

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is made at Mumbai on \_\_\_\_ day \_\_\_\_\_, 20\_\_.

**PERSIPINA DEVELOPERS PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Olympia, Central Avenue, Hiranandani Gardens, Powai, Mumbai - 400076. hereinafter referred to as “**DEVELOPER**” (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the **ONE PART**;

And

Mr/Mrs/Miss/M/s **Urjita Sharma** and **Pratima Sharma** residing / having its address at **14 B Malayagiri Anushakti Nagar, Mumbai 400094**. and assessed to Income Tax under Permanent Account Number (PAN) **MOXPS4137P/DQGPS6325M** hereinafter referred to as "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual, such individual's heirs, executors and administrators and assigns; In case of a Partnership Firm, for the time being survivors or the last survivors of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and In case of a Company, its successors and permitted assigns) of the OTHER PART.

(The Developer and the Purchaser are hereinafter individually referred to as "Party" and collectively referred to as "Parties")

**WHEREAS: -**

- A. Pursuant to the E-Auction Sale Notice dated 19<sup>th</sup> August, 2014 published in Hindustan Times on 20<sup>th</sup> August, 2014, Punjab National Bank (PNB) conducted e- Auction under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act") and Rules made thereunder. Persipina Developers Private Limited the Developer herein has acquired the secured assets/property of all that piece and parcel of land, building, structure, installations, erection, fixture and fittings situated under the various survey nos. in Villages Barwai (Taluka Panvel), Bhorkapada (Taluka Panvel), Panshil (Taluka Khalapur), Ris (Taluka Khalapur), and Talegaon (Taluka Khalapur) District Raigad admeasuring 588.01 acres (hereinafter referred as "**the Entire Larger Land**") from PNB on 24<sup>th</sup> September 2014 under e-Auction.
- B. The Developer is constructing an Integrated Township Project (ITP) on the entire Larger Land in accordance with the applicable Laws prevailing or future policy/ies and amendments thereto/re-enactment thereof, from time to time to exploit maximum potential of the Larger Land.
- C. The Developer may acquire further tracts of additional land/s that are adjoining to the Larger Land with the intent of ultimately including such new additional lands to the layout of the Larger Land, subject to the necessary approvals being granted by the planning authority. As and when further lands are acquired by the Developer and development rights in respect whereof are also granted in favour of the Developer, such new lands shall, at the sole discretion of the Developer, be made a part of the Larger Land and further the Developer shall have full discretion without any recourse to person/s, society/limited company/apex body// Association of Person/federation including "Golden Willows" defined hereinbelow of any nature whatsoever to decrease/reduce the Larger Land/additional land parcel from the ITP with respect to the planning perspective and

development potential of the Multiple Sectors/Phases. Subsequent Multiple Sectors/Phases will be constructed at a later date and will be registered with RERA as separate Project/s at the sole discretion of the Developer.

- D. Punjab National Bank (PNB) issued a Sale Certificate dated 30<sup>th</sup> October, 2014 in favour of Persipina Developers Private Limited, the Developer herein, conveying the title of the Entire Larger Land (Land along with the structures therein). The Sale Certificate was registered on dated 26<sup>th</sup> April 2017 bearing serial no. 4437/2017 before the Sub-Assurances, Panvel-2.
- E. The Developer is absolutely seized and possessed of and well sufficiently entitled to the land bearing Survey Nos. 60/1 and 60/2. Pursuant to two (2) Sale Deeds dated 01st September 2020 registered before the Sub-Registrar of Assurances, Panvel bearing Serial Nos. 5221/2020 and 5222/2020 respectively, the Developer acquired the Survey Nos. 60/1 and 60/2 from Bharat Dattatrey Chalke and 2 others. Further Sindhubai Baliram Chavan alias Smt. Parvati executed two (2) Deeds of Confirmation dated 09-02-2020 and registered before the Sub-Registrar of Assurances, Panvel bearing Serial No. 2250/2021 and 2249/2021 respectively in favour of the Developer with respect to Survey Nos. 60/1 and 60/2.
- F. The Maharashtra State Road Development Corporation Ltd., (MSRDC) has approved the Master Layout for the Integrated Township Project (ITP) vide letter No. MSRDC/SAP/ITP-1/MASTER LAYOUT APPROVAL/2022/336 dated 4th March 2022 for approx. 175 Acres (hereinafter referred to as "**Master Layout**") out of total 588 Acres which may increase or decrease including but not limited thereto as required by the Developer and/or applicable laws and/or as per the policy/ies of ITP, amendment, enactment or otherwise.
- G. Under the terms of the policies applicable to ITP, the Developer is at liberty to change the land user of the Sectors as well as change the location of the Sectors under the Master Layout and/or of the Additional Land/s whilst ensuring that the allocation of the users is in consonance with the rules, regulations and policies related to ITP.
- H. It is clarified that the Developer shall be entitled, at its sole discretion, to add increase/decrease/alter/subtract/delete the entire/partial Additional Land/s to the Master Layout. The Developer intends to use the proposed Additional Land/s area for construction of subsequent Multiple Phases in the form of proposed residential building/s and/or commercial premises i.e. building/s and/or shops/offices/retail, amenities, utilities etc. By virtue thereof, the orientation, location, dimension, height, product mix in respect of the aforesaid proposed residential (high rise building/s) and/or commercial structure/s (high rise building/s and/or shops/offices/retail), amenities, utilities etc. forming part of Subsequent Multiple Phases shall be revised/changed.

- I. The Developer will be at liberty and entitled to revise the plans relating to the Subsequent Multiple Phases of the entire Larger Land and/or Master Layout/ and/or of Additional Land/s from time to time in such manner as the Developer may deem fit and proper.
- J. Further the Developer shall be entitled to develop the Subsequent Multiple Phases of the entire Larger Land and/or Master Layout/ and/or of Additional Land/s either by itself or through any other person or party. Further, with regards to the development of the Subsequent Multiple Phases of the entire Larger Land and/or Master Layout/ and/or of Additional Land/s, the Developer shall be at liberty to decide, at its sole discretion, the timelines related to commencement, construction and completion of such projects/buildings, the layout of the buildings, the height of buildings (whether to proceed with the present height or increase or decrease the same), size, dimensions and orientations of the flats, FSI utilization relating to the Project Land, in part or full. The Purchaser/s in the Project Land have, through this Agreement, been explained and put to notice of the aforesaid rights of the Developer.
- K. The Developer has proposed to construct a residential Building on all that piece and parcel of land more particularly described in the First Schedule hereunder written (hereinafter referred to as "**said Project Land**").
- L. The aforesaid residential Building named known as '**ZENIA**' will be having stilt/podium and upper floors more particularly described in the Second Schedule hereunder written (hereinafter referred to as '**said Building**').
- M. Real Estate Regulatory Authority (RERA) Registration Certificate for registering the said Building is Annexed hereto and marked as "**Annexure A**".
- N. Certificate of Title in respect of the said Project Land. Annexed hereto and marked as **Annexure "B"**.
- O. Key Approvals as sanctioned and approved by MSRDC/Local Authority are set out in **Annexure "C"**.
- P. The Developer has engaged the services of Architects and Structural Engineers for the preparation of the structural design and drawings of the said Building and the same shall be under the professional supervision of the Architect and the Structural Engineer as required under the byelaws of the local authorities for the time being in force till the completion of the said Project Land.
- Q. The Purchaser has also demanded from the Developer and the Developer has furnished/given to the Purchaser inspection and wherever applicable, copies of

documents relating to the title, plans, designs, and specifications prepared by the Developer's Architect Gunisha Sanyal and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the rules made thereunder.

- R. As per the provisions of the RERA Act, 2016 the Developer is required to execute a written Agreement for Sale in respect of said Flat in favour of the Purchaser, being in fact these presents and to register said Agreement under the Registration Act, 1908.
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell, and the Purchaser hereby agrees to purchase the said Flat from the Developer.

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

1. The above Recitals shall form an integral part of the operative portion of this agreement, as if the same are set out herein verbatim.
2. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser a Residential Flat along with unit of mechanical car parking/s space which is more particularly described in THIRD SCHEDULE hereunder written (hereinafter referred to as a said "Flat").
3. **AGREEMENT VALUE**
  - 3.1. The Agreement Value and the Payment Schedule is described in "Annexure D" hereunder.
  - 3.2. The Agreement Value excludes Taxes of all present or future (consisting of tax paid or payable by the Developer by way of GST, Cess, Construction Tax, and Cess or any other similar taxes which may be levied, in connection with the development on the said Project Land payable to the Developer) up to the date of handing over possession of the said Flat.
  - 3.3. The Agreement Value is escalation-free, save and except escalations/increases, due to increase in development charges payable to the competent authority and/or other increase in charges which may be levied or imposed now or in future by any Competent Authority / Local Bodies / Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies, imposed by the competent Authorities published / issued in that behalf to

that effect along with the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

- 3.4. The Developer shall confirm the final carpet area that has been sold to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be re-calculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit as per the RERA regulation then Developer shall refund the excess money paid by Purchaser within (45) forty-five days. If there is any increase in the carpet area allotted to the Purchaser, the Developer shall demand additional Agreement Value from the Purchaser as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
- 3.5. CHEQUE BOUNCING CHARGES: - The cheque issued by the Purchaser under this agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' then in that event the Purchaser shall be liable to pay an amount of Rs. 1,000/- to the Developer.
- 3.6. It is clarified that Agreement Value payment made by the Purchaser under this Agreement shall be appropriated by the Developer in the following manner: -
- a. Firstly, towards the Cheque Bouncing Charges in case of dishonor of any cheque issued by the Purchaser;
  - b. Secondly, towards interest due as on the date of payment of Agreement Value.

#### **4. MORTGAGE BY THE DEVELOPER**

This is to inform you that the developer has mortgaged and obtained Project finance on the Entire Larger Land, save and except survey no 60/1 and 60/2 at Village Bhokarpada (Taluka Panvel), District Raigad on terms and conditions of the loan availed from SBI, PNB HFL and Axis Bank vide Loan Agreements dated 17.07.2017, 28.04.2017 and 05.10.2016 and the Deeds of Modification dated 23rd August 2019 vide documents bearing Serial No 9239 of 2019 and Serial No. 9240 of 2019 at Panvel 5. The Lenders (SBI, Axis Bank and PNB HFL) have appointed Axis Trustee Services Limited to act on their behalf. Therefore, entire movable Fixed and Current assets (including Cash Flows / future receivables, book debts corresponding to area sold / unsold) of project (Present and Future) in the said Project stand hypothecated / charged to Axis Trustee Services Limited".

All further payments shall be made in the Escrow Account as per the details provided by the Developer in the Demand Letter. The Developer may change the details of the Account at any time and shall inform the Purchaser of any such change in writing.

The Developer is free to mortgage the said Project Land either separately and / or as part of the Entire Larger Land which includes said Project Land, against loan / funding of any type and from whomsoever and that the Purchaser will not have nor raise any objection in respect thereof.

## 5. CONSTRUCTION AND DEVELOPMENT

- 5.1. The Developer shall, subject to the terms hereof, construct the said Building in accordance with the Key Approvals and or, plans and amendments thereto as approved by the relevant authorities. The Developer hereby agree to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by the concerned local Authority/MSRDC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s obtain from the concerned local authority occupation and/or completion certificate/s in respect of the said Flat.
- 5.2. The Developer has obtained the key approvals for the 9 (Nine) buildings which comprises of namely Acacia, Iris Orchid, Mayflower Marigold, Lavender, Aster, Jasmine and Zenia (hereinafter referred to as "**Golden Willows**"). The Purchaser is aware and therefore confirms that the Developer has obtained Key Approvals and amendment to Key Approvals will be obtained by the Developer from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise any objection in that regard and confirms that the Developer has given full and complete disclosure about the amendment thereto to the Key Approvals under this clause and the Purchaser ratifies the same.
- 5.3. The Developer hereby declares that the Floor Space Index available as on date in respect of the said Project land / building is 22598.95 square meters only.
- 5.4. Time is the essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the said Project Land and handing over the said Flat to the Purchaser and handing over the common area's amenities and facilities to the Association of Person/Federation after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment as per the demand letters and other charges/dues payable by him/her/them under the Agreement.

## **6. MORTGAGE BY THE PURCHASER**

- 6.1. It is hereby further expressly agreed that notwithstanding that if the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Agreement Value or part thereof in respect of the said Flat to the Developer mortgaged/mortgage the said Flat with such Banks/Financial Institutions (which is to be subject to issuance by the Developer of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the payment of Agreement Value or the part thereof and/or the other charges/amounts payable under this Agreement as and when demanded. Further, the Developer shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser.
- 6.2. The Purchaser shall indemnify and keep indemnified the Developer and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the loan in respect of the said Flat.

## **7. CAR PARKING SPACE**

- 7.1. The Purchaser is aware that the Developer has in the like manner allocated and shall be allocating other car parking spaces in the Basement/ Stilt / Podiums/ Mechanised to several Purchasers of the Flats in the buildings to be constructed in the Golden Willows including the said Building and undertakes not to raise any objection in that regard. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/her/they for the purpose of the parking of car only, and not otherwise. The Purchaser hereby further warrants and confirms that the Purchaser shall upon formation of the Society/ Association of Person/federation and/or Conveyance Deed, as contemplated herein, cause such Society/ Association of Person/federation to confirm and ratify and shall not and/or shall cause the Society/ Association of Person/federation not to alter or change the allocation of car parking spaces in the manner allocated to the Purchaser herein of the said Flat in the said Building and other buildings in Golden Willows.

## **8. REGISTRATION**

The Purchaser shall immediately after execution of this Agreement, at his/her/their/its own cost and expenses lodge the same for the registration with the Sub-Registrar of Assurances at Panvel within the time limit prescribed by the Registration Act, 1908 and



the representative of the Developer will attend such office and admit execution thereof. However, the Developer shall not be responsible or liable for any delay or default in such registration.

## 9. POSSESSION

- 9.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the other charges/dues and amounts including the Agreement Value mentioned under this Agreement, the Developer shall endeavour to provide the said Flat to the Purchaser on 30<sup>th</sup> June 2030 and the RERA Completion date mentioned on the RERA Website is 31<sup>st</sup> December 2031.
- 9.2. The Developer shall inform and intimate in writing about the receipt of the Occupation Certificate, within Seven (7) days of receipt of the same.
- 9.3. The Developer, after intimating about the receipt of Occupation Certificate issue Possession Demand Letter (PDL) to the Purchaser requiring it to make all other charges/payment/amounts/dues mentioned under this Agreement including the balance Agreement Value, within 15 days (fifteen days) from the date of PDL.
- 9.4. On receipt of the Agreement Value and all other charges/payments/amounts/dues mentioned as per the terms of this Agreement and PDL, the Developer shall offer possession of the said Flat to the Purchaser to be taken within three (3) months from the date of said offer.
- 9.5. In the event the Purchaser fails to make the payment of Agreement Value and all other charges/payments/ amounts/dues as mentioned above and under this Agreement within 15 days, then in that event the Purchaser shall be liable to pay interest as mentioned in the PDL, without prejudice to any other remedies available to the Developer, including termination of this Agreement.
- 9.6. The Purchaser shall take possession of the said Flat within 3 (three months) from the date of issue of such PDL by executing necessary indemnities, declarations, undertakings and such other documentation as prescribed and required by the Developer.
- 9.7. In the event the Purchaser fails and or neglects to take possession of the said Flat within 3 months from the date of the PDL, the Purchaser shall be liable to pay demurrage charges to the Developer of ₹10,000/- (Rupees Ten Thousand only) per month from the expiry of the aforesaid 3 months along with Interest as mentioned in 9.5 above till such time the Purchaser takes the possession of the said Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the said Flat on the expiry of 3 months from the date of the PDL and the Purchaser shall alone be responsible/liable in respect of

any loss or damage that may be caused to the said Flat. Further the Purchaser shall be liable and responsible to pay the charges as mentioned in Clause 16 and shall continue to be liable to pay maintenance charges as mentioned under this Agreement.

- 9.8. Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –
- (i) war, civil commotion or act of God ;
  - (ii) any notice, order, rule, notification of the Government and/ or other public or competent authority.

#### 10. DEFAULT AND TERMINATION/CANCELLATION

10.1. In the event the Purchaser commits: -

- (a) default in payment of Agreement Value and all other charges payments/ amounts/dues payable under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and/or breach of any of the terms and conditions herein contained, the Purchaser agrees to pay to the Developer interest per annum which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% on all the other charges payments/ amounts/dues including the Agreement Value or any part thereof under the terms of this Agreement from the date, it becoming due and payable by the Purchaser to the Developer, till the date of realization of such payments.
- (b) Without prejudice to the right of the Developer to charge interest in terms of sub-clause 10.1(a) above and on the Purchaser committing default in making payment of Agreement Value on due dates (in view of the demand letter/s as per payment schedule mentioned in **Annexure "D"**) to the Developer (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and the Purchaser committing three (3) defaults then the Developer shall have option to terminate this Agreement:

Provided that, Developer shall give termination notice of Fifteen (15) days in writing to the Purchaser of its intention to terminate this Agreement. If the Purchaser fails to rectify/cure the breach/s mentioned by the Developer within the termination notice period then in that event at the expiry of such notice period, the Developer may terminate this Agreement. Such termination Notice served on the Purchaser/s shall be considered as deemed to have been duly served by the Developer to the Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund without any interest, compensation or claim, damage, charges, and

expenses within a period of (45) Forty Five days from the date of termination. (Subject to the adjustment of an amount equivalent to 10% of total consideration amount towards liquidated damages and executing and registering Deed of Cancellation of the Agreement with the Developer before the Sub-Registrar of Assurances, Panvel.

In addition, the Purchaser shall also be liable to pay brokerage paid (if any) and interest if any on the defaulted instalments, in the manner as provided herein in this Agreement. The amount of refund shall be accepted by the Purchaser/s in full satisfaction of all his/her/their/its claim under this Agreement and/or the said Flat and the Car Parking Spaces.

- (c) In the event this Agreement is terminated, the Purchaser shall cease to have right of any nature whatsoever either in respect of the said Flat and car parking space/s or against the Developer, and the Developer shall be entitled to deal with and/or dispose of the said Flat and allocate the car parking space/s in the manner the Developer deem fit and proper.

## **11. DEFECT LIABILITY**

11.1. If within a period of Five (5) years from the date of offer of possession demand letter (PDL) of the said Flat to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the flat on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

11.2. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of default and/or negligence on the part of the Purchaser/s in the said Flat or acts of third party/ies (including the family members, servants, occupants, vendor, contractor, licensees of such Purchaser/s) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided or on account of any force majeure event, including on account of any repairs/redecoration/any other work undertaken by the Purchaser/s in the said Flat. The Purchaser/s is/are aware any change(s), alteration(s), including breaking of walls or any structural members or the construction of any new wall or structural members may adversely impact the said Building at various places or in its entirety and hence any change(s) or alteration(s) mentioned hereinabove will result in immediate seizing of the Developer's obligation to rectify any defect or compensate for the same as mentioned in this clause and the Purchaser/s shall have no claim of whatsoever nature against the Developer in this regard.

## 12. FORMATION OF SOCIETY

12.1. The Purchaser along with other purchaser(s) of Flats in the said Building shall join in forming and registering the Housing Society 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, and duly fill in, sign and return to the Developer within 7 (Seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Society of the Purchaser/s. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft byelaws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

12.2. A **Zenia** Co-operative Housing Society is to be constituted for a said building, the Developer shall submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act 1960 within 3 months from the date on which 51% of the total number of the Purchaser/s in said building have booked their Flat. The society shall take over the complete and entire operations from the Developer within 3 months from the date of Occupation Certificate and /or the formation of the Society i.e. Registration Certificate issued by the concerned authority whichever is later.

12.3. The Developer shall, within three (3) months of registration of the Society commence the process of Deed of Conveyance in favour of the Society (Building Conveyance) in respect of the Structure of the said Building along with the FSI consumed in the said Building excluding basement, stilt parking and podium. The Developer and the Society shall form a Association of Person/Federation of all the Buildings in Golden Willows for the operation, management and maintenance of common areas, amenities and facilities including garden and facility below the building and the same shall be maintained, operated and managed by the Federation subject to the rights of the Developer (i) to dispose of the unsold Flats (and allot the unallotted parking/s) and receive the entire agreement value against the same (II) to use, at its discretion, all internal roads and all the common areas, facilities, amenities and services in the process of future development of buildings in Golden Willows/ITP/Master layout of entire larger land/or additional land. It is agreed and confirmed by the Purchaser that the Purchaser shall without fail join and co-operate in the formation of Building Conveyance and for this purpose also from time to time sign and execute the application for registration and the other papers and documents necessary for the formation and registration of the Building Conveyance so as to enable the Developer to register the Building Conveyance of the Purchaser/s of the Said Building as per the RERA rules and regulations. In case the Purchaser or the Society fails to cooperate with the Developer to execute and register the Deed of Structure Conveyance then in that event

the Developer shall not be held liable or responsible under RERA rules and regulations for non-execution and registration of Structure Conveyance.

12.4. Within three (3) months from the date of registration of Conveyance of the Structure (Building Conveyance) of last building/s in ITP/Master layout of entire larger land/or additional land, the Developer shall commence the process of Deed of Conveyance (Federation Conveyance) in respect of entire, undivided or inseparable land underneath all the buildings of **"Golden Willows"** jointly along with all the common areas, Building amenities and facilities including basement, stilt and podium subject to and excluding the Structure/s/Building/s Conveyance and also subject to right of the Developer (i) to dispose of the unsold Flats and parking/s and receive entire agreement value, other charge/payments/amounts/dues from the Purchasers (ii) to use all internal roads for future development in Golden Willows/ ITP/Master layout of entire larger land/or additional land. It is agreed and confirmed by the Purchaser that the Purchaser shall without fails join and co-operate in the formation of Federation Conveyance and for this purpose also from time to time sign and execute the application for registration and the other papers and documents necessary for the formation and registration of the Federation Conveyance so as to enable the Developer to register the Federation Conveyance of the Purchaser/s of the Said Building as per the RERA rules and regulations. In case the Purchaser or the Society/ies fails to cooperate with the Developer to execute and register the Deed of Federation Conveyance then in that event the Developer shall not be held liable or responsible under RERA rules and regulations for non-execution and registration of Federation Conveyance.

12.5. At the time of registration of Society/Structure Conveyance deed and Federation Conveyance Deed as mentioned hereinabove, the Purchaser shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, by the said Society/Federation on these Conveyance deeds or any document to be executed in favour of the Society and Federation respectively.

### **13. TELECOMMUNICATION AND HOARDING RIGHTS**

13.1. The Developer hereby reserves its right to allow Telecommunication Companies to use the open spaces, or top terrace or any other portion of the said building and/or the said Project Land, in such manner, as it may deem fit and proper including installation of its machinery, etc. The said right shall continue to subsist even after execution of conveyance deed of the said Project Land in favour of the Federation/Apex Body. If any municipal rates, taxes, cesses, assessments are imposed on the said Project Land due to such installations of machinery by telecommunication company put up on the open spaces or terraces or any other portion of the said Project Land, the same shall be borne and paid wholly by the Developer and/or the

holders of such rights. The Developer and/or the holders of such rights shall be exclusively entitled to the income and profits that may be derived by way of consideration, rent/compensation or in any other form received from Telecommunication Company or from any one on account of installation of any machinery as aforesaid at any time hereafter. The Purchaser will not object to the same for any reason whatsoever and shall allow the Developer, its nominees, agents, servants, contractors, etc., to enter into the said Flat, for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery installed, the advertisement and/or hoardings installed. The Developer shall be entitled to transfer or assign or license such right to any person/s whom it may deem fit (hereinafter referred to as "the holder of such rights") and the Purchaser or the Federation/Apex Body shall not raise any objection thereto.

13.2. The Developer will, at all times, be entitled to install the logs and/or name boards and/or put advertisements boards/hoarding etc. of the Developer and/or its Group Companies (hereinafter referred to as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the said building therein including, on open space/s, the terraces of the said building and/or any parts of the said building, it so desires at its own costs and expenses. The Developer and/or its Group Companies will not be liable to make any payment of any nature to the Federation/Apex Body in respect of the said displays.

13.3. The Developer and the occupant/s of the various flats in the buildings and the Society/Limited Company/Body Corporate, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Developer and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain, repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of the said building for ingress or egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Deed of Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser expressly consents to the same.

13.4. The Developer has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Project Land or the said building being constructed thereon or any part thereof and to receive and appropriate for its own use and benefit, the fees, compensation or charges in respect thereof. The Purchaser shall not obstruct or interfere with the said rights of the Developer in any manner whatsoever.

#### **14. FACILITY MANAGEMENT COMPANY**

The Purchaser is aware that the Developer shall appoint a Facility Management Company (FMC) to manage the said Building and all the Buildings to be constructed in Golden Willows and/or the said Project Land and/or the infrastructure facilities/amenities and/or provide services to all the Flat Purchaser/s. The Purchaser alongwith the other Purchasers of said Building and said Project Land shall be entitled to avail of the services to provide or arranged to be provided by or through the FMC. The FMC will be appointed by the Developer in consideration of the Purchaser making payment of all direct costs, (including all manpower and overhead costs) with a margin of **15%** or as negotiated at that time on such costs and all applicable taxes to the Developer/FMC. Such costs that may be claimed by the Developer/FMC shall be to the account of and borne by the Purchasers of the Flats in the said Building. These costs shall be shared by all such Purchasers on pro-rata basis determined by the Developer and/or FMC. The Purchaser agrees and undertakes to cause the society/federation to be bound by the rules and regulations that may be framed by the Developer/FMC.

#### **15. COMMON AREAS AMENITIES AND FACILITIES**

- 15.1. The amenities and facilities to be provided in the said Flat is more particularly mentioned in the Fifth Schedule.
- 15.2. The common areas, amenities, and facilities to be provided in the said Building is more particularly mentioned in Sixth Schedule.
- 15.3. Further the Developer proposes to construct an amenity under the said Building for the enjoyment and benefit of all the Purchaser/s in all the buildings of Golden Willows. It is agreed by the Purchaser/s and the Purchaser gives his /her/ their consent to all the other Flat purchasers of the buildings to be constructed in Golden Willows, to avail the benefit of such amenity anytime and every time and the Purchaser shall not raise any objection/obstruction anytime in future.
- 15.4. Further, it is also agreed by and between the parties that such amenity under the said Building shall be all time deemed to be considered as common areas, amenities, and facilities for the enjoyment of all Flat Purchaser/s in the said building including the Flat Purchaser/s of the buildings to be constructed in Golden Willows. Such amenity along with the other common areas amenities and facilities mentioned in "Sixth Schedule" shall be handed over to the Federation of the Societies of all the buildings to be constructed in Golden Willows, by executing Federation Conveyance Deed.

15.5. The Purchaser/s agrees declare and confirms that the common areas amenities and facilities will be used, shared and maintained in common by the Purchaser/s of all the residential buildings in Golden Willows.

**16. CONTRIBUTION, CHARGES AND EXPENSES PAYABLE BY THE PURCHASER IN THE FOLLOWING MANNER: -**

16.1. ON ISSUANCE OF POSSESSION DEMAND LETTER\_: - The Purchaser shall on issuance of Possession Demand Letter pay in addition to the Agreement Value, Other Charges which is more particularly described in “**Annexure E**” hereunder within a period of fifteen (15) days from the date of Possession Demand Letter.

**16.2 BUILDING MAINTENANCE CHARGES (BCAM) AND FEDERATION COMMON AREA MAINTENANCE CHARGES (FCAM): -**

Building common area maintenance (BCAM) includes the following, , but not limited to - Building related facilities are Lifts, Rooftop solar, Building fire alarm and fire hydrant system, Building Electrical panels /DB's and Lighting fixtures /spares, Building plumbing and drainage system , Building water tanks ( Underground and Overhead), Building domestic and flushing pumps ,Building exhaust system, Building facility management team etc . It is agreed by the Purchaser that the BCAM is paid by the Purchaser as an Adhoc amount for the period of 12 months and in case if the adhoc amount utilized by the Developer during the period of 12 months and it get exhausted and utilized before the expiry of 12 months then in that event the Purchaser shall pay for the differential amount for that particular month/s to the Developer. Further after the exhaustion of 12 months the Developer shall raise the invoice for BCAM either on a monthly or quarterly basis to the Purchaser and Purchaser agrees and confirms to pay the same on time without any demur and default to the Developer.

Federation common area maintenance (FCAM) includes the following, but not limited to Local taxes, betterment charges, Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, development charges, street lights, passages, gas pipelines, drainage lines, sewerage lines or such other levies by the MSRDC insurance, common lights, maintenance charges, maintenance of stilt, basement, podium, open area, common areas and amenities and facilities, STP, Master Control Room, Fire Fighting System Pump Rooms, Fire Fighting System, STP, DG System, OWC, Solar Hot Water System, Ventilation and Pressurization System Domestic and Flushing Water System, Electrical Power Distribution, Irrigation System, Open Common area, Covered Common area, etc. The Purchaser/s shall be liable to bear and pay such contribution/maintenance charges/outgoings whether the Purchaser/s has/have taken possession of the said Flat from the Developer. The amounts so paid by the Purchaser to



the Developer shall not carry any interest and remain with the Developer. It is agreed by the Purchaser that the FCAM is paid by the Purchaser as an Adhoc amount for the period of 24 months and in case if the adhoc amount utilized by the Developer during the period of 24 months and it get exhausted and utilized before the expiry of 24 months then in that event the Purchaser shall pay for the differential amount for that particular month/s to the Developer. Further after the exhaustion of 24 months the Developer shall raise the invoice for FCAM either on a monthly or quarterly basis to the Purchaser and Purchaser agrees and confirms to pay the same on time without any demur and default to the Developer.

BCAM and FCAM are more particularly described in “**Annexure E**” hereunder

16.3 PROPERTY TAX - The Property tax as determined from to time shall be paid by the Purchaser from the date of Occupation Certificate on and before 30th April of each financial year, based on the estimate provided by the Developer/local authority which shall be provided by the Developer based on the demand raised by the local authority.

#### 16.4 TOWNSHIP MAINTENANCE CHARGES PAYABLE TILL PERPERTUITY

Initially for a period of Three (3) years the Purchaser shall be obliged to pay interest free advance estimated cost and the same shall be paid within 15 days by the Purchaser from the date of the issuance of Demand Possession Letter to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other common areas amenities and facilities which the Developer provides in “Hiranandani Fortune City” (HFC). After the expiry of 3 years the Purchaser shall be obliged to continue to pay the first week of every quarter the Township Maintenance Charges to the Developer as per the rates prevailing at that time.

17. **RIGHT OF WAY:** - The Developer reserve to itself the right to the full, free and complete right of way and means of access in the “Hiranandani Fortune City” including the said Project Land and Golden Willows for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of “Hiranandani Fortune City”. The Developer shall have access to the Project Land and/or Additional Land/s together with all the internal roads and public access roads till such time the entire Larger Land including the Master Layout and/or Additional Land/s as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects.

18. The developer will be constructing a Club House, which will be common for all the residents of Hiranandani Fortune City (Township) (present and future residents who will purchase the

flats as per phase wise development of land parcel acquired and to be acquired by the Developer) their guests (as per the Club House policy) and in order to avail the services of the Club House the Purchaser shall pay the club usage charges which will be determined by the Developer / FMC.

19. The said Project landforms part of "Integrated Township Project" and the Purchaser has been informed and is aware that the Project has been developed under the provisions of Integrated Township project which has provision for Global FSI and the master layout has been sanctioned, on the basis of which the Developer shall develop the master layout in multiple phases.

**20. FLOOR SPACE INDEX (FSI) :-**

20.1 The Purchaser has been informed that the FSI proposed to be consumed in the Phases may not be proportionate to the area of the said Project Land on which it is being constructed in proportion to the total area of the master layout taking into account the FSI to be utilized for the several buildings to be constructed thereon. The Developer in is the/will be sole discretion, may allocate such buildable FSI for each of the buildings being constructed as per the master layout as it thinks fit and proper and the Purchaser shall not claim, any additional FSI or buildable area in respect of each of the building on the said Project Land save and except the FSI allocated in clause 5 (5.3) above.

20.2 The intent of the Developer is to construct the entire Larger Land and /or Master Layout and/or Additional Land/s as an ITP and /or any such policy/ies as may required by the Developer. By reason thereof, a single layout plan of a Master Layout has been sanctioned. The FSI/development potential, of the entire Larger Land and /or Master Layout and /or additional Land/s is available to the Developer for exploitation. The Developer has, however, for the sake of ease in construction and better administration, taken steps to develop the entire Larger Land and/or Master layout and/or Additional Land/s in the form of Phases/Sectors, the Project Land being one of them. Whilst in strict terms the FSI/development potential of the Project Land would be lesser than what has been sanctioned and is reflected on the sanctioned plans related to the Master Layout, the Developer has been permitted by the Planning Authority/ies/by enactment of Law to construct a higher potential on the Master Layout since the development potential of the entire Larger Land and/or Master Layout and /or Additional Land/s is treated under the concept of global FSI. In light of the aforesaid factual position and inherent right of the Developer, the Developer is at liberty to alter the development potential that the Developer is intending to exploit on the Master Layout. The Developer is thus entitled to alter the plans relating to the Master Layout to the extent of altering the development potential/FSI

that the Developer shall exploit during construction of subsequent Multiple Phases of entire Larger Project and /or Master Layout and/Additional Land/s in respect thereof. In furtherance to the aforesaid, considering that the concept of global FSI is applicable to the entire Larger Land and/or Master layout and/or Additional Land/s, any increase in FSI relating to the entire Larger Land and/or Master Layout and/or Additional Land/s shall belong to the Developer, if permitted under law, and the Developer shall be entitled to exploit it whilst constructing the other Phases/Sectors on the entire Larger Land and/or Master Layout and/or Additional Land/s. This right of the Promoter shall prevail and not be disputed by the Purchaser/s till such time the entire Township is constructed and completed entirely in all respects by the Developer.

- 20.3 The Developer alone is entitled to utilize and deal with all the development potential Global FSI of the master layout and/or additional Land/s including the existing and future FSI and/or transferable development rights (TDR) heretofore sanctioned or as may be sanctioned and shall be entitled to use any or all such FSI and/or TDR for construction of the buildings and development of facilities and/or amenities on any part of the master layout and/or additional land/s or elsewhere in such manner as the Developer deem fit and proper and at its sole discretion.
- 20.4 The Developer alone shall be entitled to freely deal with other phases comprised in the master layout and/or additional land/s (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer feels fit, the Developer may also sell/transfer its stake in the other phases to any other person/s. the Purchaser have entered in this Agreement knowing fully well of the scheme of Integrated Township Project to be carried out by the Developer as per the master layout and/or additional land/s and shall not raise any objection in respect thereof.
- 20.5 Neither the Purchaser herein nor any of the other purchasers of the flats in the buildings constructed or to be constructed on the master layout and/or additional land/s including the said Project Land nor the society/limited company/apex body/ies/Federation to be formed of purchasers in such buildings including the said Project Land shall be entitled to claim any FSI and /or TDR howsoever available in the master layout and/or additional land/s. All FSI and/or TDR at any time available in the master layout shall always belong absolutely to the Developer till the development of the entire master layout and/or additional land/s is completed by the Developer.
- 20.6 The unutilized /residual FSI (including accretions/enhancement due to change in law or otherwise) in respect of the said master layout and/or additional land/s shall always be available to and shall always be for the benefit of the Developer and the Developer shall

have the right to deal/use the FSI/TDR as it may deem fit, without any objection/interference from the purchaser/society/limited company/apex body/ies/federation. In the event of any additional FSI in respect of the Project land and master layout and/or additional land/s or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI.

- 20.7 The Developer shall always have a right to get the benefit of FSI, basic balance FSI, additional FSI, Fungible FSI, floating FSI, premium FSI, Ancillary FSI, incentive FSI, TDR, TOD, DRC any additional development rights or any enhancement FSI or any of balance FSI that they may be entitled to in future for construction as per the master layout and/or additional land/s, amend layout and also to put up additional structures/buildings as may be permitted by the authorities.
- 20.8 It is also agreed by the purchaser herein that after the formation of the society/limited company/apex body/ies /federation of the purchasers, the Developer if permitted by the competent authority, shall be entitled to utilize further development potential (including any type of benefits of FSI, Basic balance FSI, additional FSI, Fungible FSI, floating FSI, premium FSI, Ancillary FSI, incentive FSI, TDR, TOD, DRC any additional development rights or any enhancement FSI or any of balance FSI) by putting up further construction on the said Project Land and shall thereby continue to retain full right and authority to develop the said Project Land and master layout and/or additional land/s and shall thereby continue to retain full right and authority to develop the said Project Land and to utilize the entire FSI and/or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.
- 20.9 The Developer shall be entitled to consume such FSI as may be available in respect of the said project land and master layout and/or additional land/s or any part thereof at present and for all times in future, including TDR generated from outside and also including on account of change in the status of DP Plan, rules, regulations and bye/laws governing the FSI as also the FSI on account or due to any reason whatsoever, including on account of handing over to the Government or the local body any such additional or increased FSI.
- 20.10 The developer shall be entitled to consume additional and / or balance FSI now available or which may hereafter become available, at any point of time under D. C. rules/UDCPR or by reasons of any special concession being granted by the MSRDC,

SPA or any other authorities FSI or TDR available in lieu of any acquisition or requisition or reservation or D. P. road set back, reservations slum, heritage, EWS , LIG, Social Housing, Affordable Housing etc, and shall also be entitled to receive any benefit including monetary benefit or compensation as may be payable by the authorities or any other person in such respects.

- 20.11 The purchaser by himself / itself / themselves and / or as a member of the Society/limited company/apex body/ies/federation shall not raise any claim, demand, objection or hindrance to the use and consumption and disposal of the said FSI and / or TDR or any such building /s constructed by utilizing such FSI and / or TDR at any time hereafter in any manner whatsoever;
- 20.12 The Developer shall be constructing residential apartment and commercial premises, Amenities, utilities i.e. building/s, shops/offices, Retail, School, Townhall, Club House, Health Care etc on the remaining Sectors of entire Larger Land and/or master layout and/or Additional Land/s by utilizing further FSI that shall be capable of being loaded on the Sectors/Phases of entire Larger Land and/or master layout and/or Additional Land/s including but not limited to the FSI that shall be capable of being developed by virtue of the addition of the Additional Land/s. It is clarified that the being an ITP Project, township is capable of consuming floating/global FSI on any of its sectors/phases and by virtue thereof, the Developer shall be at liberty to load further or reduce FSI and develop the Remaining Sectors. The Developer shall be applying from time to time for all such revisions as may be required under the ITP policy in order to accommodate the existing as well as additional FSI.
- 20.13 The Developer has further informed the Purchaser/s and the Purchaser/s hereby agrees and acknowledges that the right to amend any plan in respect of the entire Larger Land and/or Master Layout and /or Additional Land/s shall lie solely with the Developer and the Purchaser/s shall have no right of any nature whatsoever in the remaining development potential of the said entire Larger Land and/or Master Layout and /or Land/s. Further the Developer shall be entitled to the benefits arising out of the aforesaid grant and the Purchaser/s shall not be entitled to the same and shall not claim any right of whatsoever nature to the same.
- 20.14 The Common Areas and Amenities, including the club house and amenities provided on the podium level, on the Larger Land and/or Additional Land/s are developed in sectors/phases by the Developer and the Society and the members of the Society/limited company/apex body/ies/ federation including the purchasers of said Project Land shall not raise any objection of any nature whatsoever in respect thereof.

## **21. TAXES, LEVIES AND CHARGES**

21.1. The Purchaser agrees that all levies and/or of taxes and/or assignments and/or charges of any nature whatsoever (present or future), including but not limited, VAT, GST, Labour Cess, Stamp Duty, Registration Charges as are or may be applicable and/or payable hereunder or in respect of the said Flat or otherwise shall: -

21.1.1. Be solely and exclusively borne and paid by the Purchaser; and

21.1.2. Be exclusively of and in addition to the Agreement Value.

21.1.3. It is, however, clarified that the property tax in respect of the said Flat shall be borne and paid by the Purchaser only from the date of Occupation Certificate.

21.1.4. The Purchaser shall deduct and deposit 1% (presently and such rates on the date of deduction) per cent Tax deduction at Source (TDS) in the manner as provided under Income Tax Act along with the payment of each instalment with Government of India and the same shall be evidenced by the Purchaser(s) by providing to the Developer the duly stamped copy of Challan cum Statement "Form No.16B" or any other form as may be prescribed from time to time.

## **22. INTERIOR WORKS**

- (a) The Purchaser shall after taking Possession carry out renovation/interior works in the said Flat.
- (b) Before carrying out the interior works in the said Flat, the Purchaser(s) should give Developer in writing, the details of the nature of interior works to be carried out and take Developer's written permission for the same along with plan.
- (c) Developer will have a right to inspect and satisfy about the nature of interior works during the execution of the said works and thereafter. If during such inspection Developer find that the nature of such works will be harmful to the said Building or to the owners of other Flats, then Developer shall have the right to stop such interior works.
- (d) The Purchaser(s) shall ensure that no portion of his/her/their floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat whereby any floor below or above develops cracks or leaks.
- (e) The Purchaser(s) will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by Developer or its Contractor and the same will be cleared by the Purchaser(s), daily without fail and this should at no cost cause any nuisance or annoyance to the other owners of Flats. All cost and consequences in this regard will be to the account of Purchaser(s).
- (f) The Purchaser will ensure that the contractors and workers engaged by Purchaser during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, wastewater line or soil line, which may block

the free flow of down take wastewater, thus resulting in perennial choking and leakage.

- (g) All material brought in the said Flat for carrying out such interior works will be at the sole cost, safety, security and consequence of the Purchaser and that Developer will not be held liable or responsible for the same.
- (h) If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by the Purchaser by providing at his/her/its/their own cost, including proper medical care and attention and that Developer will not be held liable or responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser alone.
- (i) If during carrying out of such interior works, if any of Purchaser(s)'s workmen misbehave or is found to be in a drunken state or arryout out any immoral activity then in that event such workmen will be removed from the site forthwith and will not be allowed to re-enter the site again and the responsibility of the same shall be of the Purchaser/s.
- (j) The Purchaser must extend full cooperation to Developer and contractors of Developer and ensure good governance of such works.
- (k) The Purchaser must ensure that common passages/walkways are not obstructed or damaged while carrying out such works or thereafter forever.
- (l) No external or elevation changes/modifications of whatsoever nature will be permitted to be carried out by Purchaser.
- (m) The Purchaser will abide by all regulations and requirements of the Developer and Contractors of Developer in this regard, which is for common good and in no way cause any nuisance value to the owners of other Flats.
- (n) The Purchaser shall not make any structural alterations in the said Flat (including without limitation to chisel of pillars, columns or beams or change in the floor or the ceiling of the said Flat) which would affect the safety and stability of the said Building.
- (o) The Purchaser shall not extend its windows or increase any floor space by enclosing any balconies or overhanging legers above windows, 'chajjas' or make any installations or additions to the said Flat which projects or extends beyond the said Flat or make any change to the said Flat, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Developer or detract from the uniformity and aesthetics of the said Building, which exists at the time at which the Developer hands over possession of the Flats to the Purchasers.

- (p) The Purchaser shall abide by all other instructions issued by the Developer relating to the maintenance of the décor/façade of the said Building and guidelines that may be issued by the concerned authorities.
- (q) In the event any violations are observed by the Developer's representatives/nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his/her/their cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser.

23. The Developer shall, in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the Said Flat agreed to be purchased by the Purchaser.

**24. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

24.1. The Developer hereby represents and warrants to the Purchaser as follows:-

- i. The Developer has clear and marketable title with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project Land;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project Land and shall obtain requisite approvals from time to time to complete the development of the said Project Land;
- iii. The said Project Land is free from encumbrances save and except as mentioned in clause 4 above.
- iv. There are no litigations pending before any Court of law with respect to the said Project Land.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project Land and said 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 said Project Land and said Building shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project Land.
- vi. The Developer has the right to enter into this Agreement for Sale and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- vii. The Developer has not entered into any agreement for sale and/or development



- agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement.
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement.
  - ix. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project Land to the competent Authorities.
  - x. 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 Developer in respect of the said Project Land.

## 25. PURCHASER'S COVENANTS

The Purchaser for himself with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Developer as follows:-

- i. To maintain the said Flat at Purchaser's own cost in good tenantable repair and proper condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the said Flat is situated, or to the staircase or any passages in which said Flat may be situated against the rules, regulations or bye-laws or concerned local or any other authority or charge / alter or make addition in or to the said Building in which the said Flat is situated and the said Flat itself or any part thereof.
- ii. The residential Complex is known as "**GOLDEN WILLOWS**" in Hiranandani Fortune City and the name of Golden Willows and Hiranandani Fortune City shall not be changed at any time by the Purchaser or the society / association of person /federation.
- iii. The Purchaser shall only upon and after receipt of obtaining the Occupation/ Completion Certificate, use the said Flat or any part thereof or permit the same to be used for purpose of residence and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle.
- iv. Not to store in the said Flat any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the said Building in which the said Flat is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Flat is

situated, including entrances of the said Building in which the said Flat is situated and in case any damage is caused to the said Building in which the said Flat is situated on account of negligence or default of the Purchaser in this behalf, and shall not do or suffer to be done anything in or to the shall be liable for the consequences of the Breach.

- v. To carry out at his/her/its/them own cost all internal repairs to the said Flat and maintain the said Flat in the said Building in which the said Flat is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- vi. Not to make any changes whatsoever which would cause any change to the external façade of the said Building, including but not limited to not making any change or to alter the windows and/or grills provided by the Developer.
- vii. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Flat is situated and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Developer and/or Society/ Association of Person /Federation.
- viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the said Building in which the said Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- ix. Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Project Land and the said Building in which the said Flat is situated.
- x. Ensure and cause the Society/ Association of Person /Federation that the said Building is painted periodically and kept in good and proper condition.
- xi. Not to put any wire, pipe, grill, plant, outside the said Flat and not to dry any clothes and not to put any articles outside the said Flat or the windows of the said Flat.
- xii. Not to put any claim in respect of the restricted amenities including unsold Flats, unallocated car parks, open car parking space, open space, stilt parkings, Podium car

parkings, hoarding, gardens attached to other Flats or terraces and the same are retained by the Developer as restricted amenities.

- xiii. To pay to the Developer within 15 days of demand by the Developer, its share of security deposit demanded by concerned local authority or government or giving water, electricity, or any other service connection to the said Building in which the said Flat is situated.
- xiv. To bear and pay increase in local taxes, construction tax, development charges, property tax charges, water charges, insurance and such other taxes, deposits, sums, penalties, duties, advances, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, an account of change of user of the said Flat by the Purchaser viz user for any purposes other than for the purpose of which it is sold.
- xv. The Purchaser shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Flat or any part thereof or dispose of or alienate otherwise howsoever, the said Flat or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the amounts, payments dues, taxes, deposits, cesses, Agreement Value and all other Charges payable by the Allottee to the Developer under this Agreement, are fully and finally paid together with the applicable interest thereon (if any). After complying with the above terms if the Purchaser is desirous of transferring the said Flat or any part thereof and/or its rights under this Agreement, then the Purchaser shall be entitled to effectuate such transfer only with the prior written permission of the Developer and the Purchaser shall comply to then prevailing name change and transfer policy of the Developer, submitting documentary proof, payment of monies due and payable by the Purchaser under the Allotment Letter/Agreement for Sale.
- xvi. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Society/ Association of Person /Federation of the said Project Land along with the purchasers of other buildings to be developed in Golden Willows may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulation and conditions laid down by the Society/ Association of Person/ Federation regarding the occupancy and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

- xvii. The Purchaser agrees and acknowledges that the show flat constructed by the Developer and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Flat and the Developer is not liable/required to provide any furniture, flooring, CP Sanitary fittings, items, electronic goods amenities etc. as displayed in the show flat, other than as expressly agreed by the Developer under this Agreement.
- xviii. The Purchaser hereby confirms and acknowledges that the specification mentioned in the advertisement/communication or the show Flat/ mock Flat and its colour, texture, the fittings, fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as same. The Purchaser has not relied on the same for his/ her/ their/ its decision to acquire said Flat in the Said building.
- xix. In case the Developer is providing white goods in the said Flat the same shall be maintained by the Purchaser/s at his/her their own cost and expenses. The Developer shall not be liable for any breakdowns or defects therein in any manner. The Developer will hand over the warranty cards (if provided by the manufacturer) for the electronic items provided in the said Flat. In case of any problem, the Purchaser shall directly pursue with the concerned manufacturer/agency for getting the same repaired/replaced.
- xx. The Purchaser undertakes that the Purchaser has taken the decision to purchase the said Flat out of his/her/their own free will based solely upon the information provided along with the documents enclosed and uploaded on RERA website, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser by the Developer including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc contained in this Agreement.
- xxi. Until a Deed of Conveyance in favour of the Society/ Association of Person/ Federation is executed as mentioned hereinabove in respect of the said Project Land, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Flat, said Building or any part thereof to view and examine the state and condition thereof.
- xxii. The Purchaser/s agrees and confirm that the Purchaser shall all time permit and allow to utilize the amenity more specifically mentioned in Clauses 15.3 and 15.4 above to all the Flat Purchaser/s of all the buildings to be constructed in Golden Willows without any demur and default. Further the Purchaser/s agrees and confirms that the Purchaser/s shall not in any circumstances create/cause any hurdle or hindrance to the developer to cause the title of the amenity to be

transferred/convey in favor of the Association of Person / Federation along with common areas amenities and facilities mentioned in "Sixth Schedule".

- xxiii. The Purchaser shall never enclose the utilities, dry balcony, deck, projected terraces and service slabs, open balconies and common refuge areas, under the rules and regulations of Fire Authority and National Building Code, failing which action deemed fit under the provisions of Fire Act, 2006 will be initiated against you at your own risk and cost.
- xxiv. The Developer has informed the Purchaser and the Purchaser is aware that it intends to assign the contract to install mechanized parking/car lifts in the said building to a Contractor/Vendor who would be liable for acts and omissions/commissions in this behalf. The Purchaser hereby agrees and confirms that in the event of any nuisance, damages, cost, etc. litigation/s, if any, the same will be filed against the contractor/vendor as mentioned herein above during the subsistence of the contract. Further the Purchaser agree and undertake to not hold the Developer or MSRDC liable thereof. The aforesaid contractor/vendor shall be liable for the full term of the contract as may have been assigned to him/them. The Purchaser hereby agree and undertake that the Society of all the Purchaser/s in the said Building shall, on expiry/termination of the said contract with the aforesaid Contractor/Vendor, appoint a Contractor/Vendor of their choice for management and maintenance of the mechanical parking system/car lift and shall get executed from such contractor/s undertaking cum indemnity indemnifying the Developer, the Society/ Association of Person /Federation of the Purchaser and the MSRDC against any ligation/s damages, cost consequences etc. arising out of failure, nuisance, mishap of mechanical parking system/car lift, etc; to the said Building.
26. The Purchaser confirms that this agreement is the binding arrangement between the parties and overrides any other written and oral understanding, including but not limited to the application, form, allotment, letter, brochure, or electronic communication of any form.
27. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Society/ Association of Person /Federation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
28. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise, or assignment in law of the said Flat or of the said Project Land and the said Building or any part thereof. The Purchaser shall have no claim in regard to all open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to other Flats, recreation spaces (Area,

Size, Place, location are subject to minor charges as per final onsite constraints, conditions and placements of future developments), etc., save and except in respect of the said Flat hereby agreed to be sold to him/her/itself as set out herein.

29. The Purchaser hereby declares that he/she/it has read and understood the Agreement and all the documents related to the said Project Land and the said Flat of Purchaser and has expressly understood the contents, terms, and conditions of the aforesaid documents and all the disclosures made by the Developer as aforesaid and after being fully satisfied, the Purchaser has entered into this Agreement.

### 30. NOTICES

A. All notices, Demand Notice, intimation for cancellation of the said Flat, letter of termination or any other communication of whatsoever nature including but not limited to the Purchaser's default Notice shall be deemed to have been duly served by Registered Post A.D. / under Certificate of Posting/Standard Mail or Courier or at such other address as it may from time to time if notified in writing to the other Party.

**To the Purchaser:**

**Name: Ms. Urjita Sharma**

**Address: 14 B Malayagiri Anushakti Nagar, Mumbai 400094**

**Notified Email ID: cphool@gmail.com**

**To the Developer:**

**Name: PERSIPINA DEVELOPERS PRIVATE LIMITED**

**Address: Olympia, First Floor, Hiranandani Gardens, Powai, Mumbai – 400 076.**

**Notified Email ID: headcrm@hrealty.com**

In case of more than one Purchaser/s default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned purchaser/son to the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

The Parties agree that unless a party informs the other party in writing about a change in address/email ID, the address/ email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communications.

### **31. BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the Agreement Value, other charges/payments/amounts/dues as stipulated in the Payment Schedule and under this agreement within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, the Developer shall be entitled to cancel this Quotation/Booking Form/Application Form/Allotment Letter and further Developer shall be entitled to forfeit an amount of 10% of the Agreement Value. In addition, the Purchaser shall also be liable to pay brokerage paid (if any) and interest shall be refunded by the Developer without interest after the expiry of 30 days from the then date of cancellation / termination of Quotation/Booking Form/Application Form/Allotment Letter.

### **32. RIGHT TO AMEND**

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

### **33. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS**

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

### **34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in said Project Land, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the said Project Land.

### **35. JOINT PURCHASERS**

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

### **36. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### **37. WAIVER**

Any delay tolerated or indulgence shown by the Developer in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of refund amount to the Purchaser by the Developer shall not be construed as waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Developer.

### **38. UNSOLD FLAT/S**

- i. The Developer shall, even after formation of the said society/ association of person /federation be entitled to deal and dispose off such unsold and unallotted Flats/units/parking/ retail area/s, spaces as per its choice and on such terms and conditions and considerations as the Developer may deem fit and proper.
- ii. The Developer shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on leave and licence basis including as paying guest and or otherwise however for short and/or long stay to any person/s and/or otherwise create third party rights in respect thereof and receive and appropriate the sales proceeds, licence fee, rentals, gross realizations in respect thereof without requiring the NOC/consent of the Society/ Association of Person /Federation that may be formed of all the Flat purchasers nor shall be liable to pay to the society/ Association of Person / federation any amounts/charges by whatever name called including non-occupancy charges as the Flats are unsold inventory of the Developer.  
Provided further that upon such Flats being sold, the Society/ Association of Person /Federation shall unconditionally admit the Flat purchaser/s as members of the same without charging any premium, transfer charges, contributions, donations, or any other



extra payment or charges by whatever name called to the Society/ Association of Person /Federation.

- iii. All unsold and/or unallotted Flat/s, units, retail area/s, spaces in the said Building including without limitation to parking spaces in the basement/stilt/podiums/mechanized shall always belong to and remain the property of the Developer.
- iv. The Developer shall be entitled but not obliged to join as a member of the Society/ association of person /federation in respect of the unsold units/Flat in the said Project Land and the Developer shall not be liable to pay/contribute any amount on account of non – occupancy charges or any other charges/ fund provided for under the bye-laws, rules and regulations or resolutions of the society/ association of person /federation.

#### **39. ENTIRE AGREEMENT**

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, booking form, allotment letter, application form, correspondences, arrangements negotiations, quotation, cost sheet, commitments, writings, discussions, representations, and warranties made by the Developer in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Developer and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

#### **40. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### **41. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, after the Agreement is duly executed by the Purchaser and the

Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Assurances, Panvel. Hence this Agreement shall be deemed to have been executed at Panvel.

42. The Purchaser and/or Developer shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

43. **STAMP DUTY AND REGISTRATION:** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

44. **DISPUTE RESOLUTION:** - Any dispute between the parties herein shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

45. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Panvel courts will have the jurisdiction for this Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Said Project Land**

(Description of the said Project Land admeasuring **667.00** sq. mtrs earmarked for the development of Area)

All that piece and parcels of portion/part of land bearing plot No. RZ-02 (pt), Gut No. 24/1/2(pt) (Old Survey No. 58/1A (Part), 58/1B (Part), 59 (Part), 60/1 (Part), 60/2 (Part), 60/3, 60/4 (Part), 61/2 (Part), & 62/1 (Part) situated in Village Bhokarpada, Taluka Panvel, and District Raigad pin code 410221.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of said Building)**

Building Name **Zenia** to be constructed on portion/part of the said Project Land bearing Plot No. RZ-02 (pt), Gut No. 24/1/2(pt) (Old Survey No. 58/1A (Part), 58/1B (Part), 59 (Part), 60/1 (Part), 60/2 (Part), 60/3, 60/4 (Part), 61/2 (Part), & 62/1 (Part) situated in Village Bhokarpada, Taluka Panvel, and District Raigad pin code 410221.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Description of the said Flat and car parking space/s)

Flat bearing No. **1303** of carpet area admeasuring **109.65** sq. mtrs i.e. equivalent to **1180.28** sq. ft on **13<sup>th</sup>** floor in the building (**hereinafter referred to as "the Flat"**) as shown in the Floor plan hereto annexed and marked **Annexure "F"** for the total Agreement Value of **Rs.1,91,66,359/- (Rupees One Crore Ninety One Lakhs Sixty Six Thousand Three and Fifty Nine only)** along with **2** number of mechanical car parking space(s) which are more particularly described in the Sixth Schedule annexed herewith. There is a balcony carpet area adm **9.28** sq. mtrs i.e equivalent to **99.89** sq.ft and utility carpet area adm **0.00** sq. mtrs i.e equivalent to **0.00** sq.ft (other Areas). The exact location and identification of such car parking space/s in the basement/podium/stilt/mechanized will be finalized by the Developer only upon completion of the said Project Land i.e. the said Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COLLECTION ACCOUNT NUMBER)**

ACCOUNT NAME	<b>PERSIPINA DEVELOPERS PVT LTD ZENIA COLLECTION A/C</b>
BANK NAME	<b>AXIS BANK LTD</b>
ACCOUNT NO.	<b>924020018170264</b>
BRANCH ADDRESS	<b>Ground Floor, Cettm Mtnl, Technology Street, Hiranandani Gardens, Powai, Mumbai 400076.</b>
IFSC CODE	<b>UTIB0000246</b>
MICR NO.	<b>400211027</b>

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(SPECIFICATIONS AND AMENITIES TO BE PROVIDED IN THE SAID FLAT)**

Structure	RCC frame structure with brick/block masonry will be provided.
Roof	All roofs will be waterproof
All Doors	Flush door shutters will be provided.
Windows	Powder coated aluminum windows
Flooring	Vitrified Tiles in Living, Dining, Kitchen and in all bed rooms. The toilets will be provided with Vitrified Tiles Antiskid Tiles will be provided in the Balcony & Utility Areas

Kitchen	Quartz stone Kitchen platform will be provided with Hob and storage Unit below platform. Stainless Steel sink will be provided. Geyser & water purifier will be provided
Bathrooms	There would be Vitrified tiles on the walls, Branded WCs, washbasins and CP fittings will be provided. Provision for hot and cold water in the shower area. All toilets will have concealed plumbing.
Electrical	Concealed copper wiring with modular switches ELCB and MCB. Power supply would be 3 phase.
Painting	All internal walls will have a GVP plaster finish with acrylic distemper.
Meters	Electricity meters (as applicable) will be provided to each residential unit and the cost of each will be recovered separately.
Flooring	Flooring for all common areas will be of Vitrified Tiles or equivalent. The main entrance lobby would be in marble / Granite.
Elevator	Elevators (KONE/Schindler/OTIS/Thyssen Krupp/Johnson/City Lifts/TOSHIBA) shall be provided as per traffic Analysis calculation by one of the consultants.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(LIST OF COMMON AREAS AND FACILITIES IN THE SAID BUILDING) SPECIFICATIONS OF AMENITIES/ FACILITIES THAT ARE COMMON TO THE BUILDING/BLOCK: -**

- 1) Elevators (KONE/Schindler/OTIS/Thyssen Krupp/Johnson/City Lifts/TOSHIBA) shall be provided as per Traffic Analysis calculation done by the Consultant.
- 2) Staircase flooring to be of KOTA finish or equivalent and corridor area flooring will be provided with vitrified tiles as per the Architect's design.
- 3) Handrails of the staircase and corridor will be as per the Architect's design.
- 4) Lighting will be provided in the common open area and in the car park area.
- 5) Name boards bearing the name of the BUILDING/BLOCK, and the Developer will be fixed in a suitable place.
- 6) Landscape Garden

**SIGNED AND DELIVERED** )

By the within named **DEVELOPER** )

**PERSIPINA DEVELOPERS PRIVATE LIMITED** )

Through its Authorized Officer by Virtue of )

Board Resolution passed by the Company )  
Mr./Mrs. .... )  
Signature \_\_\_\_\_ )

**SIGNED AND DELIVERED** )  
By the within named **PURCHASER** )  
Shri/Smt/Ms. **Urjita Sharma** )  
Signature \_\_\_\_\_ )  
In the presence of: )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

**SIGNED AND DELIVERED** )  
By the within named **PURCHASER** )  
Shri/Smt/Mrs. **Pratima Sharma** )  
Signature \_\_\_\_\_ )  
In the presence of: )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

**RECEIPT**

RECEIVED on the day and year first hereinabove written of and from the within named Purchaser the sum of **Rs.18,97,471/- (Rupees Eighteen Lakhs Ninety-Seven Thousand Four Hundred and Seventy-One Only).**

**Rs.18,97,471/-**

**WE SAY RECEIVED FOR PERSIPINA DEVELOPERS PRIVATE LIMITED AUTHORISED SIGNATORY**

**WITNESSES: -**

- 1.
- 2.

## LIST OF ANNEXURES

### Annexure "A"

Real Estate Regulatory Authority (RERA) Registration Certificate for registering the said Building is Annexed hereto and marked as "Annexure A."

### Annexure "B"

Certificate of Title in respect of the said Project Land. Annexed hereto and marked as Annexure "B"

### Annexure "C"

Key Approvals as sanctioned and approved by MSRDC/Local Authority are set out in Annexure "C".

### Annexure "D"

#### (TOTAL AGREEMENT VALUE AND PAYMENT SCHEDULE)

1. Total Agreement Value Rs.1,91,66,359/- (Rupees One Crore Ninety-One Lakhs Sixty-Six Thousand Three and Fifty-Nine only) in the following manner (hereinafter referred to as said "Agreement Value").

Payment Schedule		Payment Milestone
1	Earnest Amount (28-08-2024)	10%
2	Due on or before (10-10-2024)	5%
3	On Completion of Footing	5%
4	On Completion of Plinth	5%
5	On Completion of 1st Podium Slab	10%
6	On Completion of 4th Floor Slab	5%
7	On Completion of 9th Floor Slab	5%
8	On Completion of 14th Floor Slab	10%
9	On Completion of 19th Floor Slab	5%
10	On Completion of 24th Floor Slab	5%
11	On Completion of 29th Floor Slab	5%
12	On Completion of 34th Floor Slab	5%
13	On Completion of Terrace Floor Slab	5%
14	On Completion of OHT & LMR	5%
15	On Completion of Finishing (Blockwork, flooring, GVP, Concealed MEP works)	10%
16	On Receipt of Occupation Certificate	5%
Total Percentage		100%

Time Being the Essence of this Agreement. The balance Agreement Value above excludes the other charges mentioned in Annexure E. The Purchaser shall pay the respective payments as stipulated above along with the applicable tax, other charges within 7 days of the Developer sending Demand Notice of the completion of each milestone.

2. The Purchaser/s has paid on or before execution of this Agreement, a sum of **Rs.18,97,471/- (Rupees Eighteen Lakhs Ninety-Seven Thousand Four Hundred and Seventy-One Only)** as Token Amount/Earnest Money/Advance Payment/Application Fee and hereby agrees to pay to the Developer the balance agreement value of **Rs. 1,72,68,888/- (Rupees One Crore Seventy-Two Lakhs Sixty-Eight Thousand Eight Hundred and Eighty-Eight Only)** in manner mentioned above.

**Annexure "E"**

**(AMOUNTS/OTHER CHARGES TO BE PAID BY THE PURCHASER)**

1. **Rs.15,000/-** towards expenses for formation of the Society/ Association of Person /Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance deed including the share money(Structure/ Association of Person /Federation Conveyance);
2. **Rs.23,043/-** estimated interest free adhoc advance Township maintenance charges for the period of 36 months.
3. **Rs.65,289/-** towards estimated adhoc advance maintenance for proportionate share of taxes and other outgoings towards Building common area maintenance (BCAM), for the period of 12 months.
4. **Rs.1,30,578/-** towards estimated adhoc advance maintenance for proportionate share of taxes and other outgoings towards Association of Person /Federation common area maintenance (FCAM). for the period of 24 months.
5. **Rs.15,362/-** estimated amount towards the adhoc advance share of Property Tax for the period of 12 months.

**Annexure "F"**

Floor Plan of the Flat agreed by the Purchaser **Annexure "F"**

**Annexure "G"**

Property Card (7/12 Extract) in respect of the land owned by the Developer i.e. Persipina Developers Pvt. Ltd.; **(Annexure "G")**

**Annexure "H"**

Resolution passed by the Board of Directors on 02<sup>n</sup> July 2024 in favour of Mr. Sanjay Shashikant Parekh, Mr. Sumit Shyam Agarwal and Ms. Gunisha Sanyal **(Annexure "H")**

**Annexure "I"**

Power of Attorney dated 10<sup>th</sup> July, 2024 executed by Developer in favour of 1) Mr. Saicharan Sadanand Shetty 2) Mr. Anand Thapliyal and 3) Mr. Atish Sahadev Sapkal.

\*\*\*\*\*

DATED THIS \_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\*\*\*\*\*

**PERSIPINA DEVELOPERS PRIVATE LIMITED  
DEVELOPER AND**

**PURCHASER 1: Ms. Urjita Sharma**

**PURCHASER 2: Mrs. Pratima Sharma**

**AGREEMENT FOR SALE of Flat No.1303 on  
13th Floor in building "Zenia"**

DRAFT