

# DRAFT

## AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Mumbai on \_\_\_\_\_ day of \_\_\_\_\_, 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 having PAN No. AAECP3315L & CIN No. U45200MH2007PTC172099, 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. **Priyanka Satish Dhawale** and **Satish Bhausaheb Dhawale** residing / having its address at **R.No.402, AWing, Sankalp Siddhi Society, Marathon Complex, Karve Nagar, KanjurMarg-East, Mumbai 400042.** and assessed to Income Tax under Permanent Account Number (PAN) **CDNPB0165K/ALGPD6196B** 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 permitted assigns; In case of a Partnership Firm, its Partners for the time being and from time to time, 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/LLP, 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 Pin code 410221 admeasuring 588.01 acres (hereinafter referred as "**the Entire Land**") from PNB on 24<sup>th</sup> September 2014 under e-Auction.
- B. 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 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.
- C. 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 4<sup>th</sup> March 2022 for approx. 175 Acres (hereinafter referred to as "**Master/ITP 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/Township, amendment, enactment or otherwise.
- D. Pursuant to the E- Auction Notice and Sale Certificate as mentioned in Recital A and B above, the Developer is absolutely seized and possessed of and well sufficiently entitled to the land bearing ITP Plot No. RZ-05, Gut No. 6/1 of Village- Panshil (Taluka Khalapur) and

Gut No. 44/1 of Village-Talegaon (Taluka Khalapur), Dist Raigad Pin code 410222. Full RZ-05, on land bearing Gut No. 41/1 at Village- Talegoan and Gut No. 6/1 of Village-Panshil, Taluka Khalapur. (**hereinafter referred to as “Plot Land”**)

- E. THE ARENA shall mean an area admeasuring 41256.219 sq. mtrs. and is development on part of land of ITP Plot No. RZ-05 (part) on land bearing Gut No. 6/1(Part) of Village-Panshil (Taluka Khalapur) which consists of several residential buildings cum Retail Shops. (hereinafter referred to as **“Larger Land”** and the Developer states that the residential buildings cum Retail Shops to be constructed on Larger Land is named as **“THE ARENA”** and THE ARENA is located and being constructed on ITP Plot No. RZ-05 (part) on Gut No. 6/1(Part) Village Panshil (Taluka Khalapur) Dist. Raigad. Pin Code 410222 which is more particularly described in the **First Schedule**.
- F. The Developer is developing a residential Building named **“GREENFIELD”** consisting of Basement-2 +Basement-1+Ground+Podium 1 + 2<sup>nd</sup> to 41 upper floors which is more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as **‘said Building’**) constructed on portion/part of ITP Plot No. RZ-05 (pt), Gut No. 6/1(pt) of Village- Panshil (Taluka Khalapur), Dist Raigad, Pin code 410222. (hereinafter referred to as **“said Project Land”**) which is more particularly described in the **Second Schedule**.
- G. The Real Estate Regulatory Authority (RERA) Registration Certificate for the said Building is annexed hereto and marked as **“Annexure A”**. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Purchaser has also examined all documents and information including with respect to the construction of development of the said building on the portion of the said Project Land uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- H. Certificate of Title in respect of the said Plot Land which includes the Larger Land. Annexed hereto and marked as **Annexure “B”**.
- I. Key Approvals as sanctioned and approved by MSRDC/Local Authority are set out in **Annexure “C”**.
- J. 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.
- K. 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, approvals, ITP Master layout, Title Certificate, 7/12 extract of the Project land, and 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.

- L. The Purchaser has perused a copy of the ITP/Master Layout Plan which specifies the location of the future proposed development to be built on the portion of the Larger Land as amended from time to time by the Developer.
- M. As per the provisions of the RERA Act, 2016 the Developer is required to execute a written Agreement for Sale in respect of Flat defined hereinbelow in favour of the Purchaser, being in fact these presents and to register said Agreement under the Registration Act, 1908.
- N. 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 Flat defined hereinbelow 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 Flat along with car parking space/s which is more particularly described in **FOURTH SCHEDULE** hereunder written (hereinafter referred to as a "**said Flat**").
- 3. The common areas in the said Project Land, facilities/amenities to be provided within the said Building and in the common area of the said Building and facilities/amenities provided within the Layout of the said Project Land and/or common area of the Layout of the said Project Land in phase wise manner, facilities/amenities to be provided in form of open spaces (RG/ PG etc.) and / or within the said Project Land and/ or within the layout of the said Project Land in the phase wise manner and details and specifications of the lifts **is listed in the FIFTH SCHEDULE** hereunder written.
- 4. **AGREEMENT VALUE**
  - 4.1. The Agreement Value and the Payment Schedule is described in "**Annexure D**" hereunder and to be made by the Purchaser as mentioned under **Seventh Schedule**.
  - 4.2. The Agreement Value excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection

with the construction of and carrying out the Project Land and/or with respect to the said Flat and/or this Agreement). It is clarified that all such taxes, levies, property tax, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties, cess and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Purchaser alone and the Developer shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Purchaser as and when called upon by the Developer and/or as required by the concerned Government or authority, as the case may be.

- 4.3. 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.
- 4.4. 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 recalculated 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 4 of this Agreement.
- 4.5. **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.
- 4.6. 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 taxes payable by the Purchaser.
  - c. Thirdly, towards interest payable by the Purchaser as on the date of payment of Taxes and Agreement Value.

d. Lastly, towards the principal amount of the Taxes and Agreement Value.

## **5. MORTGAGE BY THE DEVELOPER**

The Indenture of Mortgage dated 24th January, 2025 executed by Persipina Developers Private Limited (Borrower) in favour of Beacon Trusteeship Limited (Security Trustee), by vide documents bearing Serial No 585/2025 at Panvel 1, acting as security trustee for benefit and behalf of ICICI Bank Limited and Aditya Birla Finance Limited (collectively Lenders, including their transferees, novates, successors and assigns) in relation to creation of mortgage on the Plot Land and Larger Land, as identified therein, availed by Borrower from Lenders, subject to terms and conditions. Therefore, entire movable Fixed and Current assets of project (Present and Future) in the said Project Land stand hypothecated / charged to Beacon Trusteeship Limited (Security Trustee).

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 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.

## **6. CONSTRUCTION AND DEVELOPMENT:**

- 6.1. The Developer shall, subject to the terms hereof, construct the said Building in accordance with the Key Approvals , 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.
- 6.2. The Developer has obtained the key approvals for the residential Buildings cum Retail Shops. The Developer has informed to all the Purchaser that the Developer is developing the said Larger Land (by utilization of the entire development potential as available now and as may become available in future) in section/phase wise manner. At present the Developer is developing the 3 (Three) buildings namely **ARCADIA, CITADEL AND GREENFIELD** being constructed on the portion of the Larger Land and registering each of the aforesaid buildings as separate projects with the RERA Authority and the remaining buildings and future development on the Larger Land will be registered in future with the RERA Authority as separate projects . The specification and size of the 3 buildings will not vary/change and will be within the defined limit of the RERA regulation. The remaining/several buildings may undergo change/ shift/ decrease/ increase/ move/ alter/ addition including specification and size of the buildings further the number of buildings may also increase by amending Key

Approvals as per the market requirement. The Purchaser is aware and therefore confirms that the Developer has obtained Key Approvals 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. The Developer shall be entitled to develop the Larger Land and the Entire Land as the Developer deems fit, in accordance with the approvals and permissions as may be issued from time to time and this Agreement.

- 6.3. The Purchaser is made aware that the Developer shall be constructing buildings either residential and/ or commercial including Retails/Shops/ Offices in future on the portion RZ-05 Gut No. 41/1 at Village Talegaon Taluka Khalapur Dist. Raigad in section/phase wise manner and this Development will have no relation of any nature whatsoever with the Development on the portion RZ-05 Gut No. 6/1 at Village Panshil, Taluka Khalapur Dist. Raigad. As the Purchaser is made aware of such future development at initial stage of booking, the Purchaser shall not raise any objection of any nature whatsoever in respect of the development mentioned in this Agreement.
- 6.4. Total FSI of 32863.426 square meters has been proposed to be used by the Developer and the same shall get consumed/utilized as per the approvals/sanctions from concerned authorities from time to time, in construction and development of the said Project Land.
- 6.5. The Service layout drawings sheet approved under MSRDC Commencement Certificate is just a schematic layout and is subject to change during actual construction depending upon design and planning constraints and site conditions etc.
- 6.6. 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. 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.

## **7. MORTGAGE BY THE PURCHASER**

- 7.1. 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.

7.2. 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.

## 8. CAR PARKING SPACE

- 8.1. The Developer hereby agrees to allot to the Purchaser **1 Single** parking space at **Basement Level - 2** bearing No.**09** admeasuring **27.50 m<sup>3</sup>** having **5.0** mtr length **2.5** mtr breadth **2.2** mtr vertical clearance. The Purchaser/s hereby agree/s and confirm/s that it is satisfied with the location, dimensions and identification of the Car Parking Space and has duly accepted the same. The Purchaser/s hereby undertake/s that at no time hereinafter, shall it raise any objection/ grievance in respect of the Car Parking Space allotted to it under this Agreement.
- 8.2. The Purchaser is aware that the Developer has in the like manner allocated and shall be allocating other car parking spaces in the basement/ podium/mechanized to several Purchasers of the said Flat in the said Building to be constructed in the Project Land including several residential buildings cum Retail Shops to be constructed on "**THE ARENA**" 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, as contemplated herein, cause such Society/ Association of Person/federation to confirm and ratify and 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. The Purchaser is aware that the Developer has in the like manner allocated/shall be allocating other car parking spaces to other purchasers of the Flat in the other Building on said Project Land and in **THE ARENA** and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the purchaser shall, upon formation of the Society/Association of Person/Federation as contemplated in this Agreement, cause such Society/Association of Person/Federation to confirm and ratify and shall not permit the Society/Association of Person/Federation to alter or change the allocation of car parking spaces in the manner allocated by the Developer to the various purchasers (including the Purchaser herein) of the Flat in the said Project Land.

## **9. 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.

## **10. POSSESSION:**

- 10.1. 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 offer the possession of the said Flat to the Purchaser on 31-December-2031.

**“Date of Offer of Possession”** appears in this Agreement the same shall mean the date of a written communication to be addressed by the Developer to the Purchaser under which the Developer shall offer possession of the Flat which shall not be later than date of Project Completion date mentioned on RERA website (plus any extensions granted by the MahaRERA as per RERA Act and Rules), provided however that the agreed Date of Offer of Possession, as mentioned herein, shall be further extended due to non-compliance on the part of the Purchaser including on account of any default on the part of the Purchaser.

- 10.2. The Purchaser accept/s/ acknowledge/s that as on the Date of Offer of Possession, the construction works in the said Flat shall have been completed, but that there shall or may be entire project development and construction works ongoing and Common Areas & Amenities and facilities including amenities and the Amenities to be provided on the Larger Land for THE ARENA will be constructed in phase wise manner on the Larger Land and shall be completed and operational on the last building of the Larger Land and THE ARENA and the Purchaser in acceptance of the aforesaid herein, agrees and undertakes not to raise any objection/s in any manner whatsoever, regards the same.
- 10.3. Notwithstanding anything to the contrary in this Agreement, the Developer shall always be entitled, in its discretion to complete any part/portion or floor of the said Building and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Purchaser shall be obliged, and undertake/s, to take possession of the said Flat for occupation on the basis of such occupation/part occupation certificate which relates to the said Flat. Thereafter, the Developer shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise all remaining/balance development work in respect of the Project Land including the Larger Land.

- 10.4. The Developer has notified the Purchaser, and the Purchaser is aware that the Amenities are to be shared by all purchasers in all the buildings including the said Building to be constructed on the said Larger Land.
- 10.5. The Purchaser is aware that the Amenities constructed below the footprint of the said Building are to be shared by all purchasers in all the buildings in THE ARENA to be constructed on the said Larger Land in phase wise manner.
- 10.6. The Developer shall inform and intimate in writing about the receipt of the Occupation Certificate, within Seven (7) days of receipt of the same.
- 10.7. The Developer, after intimating about the receipt of Full Occupation Certificate will 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 30 days (Thirty days) from the date of PDL.
- 10.8. 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 within 3 (three) months from the date of Purchase making full payment as mentioned under this agreement and the Purchaser/s r to take handover of the said Flat from the Developer within 30 days from the date of inviting the Purchaser to take handover of the said Flat.. 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 30 (thirty) 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.
- 10.9. The Purchaser shall take possession of the said Flat by executing necessary indemnities, declarations, undertakings and such other documentation as prescribed and required by the Developer.
- 10.10. In the event the Purchaser fails and or neglects to take possession of the said Flat within 30 days from the date of Developer inviting the Purchaser to take the Handover of the said Flat, 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 30 days along with Interest as mentioned below till such time the Purchaser takes the possession of the said Flat. 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 17 and shall continue to be liable to pay maintenance charges as mentioned under this Agreement.

- 10.11. 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 said building in which the said 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.
- 10.11.1. If the Developer fails to abide by the time schedule for completing the said Building and for handing over the said Flat to the Purchaser on the Possession Date , then the Purchaser shall be entitled to either of the following options: -
- (a) call upon the Developer by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Developer (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every monthof delay from the Possession Date (“**the Interest Rate**”), on the Agreement Value paid by the Purchaser. The interest shall be paid by the Developer to the Purchaser till the date of offering to hand over of the possession of the said Flat by the Developer to the Purchaser; **OR**
- 10.11.2. the Purchaser shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D.at the address provided by the Developer (“**Purchaser Termination Notice**”). On the receipt of the Purchaser Termination Notice by theDeveloper, this Agreement shall stand terminated and cancelled. Within aperiod of 30 days from the date of receipt of the Purchaser Termination Notice by the Developer, the Developer shall refund with interest to the Purchaser the amounts already received by the Developer under this Agreement and the Purchaser shall further execute and register Deed of Cancellation of the Agreement with the Developer before the Sub-Registrar of Assurances, Panvel. On such repayment of the amounts by the Developer (as stated in this clause), the Purchaser shall have no claim of any nature whatsoever on the Developer and/or the said Flat and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Flat and/or the car park in the manner it deems fit and proper.
- 10.11.3. In case the Purchaser elects its remedy under clause 10.11.1. (a) above then in such a case the Purchaser shall subsequently not be entitled to the remedy undersub- clause (10.11.1) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Developer, without claiming any further compensation or damages in that regard from the Developer.

## **11. DEFAULT AND TERMINATION/CANCELLATION:**

- 11.1. In the event the Purchaser commits: -

- 11.1.1. 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.

11.1.2. Without prejudice to the right of the Developer to charge interest in terms of sub-clause 11.1.1 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 at its own option and discretion terminates this Agreement without any reference or recourse to the Purchaser:

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 shall terminate this Agreement. Such termination Notice served on the Purchaser 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 at the discretion of 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 Agreement Value towards liquidated damages and executing and registering Deed of Cancellation of the Agreement with the Developer before the Sub-Registrar of Assurances, Panvel. In case the Purchaser fails to come forward and execute and register the Deed of Cancellation of the Agreement with the Developer before the Sub-Registrar of Assurances, Panvel, then in that event the Purchaser/s shall be liable to pay penalty of Rs. 10 per sq., ft., per day which will be applicable from the date of notice of cancellation of agreement for sale till the date of cancellation of Agreement before the Sub-Registrar and the Developer shall have the power and authority to execute and register the Deed of Cancellation as the Constituted Attorney or Power of Attorney holder of the Purchaser. The Purchaser hereby appoints the Developer as the true and lawful Attorney of the Purchaser and on behalf of the Purchaser to execute or cause to be done and executed all or any of the following acts, matters and things hereinafter stated;

- a. To sign, execute and submit the Deed of Cancellation and such other documents whatever nature as may be necessary from time to time effecting the Cancellation of the said Flat.
- b. To appear before the Sub-Registrar of Assurances at Panvel and to present and lodge before him for registration of the Deed of Cancellation, to admit on behalf of the Purchaser the execution of the said Deed of Cancellation and to do any act, deed or thing that may be necessary or incidental for effectively executing and registering the Deed of Cancellation of the said Flat and to receive it back after it has been duly registered and to sign and deliver of proper receipt for the same.

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.

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.

11.2. In the event the Purchaser cancels the allotment of the said Flat.

11.2.1. If the Purchaser cancel the allotment of the said Flat by giving 30 days' notice to the Developer, then in that event the Developer shall be entitled to forfeit and retain the 10% of the Agreement Value towards liquidated damages and shall refund the balance amount within 45 days from the date the Developer receives cancellation/termination notice of the allotment by the Purchaser. The Purchaser shall further execute and register Deed of Cancellation of the Agreement with the Developer before the Sub-Registrar of Assurances, Panvel, within 10 days of such notice.

11.2.2. It is agreed that if the Purchaser does/do not settle the bank loan or the Purchaser does/do not procure conditional no objection certificate from the existing bank/financial institution permitting resale of the said Flat to 3<sup>rd</sup> Party and register the Deed of Cancellation within 15 days from the date the Developer receiving the Purchasers cancellation/termination notice, the Developer shall be at liberty to sell and transfer the said Flat and assign the car parking space, if any, to any 3<sup>rd</sup> party of its choice on such terms and conditions as the Developer may deem fit and proper and thereafter the Developer shall upon resale of the said Flat to another purchaser and receipt of the Agreement Value thereof refund the balance amount of the Purchaser herein subject to clearance of any bank loan/financial institution/obligation/lien/mortgage and registration of Deed of Cancellation.

11.2.3. All amounts collected as taxes, charges, brokerage fee, levies, cess, assessment, all other impositions which may be levied by any appropriate authority including but not limited to GST, to the extent that credit of the GST, taxes paid is not allowed to be claimed by the Purchaser or refunded by the Developer.

## **12. DEFECT LIABILITY**

12.1. If within a period of Five (5) years from the date of Occupation Certificate of the said Flat to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the said Flat on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Developer at its 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.

12.2. 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.

12.3. Provided further that the Purchaser/s shall not carry out any additions or alterations of whatsoever nature in the said Flat and in specific the structure of the said Flat which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Purchaser/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. It is further agreed between the Parties:

- (i) That, before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor and shall survey and assess the same and shall then submit a report to state the defects in the workmanship executed by the Developer.
- (ii) That, it shall be the responsibility of the Purchaser/s to maintain the said Flat and in a proper manner and take all due care needed including but not limited to that the

joints in the tiles in the said Flat or Building are regularly filled with white cement/epoxy to prevent water seepage.

- (iii) That, the said Flat has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Flat and the common areas amenities and facilities. The Purchaser shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Developer;
- (iv) That, the Purchaser/s has/have been made aware and that the Purchaser/s expressly agree/s that the regular wear and tear of the said Flat including minor cracks in the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The defect shall always exclude wear and tear, loss or damage due to minor changes/cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would. Construction Defects shall also always exclude (i) any defect or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would, and/or (ii) any defect or damage caused due to the act, omission, negligence of the Purchaser/s or any other purchasers/occupants or his/her/their agents and/or (iii) structural defects caused or attributable to the Purchaser/s including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Unit other than for its intended purpose or such or any other reasons attributable to the Purchaser/s.
- (v) In spite of all the necessary steps and precautions taken while designing and constructing the said Building, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Purchaser may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Purchaser/s and any other persons and occupants of the Flat. The Purchaser agree/s and covenant/s not to hold the Developer liable and/or responsible in respect thereof.

### **13. FORMATION OF SOCIETY**

- 13.1. The Purchaser along with other purchaser(s) of Flat 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. The Purchaser/s agrees and confirms that they shall not raise any objection 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.
- 13.2. A **GREENFIELD** 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 and completed all the required formalities such as signing of documentations for formation of society. The society shall take over the complete and entire operations and handover of accounts of maintenance of Building within 60 days from the date of formation of the Society i.e. Registration Certificate issued by the concerned authority. Post the Society formation or 3 (three) months from receipt of the occupation certificate for the entire said Building whichever is later, the society shall be responsible for the operation and management and/or supervision of the said Building including the common area, amenities and facilities which will be provided in the phase wise manner within the Larger Land and the Developer shall not be responsible for the operation and management and/or supervision from that date of registration certificate of the society and the charges/expense towards the maintenance common area, amenities and facilities shall be paid proportionately by all the Society/ies or Association of Person /Federation to the Developer. If the amount of adhoc maintenance paid by the Purchaser/s is been exhausted and utilized by the Developer for maintaining the common area, amenities and facilities which will be provided in the phase wise manner within the Larger Land then the Society/ies or Association of Person /Federation has to pay the deferential maintenance charges amount demand by the Developer at that prevailing rate.
- 13.3. The Developer shall, within three (3) months of registration of the Society and/or completion and receipt of full occupation certificate of the last building completed in Larger Land commence the process of Structure Conveyance in favour of the Society (**Structure Conveyance**) in respect of the Structure of the said Building along with the FSI consumed (as per the Occupation certificate) in the said Building 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 said **THE ARENA** /Plot Land/Larger Land /ITP/Township/Master layout of the Entire 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 Structure 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 Structure Conveyance so as to enable the Developer to register the Structure 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. Provided the Developer shall be entitled, but not obliged to, join as a member of the concerned society in respect of unsold Flat of the said Building. After the formation of the society, the society/ies shall take over the complete and entire operations/handover of accounts of maintenance of the common area, amenities and facilities which will be provided in the phase wise manner shall be paid proportionately by all the Society/ies or Association of Person /Federation to the Developer from the formation of the Society i.e. Registration Certificate issued by the concerned authority.

- 13.4. The Developer within three (3) months from the date handover of the last building i.e., Structure Conveyance in the Larger Land, commence the process to form and register the Association of Person/Federation of the Larger Land for the purpose of managing and maintaining (i. e. the cost, expenses, fees and charges) all common areas, amenities and facilities constructed on the Larger Land in phase wise manner mentioned. After the formation of Association of Person/ Federation the Developer will hand over all amenities which is constructed in phase wise manner on the Larger Land to the Association of Person/ Federation. It is agreed and confirmed by the Purchaser that the Purchaser shall without fails join and co-operate in the formation of Association of Person/Federation 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 Association of Person /Federation so as to enable the Developer to register the Association of Person /Federation of the Purchaser/s It is clarified that the Amenities of the Project shall be handed over only to the Association of Person/Federation formed in respect of the Larger Land. Post the handover of amenities in favour of the Association of Person/Federation, the Association of Person/Federation shall be responsible for the operation and management and/or supervision of the Amenities and the Developer shall not be responsible for the same and the charges/expense towards the maintenance common area, amenities and facilities shall be paid proportionately by all the Society/ies or Association of Person /Federation to the Developer. The Purchaser/s or member of Society/ies shall pay the usage charges towards the amenities and facilities utilized by the Purchaser/s to the Developer/ Society/ies or Association of Person/Federation. The maintenance charges (BCAM & FCAM) are provisional in nature and are subject to revision. The maintenance charges may be revised at the time of the issued of

PDL based on then estimated cost of maintaining the common areas, facilities, and amenities of the Project. The Purchaser/s agrees to pay the difference based on revised maintenance charges determined as above by the Developer. If the amount of adhoc maintenance paid by the Purchaser/s is been exhausted and utilized based on actual amount incurred by the Developer for maintaining the common area, amenities and facilities which will be provided in the phase wise manner within the Larger Land then the Society/ies or Association of Person /Federation has to pay the deferential maintenance charges amount demand by the Developer at that prevailing rate.

- 13.5. Within three (3) months from the date of registration of Conveyance of the Structure Conveyance of last building/s in ITP/Township/Master layout of the Entire Land/or additional land, the Developer shall commence the process of Deed of Conveyance (Association of Person/Federation Conveyance) in respect of entire, Larger Land in **THE ARENA**, subject to and excluding the Structure/s/Building/s Conveyance and basement and also subject to right of the Developer (i) to dispose of the unsold Flat 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 the Arena/ITP/Township/Master layout of entire 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 Association of Person /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 Association of Person /Federation Conveyance so as to enable the Developer to register the Association of Person /Federation Conveyance of the Purchaser/s 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 Conveyance (Association of Person /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 Association of Person /Federation Conveyance.
- 13.6. At the time of registration of Society/Association of Person/Federation, Structure Conveyance deed and Federation Conveyance Deed as mentioned hereinabove, the cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and, registration charges, with respect to the formation of the above societies/association of person/federation and including in respect of (a) any documents, instruments, papers and writings shall be borne and paid by the concerned society and its members / intended members including the Purchaser, as the case may be, and the Developer shall not be liable towards the same in any manner whatsoever.

#### **14. TELECOMMUNICATION AND HOARDING RIGHTS**

- 14.1. 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 Building conveyance and Federation Conveyance of the said Project Land in favour of the Association of Person/Federation. 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 Association of Person/Federation shall not raise any objection thereto.

- 14.2. 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 Association of Person/Federation in respect of the said displays.
- 14.3. The Developer and the occupant/s of the various Flat in the said building and the Society/Association of Person/Federation, 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 rights including by use of the internal road/s 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 Purchaser expressly consents to the same.
- 14.4. 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.

## **15. FACILITY MANAGEMENT COMPANY**

The Purchaser is aware that the Developer shall appoint a Facility Management Company (FMC) to manage the said Building and the Buildings to be constructed on the said Project Land and/or the infrastructure facilities/amenities and/or provide services to all the Flat Purchaser/s. The Purchaser along with 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%** 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 Flat 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/association of person/federation to be bound by the rules and regulations that may be framed by the Developer/FMC.

## **16. COMMON AREAS AMENITIES AND FACILITIES:**

- 16.1. The common areas in the said Project Land, facilities/amenities to be provided within the said Building and in the common area of the said Building and facilities/amenities provided within the Layout of the Project Land and/or common area of the Layout of the said Project Land, facilities/amenities to be provided in form of open spaces (RG/ PG etc.) and / or within the said Project Land and/ or within the layout of the said Project Land and details and specifications of the lifts is more particularly mentioned in the **Fifth Schedule**. The Purchaser/s agrees declare and confirms that these amenities will be used, shared and maintained in common by the Purchaser/s of all the buildings to be constructed on the said Larger Land including the said Project Land.
- 16.2. The Purchaser agrees and confirms that the Amenities specified in Fifth Schedule and the common areas amenities and facilities specified in Fifth Schedule, shall be shared and maintained in common by the Purchasers of all the buildings constructed in THE ARENA.
- 16.3. The amenities to be provided in the said Flat is more particularly described in the **SIXTH SCHEDULE**.

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

### **17.1. 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.

**17.2. BUIDLING MAINTENANCE CHARGES (BCAM) AND FEDERATION COMMON AREA MAINTENANCE CHARGES (FCAM): -**

- i. 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,. The maintenance charges BCAM are provisional in nature and are subject to revision. The maintenance charges may be revised at the time of the issued of PDL based on then estimated cost of maintaining the common areas, facilities, and amenities of the Project. The Purchaser/s agrees to pay the difference based on revised maintenance charges determined as above by the Developer. It is agreed by the Purchaser that the BCAM is paid by the Purchaser/s 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/s 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/s and Purchaser/s agrees and confirms to pay the same on time to the Developer without any demur and default.
- ii. 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 Purchaser agrees and confirms that the Amenities specified and the common areas amenities and facilities constructed on Project Land, shall be shared and maintained in common by the Purchasers of the Building. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer. The maintenance charges FCAM are provisional in nature and are subject to revision. The maintenance charges may be revised at the time of the issued of PDL based on then estimated cost of maintaining the common areas, facilities, and amenities of the

Project. The Purchaser/s agrees to pay the difference based on revised maintenance charges determined as above by 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 to the Developer without any demur and default. BCAM and FCAM are more particularly described in "**Annexure E**" hereunder.

- 17.3. **PROPERTY TAX** - The Property tax as determined by the local authority from time to time shall be paid by the Purchaser from the date of Occupation Certificate till the date of formation of Society/federation/association of person 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.
- 17.4. **TOWNSHIP INFRASTRUCTURE MAINTENANCE CHARGES PAYABLE TILL PERPETUITY**

The Township Infrastructure & Services would include infrastructure & services on and relating to the common areas of the Master/ITP Layout which are part of Master/ITP Layout but not part of any individual Project including Arena and are intended for common use and enjoyment by all residents of the said HFC township and would include infrastructure & services such as township roads, township open spaces, township security, and other township utility infrastructure & services etc.. The Purchaser shall pay towards maintenance of the said Township Infrastructure and Services, in advance for three years, of such amount mentioned hereunder. After the expiry of 3 years the Purchaser/Society/Association of Person/Federation shall be obliged to continue to pay the Township Infrastructure and Services maintenance Charges by paying the same annually, within 30 days of raising the demand for the same of such amount as may be determined by the Developer and the Purchaser will have no objection for the same..

18. **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 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 the Entire Land and/or additional land/s together with all the internal roads and public access roads till such time the Entire 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.

**19. COMMON ACCESS/DRIVEWAY:**

- 19.1. There will be a main common access road for the said Project Land and future developments/Building/s to be constructed on the said Project Land. the main common access road shall be shared by the purchasers of the project Land and the purchasers of the future development of building/s in THE ARENA.
  - 19.2. For access to and from the said Project Land there is an internal road which continues as a common driveway on the Podium areas for the Project Land and other building or buildings to be constructed on the said Project Land (Future Development) in future which may also be used for construction by the Developers workmen/contractors and laborers.
  - 19.3. The purchasers of Flat, the Developer and their authorized personnels, guests, servants, employees shall have right of way over the main common access road and common driveway to enable them to access the said Project Land and or such other building/buildings to be constructed on the said Project Land.
- 20. AMENITIES:** Apart from the Common Areas & Amenities and facilities including amenities mentioned in Fifth Schedule, the Developer will be constructing the Amenities on the Project Land and the Amenities shall be constructed in a phase wise manner. The Developer shall carry out the construction of the Amenities in a phase wise manner which will be completed and operational on the completion of the last building in the ARENA.
21. The developer will be constructing/providing common amenities in THE ARENA and /or in the common Club House. This Club House, 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. All flat purchasers of all the Buildings in the ITP Township shall be entitled to club membership. Furthermore, the purchasers may avail themselves of the club services upon payment of nominal usage charges as determined by the Developer and/or the Facility Management Company (FMC) of the clubhouse, subject to applicable terms and conditions.
22. The said Project land forms part of “Integrated Township Project” and the Purchaser has been informed and is aware that the Project Land 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/sectors.
23. The Developer submits that the Building Plans in the layout are of typical plans and the Purchaser is made aware of the same.

24. The Developer submits that the Sub-station, Diesel Generator set (DG) and all other services may be commonly used by all the Buildings including future Buildings and the Purchaser is made aware of the same.
25. The Developer submits that where Lighting and Ventilation requirements are not met through day-lighting and natural ventilation it shall be ensured through Artificial lighting and Ventilation in accordance with the provision of Part B Building Services-Section1, Lighting and Ventilation of NBC of India and UDCPR Clause No. 9.20.3 on Artificial Lighting and Mechanical Lighting and the Purchaser is made aware of the same.
26. The Developer submits that the Provisions of Artificial Light and Mechanical Ventilation is made and the Purchaser is made aware of the same.
27. The Developer submits that with respect to RG the location, shape, sizes, area and orientation are subject to change at the time of placement of future buildings in balance plot and possible that RG may be proposed jointly at single or more locations and the Purchaser is made aware of the same.

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

28.1. The Purchaser has been informed that the FSI proposed to be consumed in the Phases/Sectors may not be proportionate to the area of the said Project Land on which it is being constructed out of 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(s) on the said Project Land save and except the FSI allocated in clause 6 (6.4) above.

28.2. The intent of the Developer is to construct the Project Land/ Larger Land/ the Entire Land and /or Master Layout and/or additional land/s as an ITP/Township 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 Plot Land/ Larger Land/ the Entire 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 Plot Land/ Larger Land/ the Entire 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 Project Land/ Larger Land/ the Entire 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/utilise 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 Plot Land/ the Entire Land 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 Plot Land/ Larger Land/ the Entire Land and/or Master layout and/or additional land/s, any increase in FSI relating to the Plot Land/ Larger Land/ the Entire 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 Plot Land/ the Entire Land and/or Master Layout and/or additional land/s. This right of the Developer shall prevail and not be disputed by the Purchaser/s till such time the entire ITP/Township is constructed and completed entirely in all respects by the Developer.

- 28.3. 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.
- 28.4. 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.
- 28.5. Neither the Purchaser herein nor any of the other purchasers of the flats/ Flat 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/Association of Person/Federation to be formed of purchasers in such building/s of the Larger Land 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.
- 28.6. 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 Larger Land/ Plot Land including the said 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.

- 28.7. 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.
- 28.8. 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, 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 Plot Land/ Larger Land and shall thereby continue to retain full right and authority to develop the said Plot Land/ Larger Land including 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 Plot Land/ Larger Land and including 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.
- 28.9. The Developer shall be entitled to consume such FSI as may be available in respect of the Plot Land/ Larger Land including 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.
- 28.10. 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.

- 28.11. The purchaser by himself / themselves and /or as a member of the Society/Association of Person / 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.
- 28.12. The Developer shall be constructing residential flats cum commercial, Amenities, utilities i.e. building/s, shops/offices, Retail, School, Townhall, Club House, Hospital/Clinic/Health Care etc on the remaining Sectors of the Entire 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 the Entire 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/Township policy in order to accommodate the existing as well as additional FSI.
- 28.13. 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 Plot Land/ the Entire Land and/or Master Layout and /or additional land/s /Larger Land including the said Project Land 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 Entire Land and/or Master Layout and /or Land/s and Plot Land/ Larger Land including the said Project Land. 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.
- 28.14. The Common Areas and Amenities 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/Association of Person/ federation including the purchasers of Plot Land/ Larger Land including the said Project Land shall not raise any objection of any nature whatsoever in respect thereof.
- 28.15. Under the terms of the policies applicable to ITP, the Developer is at liberty to change the land user of the Sectors/Phases as well as change the location of the Sectors/Phases 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/Township.

- 28.16. 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 Flat 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 structure/s (high rise building/s and/or shops/offices/retail), amenities, utilities etc. forming part of Subsequent Multiple Phases shall be revised/changed.
- 28.17. The Developer is constructing an Integrated Township Project (ITP) on the portion the Entire 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.
- 28.18. The Developer may, in its sole discretion and subject to applicable laws, sub-divide the Entire Land or any portion thereof, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired or adjacent properties, if amalgamated, and/or may acquire further parcels of land adjacent to the Entire Land from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/ development of the several buildings on the Entire Land/future development. The Purchaser/s hereby consent/s to all of the above changes/ amendments/ variations that may be effected by the Developer in the course of the development of the said Project Land, and such consent of the Purchaser/s shall be deemed to be his/her/their/its consent, contemplated under the provisions of the said Act and such other applicable laws. The Developer shall not be required to seek any further consent of the Purchaser/s for the same.
- 28.19. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that in addition to Flat to be constructed on the said Project Land, the Developer will be entitled, if required by law or in terms of this Agreement, to construct further structures ancillary such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, labour camps, substation for power supply company etc. on any portion of the Entire Land. In addition to the said ancillary structures, the service lines common to the buildings constructed/to be constructed on the Entire Land may pass through any portion of the Entire Land and the Larger Land including the Project Land and for which the Developer will not be required to take any further consent of the Purchaser/s.
- 28.20. The Purchaser/s agree/s and confirm/s that the Developer shall be entitled to develop balance portion of the Entire Land and Larger Land including the Project Land in the future in such

manner as the Developer deems fit and the Purchaser/s agree/s to not raise any objection in this regard in the future. The Purchaser/s hereby provide/s his/her/their/its consent to the same and agree/s and undertake/s not to raise any objection in any manner whatsoever in the future in respect thereof.

- 28.21. The Developer shall be entitled to make variations, alterations, amendments or deletions in the plan(s) with respect to the Larger Land including the said Project Land as may be approved by the concerned authority, Further, the Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Entire Land, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in its sole discretion (provided that the same does not adversely affect the RERA Carpet Area of the said Flat of the Purchaser) or if the same is required by the concerned authority and that the Purchaser shall not be entitled to raise any objections against the same.
- 28.22. The development of the Entire Land may envisage construction of underground tanks, fire-fighting tanks, rainwater harvesting tanks, sewage treatment plants, installation of transformers, sub-station, switching station for electrical power supply, access roads and recreation grounds, which (unless otherwise specified in this Agreement) will be shared in common by all residents of purchasers in all buildings constructed/to be constructed on the Entire Land.
- 28.23. The Developer may acquire further tracts of additional land/s that are adjoining to the Plot Land/ Larger Land with the intent of ultimately including such new additional lands to the layout of the Plot Land/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 Plot Land/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 of any nature whatsoever to decrease/reduce the Plot Land/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 a separate Project/s at the sole discretion of the Developer.
- 28.24. The Developer will be at liberty and entitled to revise the plans relating to the Subsequent Multiple Phases/Sectors of the Entire Land and/or Master Layout/ Plot Land/and/or of additional land/s from time to time in such manner as the Developer may deem fit and proper.
- 28.25. The nature of development of the Entire Land /Larger Land/ Plot Land/additional land/s will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

- 28.26. The Developer is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Entire Land/Larger Land/ Plot Land/additional land/s in full or in part, as may be required by the applicable law from time to time.
- 28.27. The Developer will be entitled to develop the Entire Land/Larger Land/ Plot Land/ additional land/s itself or in joint venture with any other person and will also be entitled to mortgage and charge the Entire Land/Larger Land/additional land/s Larger Land and the structures to be constructed thereon from time to time.
- 28.28. The Developer would be entitled to give rights of way/ access/ easementary rights on the Entire Land/ Plot Land/ Larger Land/additional land/s for the development of adjoining lands of the Developer and the same shall not be interrupted or interfered in any manner whatsoever.
- 28.29. Further the Developer shall be entitled to develop the Subsequent Multiple Phases of the Entire Land and/or Master Layout/ Plot Land/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 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/ Flat, 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.

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

- 29.1. 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: -
  - 29.1.1 be solely and exclusively borne and paid by the Purchaser; and
  - 29.1.2 be exclusively of and in addition to the Agreement Value.
  - 29.1.3 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.
- 29.1.4 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.

29.1.5 The Purchaser shall pay all Taxes (defined hereinafter) as and when they are levied, charged, become due and payable, upon the Agreement Value, Interest (mentioned under this Agreement), Liquidated Damages (mentioned under the Agreement), Other Charges & Deposits, transfer charges, premiums, penalties together with all other amounts, charges, deposits, damages, liabilities, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Purchaser herein in relation to, and/or in pursuance of this Agreement.

29.1.6 If any Taxes (mentioned under the Agreement), whether retrospective, or prospective, in nature, arise hereafter, including after the Date of Offer of Possession (mentioned under the Agreement), the Purchaser shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Purchaser by the Developer.

29.1.7 Wherever the term “**Taxes**” appears in this Agreement, the same shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law (defined hereinafter), and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Flat, and/or the Vehicle Parking/s, and/or this Agreement, and/or upon the Agreement Value and/or any or all of the other payments/charges, and/or upon the Society/Federation/Association of person to be formed in respect of the documents and writings to be executed in its favour, as contemplated herein, and/or otherwise; and includes Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, transfer charges, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interests, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any concerned authority.

### **30. INTERIOR WORKS :**

- (a) The Purchaser: (i) shall, on and after taking possession of the said Flat pay a refundable interest free security deposit as determined by the Developer for and towards properly carrying out the interior works in the said Flat,
- (b) The Purchaser shall after taking possession carry out interior works in the said Flat.
- (c) 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.
- (d) 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 Flat, then Developer shall have the right to stop such interior works.

- (e) 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.
- (f) 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 Flat. All cost and consequences in this regard will be to the account of Purchaser(s).
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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 carry 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.
- (k) The Purchaser must extend full cooperation to Developer and contractors of Developer and ensure good governance of such works.
- (l) The Purchaser must ensure that common passages/walkways are not obstructed or damaged while carrying out such works or thereafter forever.
- (m) No external or elevation changes/modifications of whatsoever nature will be permitted to be carried out by Purchaser.
- (n) 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 Flat.
- (o) 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.
- (p) The Purchaser shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledges 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 Flat to the Purchasers.

- (q) 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.
  - (r) 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 adjusting the same from the said interest free security deposit collected from the Purchaser.
- 31.** 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.

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

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

- i. The Developer has clear and marketable title with respect to the said Plot Land/Larger Land including 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 Plot Land/ Larger Land including said Project Land is free from encumbrances save and except as mentioned in clause 5 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.

### **33. 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 "**The ARENA**" in Hiranandani Fortune City and the name of The ARENA 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 Full 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. That the dry and wet garbage shall be separated and the wet garbage generated in the said Project Land shall be treated separately by the residents/occupants of the Project Land.
- 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. That whenever natural marble is used by the Developer in the said Flat, there are going to be inherent imperfections which someone may view as ‘defect’. However these

- imperfections are inherent in natural marble. All natural materials that are to be installed in the Project, and/or the apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discolouration, or tonal differences/variations at the time of installation will be unavoidable;
- xiii. Not to put any claim in respect of the restricted amenities including unsold Flat, unallocated car parks, open car parking space, open space, stilt parkings, Podium car parkings, hoarding, gardens attached to other Flat or terraces and the same are retained by the Developer as restricted amenities.
  - xiv. The Purchaser is aware that the Amenities constructed below the footprint of the building are to be shared by all purchasers of Flat/s in THE ARENA to be constructed on the said Larger Land in a phase wise manner.
  - xv. The Purchaser/s are aware that Retail will be also part of the Larger Land and the Retail will use and proportionately pay the maintenance of the amenities
  - xvi. 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 for giving water, electricity, or any other service connection to the said Building in which the said Flat is situated.
  - xvii. The Purchaser/s or member of Society/ies shall pay the usage charges towards the amenities and facilities to be utilized by the Purchaser/s in the Larger Land to the Developer/ Society/ies or Association of Person/Federation.
  - xviii. 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.
  - xix. 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 Purchaser 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.

- xx. 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 on the said Project Land 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.
- xi. 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.
- xii. The Purchaser hereby confirms and acknowledges that the specifications 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. The Purchaser is aware and therefore confirms that the Service layout drawings sheet approved under MSRDC Commencement Certificate is just a schematic layout and are

subject to change during actual construction depending upon design and planning constraints and site conditions etc.

- xxvii. 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.
  - xxviii. 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.
34. The Purchaser confirms that this agreement is 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.
35. 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.
36. In case the transactions being executed by this agreement between the Developer and the Purchaser is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees/ charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Developer/ Purchaser/s/ both as the case may be, in accordance with the agreed terms of payment.
37. 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 Flat, 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.

- 38.** 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.

**39. NOTICES**

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/E-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: Mrs. Priyanka Satish Dhawale**

**Address: R.No.402, A Wing, Sankalp Siddhi Society, Marathon Complex, Karve Nagar, Kanjurmarg-East, Mumbai 400042.**

**Notified Email ID: satishdhawale363@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.

**40. 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.

#### **41. RIGHT TO AMEND**

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

#### **42. 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.

#### **43. 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 Building or said Project Land (as the case may be), the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flat in the said Building or said Project Land (as the case may be).

#### **44. 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.

#### **45. 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.

#### **46. 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.

#### **47. UNSOLD FLAT/S:**

47.1. The Developer shall, even after formation of the said Society/ Association of Person/federation be entitled to deal and dispose off such unsold / unallotted Flat /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.

47.2. 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 Flat 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/Federation Association of Person/.

47.3. All unsold and/or unallotted Flat/s, units and retail area/s, spaces in the said Building including without limitation to unsold/ unallotted parking spaces in the basement/ podium/ mechanized shall always belong to and remain the property of the Developer.

47.4. The Developer shall be entitled to join as a member of the Society/Association of Person/federation in respect of the unsold 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.

#### **48. 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.

#### **49. 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.

#### **50. 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.

51. The Purchaser and/or Developer shall present this Agreement 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.

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

**53. 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.

**54. 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 LARGER LAND**

All that piece and parcels of land bearing ITP Plot No. RZ-05(pt), Gut No. 6/1(pt) of Village-Panshil, Taluka Khalapur Dist Raigad admeasuring area 41256.219 sq. mtrs., Pin code 410222.

**THE SECOND SCHEDULE ABOVE REFERRED TO SAID PROJECT LAND**

(Description of the said Project Land admeasuring **865** sq. mtrs earmarked for the development of Area)

All that piece and parcels of portion/part of land bearing ITP Plot No. RZ-05(pt), Gut No. 6/1(pt) of Village- Panshil, Taluka Khalapur Dist Raigad Pin Code 410222.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Description of said Building)**

Building named **GREENFIELD** consisting of Basement-2 +Basement-1+Ground+Podium 1 +2<sup>nd</sup> to 41 upper residential floors to be constructed on portion/part of the said Project Land bearing ITP Plot No. RZ-05(pt), Gut No. 6/1(pt) of Village- Panshil Taluka Khalapur, Dist Raigad Pin Code 410222.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

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

Flat bearing No.**1405** of carpet area admeasuring **68.16** sq. mtrs i.e. equivalent to **733.69** sq. ft on **14<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.1,19,56,974/- (Rupees One Crore Nineteen Lakhs Fifty Six Thousand Nine Hundred and Seventy Four only)** along with **1 Single** parking space at **Basement Level - 2** bearing No.**09** admeasuring **27.50** m<sup>3</sup> having **5.0** mtr length **2.5** mtr breadth **2.2** mtr vertical clearance. There is a balcony carpet area admeasuring

**4.87** sq. meters i.e. equivalent to **52.37** square feet and utility carpet area admeasuring **0.00** sq. meters i.e. equivalent to **0.00** square feet (other Areas). The exact location and identification of such car parking space/s in the basement/podium/mechanized will be finalised by the Develop only upon the completion of the said Project Land i.e. said Building.

### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

**A) Description of the common areas of the Project Land provided:**

	Type of common Areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
i	NA	-	-	-
ii	NA	-	-	-
iii	NA	-	-	-

**B) Facilities/ amenities provided/to be provided within the building including in the common area of the building:**

	Type of facilities / amenities Provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/ area of the facilities / amenities	FSI Utilized or free of FSI
i	NA	-	-	-	-	-
ii	NA	-	-	-	-	-
iii	NA	-	-	-	-	-

**C) Facilities/ amenities \to be provided within the Layout of the said Project Land and/or common area of the Layout of the said project Land:**

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/ area of the facilities / amenities	FSI Utilized or free of FSI
i	NA	-	-	-	-	-
ii	NA	-	-	-	-	-
iii	NA	-	-	-	-	-

**D) The size and the location of the facilities/ amenities in form of open spaces (RG / PG etc.) to be provided within the Project Land and / or within the layout of the Project Land:**

	Type of open spaces (PG/FG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i	NA	-	-	-	-
ii	NA	-	-	-	-
iii	NA	-	-	-	-

**E) Details and specifications of the lifts:**

	Type Lift (passenger/service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity weight (kg)	Speed (mtr/sec)
i	Passenger lift	4	Capacity 1300	4.0
ii	Fireman Evacuation Lift	1	Capacity 1600	3.0
iii	Parking lift	2	Capacity 650	1.0

**Note:**

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of tile Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG /PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

### THE SIXTH SCHEDULE ABOVE REFERRED TO

#### Amenities to be provided in the said Flat

Sr. No.	Particulars	Type
<b>A Internal Flooring</b>		
1	<b>Living &amp; Dining</b>	Vitrified tiles
2	<b>Bedrooms</b>	Vitrified tiles
3	<b>Common Bedroom</b>	Vitrified tiles
4	<b>Passages</b>	Vitrified tiles
5	<b>Balcony</b>	Anti-Skid Vitrified tiles
6	<b>Kitchen</b>	Vitrified tiles
7	<b>Utility room</b>	Anti-Skid Vitrified tiles
<b>B Windows</b>		
1	<b>Type &amp; Section</b>	<b>Heavy gauge aluminium single glazed windows</b>
<b>C Doors</b>		
1	<b>Type &amp; Finishes</b>	<b>Main entrance door in Veneer with Melamine finish</b>
		<b>Laminate on all internal doors</b>
<b>D Toilets</b>		
1	<b>Master Toilet</b>	<b>Vitrified tiles flooring</b>
		<b>Dado upto false ceiling</b>
		<b>Wall mounted WC</b>
		<b>Wash basin with counter</b>
		<b>False ceiling with recessed lights</b>
		<b>Shower area partial glass partition</b>
		<b>High quality bathroom fittings</b>
		<b>Geyser</b>
		<b>Exhaust fan</b>
		<b>Bathroom wall mirror</b>
		<b>False ceiling with recessed lights</b>

2	Other Toilets	Vitrified tiles flooring
		Dado upto false ceiling
		Wall mounted WC
		Wash basin with counter
		False ceiling with recessed lights
		High quality bathroom fittings
		Geyser
		Exhaust fan
		Bathroom wall mirror
		False ceiling with recessed lights
E	<b>Kitchen</b>	
1	Platform	Quartz Stone
2	Dado	Vitrified Tiles, above counter
		Ceramic Tiles below counter
3	Modular	Below Platform Cabinet
		(Marine ply)
		Sink With Drainboard
4	White Goods	Geyser
		Exhaust Fan
		Water Purifier
		Hob
F	<b>Air - conditioning</b>	
1	Living, Dining & All Bedrooms	Air-Condition with Split Unit
G	<b>Electrical</b>	
1	Modular Switches	High quality, seamless
2	Video Door Phone + Intercom	
3	FTTH	With Cabling
H	<b>Balcony</b>	
1	<b>Waterproof Switches</b>	
2	<b>Provision for Ceiling light</b>	

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(RERA ACCOUNT NUMBER)**

ACCOUNT NAME	PERSIPINA DEVELOPERS PVT LTD RERA DESIGNATED COLLECTION A/C FOR GREENFIELD
BANK NAME	ICICI BANK
ACCOUNT NO.	777705222563
BRANCH ADDRESS	GALLERIA SHOPPING MALL, HIRANANDANI GARDENS, POWAI, MUMBAI - 400076
IFSC CODE	ICIC0000020
MICR NO.	400229004

The above payments have been deposited in RERA Designated Collection Bank Account, ICICI Bank, Powai Branch having IFS Code ICIC0000020 situated at Mumbai - 400076. In addition to the above bank account, the Developer has opened RERA Designated Separate Bank Account and

RERA Designated Transaction Bank Account having Account No. 777705222564 and 777705222565 respectively.

**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. **Priyanka Satish Dhawale** )

Signature \_\_\_\_\_ )

In the presence of: )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

**SIGNED AND DELIVERED** )

By the within named **PURCHASER** )

Shri/Smt. **Satish Bhausaheb Dhawale** )

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.11,83,740/- (Rupees Eleven Lakhs Eighty Three Thousand Seven Hundred and Forty Only).**

**Rs.11,83,740/-**

**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.1,19,56,974/- (Rupees One Crore Nineteen Lakhs Fifty Six Thousand Nine Hundred and Seventy Four only)** in the following manner (hereinafter referred to as said “Agreement Value”)

<b>Payment Schedule</b>	
<b>Payment Description</b>	<b>Milestone</b>
Earnest amount (23-08-2025)	10%
Due on or before (22-09-2025)	5%
Due on or before (31-01-2026)	5%
On completion of Footing	10%
On Completion of Plinth	4.50%
On Completion of Podium 1 floor slab	10%
On Completion of 4th floor Slab	4.50%
On Completion of 9th floor Slab	4.50%
On Completion of 14th floor Slab	4.50%
On Completion of 19th floor Slab	4.50%
On Completion of 24th floor Slab	4.50%
On Completion of 29th floor Slab	4.50%
On Completion of 34th floor Slab	4.50%
On Completion of Terrace Floor Slab	4.50%
On completion of OHT & LMR	10%
On Completion Blockwork and apartment Flooring	4.50%
On Receipt of Occupation Certificate	5%
<b>Total</b>	<b>100.00%</b>

Time Being the Essence of this Agreement. The 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.11,83,740/- (Rupees Eleven Lakhs Eighty Three Thousand Seven Hundred and Forty Only)** as Token Amount/Earnest Money/Advance Payment/Application Fee and hereby agrees to pay to the Developer the balance agreement value of **Rs.1,07,73,234/- (Rupees One Crore Seven Lakhs Seventy Three Thousand Two and Thirty Four Only)** in manner mentioned above.

#### **ANNEXURE “E”**

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

1. Rs.30,000/- 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.14,149/- estimated interest free adhoc advance Township maintenance charges for the period of 36 months.
3. Rs.49,521/- 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.99,043/- 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.9,433/- estimated amount towards the adhoc advance share of Property Tax for the period of 12 months.

The above amounts are non refundable,

#### **ANNEXURE – “F”**

Floor Plan of the said Premises 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 02n 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 04th June 2025 executed by Developer in favour of 1) Mr. Saicharan Sadanand Shetty 2) Mr. Anand Thapliyal and 3) Mr. Atish Sahadev Sapkal.

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

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**PERSIPINA DEVELOPERS PRIVATE LIMITED  
DEVELOPER AND**

**PURCHASER 1: Mrs. Priyanka Satish Dhawale**

**PURCHASER 2: Mr. Satish Bhausaheb Dhawale**

**AGREEMENT FOR SALE of Premises bearing No.1405 on  
14<sup>th</sup> Floor in building “Greenfield”**

**DRAFT**