance on the Purchaser/s' behalf and such third party shall not have any right in the Flat whatsoever.

17.5 All brochures, pamphlets, digital marketing, representations, show flat, AV, etc, stand merged into this Agreement and Purchaser/s shall not make any claim contrary to what has been stated and agreed to herein.

17.6 The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sell to him/her/them and all open spaces, parking spaces, lobbies, staircase, terraces, basements, will remain the property of the Owner/Developer until the structure of the building of the said Project is conveyed to the Society excluding basements and until the Owner/Developer's rights in respect of the Project Property is assigned to the Apex Body.

17.7 All the terms, conditions and covenants set out herein shall be binding upon the Society/ies and Apex Body as well.

17.8 Any subsequent sale of the Flat to any third party shall be:

- a) The Purchaser/s shall not be entitled to sale, transfer or assign the benefit of this Agreement to any third party, until the entire consideration and all other dues payable by the Purchaser/s to the Owner/Developer under this Agreement are fully paid and possession of the Said Flat has been duly handed over by the Owner/Developer to the Purchaser/s.
- b) after obtaining prior written permission of the Owner/Developer.
- c) Subject to Payment of Resale Facilitation Fees of Rs. 200 /- (Rupees\_Two Hundered only) per sq. ft. + GST to Owner/Developer.

The Purchaser/s shall indemnify and keep the Owner/Developer indemnified against any costs, charges, expenses, loss, damage, suit or legal proceedings that the Owner/Developer may incur, suffer or may be subject to as a consequence of non-compliance or failure to adhere to the aforesaid requirements by the Purchaser/s.

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Above referred point no. b) and c) are applicable until the handover of management to the Society formed for the said Project.

17.9 Save and except the rights agreed to be conferred upon the Purchaser, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser/s in respect of the Flat / Said Project / Project Property/Larger Property and the Purchaser/s in his/her/their individual capacity or as a member of the Society shall not claim any such right in respect of the Flat / Said Project/ Project Property/Larger Property. The parties shall always be governed by the provisions of the said Act and the rules and regulations made thereunder.

**18. RIGHTS OF THE OWNER/DEVELOPER:**

18.1 In addition to the right of the Owner/Developer to develop the Larger Property, the Owner/Developer shall have the right to place/erect hoardings/advertisements/signage on the Larger Property including Project Property and/or any part thereof, and including the terrace of the all Building/s and parapet wall/s, of such nature and in such form as the Owner/Developer may deem fit and the Owner/Developer shall deal with such hoarding spaces at its sole discretion. The Owner/Developer shall not be liable to pay any fees/charges to the Purchaser/s in his /her individual capacity nor as member of the Society/Apex body for erection of such hoarding(s). The Owner/Developer, its servants or its agents shall have full and free right of way and means of access to such place or places for the purpose of installing/erecting and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signages installed.

18.2 The Owner/Developer at its own discretion may, either by itself and/or its nominees / associates /affiliates may retain some portion in the Said Building of the Said Project, for the permissible usage.

18.3 The Owner/Developer has exclusive right to use any portions of the buildings constructed on the Larger Property (including the Buildings of the Said Project) for erecting and installing Cellular Telecommunication Relay Stations, and other communications relaying stations and to erect and install antenna, boosters and other equipment (hereinafter referred to as “**Communication Equipment**”) for facilitating relay of Cellular communication, radio pager services and satellite communications and providing other communications and relays, by any and all means and devices and the Owner/Developer shall be entitled to commercially exploit the aforesaid rights, either by itself or through the person/s to whom the Owner/Developer may have assigned the said rights, (hereinafter referred to as “**Assignees of the said right**”) for its own benefit. The Owner/Developer or the Purchaser/s of the said right shall be entitled to enter into appropriate agreements with the persons holding license/s from the authorities in respect of the commercial exploitation of the said equipments. In case the said Cellular Telecommunication Relay stations, pager relay station and other communication relaying stations are erected and installed on the terrace of the building of the Said Project, the Purchaser/s of the said right shall pay to the Society formed in respect of the said Project an aggregate fixed fee of **Rs.2,000/- (Rupees Two Thousand only)** per annum commencing from

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the date the erection/installation of the said Cellular Telecommunication Relay Stations, Pager Relay Stations and other communication relaying stations on the terrace of the Said Project is complete. The Purchaser/s in his individual capacity or as a member of /Society/ Apex Body, shall not make any claims or demands from the Owner/Developer or the Purchaser/s of the said rights, any other amount in respect of the same or otherwise, nor will they be entitled to object to the same.

18.4 All unsold flats, areas, units and spaces in the Said Project /Project Property, including without limitation, parking spaces and other spaces anywhere else in the Said Project and Project Property shall always belong to and remain the property of the Owner/Developer at all times and the Owner/Developer shall continue to remain in overall possession of such unsold flats and shall be entitled to enter upon the Project Property and the Said Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Owner/Developer may deem necessary. The Owner/Developer shall have the same right in respect of all future buildings proposed to be constructed on the Larger Property as well.

18.5 The Owner/Developer shall without any reference to the Purchaser/s / Society, be at liberty to sell, transfer, dispose of or otherwise deal with in any manner whatsoever all such unsold Flats therein, as it deems fit without requiring the NOC/consent of the Society that may be formed of all the Purchaser/s of the Said Project.

18.6 The Owner/Developer shall be entitled to enter in separate agreements with the Purchaser/s of different flats in the Said Project/Project Property on terms and conditions decided by the Owner/Developer in its sole discretion and the Society shall without any delay or demur admit the new Purchaser/s as member(s) of the Society without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Society or any fund maintained by the Society. The Purchaser/s and/or Society shall not claim any reduction in the consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Owner/Developer shall not be liable to pay/contribute any amount on account of non-occupancy charges or for any other charges/fund provided for under the bye-laws, rules and regulations or resolutions of the Society.

18.7 In the event the Owner/Developer lets, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay any flats not sold in the Said Project, it shall not be liable to pay to the Society any amounts/ charges by whatever name called including non-occupancy charges as the Flats are unsold inventory of the Owner/Developer.

18.8 In respect of the unsold flat/s, the Owner/Developer shall pay the maintenance/ outgoings as applicable under the applicable law.

18.9 The Owner/Developer shall be entitled to, but not obligated to join as a member of the Society in respect of unsold Flats.

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18.10 The aforesaid Clauses are of the essence and the Purchaser/s expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Society and (b) the inclusion of such clause in the Deed of Lease to be executed in favour of the Society.

18.11 All of the rights stated in this clause 18 shall continue to be enjoyed by the Owner/Developer in respect of all future buildings to be developed on the Larger Property.

19. **OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

20. **BINDING EFFECT:** Forwarding this Agreement to the Purchaser by the Owner/Developer does not create a binding obligation on the part of the Owner/Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement within the period as intimated by the Owner/ Developer and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Developer. If the Purchaser(s) fails to execute and deliver to the Owner/Developer this Agreement within the period as intimated by the Owner/Developer and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Developer, then the Owner/Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that Purchaser/s to make any payment in terms of Purchaser/s in his/her proportionate share then in that event, the same shall be in proportion to the UCA of the Flat/Units to the total UCA of all the Flats/units in the said Project.

22. **NOTICE**

22.1 All Notices to the Owner/Developer in connection with this Agreement shall be deemed to have been duly served on the Owner/Developer either by way of Courier / E-mail / Registered Post A.D. at the address or email as mentioned in Annexure D.

22.2 All Notices to the Purchaser/s in connection with this Agreement shall be deemed to have been duly served on the Purchaser/s if sent by Courier / E-mail / Registered Post A.D. at the address or email as mentioned in Annexure D.

23. **GOVERNING LAW** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. This agreement does not contemplate creation of tenancy in favour of

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the Purchaser/s vis a vis the Flat, Shop, Said Project, Project Property, Larger Property or any part or portion thereof. The Authority as constituted under the said Act shall have exclusive jurisdiction with respect to matter pertaining to this Agreement, except otherwise provided by law.

24. **STAMP DUTY, REGISTRATION AND OTHER CHARGES:** The Stamp duty, Registration, and all other incidental expenses payable in respect of this Agreement shall be borne and paid by the Purchaser/s only.

25. **ENTIRE AGREEMENT:** The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement override, supersede, cancel any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations including as regards any sample flat and warranties made by the Owner/Developer in any documents, brochures, advertisements, hoardings or through any other medium etc. This Agreement shall not be amended or modified except in a writing signed by both the Parties.

26. **SEVERABILITY**

26.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

26.2 The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give nearest effect to the provision being replaced, and which preserves the Party's commercial interests under this Agreement.

27 **WAIVER:** Any delay tolerated or indulgence shown or given by the Owner/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s to comply with his/her/its/their obligations hereunder, of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s, shall not be construed as a waiver on the part of the Owner/Developer, nor shall the same in any manner prejudice the rights of the Owner/Developer.

28 **JOINT PURCHASER:** That in case there are Joint Purchaser/s all communications shall be sent by the Owner/Developer to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser/s. The rights and liabilities under this agreement shall be joint and several between the joint Purchaser/s.

29 **PLACE OF EXECUTION:** The execution of this Agreement shall be complete upon its execution by the Owner/Developer through its authorized signatory at the Owner/Developer's office, or at some other place, which may be mutually agreed between the Owner/Developer

Owner/Developer	Purchaser/s
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and the Purchaser/s. After the Agreement is duly executed by the Purchaser/s and the Owner/Developer, the same shall be lodged and registered within 7 days from the receipt of notice from Owner/Developer for registering this agreement at the office of the Sub-Registrar Mumbai.

30 **LIST OF ANNEXURES**

<b>ANNEXURE</b>	<b>PARTICULARS</b>
A	Plan
B1	IOD
B2	Commencement Certificate
C	Project Registration Certificate
D	Particulars of Purchaser and Flat
E	Floor Plan
F1	Payment Schedule
F2	Other Charges and deposits
G	Title Certificate
H-1 to H-8	Property card
I	Specifications of flat
J	No-objection certificate

**IN WITNESS WHEREOF** the Owner and the Purchaser/s has/have hereunto set and subscribed her/his/their/its hand/s and seal the day and year first hereinabove written.

**SCHEDULE-I**

**(The Larger Property)**

All those pieces or parcels of land or ground admeasuring in the aggregate 1,23,046.52 sq. meters as per the documents but 1,24,078.00 sq mtrs. as per P.R. Card and actual survey, or thereabouts, bearing C. T. S. Nos. 1965, 2053B, 2053C, 2053C-1, 2053D, 2053E, 2055B and 2055C, all within the Village limits of Erangal, Taluka Borivali, District and Registration Sub-District Mumbai Sub-urban, within Greater Mumbai, Off Malad Madh Road, Malad (West), Mumbai 400061 and shown by black boundary line on the plan being Annexure -A hereto.

**SCHEDULE-II**

**(Description of the Flat)**

Flat No. **1203** admeasuring i.e., **57.97** sq.mts (RERA carpet area) along with Deck admeasuring **1.49** sq.mts, on the **12<sup>th</sup>** Floor of the Project "Raheja Exotica Siena" and as incidental thereto **01** car parking .

Owner/Developer	Purchaser/s
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**SCHEDULE-III**

**(Primary Cluster Common Areas which will be handed over in phases)**

**COMMON AREAS**

Basements including ramps and proportionate E-deck with driveways.

**SIGNED AND DELIVERED** by the )  
withinnamed Owner )  
**RAHEJA UNIVERSAL (PVT) LIMITED** )  
By its Board of Directors authorised )  
Ms. Anita Kataria – Sr. V. P Sales/ )  
Mr. Sudhir K. Thakker V.P- Corporate Strategy )  
Mr. Mehul Tolia Dy. General Manager CRM )  
Vide its Registered Power of Attorney dated )  
16.06.2023 )  
in the presence of \_\_\_\_\_ )

1.

2.

**SIGNED AND DELIVERED** by the )  
**Within named “PURCHASER/S”** )  
**MR. SHASHI BHUSHAN** )  
**MRS. LAYANA P** )  
**in the presence of .....** )

Owner/Developer	Purchaser/s
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**RECEIPT**

RECEIVED the day and year first hereinabove written of and from the within named Purchaser/s a net sum of **Rs. 12,46,936/- (Rupees Twelve Lakh Forty Six Thousand Nine Hundred Thirty Six Only)** being the amount of part payment towards purchase of the said Flat.

**WE SAY RECEIVED**

**For Raheja Universal (Pvt) Limited.**

\_\_\_\_\_  
**(Authorised Signatory )**

Owner/Developer	Purchaser/s
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DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023

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**Between**

**RAHEJA UNIVERSAL (PVT) Limited.**

...

**Owner/Developer**

**AND**

**MR. SHASHI BHUSHAN**

**MRS. LAYANA P**

... **Purchaser/s**

**AGREEMENT FOR SALE**

Owner/Developer	Purchaser/s
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