

## **AGREEMENT FOR SALE**

**AGREEMENT FOR SALE** (“**Agreement**”) made at Mumbai, this [•] day of [•], in the year Two Thousand and Twenty-[•],

### **Between**

**Bachraj Developers**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Bachraj Developers, D Block, 1st floor, Shri Sitaram Sadan, 276 Shamaldas Gandhi Marg, Mumbai 400 002, hereinafter referred to as the “**Promoter-Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and assigns), of the **First Part**;

### **And**

**Messrs. Dattakrupa Developers**, a partnership firm registered under the Indian Partnership Act, 1932, having its place of business at Vitthal Niwas’, Veer Savarkar Marg, Virar (East), Thane 401 303, hereinafter referred to as “**Co-Promoter**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**,

**And**

**VISHAL A KHARSAMBLE & VISHAKHA VISHAL KHARSAMBLE** of, Indian Inhabitant/s having his / her / their address at **A/301 NISHAD SOCIETY , VIVA SWARGANGA CO MPLEX , AGASHI ROAD , VIRAR WEST -401303 ,** hereinafter referred to as the “**Allotee/s**”(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Third Part**.

The Promoter-Developer and the Co-Promoter, wherever the context so requires, collectively referred to as the “**Promoters**”. The Promoter-Developer, the Co-Promoter, and the Allotee/s, wherever the context so requires, individually referred to as “**Party**”and collectively referred to as the “**Parties**”.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article(1.1). Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article(1.1), shall have the meaning assigned to such word or phrase in this Agreement.

**WHEREAS:**

- (i). The Co-Promoter is seized and possessed of, or otherwise well and sufficiently, entitled to use, possess, occupy and enjoy, the land bearing Survey No. 128, Hissa no. 14 and new Survey No. 24, Hissa no. 14 and now Survey No. 24/B, Hissa No. 4, in aggregate admeasuring 7,200.50 square meters and more particularly described in the First Schedule hereunder written and shown/reflected on the plan annexed and marked **Annexure ‘A’** (hereinafter referred to as the “**Project Land**”), which land earlier formed a part of larger land bearing old Survey no. 128, new Survey no. 24, Hissa No. 14, admeasuring 15,770 square meters, situate, lying and being at Village Dongre, Taluka Vasai, District Palghar in the Registration District and Sub-District of Vasai (“**Larger Land**”), upon the covenants and conditions contained in the Deed of Conveyance, dated 19<sup>th</sup> December, 2006, made by and between Tarabai, Jaywanti, Damyanti, Laxmi, Dipti, Kamal and Ganesh as “Vendors” of the One Part and Mahesh Hari Patil, an agriculturist, being a partner of, and representing Dattakrupa, registered in the office of Sub-Registrar at Vasai/2 Under Sr. No. VSI/2/11425/2006 on 19<sup>th</sup> December, 2006.
- (ii). By a Joint Development Agreement dated 13<sup>th</sup> March, 2023, made by and between Dattakrupa of the One Part and Bachraj of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Virar, vide Serial no. Vasai-2/3809 dated 13<sup>th</sup> March, 2023 (hereinafter referred to as the “**Joint Development Agreement**”), the Promoters have agreed to the joint development of the Land on the terms and conditions stated therein. Simultaneously with the execution of the Joint Development Agreement, the Co-Promoter executed in favour of Promoter-Developer: (a) Power of Attorney dated 13<sup>th</sup> March, 2023, registered in the Office of Sub-Registrar of Assurances at Virar, vide Serial no. Vasai-2-3813 of 2023, containing various powers, and authorities, inter alia, for executing and registering all the documents with respect to allotments, sales, leases, letting, licenses, and other alienation of the flats and premises in the Project, and (b) Power of Attorney dated 13<sup>th</sup> March, 2023, registered in the Office of Sub-Registrar of Assurances Virar, vide Serial no. Vasai-2-3810 of 2023, to exercise certain powers and authorities in respect of the Project Land

(iii). The Promoters, in the interim, obtained from the Vasai-Virar City Municipal Corporation (hereinafter referred to as the “**VVCMC**”) of the initial approvals in respect of the development of the Project Land (hereinafter collectively referred to as the “**Initial Approvals**”), including Commencement Certificate bearing reference no. VVCMC/TP/CC/VP-0541A/463/2022-23 dated 3<sup>rd</sup> March, 2023 which has revised and revalidated by Commencement Certificate bearing reference no. VVCM/TP/RDP/VP-0541A/221/2023-24 dated 12<sup>th</sup> January, 2024 issued by the VVCMC, in respect of the proposed residential building having wings A to D thereon, subject to the terms and conditions mentioned there in and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the proposed residential building having wings A to D thereon. The photocopies of the Initial Approvals are collectively annexed hereto and marked as **Annexure ‘B’**.

(iv). The Promoter-Developer intends to develop the Project Land in two phases, by constructing thereon one proposed multi-storied residential building to be known as “Bachraj Legend” (hereinafter referred to as “**Residential Building**”), having four wings, that is, Wing A having stilt, and proposed habitable residential floors up to nineteen floors thereon, Wing B having stilt, and proposed habitable residential floors up to twenty floors thereon, Wing C having stilt, and proposed habitable residential floors up to twenty floors thereon and Wing D having stilt, and proposed habitable residential floors up to nineteen floors thereon and together with common podium and various infrastructure, amenities and facilities. The aforesaid buildings will have residential apartments in the habitable floors thereof and certain retail premises/shops therein (hereinafter collectively referred to as the “**Premises**”);

(v). One of the aforesaid phases is the development and construction of a portion of the Residential Building, known as ‘Bachraj Legend Wing ABC’, that is, comprising of Wing A, Wing B and Wing C, as presently shown on the plan annexed hereto and marked **Annexure ‘C’** (hereinafter referred to as “**Project Building**”), together with the limited common areas and amenities attributable thereto as described in Part A of the Statement annexed hereto and marked **Annexure ‘D’** (hereinafter referred to

as the “**Limited Common Areas & Amenities**”). The other phase of the Project Land is the development and construction of balance portion of the Residential Building, that is, known as ‘Bachraj Legend Wing D’ comprising of Wing D of the Residential Building and the limited common areas and amenities attributable thereto are hereinafter referred to as the “**Balance Project**”;

(vi). The Promoter-Developer proposes to utilize the Project FSI (defined hereinafter) by constructing and developing upon the Project Land, the Residential Building. The various common areas, amenities, utilities, and facilities as a part of the Project and the Balance Project (hereinafter collectively referred to as the “**Common Areas & Amenities**”) upon the Project Land, are more particularly described in Part B of the Statement annexed hereto and marked **Annexure ‘D’** and for the common use of and benefit of the purchasers, occupants and allottees of the flats and premises in the Project and the Balance Project. The flats and premises in the Project, the Project Building and the Limited Common Areas & Amenities are hereinafter collectively referred to as “**Project**”. The current sanctioned layout and building plans are collectively annexed and marked **Annexure ‘E’**.

(vii). The Promoter-Developer has registered the Project as a ‘real estate project’ as defined under RERA with the Maharashtra Real Estate Regulatory Authority, Mumbai, bearing Maha RERA Registration no. **P99000051433**. The authenticated copy of the RERA certificate for the Project is annexed hereto and marked as **Annexure ‘F’**.

(viii). The Promoters intend to allot and sell any or all of the Premises in the Project Building on an “*ownership basis*”, under the provisions of Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder (hereinafter referred to as “**RERA**”), Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”), and/or the grant of leases, tenancies, licenses, and/or any other alienation or disposal of such Premises, as the Promoters deem fit, in their discretion.

- (ix). The Apartment which is the subject matter of this Agreement forms a part of the Jointly Owned Premises which are jointly owned and held by the Promoter-Developer and the Co-Promoter. Accordingly, the Promoter and the Co-Promoter are jointly agreeing to allot and sell the same on the terms and conditions recorded and contained herein.
- (x). The Promoter-Developer has obtained Report on Title bearing reference no. 56/2023, dated 05/05/2023, issued by M.T. Miskita & Co. in respect of the Co-Promoter's title to the Land (hereinafter referred to as "**Report on Title**"), a photocopy of which is annexed hereto and marked **Annexure 'G'**.
- (xi). The Promoter-Developer has entered into prescribed agreements with the Project Architect, registered with the council of Architects and also appointed Project/Structural Engineer for preparing structural designs, drawings and specifications of the Project and the Allottee/s accept/s the professional supervision of the Project Architect and the Project/Structural Engineers (or any replacements / substitutes thereof) till the Project Completion (defined hereinafter).
- (xii). The Allottee/s being fully satisfied in respect of the rights / entitlement of the Promoters to develop the Project Land and construct the Project Building thereon, has/have approached, and applied to the Promoters for allotment to the Allottee/s, of **Flat no. 1103** admeasuring **51.68** square meters carpet area (as defined under RERA) on the **11TH floor of Wing C** of the Project Building, known as '**Bachraj Legend Wing ABC**' (hereinafter referred to as "**Apartment**"), more particularly described in the **Second Schedule** hereunder written, and shown on the typical floor plan hereto annexed and marked **Annexure 'H'**, together with the benefit of the use of **Parking No .NA admeasuring NA square meters** vehicle parking space/s as an amenity attached thereto (hereinafter referred to as "Vehicle parking Space/s") at or for the purchase price, that is **Rs. 5259760/- ( FIFTY TWO LACS FIFTY NINE THOUSAND SEVEN HUNDRED SIXTY ONLY )** and with full notice of the terms, conditions and provisions contained in the documents referred to hereinabove and upon the Aggregate Payments (which includes all amounts, charges, deposits, interest, damages, fees, premiums, penalties, liabilities, contributions

including fund contributions, etc., including the Purchase Price, interest payable by the Allottee/s to the Promoters or by the Promoters to the Allottee/s, as the case may be, at the rate which the State Bank of India may fix from time to time for lending to the general public, pre-estimated liquidated damages payable by the Allottee/s to the Promoters which shall be equivalent to 10% per-cent of the Purchase Price, any other charges and deposits mentioned herein as determined by the Promoters in its discretion, be calculated or based on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment/s charges or as a fixed or lumpsum charges or otherwise on any other basis, other reimbursements/amounts payable on termination which comprise of interest on delayed payments if any together with the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment/s together with all costs/expenses incurred by the Promoters for provision/installation in the Apartment/s of any extra or premium fixtures etc. in place of or in addition to the standard fixtures, etc. to be provided therein, together with taxes paid/payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein,)) payable by the Allottee/s, and subject to the terms and conditions hereinafter contained.

(xiii). The Allottee/s has/have also been provided with, at the relevant times, full disclosures, including inspections, of Initial Approvals, and all Plans, specifications, lay-out plans, licenses, permissions and approvals obtained and issued in respect of the Project, and shall be provided, the proposed sanctioned plans, approvals, permissions, remarks, etc. on demand by the Allottee/s, at the relevant times, which includes all revisions thereof, and/or amendments thereto, from time to time by the Promoters. The Allottee/s hereby record/s, declare/s and confirm/s that, prior to the execution of this Agreement, the Allottee/s has/have also examined and read, and fully understood and accepted and satisfied himself/herself/themselves in respect of the Initial Approvals, and the sanctioned plans.

(xiv). The Allottee/s has/have prior to the execution of these presents, paid to the Promoters, the earnest money/deposit of the sum of **Rs. 473378/- (Rupees FOUR LACS SEVENTY THREE THOUSAND THREE HUNDRED SEVENTY EIGHT ONLY)** (hereinafter referred to as “**Booking Amount**”), being

part payment towards the Purchase Price (defined hereafter) of the Apartment agreed to be allotted and sold by the Promoters to the Allottee/s, as advance payment or application fee (the payment and receipt whereof the Promoters, doth hereby admit and acknowledges) and the Allottee/s has/have agreed to pay to the Promoters the balance of the Purchase Price (defined hereinafter) in the manner hereinafter appearing. The Allottee/s confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoters on or prior to the execution of this Agreement, and will pay the remaining installments as set out hereinbelow.

(xv). Based upon the agreements, confirmations, representations, assurances and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions, stipulations and provisions of this Agreement, and all applicable laws, the Promoters have agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions, stipulations and provisions hereof.

(xvi). This Agreement is restricted to the Project Land and to the Project Building (in the manner and to the extent attributable to the Apartment) and the Vehicle parking Space/s as an amenity thereto, which is the subject matter of this Agreement and the Allottee/s is/are not concerned with any part of Wing D of the Residential Building and/or the Balance Project, save and except as may be provided herein.

(xvii). Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908

**NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**ARTICLE 1 - DEFINITIONS AND INTERPRETATION**



## 1.1 Definitions

- 1.1.1 “**Aggregate Payments**” means all amounts, charges, deposits, interest, damages, fees, premiums, penalties, liabilities, contributions including fund contributions, etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, Other Reimbursements/Amounts Payable On Termination, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein;
- 1.1.2 “**Agreement**” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoters and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement;
- 1.1.3 “**Allottee/s Event of Default**” includes the occurrence of all or any of the following events:
- 1.1.3.1 the Allottee/s delaying, or committing three (3) defaults in making payment, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates for payment thereof; and/or,
- 1.1.3.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement,

and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,

1.1.3.3 the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or,

1.1.3.4 the Allottee/s receiving any notice from Authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations;

1.1.4 “**Apartment**” shall have the meaning assigned to it in recital (xii) of this Agreement;

1.1.5 “**Apartment Amenities**” means the amenities, fixtures and fittings proposed to be provided in the Apartment/s, as listed in the Statement annexed hereto at **Annexure ‘I’** hereto;

1.1.6 “**Applicable Law**” includes all laws, bye-laws, rules, regulations including but not limited to RERA, MOFA, UDCPR, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, conditions of any regulatory approval or license, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Authorities, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time,

and/or applicable to the Project, and/or the Project Land, or any part/s thereof; all being of the Republic of India;

1.1.7 “**Approvals**” means and includes, without limitation, Initial Approvals, Plans and Approvals, and any other approvals, permissions, authorizations, consents, licenses, exemptions, annexes, intimations of disapproval, commencement certificates, occupation certificates, building completion certificates, sanction of layout plans, sanction of building plans (and all amendments, modifications, clarifications, renewals, re-validations thereto), approvals and no objection certificates of Authorities, approvals of the high rise committee, NOC from the Fire Department and the Committee/s appointed for granting Environmental Clearance approvals (and any amendments, modifications, clarifications, renewals, or re-validations thereof), by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Laws, as required by any Authorities, as may be applicable, and/or required for the development of Project Land or any part thereof, and includes specifically the Initial Approvals and/or as required by the VVCMC and/or any other Authorities, as may be applicable and/or required for the development of the Project Land, and the implementation and Project Completion;

1.1.8 “**Authorities**” means all the statutory, governmental, judicial and quasi-judicial bodies and authorities, and all development authorities, and/or any semi-government, local or public bodies or authorities concerned, having jurisdiction over the Land, or any part thereof, the Scheme of Development and the Project including, without limitation, the VVCMC and all concerned officers and departments of the VVCMC, the Collector of District Palghar and the Commissioner for Konkan Region, State Government of Maharashtra, the Pollution Control Boards, Environmental and Ecological Authorities, the Taluka Inspector of Lands Records, the State Government of Maharashtra (in all its Ministries and Departments, including the Ministry of Environment & Forests), the Central Government

of India (in all its Ministries and Departments, including the Ministry of Environment & Forests, the Railway Ministry and Authorities, the Ministry of Defense and Defense Authorities, and the Ministry of Civil Aviation and Civil Aviation Authorities, including the Airports Authority of India, National Airports Division, Mumbai Airport, and the Airports Authority of India, the International Civil Aviation Organisation, the Collector and other Revenue Authorities and officers, the authorities and officers under the Maharashtra Regional and Town Planning Act, 1966, the Chief Fire Officer and other concerned Fire Brigade Authorities, Indian Navy, Ministry of Defence, Town Planning Authorities, the Factories/Industries Department, and/or the concerned Ward Officers, Indian Navy, Ministry of Defence, Ministry of Environment and Forests, the Maharashtra Metropolitan Region Development Authority, and/or any other authority or entity;

1.1.9 “**Booking Amount**” shall have the meaning assigned to it in the recital (xiv), and as mentioned in the statement annexed and marked Annexure ‘J’;

1.1.10 “**Carpet Area (RERA)**” means the proposed carpet area of the Apartment mentioned in the Second Schedule and shown on the typical floor plan hereto annexed and marked Annexure ‘H’, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive of Exclusive Areas of the Apartment/s and is as per RERA;

1.1.11 “**Common Areas & Amenities**” shall have the meaning assigned to it in recital (vi) of this Agreement;

1.1.12 “**Confidential Information**” includes all information imparted by the Promoters to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land,

the Project and/or the Balance Project, and/or current or projected plans or affairs of the Promoter, or Promoters' Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the, Project Land, and/or the Projector any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement;

1.1.13 “**Construction Defects**” means construction defects as contemplated by RERA, in any materials used, and/or the workmanship in development and construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude (i) wear and tear, loss or damage due to a Force Majeure Event, (ii) minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs, (iii) any defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, (iv) any defect or damage is found to have been caused due to the negligence of the Allottee/s or any other purchaser / allottees / occupants or his/her/their agents, and (v) structural defects caused or attributable to the Allottee/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Apartment other than for its intended purpose or such other reasons attributable to the Allottee/s;

1.1.14 “**Date of Offer of Possession**” means the date of the written communication to be addressed by the Promoters to the Allottee/s, under which the Promoters shall offer

possession of the Apartment in terms of Article (6) of this Agreement; which is currently estimated by the Promoters, to be December, 2027 subject to Force Majeure Event;

1.1.15 “**Day**” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time;

1.1.16 “**UDCPR**” means Unified Development Control and Promotion Regulations published by the State Government of Maharashtra, 2020;

1.1.17 “**Deed of Conveyance**” means the deed of conveyance under which the Co-Promoter, and the Promoter-Developer, in accordance with the MOFA and RERA, subject to the rights of the Promoters under this Agreement, shall convey, transfer, and assign the Project Land together with the Project Building, the Wing D of the Balance Project and the Common Areas & Amenities in favour of the Society;

1.1.18 “**VVCMC**” means Vasai Virar City Municipal Corporation;

1.1.19 “**DR**” means development rights;

1.1.20 “**Exclusive Areas**” means the aggregate area of the exclusive balcony and/or exclusive verandah area and/or exclusive open terrace area appurtenant to the net usable floor area of the Apartment for the exclusive use of the Allottee/s;

1.1.21 “**Force Majeure Event**” includes any: (i) event or condition of force majeure, acts of God, pandemics, epidemics, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts,

munitions of war, explosive materials, ionising radiation or contamination by radioactivity, and natural catastrophes such as earthquakes, tsunamis, hurricanes, typhoons, volcanic activities, pandemic, lockdowns, or, exceptionally adverse climatic conditions, (ii) breach, delay or default of the Allottee/s in complying with his/her/their/its obligations, duties and liabilities under this Agreement and/or the Applicable Law, (iii) hindrance, interference, or obstruction, suffered by the Promoters, in relation to the Project Land, or any part thereof, and/or the development of the Project Land, and/or the Project (iv) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, circular, notification or directive (including imposing of lockdown or curfew), and/or policies of, any Authorities or other person/s and/or terms and conditions of any Approvals, which affects the Project Land, and/or the development thereof, and/or the Project and/or the Promoters, (v) supply chain disruptions, (vi) shortages in supply or availability of construction materials (including cement, steel, sanitary ware, fixtures and fittings) or labour / workmen, (vii) circumstances or conditions beyond the control of the Promoters, (viii) any other circumstances that may be deemed reasonable by the Authorities, (ix) any change in Applicable Law, (x) national emergency or national security;

1.1.22 “**FSI**” or “**FAR**” means floor space index or floor area ratio;

1.1.23 “**GST**” means Goods and Services Tax;

1.1.24 “**Holding Charges**” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rupees One Hundred Only per square meter Carpet Area (RERA) of the Apartment, per month;

- 1.1.25 “**Indemnified Parties**” means the Promoters, Promoters’ Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns;
- 1.1.26 “**Informative Materials**” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project Land, and/or the Project and/or the Balance Project in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoters, and any other such information or materials as may be made, or published by, or on behalf of the Promoters; and includes publicity reports and includes the show/sample apartments with fixtures, fittings and amenities etc. provided therein;
- 1.1.27 “**Initial Approvals**” shall have the meaning assigned to it in recital (iii) of this Agreement;
- 1.1.28 “**Intellectual Property**” means the word mark “Bachraj” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the respective Promoters and/or in respect of the Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions,



creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights;

1.1.29 “**Interest**” means interest payable by the Allottee/s to the Promoters or by the Promoters to the Allottee/s, as the case may be, at the rate of two percent (2%) above the State Bank of India highest Marginal Cost of Lending Rate provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

1.1.30 “**Joint Development Agreement**” shall have the meaning assigned to it in recital (ii) of this Agreement;

1.1.31 “**Liquidated Damages**” means the pre-estimated liquidated damages payable by the Allottee/s to the Promoters, which shall be equivalent to 10% per-cent of the Purchase Price, which the Parties have considered, and mutually agreed, to be reasonable and not as a penalty;

1.1.32 “**MOFA**” means the Maharashtra Ownership Apartments (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963;

1.1.33 “**Other Charges & Deposits**” means the charges and deposits referred to in the Statement annexed hereto at Annexure ‘K’ of this Agreement, as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including

open/enclosed/utility balconies of the Apartment), or as a fixed or lumpsum charge, or otherwise on any other basis;

1.1.34 **“Other Reimbursements/Amounts Payable On Termination”** means the amounts payable by the Allottee/s to the Promoter, on the termination of this Agreement, which comprise of

- (i) Interest on delayed payments, if any; together with,
- (ii) the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment; together with,
- (iii) all costs, charges and expenses incurred by the Promoters for provision / installation in the Apartment of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Allottee/s; together with,
- (iv) all costs, charges and expenses incurred by the Promoters for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Allottee/s; together with,
- (v) Taxes paid/payable; together with,
- (vi) all charges/ fees/ Pre EMIs/ interest (by whatsoever name called), if any paid / required to be paid by the Promoters to banks or financial institutions or any other financiers, including any charges that may be paid / incurred / required to be paid

by the Promoters under subvention scheme and/or any other scheme and together with,

(vii) the stamp duty and registration charges (if any) paid by the Promoters in respect of this Agreement;

1.1.35 “**Plans**” means the plans, specifications, drawings and layout as to be approved and sanctioned by the VVCMC and concerned Authorities in respect of the Project Land, and includes plans, drawings and layouts as may, from time to time, to be submitted by the Promoters in their discretion, in respect of the Project and the Balance Project and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Project and the Balance Project and includes any plans finally approved by the VVCMC while granting the Occupation Certificate/s in respect of the Project and the Balance Project; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoters may consider necessary and expedient, in its discretion, and/or as may be required by any Authorities;

1.1.36 “**PMC**” shall mean any entity/ies, or Organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoters, and/or Promoters’ Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Project Land, and/or Project, and/or the Balance Project or any of them;

1.1.37 “**Project**” shall have the meaning assigned to it in recital (vi) of this Agreement;

1.1.38 “**Project Architect**” means any architect/s, registered with the Council of Architects, or licensed surveyors registered with the council of Architects and/or the local planning

authority like VVCMC, that have been appointed, from time to time, by the Promoter, in relation to the Project;

1.1.39 “**Project Building**” shall have the meaning assigned to it in recital (v) of this Agreement;

1.1.40 “**Project Completion**” means and includes: (1) completion of the entire construction of the Project and the Balance Project, and (2) receipt of full occupation certificate in respect of the Project and the Balance Project;

1.1.41 “**Project Engineer**” means any structural and/or civil engineers, that have been engaged, from time to time, by the Promoters, in relation to the Project;

1.1.42 “**Project FSI**” shall have the meaning assigned to it in the Article(4.1.1) (iii);

1.1.43 “**Project Land**” shall have the meaning assigned to it in recital (i) of this Agreement;

1.1.44 “**Promoters’ Affiliates**” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the respective Promoters, and/or associated, or affiliated, with the respective Promoters by contract, or otherwise;

1.1.45 “**Promoters Bank Account**” means the bank account/s as may be designated and operated from time to time by the Promoters for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof;

1.1.46 “**Purchase Price**” means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure ‘J’** annexed hereto;

- 1.1.47 “**Report on Title**” shall have the meaning assigned to it in recital (x) of this Agreement;
- 1.1.48 “**RERA**” means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Authorities from time to time;
- 1.1.49 “**Society**” means the co-operative society formed under the Maharashtra Co-operative Societies Act 1960, comprising of all purchasers and allottees of the Project and the Balance Project;
- 1.1.50 “**Tax**” or “**Taxes**” means all present, future, and enhanced taxes, imposts, dues, duties, fees, impositions, fines, penalties, etc, by whatever name called, imposed/levied under any Applicable Law, and/or by Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Vehicle-parking Space/s, and/or this Agreement, and/or upon the Purchase Price, and/or any or all of the Interest, Liquidated Damages, Other Reimbursements /Amounts Payable On Termination, Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Allottee/s herein in relation to, and/or in pursuance of the Agreement for Allotment and Sale herein, and/or upon the Society to be formed in respect of the Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes GST,

education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, interest, levies, or charges, in relation thereto, that is/are/may be imposed or levied by any Authorities;

1.1.51 “**TDR**” means Transfer of Development Rights;

1.1.52 “**TDS**” means tax deducted at source, under the Income Tax Act, 1961;

1.1.53 “**TDS Certificate**” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961;

1.1.54 “**Vehicle-parking Space/s**” shall have the meaning assigned to it in recital (xii) of this Agreement;

1.1.55 “**VVCMC**” means Vasai Virar City Municipal Corporation;

1.1 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.

1.2 In this Agreement:

1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;

- 1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- 1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- 1.3.4 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
- 1.3.5 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoters in their discretion, such extended time period shall also be of the essence;
- 1.3.6 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoters, without any delay, demur, default, dispute, or deduction, whatsoever;
- 1.3.7 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 1.3.8 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a

statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

## **ARTICLE 2 – AGREEMENT FOR ALLOTMENT AND SALE**

2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoters hereby agree to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoters, on what is commonly known as “ownership basis” in terms of Applicable Law, and shown on the typical floor plan hereto annexed and marked Annexure ‘H’, and in terms of this Agreement, the use, as an amenity attached to the Apartment, of the Vehicle-parking Space/s, as an amenity thereto, for the parking of the Allottee/stwo-wheelers/four-wheelers(light motor vehicles), and for no other purposes whatsoever. The plan depicting various areas of the Apartment is annexed hereto and marked Annexure ‘H’.

### 2.2 Apartment/s Amenities

The Promoter- Developer shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked Annexure ‘I’, in, and/or in respect of, and/or in relation to the Apartment;

2.3 The Allottee/s has/have been informed and is/are aware that:

(i). all natural materials that are to be installed in the Project, and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain



veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;

(ii). the warranties of equipment, appliances and electronic items (if any) installed in the Apartment by the Promoter-Developer shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s; and,

(iii). the equipment, appliances and electronic items installed and forming a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

#### 2.4 Common Areas & Amenities

The Common Areas & Amenities will be completed and/or available on or before Project Completion.

2.5 The Allottee/s has/have been informed and is/are aware that:

2.5.1 the warranties of equipment, machinery and various other facilities installed/to be installed by the Promoter-Developer in the Project shall be as per the standard warranties provided by the

manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the allottees and/or the Society;

2.5.2 the equipment, machinery and various other facilities which form a part of Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various other facilities are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

### **ARTICLE 3 - PURCHASE PRICE**

3.1 The Allottee/s agree/s and undertake/s to pay to the Promoters, the Purchase Price in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked Annexure 'J', and in terms of and subject to the terms and provisions of this Article, time being essence of all payments. All payments shall be deposited by the Allottee/s by direct bank transfer/RTGS in the Promoters Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS, as per the Income Tax Act, 1961. TDS of all amounts to be paid to the "*transferor*", that is, in the present case, to the Promoters (in installments or otherwise), shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The original TDS Certificate for the amount so deducted shall be forthwith forwarded to the Developer and the amount

deducted and the said TDS Certificate should match with the information as available on the Income Tax Department website for this purpose.

- 3.2 The Purchase Price excludes Taxes (consisting of taxes paid or payable) by way of GST, Cess and all other taxes, duties and impositions which may be levied, in connection with the construction of the Project Building and/or pertaining to the transaction contemplated herein, up to the Date of Offer of Possession of the Apartment to the Allottee/s. The Allottee/s specifically agree/s and undertake/s that all such taxes, levies, duties, cess (whether applicable/ payable now or which may become applicable/payable in future) including GST, and all other taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Apartment, shall be borne and paid by the Allottee/s and/or reimbursed to the Promoters.
- 3.3 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the Authorities and/or any other increase in charges which have or may be levied or imposed by any Authorities, from time to time. The Promoters shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoters and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoters shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.
- 3.4 The Promoters may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ zero decimal zero one per-cent

(0.01%) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoters.

- 3.5 The Promoters shall confirm the final Carpet Area that has been allotted to the Allottee/s after the construction of the Project Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total Purchase Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the Carpet Area beyond the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s 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 this Agreement.
- 3.6 Notwithstanding any terms and/or instructions for appropriation/s which the Allottee/s may specify at the time of payment, the Promoters will be entitled, at its sole discretion, to appropriate all payments received from the Allottee/s, first towards the interest and/or taxes/ statutory charges payable / reimbursable (if any) and then towards the principal amount payable. The Promoters will also have a charge on the Apartment for all amount/s (including interest thereon) which become due and payable to the Promoters by the Allottee/s (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid / reimbursed to the Promoters by the Allottee/s. The Allottee/s expressly agrees to the above and undertakes not to object to the same.

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

3.8 Other Charges & Deposits:

3.8.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the Other Charges & Deposits as specified in the Statement annexed hereto and marked **Annexure 'K'**. The amounts of the Other Charges & Deposits are non-refundable save and except the Deposit taken for interior works.

3.8.2 Within fifteen (15) Days from the Date of Offer of Possession by the Promoters (whether or not the Allottee/s has/have taken possession of the Apartment or not), or from the date that the Allottee/s takes possession of the Apartment, whichever is earlier, the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking maintenance charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of

maintenance, management and upkeep of the Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Project and the Balance Project, and other fees, cesses, charges and levies of like nature, payable in respect of the Project and the Balance Project and all the Premises in the Project and the Balance Project, to all Authorities and/or any private bodies, the PMC's, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchasers of the Project and the Balance Project, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the Premises in the Project and the Balance Project.

3.8.3 The Promoters shall raise bill/s upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits simultaneously with the Date of Offer of Possession in respect of the amounts stated in the Other Charges & Deposits including in respect of the advance maintenance charges payable for a period of eighteen (18) months (which aforesaid advance maintenance charges will be as stipulated by the Developer at the Date of Offer of Possession of the Apartment), from the date of receipt of the occupation certificate/s in respect of the Apartment and/or Project or any part thereof, and the Allottee/s shall duly pay and discharge the same within seven (7) Days from the date of the bill/s/invoice/s.

3.8.4 The Promoters shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. 1 of Annexure 'K'. The amounts collected under Sr. No. 1 of Annexure 'K' above shall be retained by the Promoters until the formation of the Society in respect of the Project in terms of this Agreement. The

Promoters shall be liable to render account of such amounts only to such Society and not individually to any persons, including the Allottee/s, at any time.

- 3.8.5 If at any time prior to the handover of the Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Common Areas & Amenities and other facilities/areas to be maintained by the Society, the same will be adjusted against the advance maintenance amount received under Sr. No. 9 of Annexure 'K' and for deficit/additional amount, if any, Promoters shall raise bills periodically to all the allottees/purchasers/owners of the Premises in the Project and the Balance Project, using the aforesaid facilities. And for this purpose, and the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoters, pay the dues to Promoters.
- 3.8.6 The Promoters shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 3.8.7 The Allottee/s agree/s that until the formation and registration of the Society and execution of the Deed of Conveyance in its favour as provided in Article (11), the Promoters, and/or any persons engaged by it, including the PMC shall maintain, manage and secure the Project and the Balance Project. During such time, the Allottee/s shall pay, and the Promoters and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

#### **ARTICLE 4– DEVELOPMENT; PROMOTERS' RIGHTS & ENTITLEMENTS**

In addition to the rights, entitlements, powers, authorities and discretions of the Promoters, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoters

have informed, and made the Allottee/s aware, of the following matters and the Allottee/s agree to and accept the same, *inter alia*, on the basis and strength of which the Promoters have entered into this Agreement:

4.1. Project and Proposed Development Scheme:

4.1.1. The Promoters have expressly clarified, declared and disclosed to the Allottee/s, the proposed scheme of development on the Project Land, as under:

- (i). The Project and the Balance Project are being constructed on the Project Land and although the same are two separate real estate projects under RERA, the same all form part of one composite Residential Building and neither the purchasers and allottees of the Project and/or the Balance Project shall demand sub-division of the Project Land. Wing A, Wing B, Wing C and Wing D of the Residential Building will have a common podium of the Residential Building;
- (ii). The proposed Residential Building being constructed upon the Project Land has stilt, common podium, and the following upper floors in each of the four wings, that is, in Wing 'A' having approximately nineteen habitable floors above the podium, Wing 'B' having approximately twenty habitable floors above the podium and Wing 'C' having approximately twenty habitable floors above the podium, which is the Project Building and Wing 'D' having approximately nineteen habitable floors which forms part of the Balance Project. The Project Building will have all flats and car-parking spaces and areas therein and attributable thereto having approximately 1,75,484 square feet (RERA carpet area) and Wing 'D' forming part of the Balance Project will have all flats and car-parking spaces and



areas therein and attributable thereto having approximately 68,161 square feet (RERA carpet area);

- (iii). The Promoter-Developer proposes to construct the Residential Building on the Project Land having approximately 2,43,645 square feet (RERA carpet area) by utilizing the entire present, enhanced and increased floor space index, transferable development rights (TDR) and development potential arising from the Land including any development potential arising from the DP Portion bearing Survey No. 24/B Hissa No. 3, admeasuring in the aggregate 1,949.50 square meters, purchased in the form of TDR/DRC, arising out of and from the setback area and other development potential, whether available now, or in future, by whatever name called or may be, available, or acquired, under any applicable law, or otherwise howsoever, which at present is estimated to be approximately 1,75,484 square feet in respect of the Project(hereinafter referred to as “**Project FSI**”) and approximately 68,161 square feet in respect of the Balance Project. The areas that will be available, with or without payment of any premium/charges, to be utilised in (a) open/ enclosed/ dry/ utility balconies and exclusive terraces, cupboard niche; (b) the Common Areas & Amenities and (c) vehicle parking spaces are and will be in addition to the Project FSI;
- (iv). If the Project FSI at present applicable/available to the Project Land is increased, such increase shall inure for the benefit of the Promoters alone without any rebate to the Allottee/s, and the Promoters shall be entitled to utilize the same on the Project Land or otherwise as may be permissible as per the Applicable Law
- (v). The Project Land, the Residential Building constructed thereon along with the Common Amenities and Facilities shall be transferred and conveyed to the Society

formed of the purchasers and allottees of flats and premises in the Project and the Balance Project.

(vi). With respect to the Promoters respective obligations as promoters under RERA and the Joint Development Agreement:

(a). Promoter-Developer's obligations as "*Promoter*" under RERA in respect of Project shall be with respect to all its obligations and liabilities under the Joint Development Agreement including towards obtaining all Approvals after receipt of the full commencement certificates in respect of the Project and any change or amendment from time to time as the Promoter-Developer may consider necessary and expedient, or for the betterment of the Project, etc. obtained to be obtained from the concerned authorities), developing, constructing the Project Building, the common areas and amenities, delivery of possession of the Premises along with the common areas and amenities, and in respect of construction defects;

(b). Promoter-Developer shall have no liability or obligation whatsoever in relation to any delay in the completion of development and construction of the Project and/or the delivery of possession of the Premises, under RERA, or otherwise, on account of: (i) any breach, default, non-observance or non-compliance by Co-Promoter of applicable law, and/or Approvals, (ii) any delay or default on the part of Co-Promoter in obtaining the Approvals required to be obtained by Co-Promoter, under the Joint Development Agreement, and (iii) any title, claims, or encumbrances arising in respect of the Project Land which directly result in the development and construction of the Project, or any part thereof being restricted, stopped or delayed;

(c). The Co-Promoter shall be solely liable and responsible in respect of all matters, compliances and liabilities, including all disclosures required to be made in respect of title to and in respect of the Project Land, and any defect, encumbrance or claim relating to title and its rights, title and interest in respect thereof;

(d). The Promoters shall be liable and responsible to the development of the Project Land solely to the extent of what has been provided in the Joint Development Agreement as its obligation.

4.1.2. The Promoters have presently obtained the Initial Approvals in respect of the Project Land;

4.1.3. The purchasers/allottees/owners of Premises in the Project and the Balance Project are entitled to use in common all the Common Areas & Amenities;

4.2. The Promoters may make additions or alterations as may be required by the Allottee/s, or such changes or alterations as may be necessary due to architectural and structural reasons duly recommended by Project Architect and/or Project Engineer and will be intimated to the Allottee/s. The Allottee/s expressly consents to such variations provided that the area of the Apartment (agreed to be acquired by the Allottee/s from the Promoters) is not altered or reduced. In such an event (and/or as also otherwise, as the Promoters in their sole discretion deem fit), the Promoters shall be entitled to obtain part Occupation Certificate from the VVCMC and offer possession of the premises covered by it to the respective allottees/purchasers/owners thereof, including the Allottee/s as the case may be. Upon the Promoters obtaining from the VVCMC, the Occupation Certificate in respect of the floor on which the Apartment is located, the Allottee/s shall pay the balance of the Purchase Price and obtain from the Promoter, possession of the Apartment and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement. This, however, shall be without prejudice to the rights of the Promoters to continue to construct the rest of the Project

Building and the Common Area & Amenities and/or any additions thereto in accordance with the building plans that may then have been sanctioned by the VVCMC.

- 4.3. The Promoters are entitled to utilise the entire Project FSI in their sole discretion, for the beneficial interest of the Project, and to make any variations, alterations, amendments, or deletions, in respect of the layout and planning thereof including pertaining to garden area, parking spaces, STP location with approval from concerned authority as per provisions of UDCPR. The Allottee/s expressly consents to such variations, alterations, amendments, or deletions provided that the area of the Apartment (agreed to be acquired by the Allottee/s from the Promoters) is not altered or reduced.
- 4.4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the VVCMC at the time of sanctioning the said plans or thereafter and shall, before the Date of Offer of Possession of the Apartment to the Allottee/s, obtain from the VVCMC, the Occupation Certificate in respect of the Apartment.
- 4.5. The Promoters have the right, in the Promoters' discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers/owners of the Premises in the Project.
- 4.6. No persons or parties, including the Society in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Project, and/or the Project Land, and/or the utilization, and/or dealing with the Project FSI, or any part/s thereof, and/or the allotments and sales, or other alienation of the Project.
- 4.7. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all the vehicle parking spaces in respect of the Project amongst any of the Premises.

- 4.8. The benefit of the vehicle parking earmarked/provided by the Promoters (as per their discretion) for use by the allottees /purchasers/ owners of Premises in the Project Building is for the specific purpose of parking the light motor vehicle/s of the Allottee/s. The said use of the respective earmarked parking space/s shall be heritable and transferable along with the respective Apartment/premises for which it is earmarked/provided.
- 4.9. The Promoters may in their absolute discretion, at any time club, combine or amalgamate one or more Premises (save and except the Apartment agreed to be allotted herein) or subdivide or partition one or more Premises (save and except the Apartment agreed to be allotted herein) in the Project to the end and effect that total number of Premises/floors in the Project may increase or decrease and the Allottee/s hereby grants their irrevocable consent as per RERA, to the Promoters for doing, executing and performing all acts, deeds, matters and things in relation thereto including amending the building plans as may be necessary.
- 4.10. The Promoters estimate the date of Project Completion to be December, 2027 which is, subject to Force Majeure Event.
- 4.11. The Promoter-Developer shall abide by the time schedule for completing the Project and has, and shall always have, the sole and exclusive right to deal with, dispose of and alienate by way of allotment, sale, and/or to otherwise alienate, dispose of, encumber and/or create third party rights in respect of the Premises in the Project, in favour of any persons or parties and to enter into suitable agreements and writings respectively with such allottees/purchasers/owners and acquirers, as the case may be. The respective allottees/purchasers of the Premises including the Allottee/s herein in respect of the Apartment/s, would be admitted as members of the Society subject to their performing the terms and conditions specified in their agreements, including the Allottee/s in respect of this Agreement, and no further, other or new co-operative housing society, limited company, association

of purchasers/ allottees/ owners or other organization or entity is envisaged to be, or will be, formed and registered in respect of the Project.

4.12. The Promoters shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, in respect of any of the Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.

4.13. Without prejudice to the generality of the foregoing provision, the Promoters shall in its discretion, *inter alia*, be entitled to:

4.13.1 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, vehicle parking spaces, entrances and accesses, in respect of the Project and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Authorities;

4.13.2 direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any premises, areas, and spaces, upon or in the Project Land to any persons, including third party service providers, and/or Promoters' Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

4.13.3 allot and/or grant on lease or otherwise howsoever any areas or spaces in the Project Land, and/or Project, to utility service providers including electrical, telecommunication, gas, etc. service provider/supplier or any Authorities;

4.13.4 hand over and/or transfer any part/s or portion/s of the Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas previously affected by the reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoters discretion;

4.13.5 continue to retain all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Project Land, and/or unutilized Project FSI of the Project Land and/or such part/s of the Project, as the Promoters deem fit in their discretion, with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, or otherwise howsoever.

4.13.6 suitable covenants reserving the aforesaid right of the Promoters shall be incorporated in the Deed of Conveyance of the Project Land and the Residential Building thereon in favour of the Society or other body or association that will be formed, as aforesaid;

#### 4.14. Allottee/s Confirmations

The Promoters propose to develop the Project by utilization of the Project FSI in the manner more particularly provided in this Agreement and the Allottee/s has/have agreed to purchase the Apartment based on the unfettered and vested rights of the Promoters in this regard. Accordingly, the Allottee/s hereby confirm/s personally and as a prospective member/s of the Society, all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoters, as recorded and contained in this Agreement including this Article (4), and the Promoters' intent and desire in respect of the Project Land and the Project and the developments thereof, as follows, which are and shall always be the essence of this Agreement, that is:

4.14.1 the Allottee/s does not/do not have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoters as contained in this Agreement including this Article (4), and no consent or permission in that regard shall be required to be obtained or given by them;

4.14.1.1 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoters exercising their respective rights and powers herein on any grounds whatsoever;

4.14.1.2 the Allottee/s is/are aware of his/her/their/its obligations and liabilities and covenants under this Agreement upon and after receiving possession of the Apartment/s, and the Vehicle-parking Space/s as an amenity thereto, including but not limited to the obligations and covenants agreed by him/her/them/it under this Agreement;

4.14.1.3 all the plans and Approvals, including those annexed to these presents are fully and completely binding upon the Allottee/s, and the Allottee/s, at all material times have accepted and fully consented to the same, whereby the Allottee/s are bound by, and shall adhere to, abide by, observe and perform the same, and shall not commit any breach or default thereof, in relation to the Apartment/s, and the Vehicle-parking Space/s as an amenity thereto, or otherwise;

4.14.1.4 the Allottee/s is/are fully aware, and have accepted and understood that the Project and the Balance Project are developed on the Project Land. Accordingly, the Project Land and the Residential Building together with the Common Areas & Amenities shall be transferred and conveyed to the Society in the manner as decided by the Promoters in their sole discretion, which transfer and conveyance will contain all required covenants protecting and safeguarding the Project Land.



4.14.1.5 the Allottee/s has/have hold rights, to his/her/their/its Apartment/s and the Vehicle-parking Space/s as an amenity, comprised in the Project Land and the Project Building, and Common Areas & Amenities, and other than that not in any accesses that have been reserved for statutory Authorities which the Allottee/s shall be entitled to use or enter upon;

4.14.1.6 the Allottee/s irrevocably undertake/s and confirm/s that he/she/they/it shall comply with, observe and perform all the terms, conditions and provisions of the Plans and Approvals, which have been accepted by the Allottee/s and are binding upon him/her/them/it;

4.14.1.7 the Allottee/s confirm/s that he/she/it/they have no claims against the Promoters in any manner and that there is no liability of any nature as regards to the Project save and except mentioned these presents;

## **ARTICLE 5 - TAXES**

5.1 All Taxes shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid (whether demanded or not) and the Promoters shall never have any liability or obligation in respect thereof.

5.2 The Allottee/s shall pay all Taxes as and when they are levied, charged, and/or become due and payable. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoters in their discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.

- 5.3 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

## **ARTICLE 6 – POSSESSION & DEFECT RECTIFICATION**

- 6.1 Subject to the provisions of this Article (6) and subject to Force Majeure Event ,the Promoters shall endeavor to offer possession of the Apartment to the Allottee/s, on, or by, the Date of Offer of Possession; provided all the amounts due and payable by the Allottee/s under this Agreement are paid to the Promoters/concerned authorities and the Allottee/s has/have complied with all the terms and conditions of this Agreement.
- 6.2 The Promoters shall, at the Promoters’ discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment/s, on a specific date and time fixed by the Promoters. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment and Apartment Amenities have been provided as per and in accordance with this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an inspection sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoters shall endeavor to rectify and remedy such defects or deficiencies. Other than the defects or deficiencies entered upon the inspection sheet, the Promoters shall not be liable to make good remedy or rectify any other defects or deficiencies. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails

to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.

- 6.3 The Allottee/s shall, no later than eight (8) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing a declaration-cum-undertaking in terms of a draft prepared by the Advocates and Solicitors of the Promoter-Developer, and (b) paying a security deposit (as determined by the Promoters) to the Promoters, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoters in relation to the Apartment. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their/its obligations under this Article and take possession of the Apartment no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Allottee/s Event of Default.
- 6.4 The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoters to obtain the balance/remaining Approvals in respect of the Project, and (ii) undertake/s not to cause any damage to the Apartment and/or the Project or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoters all costs related to the remediation and rectification thereof. The Allottee/s also accept/s and acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction work ongoing at such time, including in respect of the Common Areas & Amenities.

- 6.5 If the Date of Offer of Possession has occurred and the Allottee/shas/have not complied with any of his/her/their/its obligations under this Agreement, including this Article, and/or the Allottee/srefuse/s to take possession of the Apartment, then the same shall be an Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoters may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/sshall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoters the Holding Charges and other charges to upkeep the said Apartment after the expiry of two (2)months from the Date of Offer of Possession or on such dates and at such intervals as the Promoters direct, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this Article.
- 6.6 The Allottee/sconfirm/s that if and when he/she/they/it is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoters shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.7 Notwithstanding anything to the contrary in this Agreement the Promoter-Developer shall always be entitled, in their discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoters shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.

- 6.8 If, on, or prior to, the Date of Offer of Possession, there are any Aggregate Payments and/or Taxes that are due and payable by the Allottee/s, and/or there are any other obligations herein of the Allottee/s to be performed, the Allottee/s shall be entitled to possession of the Apartment and the use of the Vehicle-parking Space/s as aforesaid, only upon he/she/they/it having made all payment thereof to the Promoters and/or complied with such obligation.
- 6.9 The Promoters have notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared and used by all allottees/purchasers/ owners of Premises in the Project and the Balance Project.
- 6.10 The Promoters shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoters shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Majeure Event continues and has continued and an additional period of one hundred eighty (180) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoters. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoters liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 6.11 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this Article, if within a period of five (5) years from the Date of Offer of Possession, the Allottee/s brings to the notice of the Promoter-Developer, any Construction Defects in the Apartment or the Project Building in which the Apartment is situated or any defects on account

of workmanship, quality or provision of service, then, wherever possible, the same shall be rectified/repared by the Promoter-Developer at its own costs, or if the Promoter-Developer is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at their discretion the Promoters shall pay to the Allottee/s, reasonable compensation for such defect in the manner as provided under Real Estate (Regulation and Development) Act, 2016. It is clarified that the Promoters shall not be liable to rectify any defects and/or pay any compensation in the event such defects are caused due to wear and tear, loss or damage due to a Force Majeure Event, minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations by the Allottee/s, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would on behalf of the Allottee/s.

6.12 If the Promoter-Developer fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does not intend to withdraw from the Project, Interest as specified in the Maha RERA Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree to pay to the Promoters, Interest as specified in the Maha RERA Rules, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

6.13 If the Allottee/s, before being put in possession of the Apartment, desire/s to sell or transfer his/her/their/its interest in the Apartment or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoters in that behalf. In the event of the Promoters granting such consent, the Allottee/s shall be liable to and shall pay to the Promoters such sums as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same, provided however that such transferee/s/assignee/s of the

Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also

- 6.14 In spite of all the necessary steps and precautions taken while designing and constructing the Project, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other persons and occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoters liable and/or responsible in respect thereof.
- 6.15 The Promoters have notified to the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be exclusively used and enjoyed by all allottees/purchasers/owners of the Project and the Balance Project, and that the same will be completed on or before the Project and the Balance Project and will be completed subject to Force Majeure Event.

#### **ARTICLE 7 - THE COMMON AREAS & AMENITIES AND RECREATIONAL FACILITIES**

- 7.1 The Common Areas & Amenities, as currently planned shall enure for the benefit of all allottees, purchasers, and owners of Premises in the Project and the Balance Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, and as and when the Promoters permit, the Allottee/s may access, use and enjoy the same, in respect of which the Allottee/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 Promoter. After the completion of the Project and the Balance Project, the Allottee/s may access, use, and enjoy the same, in respect of which the allottees/purchasers/owners of the Project and the Balance Project will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoters.

## **ARTICLE 8 - OTHER RIGHTS & POWERS OF THE PROMOTERS**

- 8.1 The Promoters shall be entitled to construct site offices/sales lounge in the Residential Building on the Project Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the Project Land has been completed in all respects.
- 8.2 The Promoters may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Project Land, and/or in respect of the Project or any parts thereof, or any receivables, which may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoters, all or any of the responsibilities and/or obligations and rights of the Promoters under this Agreement may be transferred to any other person. The Promoters agree that on or prior to the Date of Offer of Possession, the Promoters shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoters to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoters agree that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.
- 8.3 The person/s in whose favour the Promoters have granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Project, may



itself/himself/herself/themselves, or jointly with the Promoters, be admitted as and made members of the Society, without it, him, her or them or it or the Promoters being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

- 8.4 The Promoters shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Society to be formed in respect of the Project, in respect of any unsold/unallotted Premises.
- 8.5 The Promoters and/or Promoters' Affiliates shall in their discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project and/or any part thereof till such time the Deed of Conveyance is executed and registered in favour of the Society to be formed in respect of the Project and the Balance Project. Further, the Promoters and/or the Promoters' Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoters and/or Promoters' Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoters Intellectual Property at one or more places or in or upon the Project Land and/or upon the Project and/or and the Balance Project and/or at the entrances and exits thereof. The Promoters and Promoters' Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

- 8.6 The Promoters shall be entitled to join the Society as members thereof, with respect to their respective unsold Premises in the Project and the Balance Project, at their own discretion.
- 8.7 The Promoters shall have right, in its discretion to promote, manage and undertake all public events (including sales event etc.) held in or upon any Common Areas & Amenities to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project and the Balance Project.

### **ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

- 9.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 9.2 The show/sample apartment including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment. The Promoters are not liable or obligated to provide the Apartment as per show/sample apartment with furniture, items, electronic goods, amenities etc. therein, other than as expressly agreed by the Promoters under this Agreement.
- 9.3 The Allottee/s is aware that all-natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoters represent that though it shall pre-select such natural and factory produced materials for installation/application in the Project and the same is on a best endeavour basis, the Allottee/s

shall not hold the Promoters liable for their non-conformity, natural discolouration, tonal differences or inconsistency at the time of installation/application.

- 9.4 The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, sewerage/effluent treatment plant (if any), photo-voltaic lights/panels, ventilation devices, fire-fighting system/equipment/alarms/sprinklers, solid waste segregation, garbage chute and other equipment and processes etc. The Allottee/s hereby gives his/her/their/its consent and no-objection to the Promoter and/or the Society or the PMC to operate, upgrade, maintain and run the above-mentioned equipment's, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/s agrees to contribute to costs involved in these processes on pro-rata basis or as decided by the Promoters and/or the Society and/or the PMC. The Allottee/s will not hold the Promoters accountable for any penalty or action taken by any authority for failure on the part of the Allottee/s or Society and/or the PMC, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment's /devices and processes.
- 9.5 On and after the Date of Offer of Possession, the Allottee/shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Vehicle-parking Space/s as an amenity of the Project, and permit the same to be used, solely for parking the Allottee/s' own light motor vehicles.
- 9.6 If the same is possible and feasible, based, *inter alia*, on the stage of development and construction, and subject to safety conditions, the Allottee/shall be entitled to visit and view the Project, after taking a prior appointment with the Promoters. The Allottee/shall adhere to any

safety and security conditions as stipulated by the Promoters and shall visit and inspect at his/her/their/its sole discretion.

9.7 The Allottee/s, with the intention to bind all persons in whatsoever hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoters as follows:

9.7.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove (wear and tear excepted), and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Project and/or the Balance Project, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoters, and/or the PMC's, and/or any Authorities, and/or the Society in respect of the Project and the Balance Project (as and when formed and registered by the Promoters).

9.7.2 pursuant to obtaining the Promoters prior written approval, submitting plans and specifications in respect of permissible alterations to the Apartment and;

9.7.3 to rectify and make good any unauthorized and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoters, and/or from any Authorities, in that regard;

9.7.4 to bear and pay all increases in outgoings, the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;

- 9.7.5 to observe, perform and comply with the terms, conditions and covenants of the Deed of Conveyance (as and when executed), and all other rules, regulations and bye-laws which the Promoter, and/or any Authorities may specify and those which the applicable Society(as and when formed and registered by the Promoters) may adopt or frame at its/their inception, and any modification thereof, from time to time, including to keep the disaster management plan functional throughout the occupation period, if developed by the Promoters, in compliance of the norms stipulated by the concerned authorities;
- 9.7.6 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 9.7.7 shall also observe and perform all the stipulations and conditions laid down by the Society (as and when formed and registered by the Promoters), regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 9.7.8 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project, the Project Building, the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Society in respect of the Project;
- 9.7.9 on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of

debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/shall pay/reimburse to the Promoters, the cost incurred in the removal of such debris;

9.7.10 the availability of electricity and/or water to the said Apartment are dependent upon the concerned supplier/provider/authority thereof and the Promoters shall endeavor to obtain the same;

9.7.11 in case of non-availability and/or shortage of water supply from the VVCMC or Authorities, Promoters or applicable Society (as and when formed and registered by the Promoters), as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses;

9.7.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment/s as provided herein and until the Project Completion subject to Force Majeure Event, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Authorities and their respective officers, agents, or representatives, including the PMC's, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Vehicle-parking Space/s, Project and the Common Areas & Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project;

- 9.7.13 use the vehicle-parking space/s for parking of cars belonging to the Allottee/s' and/or members of his/her/their family;
- 9.7.14 not to change the user of the Apartment without prior written permission of the Promoter-Developer and/or the Society and Authorities (as may be required);
- 9.7.15 not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Project Building/ or any part thereof in any manner whatsoever;
- 9.7.16 not to affix air conditioner/s at any place other than at the location earmarked for fixing such air conditioning units so as not to affect the structure, façade, and/or elevation of the Project Building or any part thereof in any manner whatsoever;
- 9.7.17 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC's, and/or any Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project, and to be liable for all damage that may be caused thereto by the Allottee/s;
- 9.7.18 the wet and dry garbage generated in and from the said Apartment shall be separated by the Allottee/s and the wet garbage generated in and from the Project shall be treated separately by the allottees/purchasers/occupants of the Premises of Project within the Project Land;

- 9.7.19 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project and/or the Common Areas & Amenities;
- 9.7.20 pay to the Promoters within fifteen days of demand by the Promoter-Developer, his/her/its share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project Building in which the Apartment is situated
- 9.7.21 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold;
- 9.7.22 abide by all the bye-laws, rules and regulations of the Authorities, including but not limited to the VVCMC, Mahanagar Gas Limited, the Electricity Supplying Authority and any other concerned authorities / local bodies / MOEF Project Authority (including entering into MOUs/ writings as may be required by such authorities), as applicable / may apply to the Project Land and any variations / modifications thereto, as may be decided by the Promoter, from time to time and approved by the concerned authorities, from time to time, and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws;
- 9.7.23 shall be solely responsible for compliance with Applicable Laws, notifications, guidelines, etc. for purchase/acquisition of immovable property in India (as applicable to the Apartment), including those pertaining to payment for the same;



9.7.24 shall allow the Promoters and/or their assignee/s and/or nominee/s or successors-in-title (as the case may be) to fully and freely utilize or exploit to the maximum extent possible, any future FSI/TDR, or any part thereof, and the benefit thereof in respect of the Project Lands, in the manner as the Promoters may deem fit and as per their sole discretion, without: (A) the purchasers/allottees including the Allottee/s having any right, claim, interest or demand in and to the Promoters/ their assignee(s)/ nominee(s) development potential, and/or the future FSI/TDR, or any part/s thereof, (B) having to obtain any consent of the purchasers/allottees including the Allottee/s, and the proposed Society, and (C) any involvement, interference, obstruction or in any manner of the purchasers/allottee/s including the Allottee/s or proposed Society;

9.7.25 is/are fully aware of, and have accepted, understood and satisfied himself/herself/itself/themselves with respect to the devolution of title, facts, matters and events, made herein by the Promoters, and have agreed, acknowledged and accepted the same;

9.7.26 although the Project and the Balance Project are two separate real estate projects, the same are being constructed on the Project Land and shall have the same Common Areas & Amenities. Therefore, the Allottee/s shall not ask, or demand for sub-division of the Project Land either now, or anytime in future;

9.7.27 Refuge area is proposed on the specified floors Project Building, as per the requirements and/or regulations made by the VVCMC, Chief Fire Officer, to that effect, from time to time;

9.7.28 not, without the prior written permission of the Promoter, and/or the PMC:

- 9.7.28.1 to carry out or undertake any painting, decoration, or other work, to the interior, exterior of, or outside, the Apartment;
- 9.7.28.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Balance Project and/or the Common Areas & Amenities;
- 9.7.28.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment as also the Vehicle-parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
- 9.7.28.4 to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;
- 9.7.28.5 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and /or the Balance Project and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
- 9.7.28.6 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers, owners or occupiers of any other Premises in the Project and the Balance Project; and

9.7.28.7 to demand or claim any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or the Balance Project and/or Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Society(as and when formed and registered by the Promoters), of which he/she/they/it shall be admitted a prospective member, in terms of Article (11).

9.8 The Allottee/s is/are aware, and agree/s and accept/s, that fire service fees and annual fees in respect of the Project are payable to the concerned Authorities as per provisions of Maharashtra Fire Prevention & Life Safety Measures Act, 2006, and all such fees shall be payable by the Allottee/s, and all allottees, purchasers and occupants of the Premises in the Project and the Balance Project, and the Society (as and when formed and registered by the Promoters), without any liability on the part of the Promoters.

9.9 The open terraces, open balcony / balconies, and/or other open areas, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective allottees/purchasers/owners, of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Authorities, and in case such permissions are granted by the Promoter, the Authorities, the concerned allottees/purchasers/owners, of such Premises in the Project and the Balance Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof. The Allottee/s agree/s not to put any claim in respect of the restricted amenities, including open spaces, any space available for hoardings, gardens attached to any of the Premises or

terraces, and the same are retained by the Promoter as restricted amenities. The Allottee/s is aware that certain parts of the Project shall be allocated for exclusive use of certain allottees. The price of such Premises has been determined taking this into consideration and the Allottee/s waives his/her/its right to raise any dispute in this regard.

- 9.10 The Promoter hereby clarifies that the terrace proposed at the proposed [*insert floor*] upper floor of the Residential Building (subject to approval and sanction) shall be a common terrace for the use and enjoyment of all allottees of the Residential Building.
- 9.11 The Allottee/s shall, if and whenever requested by the Promoters hereafter, and within seven (7) Days of receiving the Promoters' written intimation in this regard, sign, execute and deliver to the Promoters in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoters for this purpose.
- 9.12 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoters' no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoters shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agree/s to indemnify/ies and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and

undertake/s that the Promoter shall always and have first lien and charge over the Apartment/s in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoters' aforesaid first lien and charge, and subject to all the Promoters rights, powers and entitlements under this Agreement.

- 9.13 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all Applicable Law, including but not limited to Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other Authorities, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 9.14 The Allottee/s has/have gone through the representations made by the Promoters, and the details and documents provided by the Promoters and shall further keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoters will upload on the website of the Authorities as required by RERA from time to time.
- 9.15 The Residential Building shall always be called/known by the name "Bachraj Legend" and the Project Building shall always be called/known by the name 'Bachraj Legend Wing ABC' or any other name as decided by the Promoters, at their discretion, which name shall not be changed without the prior written permission of the Promoters, and thus shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project and the Balance Project.

9.16 The Allottee/s along with other allottees of apartments in the Project Building and Wing D of the Balance Project shall join in forming and registering the Society, that is, a co-operative society under the Maharashtra Co-operative Societies Act 1960, to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and 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 Promoter-Developer within seven days of the same being forwarded by the Promoter-Developer to the Allottee/s, so as to enable the Promoter-Developer to register the Society of the Allottees. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies.

9.17 In respect of any permitted interior decoration, renovation, furniture making or any other allied work in the Apartment, the Allottee/s shall take prior written permission of the Promoters and the Society, and do hereby warrant, represent and declare to the Promoters, as follows:

9.17.1. to take all precautions for safety and security of the persons whether employed by the Allottee/s or not and the materials and equipment whether employed fixed by the Promoters and/or the Allottee/s in the Apartment and the materials and equipment stored in the Project Building whether belonging to the Promoters and/or any other person; and in the event of any damage or accident or theft or otherwise by any person employed by the Allottee/s, the Allottee/s alone shall be liable and responsible for the consequences thereof including but not limited to legal process and action thereunder, replacement, reimbursement of the cost/charges and compensation on demand;

- 9.17.2. to take all precautions for safety and security of the people in the Project Building and adjacent buildings/project/public in large while conducting any permitted interior decoration, renovation, furniture making or any other allied work in the Apartment/s;
- 9.17.3. to be liable and responsible for any damage that may be caused to the Apartment/s or to the adjoining apartment/premises or on the upper or lower floors or to the Residential Building due to any act of omission or commission on the Allottee/s part in carrying out such changes and the Allottee/s will indemnify and undertake to keep the Promoters indemnified of from and against all costs, charges and expenses and consequences arising due to such act of omission or commission;
- 9.17.4. not to make any alteration in the elevation and outside colour scheme of paint and glass of the Residential Building and not to cover/enclose the planters and service ducts or any of the projections from the Apartment/s. The Allottee/s also undertake not to shift windows of the Apartment/s and / or carry out any changes in the Apartment/s so as to increase the area of the Apartment/s and / or put any grill which would affect the elevation of the Residential Building under construction;
- 9.17.5. the Allottee/s shall not close duct and dry area of the Apartment/s, and construct anything on the same. The Allottee/s shall ensure that no work will be carried out or materials stored in the dry balcony and common areas such as staircase, refuge terrace, lift lobby, vehicle parking etc.;
- 9.17.6. while carrying out painting work, the Allottee/s and his/her/their/its workmen will ensure that paint does not stain the surrounding walls and areas. If so he/she/they/it shall get the same cleaned and re-painted;

- 9.17.7. avoid welding work etc. at the site. If the said work is unavoidable, it will be carried out without damaging other apartments/ surrounding areas. Safety measures from fire hazards will strictly be adhered to by the Allottee/s and his/her/their/its workmen/contractors/agents/etc.;
- 9.17.8. all windows and refuge areas will be covered with protective nets before starting major work in the apartment/s so as to avoid any material falling down accidentally leading to damage of apartments, equipment or injury of the personnel at lower levels;
- 9.17.9. in case any person has to work outside of the Apartment/s area, the Allottee/scontractor will ensure that proper safety measures are adhered to Personal Protective Equipment (PPE) by every working individual and minimum work in pairs. Any liability arises /incident occurring due to unsafe practices and negligence of workers or otherwise will be responsibility of the contractors of the Allottee/s and the Allottee/s shall not make the Promoters responsible for any such losses or any part thereof;
- 9.17.10. the Allottee/s workmen will use the servant toilets as advised by the Promoters/PMC/Society (as and when formed and registered by the Promoters), as the case may be. The Allottee/s shall strictly ensure that no interior material / rubbles / debris choke up the drain lines;
- 9.17.11. all workmen engaged by the Allottee/s, and/or the Allottee/s contractor(s) will be above 18 years of age as per the rules laid by the Labour Commissioner. The Allottee/s contractor(s) will ensure that the contractor(s)/ consultant(s) appointed by the Allottee/s shall adhere to all statutory requirements while employing labour force including Workmen's Compensation insurance policy;



- 9.17.12. the Allottee/s will strictly ensure that slicing, chiselling of any structural members like beams, columns and slab or any RCC structure will not be carried out by the Allottee/s contractors/workers;
- 9.17.13. All workers of the Allottee/s will be instructed to confine themselves to the Apartment and not enter upon, or encroach upon, any other premises and surroundings. The Allottee/s shall strictly ensure that helmets are provided by the Allottee/s contractor to his/her/their/its labour/workmen and will be worn when such labour/workmen move out of the Apartment;
- 9.17.14. proper method of water proofing will be used before changing the flooring, drainage or plumbing and concrete/ mortar mix will be made only in metallic containers. It will be ensured that no damage is caused to the floor slab. PMC/Project staff may inspect the same without prior notice;
- 9.17.15. any damage to the Project Building or the Residential Building or other Premises due to the negligence of contractor/workers/guests etc. of the Allottee/s will be solely responsibility of the Allottee/s and the Promoters have the right to claim any/all compensation from the Allottee/s for the same;
- 9.17.16. any damage caused to Common Areas & Amenities, Limited Common Areas & Amenities including lifts, mid landing, entrance, lift lobbies, neighbouring or any related Premises while carrying out interior work in the Apartment/s and all charges pertaining to the same will be paid by the Allottee/s as instructed by the Promoters/ PMC/Society (as and when formed and registered by the Promoters);

- 9.17.17. to abide by all the rules and regulations that are made by the VVCMC, the Promoters, and/or the PMC, and/or the Society(as and when formed and registered by the Promoters). The Promoters/PMC, and/or Society(as and when formed and registered by the Promoters) shall have the right to stop work of the Allottee/s and the decision of the Promoters/PMC/Society (as and when formed and registered by the Promoters) will be final and binding;
- 9.17.18. abide by the rules and regulations of the Society (as and when formed and registered by the Promoters);
- 9.17.19. the electricity, water and any other related charges incurred while carrying out the interior work in the Apartment/s will be sole responsibility of the Allottee/s and the charges incurred with regard to the same will be paid by the Allottee/s as and when called upon to do so. The Promoters/PMC/Society (as and when formed and registered by the Promoters) will be entitled to disconnect these services if payments are not received on time;
- 9.17.20. The defect liability to be provided by the Promoters shall forthwith cease if:
- (i). The Allottee/s and/or licensee of the Allottee/s and/or any other occupant/s will carry out any work or unauthorized changes or changes which lead to such defect directly or indirectly in any manner whatsoever and/or that the Allottee/s and/or licensee of the Allottee/s and/or any other occupant/s will not act contrary to the agreed covenants or terms and conditions of the Approvals and/or by-laws of the Authorities, in any such event, the Allottee/s and/or licensee of the Allottee/s and/or any other occupant/s alone shall become liable to rectify such defects at his/her/their/its sole cost and expenses; and the Promoters shall be absolved from

the Allottee/s and/or licensee of the Allottee/s and/or any other occupant/s said responsibility regarding the defect;

(ii). any defect or damage caused to the Apartment and/or the Project Building, and/or the Residential Building or caused as a result of negligence, improper, maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s;

(iii). any damage due to wear and tear of whatsoever use.

Provided further that, if any damages/ leakages caused to the structure of the Project Building under construction or such change affects the structural stability of the Project Building and/or the Residential Building due to any fit out work carried out by the Allottee/s in the Apartment, the Allottee/s will be liable for cost, damages, consequences including any proceedings or actions taken by the Authorities under MRTP, or any other Applicable Law and any action taken by Government bodies or statutory authorities including the Civil and Criminal Proceedings or action initiated by local Police or Metropolitan Magistrate Court.

9.17.21. The Allottee/s shall always be bound and liable to comply with the bye-laws, rules and regulations from time to time of the Society (as and when formed and registered by the Promoters), in respect of the usage of the Apartment by the Allottee/s, and if the Allottee/s is/are desirous of undertaking any major or substantial renovations and/or repairs in and to the Apartment, the Allottee/s shall comply with Applicable Law and the bye-laws of the Society (as and when formed and registered by the Promoters);

- 9.17.22. every work-men and agent will carry the labour gate pass issued from the security at all times within the Project. Information regarding induction of new workmen and agent and termination of the old workmen and agent will be reported to the Property Manager/Security/Society (as and when formed and registered by the Promoters) immediately. The security passes with photos will be deposited with the PMC/Society (as and when formed and registered by the Promoters) on completion of work in the Apartment;
- 9.17.23. no work of interior decoration, renovation, furniture making or any other allied work shall be carried out between 6.00 PM till 10.00 AM, 01.00 PM till 3.00 PM and on the entire day on Sundays and public holidays in the Apartment and nuisance shall not be caused at any time to the occupiers of the other Premises in the Project Building and/or the Residential Building;
- 9.17.24. suitable arrangements shall be made by the Allottee/s for removal of debris. In case, debris are not removed, the Promoter or the Society(as and when formed and registered by the Promoters) shall do the same and debit Rs. 5,000/- (Rupees Five Thousand only) to the Allottee's account for each lorry trip for removal of debris, which the Allottee/s shall be liable to pay immediately on demand.
- 9.18. The Allottee/s further declare/s and undertake/s to sign, execute and register all the deeds, writing or documents etc. as may be required by the Promoters at any time hereafter for formation of the Society and to complete the process of handing over the Project Land and the Project Building in favour of the Society(as and when formed).
- 9.19. The Allottee/s agree/s and confirm/s that the Promoters/ Promoters' servants and agents and all persons authorised by the Promoters shall have full right and absolute authority to enter upon or

remain on the Project or the Project Building or the Residential Building or the Project Land for the purpose of carrying out and completing the development of and construction on the Project Land or the Project Building or the Residential Building in utilization of part/full Project FSI (present or future, as the case may be) including right to amend layout plan/s and/or scheme of development for which the Allottee/s have given the Promoters specific irrevocable consent.

9.20. Without prejudice to the Promoters' other rights under this Agreement and/or in law, the Allottee/s shall be liable to and shall at the option of the Promoters, pay to the Promoters, interest at the rate specified in the RERA Rules on all unpaid / delayed amounts which become due and payable by the Allottee's under this Agreement, from the date the said amount is/was payable by the Allottee's to the Promoters till the date of actual payment.

9.21. The representations, warranties and covenants stated in this article are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations, warranties and covenants both in his/her/their/its personal capacity, and as prospective member/s of the applicable Society. In the event of the Allottee/s committing any act in contravention of the provisions contained in this Article (9), the Allottee/s shall be responsible and liable for the consequences thereof to the Promoters / Society (as and when formed and registered by the Promoters), as the case may be / concerned local and/or other public Authorities.

## **ARTICLE 10 - REPRESENTATIONS OF THE PROMOTERS**

Subject to the disclosures made herein by the Promoters, and what is stated in the Report on Title, the Promoters hereby represent and undertake as follows:

10.1 The Co-Promoter has clear and marketable title with respect to the Project Land; as declared in the Report on Title annexed to this Agreement and the Promoter-Developer has the requisite rights

to carry out development upon the Project Land and the Promoters are in the actual, physical and legal possession of the Project Land for the implementation of the Project;

- 10.2 the Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall apply for all necessary Approvals from time to time in respect of the Project;
- 10.3 There are no encumbrances upon the Project Land or the Project except those disclosed in the Report on Title;
- 10.4 There are no litigations pending before any Court of law with respect to the Project Land or Project;
- 10.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Project Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land, Project Building and the Residential Building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Project Building, Residential Building and Common Areas & Amenities; Other than the Joint Development Agreement, the Promoters have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 10.6 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Apartment to the Allottee/s in the manner contemplated in this Agreement;

- 10.7 At the time of execution of the Deed of Conveyance of the Project Land and Residential Building to the Society, the Promoter-Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas & Amenities to the Society;
- 10.8 The Promoters have duly paid and shall continue to pay and discharge upto the issuance of Occupation Certificate undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;
- 10.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the Report on Title;

#### **ARTICLE 11 - SOCIETY; TRANSFER**

- 11.1 The Promoters, in their discretion, and subject to Force Majeure Event, intend as follows:
- 11.1.1 on or before the Project Completion, the Developer-Promoter shall initiate the process of applying for the formation and registration of the Society, to comprise, *inter alia*, the Allottee/s and other allottees/purchasers/owners of Premises in the Project and the Balance Project;
- 11.1.2 Pursuant to the Society being formed and registered in the manner provided above, the Co-Promoter shall convey and transfer the Project Land, and the Promoters shall convey

and transfer the Project Building and the Limited Common Areas & Amenities and the Wing D of the Balance Project together with the limited common areas and amenities attributable thereto, that is, the entire Residential Building together with the Common Area & Amenities by executing and registering the Deed of Conveyance in accordance with provisions of RERA, in respect of the Project Land, the Project Building and the Limited Common Areas & Amenities and the Wing D of the Balance Project together with the limited common areas and amenities attributable thereto, that is, the entire Residential Building and Common Areas & Amenities in favour of the Society and handover the charge and control of the Project and the Balance Project within 12 months of the happening of the following events:

- (a) the receipt of the full occupation certificate of the Project; and,
- (b) receipt of the entire purchase price, consideration and other charges, amounts and deposits by the Promoters from all such allottees/purchasers of the Premises;

11.1.3 It is specifically understood and agreed by and between the Parties hereto, as and by way of an essential and integral term and condition of this Agreement and the title to be created in pursuance hereof, that adequate provisions shall be made in the Deed of Conveyance and/or other documents to be executed in pursuance of this Agreement required by the Advocates and Solicitors of the Promoter-Developer, for the benefit and protection of all parties concerned.

11.2 The Promoters shall on or prior to execution and registration of the Deed of Conveyance in favour of the Society formed in respect of the Project and the Balance Project, make full, true and requisite disclosure of the nature of its title to the Project and the Balance Project as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.



- 11.3 The Allottee/s agree/s and confirm/s, personally and as prospective member/s of the Society, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Project Land, that is proposed to be transferred as provided in this Article, shall be at variance with, or may be less than, the area contemplated, or referred to herein, including by virtue of any reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the reservations being handed over and transferred to and/or acquisition of any portion of the Project Land by the Authorities, during the course of development of the Project Land, or for any other reason whatsoever. It is clarified that the aforesaid transfer excludes or is subject to: (i) any portions of the Project Land handed over to concerned Authorities or utility providers pursuant to any reservations, amenity space requirements, leases / transfers of utilities and/or otherwise, and, (ii) any encroached areas which will be transferred on an “as is where is basis”, as may be determined by the Promoters in their discretion.
- 11.4 Without prejudice to the generality of the foregoing provisions, the Promoters have put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted that the development of the Project upon the Project Land contemplates the utilization of the Project FSI as per Applicable Law. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Society (as and when formed and registered by the Promoters), shall not be entitled to raise any claim or dispute in respect thereof.
- 11.5 All the documents, writings, Deed of Conveyance etc., to be executed in as referred in this Article, and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Society formed in respect of the Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter-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 Promoters as the Promoters deem fit.

- 11.6 The Society to be formed and constituted in respect of the Project and the Balance Project, shall be known by such name as the Promoters may decide, which name shall not be changed by the Allottee/s, and/or any other purchasers/allottees/owners and/or the Society, without the prior written consent of the Promoters.
- 11.7 The Allottee/s shall co-operate with the Promoters and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Society to be formed and constituted in respect of the Project and the Balance Project and do all necessary acts and deeds, so as to enable the Promoter to register the Society.
- 11.8 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoters, the Society (as and when formed and registered by the Promoters) shall not issue and deliver a share certificate to the Allottee/s.
- 11.9 Without limitation all costs, charges and expenses in respect of the formation and registration of the Society, in respect of the Project and the Balance Project, shall be borne and paid by all the allottees, purchasers and transferees of all the Premises in the Project and the Balance Project, and the Promoters shall not 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 Promoters shall never be held responsible or liable for any delay in the formation and registration of the Society.

## **ARTICLE 12 – TERMINATION**

### **12.1 Termination By Promoters:**

12.1.1 The Allottee/s agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoters under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (12.1.2) hereinbelow.

12.1.2 If the Allottee/s commit/s an Allottee/s Event of Default, the Promoters shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Days prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Allottee/s Event of Default, to the satisfaction of the Promoters, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall forthwith *ipso facto* and automatically stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On the cancellation and termination as envisaged in this Article (12.1.2), the Allottee/s shall be liable to bear and pay the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination to the Promoters. In view thereof, the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination shall be deducted and appropriated by the Promoters from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoters, and the net balance thereof, if any, shall be paid to the Allottee/s (or at the sole option of the Promoters to the bank / financial institution / financier from whom the Allottee/s has/have availed of a housing loan) within thirty (30) Days of the execution and registration by the Parties hereto

of the Deed of Cancellation (in terms of a draft prepared by the Advocates and Solicitors of the Promoters) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoters in their sole discretion, and the Allottee/s shall comply with all other requirements of the Promoters as would be required for effective termination of this Agreement. It is agreed and clarified that other than the aforesaid amount, the Promoters shall not be liable to refund, bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages. It is agreed and clarified that if any part of the Liquidated Damages and the Other Reimbursements/Amounts Payable On Termination is not recoverable from the Purchase Price paid by the Allottee/s, the same shall be paid by Allottee/s to the Promoters within fifteen (15) Days from the aforesaid cancellation and termination along with Interest thereon till receipt of the aforesaid amount (including the accrued Interest) by the Promoters.

12.1.3 Notwithstanding anything contained herein the Promoters are entitled and hereby authorized to deduct all Taxes and statutory impositions that may have been paid by them to the concerned authorities by the Promoters in respect of each of the amounts/instalments paid by the Allottee/s under this Agreement.

12.1.4 The Allottee/s agree/s that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoters to deal with, allot, sell, or otherwise alienate, or dispose of the Apartment/s and the Vehicle-parking Spaces and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoters may deem and think fit in their absolute discretion and the Allottee/s shall not be entitled to question or raise any objection to the same or challenge such subsequent agreement/transaction or claim from the Promoters any amount

other than the refund of the amount actually paid by the Allottee/s to the Promoter and this Agreement shall be deemed to stand cancelled and the Allottee/s shall cease to have any right, title, interest, claim or demand of any nature whatsoever under this Agreement and/or against the Promoters.

12.1.5 No Interest shall be payable by the Promoters if the termination is due to any breach or default by the Allottee/s that is not cured despite issue by the Promoters of a notice of termination to him/her/them.

## 12.2 **Termination By Allottee**

12.2.1 If there is a delay or extension of the Date of Offer of Possession (save and except as provided herein), excluding on account of any Force Majeure Event, then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoters of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoters in their discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoters; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoters the aforesaid written notice no later than eight (8) Days from being notified in writing by the Promoters, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, the revised/extended Date of Offer of Possession, without any liability or obligation whatsoever on the part of the Promoters.

12.2.2 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (12.2.1) hereinabove, then the Promoters shall refund to the Allottee/s the Purchase Price installments, received and realised by the Promoters together with Interest from the date such payments were received and realized by the Promoters after deducting (i) Taxes paid/payable, and (ii) Interest payable by the Allottee/s on delayed payments, if any. In a situation of termination other than by virtue of Force Majeure Event, the Promoters shall additionally pay a one-time fixed pre-estimated liquidated damages equivalent to 10% of the Purchase Price of the Apartment/s (which the Parties consider to be reasonable, and not as a penalty), but no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoters) recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

12.3 It is agreed and confirmed by the Allottee/s that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (12.1.2) or (12.2.1) the following shall forthwith apply and bind the Allottee/s, that is:

12.3.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Vehicle-parking Space/s, under this Agreement and any related and incidental documents and writings, and the Promoters shall be fully and freely entitled, without any objection or obstruction, of or by Allottee/s, to allot and sell, deal with and/or otherwise encumber, alienate or dispose-of the same, to such person/s, in such manner, for

such consideration and on such terms and conditions as the Promoters deem fit, in their discretion;

12.3.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Apartment and/or the Vehicle-parking Space/s as a result of any increase in market price, or as a result of any accretion or improvement that may have been made or installed at the request of the Allottee/s, or otherwise arising howsoever; and,

12.3.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

### **ARTICLE 13– INSURANCE**

Upon Project Completion and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Developer-Promoter, to such extent, as they deems fit, in their discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees/purchasers/owners of the Premises at their own cost and liability.

### **ARTICLE 14 – INDEMNITY**

14.1. The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain

and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

14.2. The Allottee/s shall also be responsible for and shall indemnify and keep indemnified, the Promoters, from and against all damages, actions, claims, demands, costs, charges, expenses, penalty, prosecutions, proceedings relating to the Apartment or any part of the Project Building or to any person, due to any negligence or any act deed thing or omission made, done or occasioned by the Allottee/s or the servants, agents, licensees, invitees or visitors of the Allottee/s and/or any breach or non-observance by the Allottee/s of the Allottee/s representations, warranties and covenants which are to be observed and performed by the Allottee/s.

## **ARTICLE 15 - NO LIABILITY**

15.1 Neither the Promoters, nor any of the Promoters' Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

15.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to



the Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise howsoever;

15.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Project; and/or,

15.1.3 for the security, safekeeping and insurance, of the Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

## **ARTICLE 16 - GENERAL PROVISIONS**

### 16.1 Interest; Other Charges

Without prejudice to all the Promoters' rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoters, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoters, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoters, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

## 16.2 Allottee/s Obligation of Confidentiality

16.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoters, which may be granted, or refused, in the Promoters' discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

- (i). is required by Applicable Law to be disclosed;
- (ii). is required to be disclosed by any Authorities with relevant powers to which the Allottee/s is subject or submits;
- (iii). is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- (iv). is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

16.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s,

without the prior written permission of the Promoters, which permission may be refused by the Promoter, in its discretion.

### 16.3 Intellectual Property

16.3.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoters alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;

16.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoters, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

16.3.3 The Allottee/s shall immediately bring to the notice of the Promoters any improper or wrongful use or any unauthorized replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge.

### 16.4 Promoters Overriding And Paramount Right Over The Apartment and Vehicle-parking Space/s

16.4.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Apartment/s and the Vehicle-parking Space/s are, and continue to be, exclusively owned and held by the Promoters and is merely agreed to be allotted and sold herein, the Promoters shall always be and be deemed to have first, overriding and paramount charge and lien over the Apartment and the Vehicle-parking

Space/s in respect of all outstanding and unpaid Aggregate Payments payable by the Allottee/s to the Promoters.

16.4.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Project Land, including the Project, and/or the Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Apartment strictly upon and subject to the terms, conditions and provisions herein. The Project Land, the Project, the Common Areas & Amenities, are and shall always remain property of the Promoters until the transfer/s thereof, as provided in Article (11), and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Apartment hereby agreed to be allotted and sold, and the benefit of the use of the Vehicle-parking Space/s thereto as an amenity of the Project.

## 16.5 Notices

16.5.1 All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoters, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoters by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoters, respectively, as recorded herein:

### 16.5.1.1 To: Promoter-Developer

Messrs. Bachraj Developers  
Address: Bachraj Developers, D Block,  
1st floor, Shri Sitaram Sadan,

276 Shamaldas Gandhi Marg,  
Mumbai 400 002

E-mail: accounts@bachraj.com

16.5.1.2 To: Co-Promoter

Messrs. Dattakrupa Developers  
Address: Niwas', Veer Savarkar Marg,  
Virar (East), Thane 401 303

E-mail: akshaykondkar@gmail.com

16.5.1.3 To: Allottee/s:

**VISHAL A KHARSAMBLE & VISHAKHA VISHAL KHARSAMBLE**

**A/301 NISHAD SOCIETY , VIVA SWARGANGA CO MPLEX , AGASHI ROAD ,  
VIRAR WEST -401303**

16.5.2 It shall be the duty of the Allottee/s, and the Promoters, respectively, to inform the Parties hereto of any change in address subsequent to the execution of this Agreement in the addresses mentioned hereinabove by Registered Post failing which all communications and letters posted at the addresses mentioned hereinabove shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be:

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

## 16.6 Right of the Promoter

The Allottee/s hereby gives his/her/their express consent to the Promoters to raise any loan/s against the Project Land and/or any of the wings of the Project Building under construction /

constructed thereon (save and except the Apartment agreed to be acquired by the Allottee/s under this Agreement) and to mortgage the same with any Bank or Banks or any other Party.

#### 16.7 Waiver

16.7.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

16.7.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoters in whole or in part.

#### 16.8 Promoters' Rights Cumulative

The rights, powers, privileges and remedies of the Promoters under this Agreement, are and shall be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoters, as may be available under Applicable Law, or otherwise.

#### 16.9 Severability

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoters will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

#### 16.10 Entire Agreement

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

#### 16.11 Registration

The Promoters and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the concerned Office of the Sub-Registrar/Joint Sub-Registrar of Assurances, and admit execution hereof. If the Allottee/s fail/s

or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoters will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoters be liable to pay any penalty for their late attendance to complete the registration formalities.

#### 16.12 Binding Effect

Forwarding this Agreement to the Allottee/s by the Promoters do not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

#### 16.13 Costs

- 16.13.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement, and all related and incidental documents and writings, shall be borne and paid solely by the Allottee/s.



16.13.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc. arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is for the transfer and conveyance of the Project Land and Residential Building to the Society(as and when formed and registered by the Promoters) including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoters' Advocates & Solicitors and towards stamp duty and registration fees, shall be proportionately borne and paid by the Allottee/s and by the allottees/purchasers of Premises and/or the Society in respect of the Project and the Balance Project. The Promoters shall not be liable to bear and pay any such liabilities, or contribute towards the same.

#### 16.14 Successors and Assigns

16.14.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoters; and

16.14.2 The Promoters shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoters' Affiliates.

#### 16.15 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

#### 16.16 Dispute Resolution

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Real Estate Regulatory Authority as per the provisions of the RERA.

#### 16.17 Governing Law and Jurisdiction

This Agreement shall be governed in all respects by Applicable Law and subject to the terms and conditions herein, provisions of Article (16.16)(Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.

#### 16.18 Survival

This Article (16.18), Article (12) (Termination), Article (16.5) (Notices), Article (16.17) (Governing Law and Jurisdiction), Article (16.16) (Dispute Resolution) and Article (16.2) (Allottee/s Obligation of Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

## 16.19 Income Tax

As required by the Income Tax (Sixteenth Amendment) Rules, 1998:

- (i). the Permanent Account Number (PAN) allotted to Promoter-Developer is AAKFB3548C
- (ii). the Permanent Account Number (PAN) allotted to Co-Promoter is ABEFS7894M ,
- (iii). the Permanent Account Number (PAN) allotted to Allottee/s is/are AOUPK2050C & CPSPK5753F

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the Project Land)

ALL THAT piece or parcel of the land, situate, lying and being at village Dongare, Taluka Vasai, District Palghar and within the limits of the Municipal Corporation of City of Vasai Virar and bearing Survey No. 24B, Hissa No. 4, admeasuring 7200.50 Square Metres and which is flushed with red colour boundary line and which is bounded as follows:-

- On or towards the North by Hissa No. 3 out of Survey No. 24 B, being the 20 Metre Wide D.P. Road, running East-West;
- On or towards South by Survey No. 124 and 125 of village Bolinj.
- On or towards East by Survey No. 127 of village Bolinj
- On or towards West by Hissa Nos. 21, 18,17 and 16

**THE SECOND SCHEDULE ABOVE REFERED TO:**

(Description of the Apartment and Vehicle parking Space/s)

All that the proposed Flat/s bearing nos.1103, admeasuring approximately 51.68 square meters Carpet Area (as defined under RERA), on 11TH habitable floor in Wing C of the Project Building known as 'Bachraj Legend Wing ABC', together with Parking no.NA Vehicle parking Space/s as an amenity of the Project, in the Project known as "Bachraj Legend"

**Enclosed balcony/Utility area attached to the Apartment is approximately 0.00 square meters,**

**IN WITNESS WHEREOF**, the Parties hereto, have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

**SIGNED AND DELIVERED** by the within )  
named Promoter-Developer, **Messrs. Bachraj** )  
**Developers,**\_\_\_\_\_ **by its** )  
**authorized partner,** )  
**Mr. VIKAS D CHOPRA** )  
in the presence of ..... )

**SIGNED AND DELIVERED** for and on )  
behalf of the within named Co-Promoter )  
**Messrs. Dattakrupa Developers** by its duly )  
constituted attorney **Messrs. Bachraj** )  
**Developers,** through its authorized signatory, )  
**Mr. VIKAS D CHOPRA** in the presence of )  
.....

)  
**SIGNED AND DELIVERED** by the within )  
named **Allottee/s,** )  
**VISHAL A KHARSAMBLE &** )

**VISHAKHA VISHAL KHARSAMBLE**  
in the presence of .....

**Annexure 'J'**

**(Purchase Price)**

<b>Sr.</b>	<b>Time for Payment</b>	<b>Amount</b>
1	Booking Amount	1% <b>52598</b>
2	Within 15- 20 days of booking on agreement	9% Rs.473378/-
3	On or before the completion of the Plinth of the said Wing	15% Rs.788964/-
4	On or before the completion of the 1 <sup>st</sup> Slab of the said Wing	8% Rs.420781/-
5	On or before the completion of the 3 <sup>rd</sup> Slab of the said Wing	8% Rs.420781/-
6	On or before the completion of the 5 <sup>th</sup> Slab of the said Wing	8% Rs.420781/-
7	On or before the completion of the 7 <sup>th</sup> Slab of the said Wing	8% Rs.420781/-
8	On or before the completion of the 9 <sup>th</sup> Slab of the said Wing	8% Rs.420781 /-
9	On or before the completion of the 11 <sup>th</sup> Slab of the said Wing	5% Rs.262988/-
10	On or before the completion of the 13 <sup>th</sup> Slab of the said Wing	5% Rs.262988/-
11	On or before the completion of the 15 <sup>th</sup> Slab of the said Wing	5% Rs.262988/-
12	On or before the completion of the 17 <sup>th</sup> Slab of the said Wing	5% Rs.262988/-
13	On or before the completion of the 19 <sup>th</sup> Slab of the said Wing	5% Rs.262988/-
14	On or before the completion of the external plaster work of the said Wing	3% Rs.157793/-
15	On or before the completion of the flooring & tiling work of the said Wing	3% Rs.157793/-
16	On Date of Offer of Possession	4% Rs.210389/-
17	<b>Total</b>	100% <b>Rs.5259760/-</b>

## Annexure 'K'

(Other Charges & Deposits)

1. Rs. **700** /- towards non-refundable deposit for share money / application / entrance fee of the society;
2. Rs. **2520** /- for proportionate share of taxes etc.
3. Rs. **5000** /- towards non refundable deposit for formation and registration of the cooperative society & Organisation;
4. Rs. **10000** /- towards legal charges;
5. Rs. **25000** /- towards non refundable deposit towards installation of transformer & electric meter;
6. Rs. **20000** /- towards non refundable deposit towards water;
7. Rs. **146780** /- towards development charges;
8. Rs. \_\_\_\_\_ /- Towards Project Infra Cost.
9. A sum equivalent to 18 months advance maintenance, which sum shall be as stipulated by the Developer at the Date of Offer of Possession



**RECEIPT**

Received of and from the purchaser/s the sum of Rupees **473378/-** as and by way of booking amount

We Say Received

For M/s Bachraj Developers

(Partners)

