

[●], 2017

[●] (name) ("the Allottee/s")

[●] (address)

**Re:** Premises more particularly described in the First Schedule hereunder in Building no.1 comprising of Towers A, B, C, D, E, F, G and H out of which Towers A, B, C and D of Building No.1 are presently being developed as a phase of the Whole Project known as 'Sky City' and proposed as a "real estate project" by Incline Realty Private Limited ("the Promoter") and being constructed on all those pieces and parcels of land admeasuring approximately 1,01,153.10 square meters which is comprised in a larger property situated at Village Magathane, Taluka Borivali, Mumbai Suburban District ("Larger Property") and to be more particularly described in the Agreement (as defined below).

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1. The Promoter is undertaking the development of the Larger Property in a phase-wise manner ("Whole Project").
2. The development of the Whole Project known as 'Sky City' inter alia consisting of Building No.1 comprising of Towers A , B, C, D, E, F, G and H out of which Towers A, B, C and D of Building No.1 are presently being developed as a phase of the Whole Project and proposed as a "real estate project" by the Promoter and is registered as a 'real estate project' ("the Real Estate Project") with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No. P51800003582 dated 5<sup>th</sup> August, 2017 for the Real Estate Project.
3. The Promoter has agreed to allot the premises ("said Premises") along with certain common areas and facilities appurtenant to the said Premises ("Limited Areas and Facilities") which are more particularly described in the First Schedule hereunder written in the tower more particularly described in the First Schedule hereunder written ("the said Tower") to the Allottee/s, at or for the price as defined in the First Schedule hereunder written ("Sale Price"), and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale ("Agreement") to be submitted to the Authority as part of the Promoter's application with the Authority.
4. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the First Schedule hereunder written.

1) While the Promoter shall endeavour to enter into agreements with the allottees in the form substantially similar to this Draft Allotment Letter, the Promoter reserves its right to make suitable modifications/amendments to this Draft Allotment Letter as the circumstances may require.

2) This document supersedes the earlier Letter uploaded at the time of registration of the Real Estate Project.

5. The Sale Price is required to be paid by the Allottee/s to the Promoter in accordance with the payment schedule as set out in the **Second Schedule** hereunder written. The Allottee/s has/have expressly agreed that the Allottee/s will pay a sum equivalent to 20% of the Sale Price as earnest money (hereinafter referred to as "**Earnest Money**") to the Promoter. The Allottee/s shall, simultaneously on execution of this letter of allotment ("**Letter**"), pay to the Promoter a sum equivalent to 10% of the Sale Price which is equivalent to 50% of the Earnest Money ("**Booking Amount**").
6. The Sale Price excludes taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax 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 Real Estate Project and/or with respect to the said Premises and/or this letter of allotment). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, VAT and all other indirect and direct taxes, duties 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 letter of allotment and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
7. Simultaneous with payment of the second installment of the Sale Price as detailed in the **Second Schedule** hereunder written, the Allottee/s and the Promoter shall execute the Agreement as required under Section 13 of RERA and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.
8. The Allottee/s shall, before delivery of possession of the said Premises deposit such amounts as mentioned in the **Third Schedule and Fourth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Third Schedule** hereunder written are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the same. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Third Schedule and Fourth Schedule** hereunder to the bank account of the Promoter, as detailed in the **First Schedule** hereunder written.
9. The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **First Schedule** hereunder written. The exact location and identification of such car parking space/s in the basements/podium/stilt will be finalized by the Promoter only upon completion of the Real Estate Project in all respects.
10. In the event the Allottee/s does/do not make payment of any installment of the Sale Price (prior to execution and registration of the Agreement) and/or in the event the Allottee/s refuse/s to execute and register the Agreement, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Price/parts thereof ("**the Interest Rate**"), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided

by the Allottee/s, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee/s (“**Promoter Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the entire Booking Amount as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Letter, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

For Incline Realty Private Limited

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Authorised Signatory

Encl: As above

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
*(Meaning of certain terms and expressions)*

<b>Sr. No.</b>	<b>Terms and Expressions</b>	<b>Meaning</b>
1.	Said Premises	Flat No. [●] on the [●] floor of the said Tower.
2.	Said Tower	[●]
3.	Carpet area of the said Premises as per RERA	[●]
4.	Sale Price	Rs. [●]/- (Rupees [●] Only)
	(i) Sale Price towards the carpet area of the said Premises	Rs. [●]/- (Rupees [●] Only)
	(ii) Proportionate Sale Price towards the Limited Areas and Facilities	Rs. [●]/- (Rupees [●] Only)
5.	Bank Account of the Promoter	[●]
6.	Car parking space/s	Permission to park in [●] ([●]) car parking space/s.
7.	Limited Areas and Facilities	[●]
8.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●] Promoter's fax number: [●]  Allottee/s email address: [●] Allottee/s phone number: [●] Allottee/s fax number: [●]
9.	PAN	Promoter's PAN: [●] Allottee/s PAN: [●]

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
*(Schedule of Payment of the Sale Price as payable by the Allottee/s)*

<b>Sr. No</b>	<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
1	At the time of Booking (being 50% of the Earnest Money)	10%	[•]
2	Upon Execution of Agreement (including balance 50% of the Earnest Money)	20%	[•]
3	On Completion of Plinth	15%	[•]
4	Proportionate [•] installments upon casting of relevant slabs	25%	[•]
5	Completion of the walls, internal plaster, floorings, doors and windows of the said Premises	5%	[•]
6	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	[•]
7	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the said Tower	5%	[•]
8	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the said Tower	10%	[•]
9	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Tower	Balance amount	[•]

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(being the amounts to be paid by the Allottee/s in accordance with this Letter)*

<b>Sr. No</b>	<b>Particulars</b>	<b>Amount</b>
1	Charges towards formation and registration of the Society and Apex Body, along with applicable taxes	[•]
2	Deposit towards water, electricity, and other utility and services connection charges	To be paid to the utility supplier at actuals

3	One-time non-refundable membership fee with respect to the club house forming part of the Whole Project (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
4	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
5	Development charges (taxes to be paid separately by the Allottee/s at applicable rates)	[•]

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(being the amounts to be paid by the Allottee/s in accordance with this Letter)*

Sr. No	Particulars	Amount
1	Share application money of the Society	[•]
2	Corpus fund contribution	[•]
3	Proportionate share of taxes and other charges/levies in respect of the Society and Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
4	Deposit towards provisional monthly contribution towards outgoings of the Society and Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	[•]

**DRAFT AGREEMENT FOR SALE OF PREMISES**

**BETWEEN**  
**INCLINE REALTY PRIVATE LIMITED**  
**(THE PROMOTER)**

**&**

**[•]**  
**(THE ALLOTTEE/S)**

**FLAT NO. [•]**

**[•] FLOOR**

**TOWER [•]**  
**SKY CITY**

**[•] (add address)**

**[•], [•], [•]**

*1) While the Promoter shall endeavour to enter into agreements with the allottees in the form substantially similar to this Draft Agreement For Sale of Premises, the Promoter reserves its right to make suitable modifications/amendments to this Draft Agreement For Sale of Premises as the circumstances may require.*

*2) This document supersedes the earlier document titled "DRAFT AGREEMENT FOR SALE OF PREMISES" uploaded at the time of registration of the Real Estate Project.*

**AGREEMENT FOR SALE OF PREMISES**

THIS AGREEMENT is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN**

**INCLINE REALTY PRIVATE LIMITED** a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Commerz, 3<sup>rd</sup> floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai–400 063, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

**AND**

«**M\_1st\_name**»«**Name\_1**»,«**M\_2nd\_name**»«**Name\_2**»,«**M\_3rd\_name**»«**Name\_3**», having his/her/their address at «**Add1**», hereinafter referred to as “**the Allottee/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 his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and

administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

**WHEREAS:**

- A. The Promoter is the owner of and/or is seized and/or possessed of and/or is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 1,01,153.10 square meters which is more particularly described in the **First Schedule** hereunder written and is delineated by red colour boundary line on the plan annexed and marked as **Annexure “1”** hereto (“**the Larger Property**”). The details pertaining to the title of the Promoter to the Larger Property, the pertinent approvals and permissions issued in respect of the Larger Property, litigation proceedings in respect of the Larger Property, covenants (if any) affecting the Larger Property, impediments (if any) attached to the Larger Property, encroachments (if any) on the Larger Property, permissions to be obtained which affects the Promoter’s title to the Larger Property, and mortgages/charges on the Larger Property (if any), are elucidated in the Title Certificate and Compendium to Title Certificate both dated 13<sup>th</sup> May, 2015 and Addendum to Title Certificate dated 19<sup>th</sup> January, 2017 issued by Wadia Ghandy & Co., Advocates & Solicitors, copies whereof are annexed and marked as **Annexure “3”** hereto (“**Title Certificate**”).
- B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Property is as follows,-
  - (i) There are no tenants / occupants on the Larger Property and the Promoter is in exclusive possession thereof save and except as mentioned in paragraph N (4) of the Compendium to Title Certificate dated 13<sup>th</sup> May, 2015 and paragraph L (5) of the Addendum to Title Certificate dated 19<sup>th</sup> January, 2017;
  - (ii) There are no illegal encroachments on the Larger Property save and except as mentioned in paragraph N (4) of the Compendium to Title Certificate dated 13<sup>th</sup> May, 2015 and paragraph L (5) of the Addendum to Title Certificate dated 19<sup>th</sup> January, 2017; and
  - (iii) There is no mortgage or lien or charge on the Larger Property save and except on the units/premises referred in paragraph D to the Addendum to the Title Certificate dated 19<sup>th</sup> January, 2017.
- C. The detailed scheme of development attached at **Annexure “1”** discloses the sanctioned/proposed designated uses of the buildings/structures/towers/wings and the phase/s of development on the Larger Property and is based on the current Approved Layout for the Larger Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the plans as proposed in **Annexure “1”** or in such other manner as may be possible under the relevant DCR/applicable laws. The Promoter is entitled to develop the Larger Property by consuming maximum Floor Space Index (“**FSI**”) as more particularly set out in this Agreement and by constructing buildings thereon, as mentioned in this Agreement.
- D. The Promoter is undertaking the development of the Larger Property (“**the Whole Project**”) in a phase-wise manner as mentioned at Recital E below.

E. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-

- (i) The Whole Project shall be developed in a phase-wise manner.
- (ii) The Promoter proposes to utilize a total FSI of 4.00 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas together aggregating up to 6,55,473 square meters plus the parking area/s and the amenities (“**Full Development Potential**”) in the course of the phase wise development of the Whole Project.
- (iii) The Promoter has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the Larger Property *inter alia* specifying and identifying the Whole Project, the Real Estate Project (defined below), the Other Residential Component (defined below), the Non-Residential Component (defined below) and the Non-Residential Exclusive Amenities (defined below) and the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Full Development Potential (“**Approved Layout With Phasing/User Superimposed**” or “**ALPS**”) and the layout whereof is annexed to this Agreement as **Annexure “1”**. The Allottee/s has/have been informed and acknowledge/s that a PPL (defined below) may be constructed as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project and the same may be handed over to the MCGM (defined below) in accordance with the provisions of the DCR and applicable law.
- (iv) The Allottee/s has/have also perused copies of the amended layout approval dated 17<sup>th</sup> July, 2017 bearing reference no. CHE/WSII/0606/R1/302 (“**Approved Layout**”) issued by Municipal Corporation of Greater Mumbai (“**MCGM**”), which is annexed to this Agreement as **Annexure “2”**.
- (v) The ALPS annexed as **Annexure “1”** hereto discloses *inter-alia*:
  - (a) The Real Estate Project (defined below) along with the common areas, facilities and amenities;
  - (b) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential buildings/structures/towers/wings along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (“**Other Residential Component**”) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter referred to as the “**Other Residential Portion of the Larger Property**”.
  - (c) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (“**Other Residential Exclusive Amenities**”) and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

- (d) Further, the Promoter has developed and further proposes to develop in one or more phases non-residential buildings/structures/towers/wings along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (“**Non-Residential Component**”) and the portion of the Larger Property upon which the Non-Residential Component developed and/or shall be developed in such manner as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter referred to as the “**Non-Residential Portion of the Larger Property**”.
- (e) On the Larger Property including the Non-Residential Portion of the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which shall be for the exclusive use of such person(s) as the Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures/towers/wings and such common areas, facilities and amenities shall not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component (“**Non-Residential Exclusive Amenities**”).
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Other Residential Component and the Non-Residential Component of the Whole Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Whole Project.
- (vii) The name of the Other Residential Component, the Non-Residential Component and any branding/designation of the entire development of the Larger Property / Whole Project shall be as decided by the Promoter from time to time.
- (viii) The nature of development of the Larger Property will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (ix) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Property shall be in accordance with applicable law as amended from time to time.
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (xi) The Promoter shall be entitled to confer title of particular tower/wing to such Other Societies, as mentioned at Clause 10.2 below.

- (xii) The details of formation of the Apex Body (defined below), and, conferment of title upon the Apex Body with respect to a portion of the Larger Property and the Whole Project Included Amenities (defined below) and, retention of title by the Promoter with respect to the Non-Residential Component and the Non-Residential Portion of the Larger Property and the Non-Residential Exclusive Amenities, is more particularly mentioned at Clause 10 below.
- (xiii) The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Larger Property to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Larger Property to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Property left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity including the PPL, set back land, reservations and also exclusive of the Non-Residential Component, the Non-Residential Portion of the Larger Property and the Non-Residential Exclusive Amenities would be available for transfer to the Apex Body as mentioned at Clause 10.3 below.
- (xiv) The Promoter would be entitled to aggregate any contiguous/adjoining land parcel with the development of the Larger Property, as provided under the First Proviso to Rule 4(4) of the RERA Rules (defined below).
- (xv) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property (“**Proposed Future and Further Development of the Larger Property**”), in full or in part, as may be required by the applicable law from time to time.

F. The development of the Whole Project known as ‘**Sky City**’ *inter alia* consisting of Building No. 1 comprising of Towers A, B, C, D, E, F, G and H out of which Towers A, B, C and D of Building No.1 are presently being developed as a phase of the Whole Project and proposed as a “real estate project” by the Promoter and is registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No. P51800003582 dated 5<sup>th</sup> August, 2017 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “8”** hereto.

G. The principal and material aspects of the Real Estate Project as being registered with the Authority, are briefly stated below,-

- (i) Towers A, B, C and D *inter alia* of Building No. 1 constitute the Real Estate Project in accordance with the provisions of RERA and the RERA Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in red colour wash on the plan annexed and marked as **Annexure “1”** hereto and more particularly described in the **Second Schedule** hereunder written.
- (ii) The construction and development of Building No.1 *inter alia* comprising of Towers A, B, C and D of the Real Estate Project are presently sanctioned in the

manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time, and presently, it is contemplated that Towers A, B, C and D of the Real Estate Project shall be constructed as more particularly described in the **Second Schedule** hereunder written.

- (iii) The name of the Real Estate Project shall at all times be ‘**Sky City**’ (in common along with such other phases of the Whole Project as the Promoter may deem fit).
- (iv) The Real Estate Project is proposed to *inter alia* comprise of apartments, flat/s, premises;
- (v) The details of FSI as sanctioned till date for consumption in the construction and development of the Real Estate Project and the further FSI that the Promoter proposes to eventually consume and the aggregate FSI to be utilized in the construction and development of the Real Estate Project are more particularly set out in the **Second Schedule** hereunder written.
- (vi) The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/premises in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/premises and to the exclusion of other allottee/s in the Real Estate Project (“**Limited Areas and Facilities**”). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s in the said Premises and appurtenant to the said Premises and as more particularly described in the **Sixth Schedule** hereunder written. The Allottee/s agree(s) to not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the usage thereof.
- (vii) The common areas, facilities and amenities in the said Tower (defined below) in the Real Estate Project that may be usable by the Allottee/s and other allottee/s within the said Tower on a non-exclusive basis (“**Tower Amenities**”) in the Real Estate Project are listed in the **Third Schedule** hereunder written.
- (viii) The common areas, facilities and amenities in the Whole Project including the Real Estate Project and the Proposed Future and Further Development of the Larger Property that may be usable by the Allottee/s and other allottee/s in the Whole Project on a non-exclusive basis (“**Whole Project Included Amenities**”) are listed in the **Fourth Schedule** hereunder written.
- (ix) The Limited Areas and Facilities, the Tower Amenities, the Whole Project Included Amenities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities shall hereinafter be collectively referred to as the “**Entire Amenities**”.
- (x) The Promoter has commenced the process of obtaining the necessary approvals for construction and development of a multi-storey Public Parking Lot (“**PPL**”) as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project in accordance with the provisions of Regulation 33(24) of the DCR and applicable law, which PPL may

be constructed up to approximately 1,96,410 square meters and may be spread over such basement and podium areas in the Whole Project (including the Real Estate Project) as the Promoter may decide at its sole discretion. The tower/s comprised in the Real Estate Project/Whole Project and the PPL may form a composite structure and will be developed by the Promoter as per the plans as may be sanctioned by the concerned authorities from time to time. Therefore, the PPL shall operate as an independent unit. The Allottee/s has/have been made fully aware of the PPL scheme by the Promoter and the same is understood and agreeable to the Allottee/s.

The PPL will eventually be handed over to the MCGM, and which will thereafter be operated and managed as the MCGM may decide. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the MCGM in lieu of development and delivery of the PPL in the manner the Promoter may in its sole discretion deem fit.

- (xi) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (xii) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the Real Estate Project and in the basement levels of the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
- (xiii) The details of formation of the Society (defined below) and, conferment of title upon the Society with respect to the said Tower and the Real Estate Project are more particularly specified in Clause 10.1 and Clause 10.2 below.
- (xiv) A copy of the Intimation of Disapproval (“IOD”) No. CHE/WSII/0505/R1/337(NEW) dated 10<sup>th</sup> February, 2015 as amended on 07<sup>th</sup> November, 2015, 15<sup>th</sup> January, 2016 and 2<sup>nd</sup> August, 2017 and Commencement Certificate (“CC”) issued by the MCGM on 29<sup>th</sup> December, 2015 as amended on 25<sup>th</sup> May, 2016 and 13<sup>th</sup> January, 2017 and subsequently amended on 20<sup>th</sup> April, 2017 and 4<sup>th</sup> August, 2017, are hereto annexed and marked as **Annexure 4**.

H. The Allottee/s is/are desirous of purchasing a residential premises more particularly described in the **Sixth Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the “**said Premises**”) and in the tower more particularly mentioned in the **Sixth Schedule** hereunder written (hereinafter referred to as the “**said Tower**”). The said Tower is delineated by green colour boundary line on the plan

annexed and marked as **Annexure “1”** hereto. The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure “5”** hereto.

- I. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.
- J. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.
- K. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s’s Advocates/consultants:
  - (i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Property;
  - (ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Property, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, Environmental Clearance NOC etc. and such other documents as required under Section 11 of RERA;
  - (iii) All the documents mentioned in the Recitals hereinabove;
  - (iv) Title Certificate;
  - (v) Authenticated copies of the Property Register Cards for CTS Nos. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali, Mumbai Suburban District i.e. the Larger Property, which is annexed and marked as **Annexure “6”** hereto.
- L. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- M. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- N. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Property, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter’s entitlement to develop the Real Estate Project, the Whole Project and the Larger Property and construct the Real Estate Project under various provisions of the DCR and

applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

- O. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.
- P. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Sixth Schedule** hereunder written.
- Q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- R. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the **Sixth Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Price (defined below) as more particularly described in the **Sixth Schedule** hereunder written and agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admits and acknowledges).
- S. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- T. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and acquire, the said Premises.
- U. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- V. The list of Annexures attached to this Agreement are stated hereinbelow:

<b>Annexure “1”</b>	<b>Copy of the ALPS;</b>
<b>Annexure “2”</b>	<b>Copy of the Approved Layout;</b>
<b>Annexure “3”</b>	<b>Copy of the Title Certificate;</b>
<b>Annexure “4”</b>	<b>Copy of the IOD and CC;</b>
<b>Annexure “5”</b>	<b>Copy of the plan of the said Premises;</b>
<b>Annexure “6”</b>	<b>Copy of the Property Register Card for CTS No. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane; and</b>

<b>Annexure “7”</b>	<b>Copy of the typical floor plan.</b>
<b>Annexure “8”</b>	<b>Copy of the RERA Certificate</b>

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

**1. INTERPRETATION**

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

**2.** The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove including at Recital G, and as approved by the MCGM from time to time.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect with reference to this clause shall mean the change in location of the said Premises within the said Tower.

**3. PURCHASE OF THE SAID PREMISES AND SALE PRICE**

**3.1** The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the **Sixth Schedule** hereunder written and as shown in the floor plan annexed and marked **Annexure “7”** hereto, at and for the Sale Price more particularly mentioned in the **Sixth Schedule** hereunder written.

**3.2** The Promoter shall provide to the Allottee/s absolutely free of any consideration, cost, charge and/or fee, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **Sixth Schedule** hereunder written being constructed on the basement/podium/stilt of the said Tower/Real Estate Project. The exact location and identification of such car parking space/s may be finalized by the Promoter only upon completion of the Real Estate Project in all respects.

**3.3** The Sale Price for the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any) is mentioned in the **Sixth Schedule** hereunder written (“**the Sale Price**”). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Price is earnest money and is referred to herein as the “**Earnest Money**”.

**3.4** The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the **Sixth Schedule** hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly mentioned in the **Seventh Schedule** hereunder written.

**3.5** In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax 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 Real Estate Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties 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 Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- 3.6 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 3.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Tower / Real Estate Project is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.
- 3.8 The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- 3.10 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any

persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 3.11 The Sale Price is only in respect of the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.
- 3.12 The Allottee/s shall deduct tax at source (“TDS”) from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s’s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

#### **4. DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER**

The Allottee/s agree(s), declare(s) and confirm(s) that,-

##### **4.1 Title:**

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter to the Larger Property and the entitlement of the Promoter to develop the Larger Property. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

##### **4.2 Approvals:**

- 4.2.1 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project and the Larger Property.
- 4.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the Real Estate Project, the layout thereof, the layout of the Whole Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Third and Fourth Schedule** hereunder written), and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities.
- 4.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **Fifth Schedule** hereunder written.
- 4.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Real Estate Project on the Larger Property.
- 4.2.5 At present, the Promoter estimates that the full and maximal development potential of the Whole Project, Larger Property and the Adjoining Properties

(defined below) as mentioned at Recital G above may permit utilisation of the Full Development Potential on the Larger Property. The aforesaid development potential may increase during the course of development of the Whole Project, the Larger Property and/or the Adjoining Properties, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.

- 4.2.6 The Promoter currently envisages that the Whole Project Included Amenities, shall be provided in the layout of the Whole Project and the Larger Property. Whilst undertaking the development of the Whole Project and the Larger Property to its full and maximal potential as mentioned at Recital E above, there may be certain additions/modifications to the Whole Project Included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consent(s) and agree(s) to the same.
- 4.2.7 As mentioned at Recital N above, the Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said Tower, the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said Tower, the Real Estate Project, the Whole Project and the Larger Property, and also in compliance of applicable laws including but not limited to the DCR.

#### **4.3 Construction & Finishing:**

- 4.3.1 The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).
- 4.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.
- 4.3.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

#### **4.4 Rights and Entitlements of the Promoter & Nature of Development of the Larger Property:**

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 4.4 in

accordance with what is stated at Recitals E and G hereinabove:-

- 4.4.1 The Larger Property is being developed in a phase-wise manner by constructing and developing multiple buildings/towers/wings/structures thereon including the Real Estate Project, Other Residential Component, the Non-Residential Component and the Entire Amenities for residential/non-residential user/s as may be permissible, in the manner more particularly detailed at Recitals E and G hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.2 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights (“TDR”) nomenclatured in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.3 The Promoter has commenced the process of obtaining the necessary approvals for construction and development of the PPL as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project in accordance with the provisions of Regulation 33(24) of the DCR and applicable law, which PPL will eventually be handed over to the MCGM, and which will thereafter be operated and managed as the MCGM may decide. The PPL may be constructed up to approximately 1,96,410 square meters and may be spread over such basement and podium areas in the Whole Project (including the Real Estate Project) as the Promoter may decide at its sole discretion. The tower/s comprised in the Real Estate Project/the Whole Project and the PPL may form a composite structure and will be developed by the Promoter as per the plans as may be sanctioned by the concerned authorities from time to time. Therefore, the PPL shall operate as an independent unit. The Allottee/s has/have been made fully aware of the PPL scheme by the Promoter and the same is understood and agreeable to the Allottee/s. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the MCGM in lieu of development and delivery of the PPL in the manner the Promoter may in its sole discretion deem fit. The proposed PPL may use such entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and

access that shall not be usable by the Allottee/s or any other allottee/s in the Whole Project. The Promoter shall amend the sanctioned plans from time to time for the construction and development of the PPL. In the event the PPL scheme is not implemented for any reason whatsoever or to the extent as envisaged, the basements and podiums shall be reduced accordingly and the same is understood and agreeable to the Allottee/s and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.4.4 The construction and development of the Real Estate Project being a phase of the Whole Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC and the layout for the Real Estate Project/the Whole Project As mentioned and as disclosed at Recital E and G hereinabove and as disclosed in the ALPS at **Annexure “1”** hereto and as part of the Proposed Future and Further Development of the Larger Property, the IOD, CC, layout for the Real Estate Project/the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future) as stated at Recital E above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/ altered/ new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed at Recital E including in the ALPS at **Annexure “1”** hereto and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected -

4.4.4.1 Develop the Whole Project and the Larger Property and construct the building(s) thereon including the Real Estate Project, the Other Residential Component, the Non-Residential Component and the Entire Amenities;

4.4.4.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;

4.4.4.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the IOD and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Whole Project and the Larger Property (both inherent and further/future) at present and in future;

4.4.4.4 To apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the Larger Property as stated in this Agreement;

- 4.4.4.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- 4.4.4.6 To construct, develop and raise buildings, structures, towers and wings on the Larger Property, with and without common podium levels and other common levels;
- 4.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Larger Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.4.8 To construct lesser number of upper floors (from what is disclosed in the ALPS at **Annexure “1”** hereto) in respect of the said Tower and/or the Real Estate Project and/or the Other Residential Component and/or the Non-Residential Component or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.4.9 To construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other authority;
- 4.4.4.10 Construct site offices/sales lounge on the Whole Project and the Larger Property (or part thereof) and to access the same at any time;
- 4.4.4.11 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the Larger Property and any construction thereon including the said Tower, the Real Estate Project, the Other Residential Component and the Non-Residential Component, including to view and examine the condition and state thereof;
- 4.4.4.12 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Larger Property;
- 4.4.4.13 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Larger Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee/s will be required;
- 4.4.4.14 To allot and grant car parking spaces in/on the Whole Project and the Larger Property to allottee/s of units/premises in/on the Whole Project and the Larger Property;
- 4.4.4.15 To grant or offer upon or in respect of the Whole Project and the Larger Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Larger Property.

4.4.4.16 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of flats/units/premises in the said Tower and/or the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the land described in the **First Schedule** and the **Second Schedule** hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Property.

4.4.4.17 The Promoter shall be entitled to construct in, over or around or above the terrace of the said Tower/the Real Estate Project any additional area or facility, including helipads or any other simliar facility/ies as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility, including helipads or any other simliar facility/ies as mentioned hereinabove shall form part of the Non-Residential Exclusive Amenities.

4.4.5 The Promoter has presently contemplated to develop the lands adjacent/adjoining/contiguous to the Larger Property (hereinafter referred to as the “**Adjoining Properties**”). The Promoter shall also be entitled to/required to club/amalgamate the development of the Larger Property (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit,-

4.4.5.1 Amalgamate schemes of development, land plates, lands, land composition and land mix,

4.4.5.2 Float FSI/TDR from the Larger Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property and undertake consequent construction, development, sale, marketing and alienation,

4.4.5.3 Provide common access and entry and exit points to the Larger Property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Larger Property (or part thereof) and the Adjoining Properties,

4.4.5.4 The Promoter reserves its right(s) to amalgamate the Adjoining Properties with the Larger Property and all references in this Agreement to the Larger Property shall be construed as references to such amalgamated property unless the context otherwise requires.

4.4.6 The overall development of the Larger Property being dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including the Whole Project Included Amenities, the Other Residential Exclusive Amenities and/or the Non-Residential Exclusive Amenities. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and might be provided only subsequently.

4.4.7 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said Tower, the Real Estate Project, the Other Residential Component, the Non-Residential Component, the Whole Project and/or the Larger Property or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.

4.4.8 Subsequent to the conveyance to the Society and the Other Societies (defined below) as stated at Clause 10.2 below and the Apex Body Conveyance (defined below) as stated at Clause 10.4 below and completion of development of the Whole Project and the Larger Property, the Promoter will retain air rights (including the air rights above the Real Estate Project, the Other Residential Component and the Non-Residential Component) for branding and designation of the Promoter with respect to the development of the Whole Project and the Larger Property. The conveyance to the Society and the Other Societies as stated at Clause 10.2 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as an 'Oberoi Realty' project. The Apex Body Conveyance as stated at Clause 10.4 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Whole Project and the Larger Property and the right to designate and brand the overall development of the Whole Project and Larger Property as an 'Oberoi Realty' project.

4.4.9 Until conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project or the Other Residential Component or the Non-Residential Component or the Larger Property including on the terrace and/or on the parapet wall and/or on the Larger Property, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Real Estate Project or on the Other Residential Component or the Non-Residential Component or on the Larger Property as the case may be. Until such conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project and/or the Larger Property

respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

- 4.4.10 The Promoter shall be entitled to designate any spaces/areas on the Whole Project and the Larger Property, the Real Estate Project, the Other Residential Component, the Non-Residential Component or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastrucutre (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of units/premises in the Real Estate Project/on the Larger Property/on the Adjoining Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Property.
- 4.4.11 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Property till the time of the Apex Body Conveyance as stated at Clause 10.4 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
- 4.4.12 The name of the Real Estate Project shall always be “**Sky City**”, and shall not be changed without the prior permission of the Promoter.
- 4.4.13 In the event any flats/premises/spaces/areas in the Real Estate Project are unsold/unallotted/unassigned on execution and registration of the conveyance to Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. After the receipt of the Occupation Certificate, the Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- 4.4.14 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and

good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

4.4.15 Without prejudice to what is stated at Clause 7.3 (*Transfer of the said Premises*) below, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

4.4.15.1 The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (such sale price shall be denominated in rupees i.e. INR) and hereinafter referred to as "**Offer Price**"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.

4.4.15.2 In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase /acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.

4.4.15.3 The Promoter may at its sole discretion, on a written request to that effect made by the Allottee/s prior to the exercise of the option by the Promoter as contemplated in Clause 4.4.15.2, dispense with the ROFR upon the Allottee/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Allottee/s be entitled to sell the said Premises

to the said proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

4.4.15.4 The Allottee/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of Clause 4.4.15.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 4.4.15.2 above, then the Allottee/s right to sell the said Premises to such proposed transferee shall lapse, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of Clause 4.4.15 and the process to be followed therein shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 4.4.15.1 to 4.4.15.4 above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.

4.4.16 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

#### **4.5 RIGHTS & ENTITLEMENTS OF THE PROMOTER BEING ESSENCE OF THE CONTRACT**

The Allottee/s agree(s) that since the scheme of development of the Whole Project and the Larger Property placed before the Allottee/s as disclosed at Recital E above and in the ALPS at **Annexure “1”** hereto envisages the development of the Whole Project and the Larger Property in a phased manner to the Full Development Potential, the Allottee/s has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 4 and in Recitals E and G hereinabove and in the ALPS at **Annexure “1”** hereto and the Proposed Future and Further Development of the Larger Property, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities and the PPL as envisaged by the Promoter under the scheme of development.

## **5. PAYMENTS**

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the **Sixth Schedule** hereunder written.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (*Loan & Mortgage*) below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein.

5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated at Clause 16 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.

5.1.8 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due

date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“**Promoter Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

- 5.1.9 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee/s to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion deem fit.
- 5.1.10 The details of the respective Permanent Account Numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the **Sixth Schedule** hereunder written.

## 5.2 **Loan & Mortgage:**

- 5.2.1 The Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the

Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.

- 5.2.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- 5.2.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement, and shall also observe and be compliant with the terms of Clause 5.1.3 of this Agreement.

## **6. CAR PARKING SPACE/S**

- 6.1 The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **Sixth Schedule** hereunder written. The exact location and identification of such car parking space/s in the basements/podium/stilt will be finalized by the Promoter only upon completion of the Real Estate Project in all respects.
- 6.2 The Promoter has allocated/shall be allocating other car parking spaces to other allottee/s of premises in the Real Estate Project, the Other Residential Component, the Non-Residential Component and the Whole Project and the Allottee/s shall not raise any objection in that regard.

## **7. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS**

### **7.1 Possession of the Premises:**

- 7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the **Sixth Schedule** hereunder written ("Completion Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
  - (a) Any force majeure events;
  - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
  - (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
  - (d) Any other circumstances that may be deemed reasonable by the Authority

7.1.2 The Promoter shall however endeavour to complete the construction of the said Premises by the date as more particularly mentioned in the **Sixth Schedule** hereunder written (“**Early Date**”).

7.1.3 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7.1.1 above), then the Allottee/s shall be entitled to either of the following:-

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“**the Interest Rate**”) for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; **OR**
- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

7.1.4 In case if the Allottee/s elects his/her/their/its remedy under sub-clause 7.1.3 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.1.3 (b) above.

7.1.5 The Limited Areas and Facilities are listed in the **Sixth Schedule** hereunder written. The Tower Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The Whole Project Included Amenities that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written. The disclosures pertaining to the Other Residential Exclusive Amenities, the Non-Residential Exclusive Amenities and the Limited Areas and Facilities have been made by the Promoter as mentioned at Recitals E and G above respectively.

7.1.6 Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing (“**Possession**

**Notice"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement.**

- 7.1.7 The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice.
- 7.1.8 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said Tower/ the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the said Tower/the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the said Tower, the Real Estate Project, the Whole Project and/or the Larger Property.
- 7.1.9 Upon receiving the Possession Notice from the Promoter as per Clause 7.1.6 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.1.7 above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
- 7.1.10 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the Larger Property including *inter-alia*, club house membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Whole Project and/or the Larger Property. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the **Ninth Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and

pay such monthly contribution/maintainence charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

- 7.1.11 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the **Eighth Schedule and Ninth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Eighth Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Eighth Schedule and Ninth Schedule** hereunder to the bank account of the Promoter, as detailed in the **Sixth Schedule** hereunder written. The unspent balance, if any, of the amounts mentioned in the **Ninth Schedule** hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s.
- 7.1.12 If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee/s is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society/the Other Societies'/the Other Residential Component Societies'/ the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 7.1.13 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Larger Property.
- 7.1.14 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

7.1.15 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the Tower Amenities. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

## **7.2 Common Areas Facilities & Amenities:**

7.2.1 The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Tower Amenities and the Whole Project Included Amenities in common with other allottee/s and users in the Real Estate Project, the Whole Project, the Adjoining Properties and the Promoter and its contractors, workmen, agents, employees, personnel and consultants, including the car parking space/s mentioned in the **Sixth Schedule** hereunder written. The Allottee/s is/are also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

7.2.2 In the event the Allottee/s is desirous of availing any of the optional fittings/furniture/fixtures/equipment in respect of the said Premises as set out in the **Sixth Schedule** (“**Optional Fittings / Furniture / Fixtures / Equipment**”), then the Allottee/s agree(s) and confirm(s) that the same shall be made available at his/her/their/its cost and expense as may be informed by the Promoter. The Allottee/s further agree(s) to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST, Service Tax, VAT and all other indirect taxes thereon.

7.2.3 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property/Adjoining Properties shall be an integral part of the layout of the development of the Whole Project and the Larger Property including the neighboring buildings/towers on the Larger Property/the Adjoining Properties and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

7.2.4 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.2.5 The Allottee/s shall be required to pay a 1 (one) time non-refundable membership fee with respect to the club house as specified in this Agreement.

- 7.2.6 It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.
- 7.2.7 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.
- 7.2.8 The Allottee/s shall at no time demand partition of the said Premises and/or the said Tower and/or the Real Estate Project and/or the Other Residential Component and/or the Non-Residential Component and/or the Whole Project and/or the Larger Property.

### **7.3 Transfer of the said Premises:**

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

## **8. COVENANTS OF THE ALLOTTEE/S**

The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the said Tower, the Real Estate Project, the Whole Project, and the Larger Property, for maintaining the value of the said Tower, the Real Estate Project, the Whole Project and the Larger Property, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- 8.1 Not to do or suffer to be done anything in or to the said Tower, the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the said Tower, the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottee/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Tower and the Real Estate Project.
- 8.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and the Whole Project (including additional floors on the Larger Property) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.
- 8.3 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Tower and/or the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Tower and/or the Real Estate Project.

- 8.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.
- 8.5 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the said Tower and the Real Estate Project.
- 8.6 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Tower and the Real Estate Project.
- 8.7 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 8.8 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Tower and the Real Estate Project.
- 8.9 Not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 8.10 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Tower and the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the said Tower and/or the Real Estate Project or do any act to affect the FSI/development potential of the Larger Property.
- 8.11 Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Tower or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 7.1.12 of this Agreement shall immediately cease and the Allottee/s/the Society/the Other Societies'/the Other Residential Component Societies'/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 8.12 To maintain the aesthetics of the said Tower or the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the said Tower, the Real Estate Project, the Whole Project and the Larger Property, the Allottee/s agree and covenant as follows:
  - 8.12.1 Not to affix any fixtures or grills on the exterior of the said Tower/the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the

standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter. Out of the said sum of Rs. 1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the said Tower/the Real Estate Project because of the fixtures and/or grills or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.2 Not to install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only). Out of the said sum of Rs.1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the said Tower/the Real Estate Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance of the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.3 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Property and the said Tower/the Real Estate Project. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts

outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.4 Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the said Tower, the Real Estate Project or the Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the said Tower, the Real Estate Project or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the the said Tower/the Real Estate Project/the Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the said Tower/the Real Estate Project/the Larger Property and or the lifts installed in the said Tower/the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the said Tower and/ or the Real Estate Project and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the said Tower and/or the Real Estate Project and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the said Tower and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.6 Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage said Tower and/or the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in said Tower and/or the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in said Tower and/or the Real Estate Project. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.7 Not to display/permit to be displayed at any place in/upon the said Tower and/or the Real Estate Project or the Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Tower or common area therein or in any other place or on the window, doors and corridors of the said Tower and/or the Real Estate Project. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.8 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the said Tower and/or the Real Estate Project/Larger Property. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s or any person employed by the Allottee/s

commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottee/s cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

- 8.13 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the said Tower and/or the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.
- 8.14 Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the said Tower and/or the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the said Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- 8.15 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Larger Property to the access, ingress and egress into and upon the Larger Property including the said Tower, the Real Estate Project, the Whole Project, the Other Residential Component, the Non-Residential Component, the Tower Amenities, the Whole Project Included Amenities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever including

for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

- 8.16 Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Tower and/or the Real Estate Project which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Tower and/or the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.
- 8.17 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Tower/the Real Estate Project.
- 8.18 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- 8.19 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Tower/the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- 8.20 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- 8.21 Shall cause the Society to paint the the said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the land comprised in the Larger Property in favour of the Apex Body as stated at Clause 10.4 below and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Tower and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.
- 8.22 Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 8.23 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made

for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not to hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

- 8.24 Shall accept, follow and abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the Larger Property, the Whole Project, the said Tower and the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the said Tower/the Real Estate Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- 8.25 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- 8.26 Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- 8.27 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 8.28 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- 8.29 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Property, the Whole Project, the said Tower and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 8.30 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the said Tower, the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 8.31 To rectify and make good any breach or default of any of the covenants contained in this Clause 8, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 8 by the Allottee/s shall be of the essence of this Agreement.
- 8.32 The Allottee/s agree(s) and covenant(s) that the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities shall be exclusively

made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

8.33 The Allottee/s agree(s) and covenant(s) that the entry and exit points and access to the Whole Project and the Larger Property shall be common to all allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee/s agree(s) and covenant(s) to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project, the Whole Project and/or any part thereof. The Allottee/s further agree(s) and covenant(s) that the proposed PPL may use such entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee/s or any other allottee/s in the Whole Project.

8.34 The Allottee/s agree(s) and covenant(s) that the designated recreation ground areas, the clubhouse and swimming pool forming part of the Whole Project Included Amenities shall be common to all the allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same. The Allottee/s further agree(s) and covenant(s) that the Allottee/s shall not through him/her/themselves/itself and or through the Society prevent access of the designated recreation ground areas to the allottee/s / occupants of the Whole Project.

8.35 The Allottee/s is/are aware that the entire Larger Property and the Whole Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Larger Property and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors / assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause 8.35, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the Society Conveyance, Other Societies' Conveyance, the Other Residential Component Societies' Conveyance and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, the Non-Residential Component and the Non-Residential Exclusive Amenities or any part thereof, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is of the essence of this Agreement.

8.36 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Tower/the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the said Tower/the Real

Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Tower/the Real Estate Project.

- 8.37 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Whole Project and/or the Larger Property and the Allottee/s hereby consent(s) to the same.
- 8.38 Not to demand that a compound wall be constructed around the Real Estate Project.

## **9. EVENTS OF DEFAULT**

- 9.1 If one or more of the events or circumstances set out in Clause 9.2 (“**Event of Default**”) shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice (“**Rectification Notice**”) to rectify the same within a period of 15 (fifteen) days from the date thereof (“**Cure Period**”). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default (“**Default**”).
- 9.2 Subject to Clause 9.1 above, the following events shall be construed as a Default,-
  - 9.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
  - 9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.1 above;
  - 9.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (*Covenants of the Allottee/s*) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.);
  - 9.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
  - 9.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
  - 9.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
  - 9.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
  - 9.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s’ assets and properties;

9.2.9 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or

9.2.10 If any of the aforesaid have been suppressed by the Allottee/s.

### **9.3 Consequences of Default:**

9.3.1 On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.8 hereinabove

9.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

## **10. FORMATION OF THE SOCIETY & APEX BODY**

### **10.1 Formation of the Society and Other Societies:**

10.1.1. The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the said Tower in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

10.1.2. The Allottee/s shall, along with other allottees of premises/units in the said Tower, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the said Tower in which the allottees of the premises of the said Tower alone shall be joined as members ("the Society").

10.1.3. For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the said Tower consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.

10.1.4. The name of the Society shall be solely decided by the Promoter.

10.1.5. The Society shall admit all allottee/s of flats and premises in the said Tower as members, in accordance with its bye-laws.

- 10.1.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Tower, if any.
- 10.1.7. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in other towers of the Real Estate Project, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“Other Societies”).
- 10.1.8. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in other towers of the Other Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“Other Residential Component Societies”).
- 10.1.9. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society/Other Societies’/Other Residential Component Societies’, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

## **10.2 Conveyance to the Society and Other Societies:**

- 10.2.1 Within 3 (three) months from the date on which (a) the Promoter has sold all apartments/flats in the said Tower and the Promoter has received the entire sale price and other monies from all allottees in the said Tower and (b) the Full Occupation Certificate with respect to the said Tower is issued, the said Tower inclusive of the Tower Amenities in the said Tower shall be conveyed by the Promoter to the Society vide a registered indenture of conveyance (“Society Conveyance”), provided however that the other towers in the Real Estate Project, the Whole Project Included Amenities, the Other Residential Exclusive Amenities, the Non-Residential Exclusive Amenities and the Larger Property shall be retained by the Promoter and shall not be conveyed to the Society. The Society shall be required to join in execution and registration of the Society Conveyance. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the said Tower including the Tower Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 10.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance/Other Societies’ Conveyance (defined below)/Other Residential Component Societies’ Conveyance (defined below) and the transaction contemplated thereby including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be

borne and paid by the Society alone and the Promoter shall not be liable towards the same.

- 10.2.3 The Promoter shall execute and register similar conveyances to the Other Societies in the Real Estate Project (“**Other Societies’ Conveyance**”).
- 10.2.4 The Promoter shall execute and register similar conveyances to the Other Residential Component Societies (“**Other Residential Component Societies’ Conveyance**”).

### **10.3 Formation of the Apex Body:**

- 10.3.1 Within a period of 6 (six) months from the later of the Society Conveyance, the Other Societies’ Conveyance and the Other Residential Societies’ Conveyance, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society, Other Societies and Other Residential Component Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).
- 10.3.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

### **10.4 Conveyance to the Apex Body:**

- 10.4.1 Within a period of 6 (six) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture of Conveyance (“**Apex Body Conveyance**”) whereby the Promoter shall along with the Whole Project Included Amenities convey in favour of the Apex Body all its right, title and interest in the portion of the Larger Property that is remaining after:
  - (a) handing over the stipulated percentage if any, to the MCGM or statutory authority;
  - (b) developing and handing-over a public amenity;
  - (c) handing-over set back land;
  - (d) handing-over non-buildable/buildable reservations on the Larger Property;
  - (e) retaining non-buildable/buildable reservations on the Larger Property; and
  - (f) retaining the Non-Residential Portion of the Larger Property, the Non-Residential Component and the Non-Residential Exclusive Amenities.
- 10.4.2 It is clarified and agreed that the Apex Body Conveyance shall not include the Non-Residential Portion of the Larger Property, Non-Residential Component, and the Non-Residential Exclusive Amenities, which shall all be retained by the Promoter as the owner thereof and/or may be conveyed by the Promoter to such persons/entities as the Promoter may in its sole discretion deem fit and subject to the right and authority of the Promoter and its

workmen, staff, employees, representatives and agents and all other users/allotees on the Larger Property to the access, ingress and egress into and upon any portion of the Larger Property including the said Tower, the Real Estate Project, the Whole Project, the Other Residential Component, the Non-Residential Component, the Tower Amenities, the Whole Project Included Amenities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever. The relationship and contractual agreement between the Apex Body, the Promoter and such persons/entities as referred hereinabove shall be captured in such deeds, documents and writings as the Promoter may require to be executed and/or registered (“**Retention & Inter-se Agreements**”).

- 10.4.3 It is clarified that the designated recreation ground areas, the clubhouse and swimming pool forming part of the Whole Project Included Amenities shall be conveyed only to the Apex Body and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same.
- 10.4.4 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Property conveyed to the Apex Body and including the Whole Project Included Amenities and the Promoter shall not be responsible for the same.
- 10.4.5 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Apex Body Conveyance, the Retention & Inter-se Agreements and the transaction contemplated thereby, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.
- 10.4.6 Neither the Apex Body nor the Society/the Other Societies shall ever claim and/or demand for partition of the Larger Property or any part thereof.

## **11. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S**

The Allottee/s represent(s) and warrant(s) to the Promoter that:-

- 11.1 He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 11.2 He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 11.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;
- 11.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

- 11.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- 11.6 No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- 11.7 He/she/it/they has/have not compounded payment with his/her/their creditors;
- 11.8 He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 11.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Larger Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 11.10 He/she/it has not indulged into any activity or offence relating money laundering; and
- 11.11 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause 11 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

## **12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate,-

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Property and also has actual, physical and legal possession of the Larger Property for the implementation of the Real Estate Project;
- 12.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 12.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- 12.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- 12.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project,

shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- 12.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Larger Property and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 12.9 The Promoter 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 Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 7.1 above and thereupon shall be proportionately borne by the Society;
- 12.10 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 Larger Property) has been received or served upon the Promoter in respect of the Larger Property and/or the Real Estate Project except those disclosed to the Allottee/s.

### **13. NOMINEE**

- 13.1 The Allottee/s hereby nominate/s the person identified in the **Sixth Schedule** hereunder written (“**said Nominee**”) as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.
- 13.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

### **14. INDEMNITY**

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants, representations and warranties

under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

## **15. CONSTRUCTION OF THIS AGREEMENT**

In this Agreement where the context admits:

- 15.1 Any reference to any statute or statutory provision shall include:
  - 15.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - 15.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.
- 15.2 any reference to the singular shall include the plural and vice-versa;
- 15.3 any references to the masculine, the feminine and/or the neuter shall include each other;
- 15.4 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 15.5 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 15.6 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 15.7 references to a person (or to a word importing a person) shall be construed so as to include:
  - 15.7.1 an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
  - 15.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

## **16. NOTICE**

- 16.1 All notices to be served on the Allottee/s and the Promoter as contemplated by

this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses as specified in the **Sixth Schedule** hereunder written.

16.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

## **17. COSTS & EXPENSES**

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

## **18. ENTIRE AGREEMENT**

18.1 This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottee/s' viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

18.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.

18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Tower, the Real Estate Project, the Whole Project or the Larger Property or any part thereof.

## **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

## **20. WAIVER**

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

## **21. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

## **22. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

## **23. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

## **24. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India.

**25.** The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

## **26. JOINT ALLOTTEES:**

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

**27. DISPUTE RESOLUTION:**

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

**28. GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**29. RIGHT TO AMEND**

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

**30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S**

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 Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

**IN WITNESS WHEREOF** the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
*(Being description of the Larger Property)*

ALL THOSE pieces and parcels of land admeasuring approximately 1,01,153.10 square meters bearing CTS No. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

On or towards East : Western Express Highway;

On or towards West : D.P. Road;

On or towards North : CTS No. 148, 150 and 151 of Village Magathane;

On or towards South : Dattapada Road / D.P. Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(Description of the Real Estate Project being constructed and developed on the Larger Property)*

**Details of the land forming part of the Larger Property on which the Real Estate Project is being constructed and developed:**

ALL THOSE pieces and parcels of land admeasuring approximately 3,619 square meters bearing CTS No. 107/E (pt.) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

On or towards East : CTS No. 107/E (pt.) of Village Magathane;  
 On or towards West : CTS No. 107/E (pt.) of Village Magathane;  
 On or towards North : CTS No. 107/E (pt.) of Village Magathane;  
 On or towards South : CTS No. 107/E (pt.) of Village Magathane.

**Real Estate Project Specifications:**

Sr. No.	Details	Tower A	Tower B	Tower C	Tower D
1.	Basements (including for PPL)	Up to 3 levels			
2.	Podiums (including for PPL)	Up to 8 levels			
3.	Upper Floors (including podium levels)	Up to 64 floors			
4.	Stilts	2 nos	2 nos	2 nos	2 nos

**Real Estate Project FSI details:**

Sr. No.	Details	Area in Square Meters
1.	FSI sanctioned till date for the Real Estate Project	1,52,528.42
2.	Additional FSI proposed to be consumed (not yet sanctioned) for the Real Estate Project	7,471.58
3.	Total FSI proposed to be consumed for the Real Estate Project	1,60,000.00

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Being description of the common areas, facilities and amenities in the said Tower that may be usable by the Allottee/s on a non-exclusive basis)*

Sr. No.	Tower Amenities
1.	Entrance Lobby with High Ceiling
2.	Lift, Lobby and Landings
3.	Corridors
4.	Staircase and Staircase landing

5.	Servant's Toilet on Mid-Landings
6.	Refuge area
7.	Fire Check Floors
8.	High Speed Elevators

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s/occupants in the Whole Project)*

<b>Sr. No.</b>	<b>Whole Project Included Amenities</b>
1.	Driveways and fire tender paths
2.	Landscaped Garden
3.	CCTV in certain common areas
4.	Children's play area
5.	Jogging Track
6.	Squash court
7.	Skating Rink
8.	Swimmimg Pool
9.	Kids Pool
10.	Gymnasium
11.	Steam Room
12.	Yoga/Meditation Room
13.	Multi purpose hall
14.	Indoor Games Area
15.	Aqua Gym
16.	Billards/Pool
17.	Cricket Net
18.	Tennis Court
19.	Badminton Court
20.	Rock Climbing
21.	Back up generator for emergency power
<i>Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis:</i>	
22.	Launderette
23.	Convenience Store
24.	Day Care Center
25.	Doctor's Room/First Aid
26.	Salon
27.	Café

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(Being description of the internal fitting and fixtures in the said Premises)*

<b>Sr No</b>	<b>Details of Internal Fittings and Fixtures</b>
1.	Imported marble flooring for living, dining, kitchen and all bedrooms
2.	Ceramic tiles/Vitrified tiles for Bathroom Flooring and Dado - Kajaria or RAK or Johnson or Nitco or equivalent.
3.	Wash basin counters
4.	Vitrified/Ceramic tiles dado 2 feet high above kitchen platform - Kajaria or RAK or Johnson or Nitco or equivalent.
5.	Kitchen platform with stainless steel sink and drain board- Kitchen sink - Franke or Nirali or equivalent.
6.	Anti-skid tiles in the Balcony areas (wherever applicable) - Kajaria or RAK or Johnson or Nitco or equivalent.
7.	Powder coated Aluminium windows
8.	Concealed Plumbing
9.	Branded C.P fittings - Kohler or Grohe or Jaquar or equivalent
10.	Branded Electrical switches - MK or Legrand or Schneider or Roma or equivalent
11.	Video door phone
12.	Laminated flush doors

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

*(Meaning of certain terms and expressions)*

<b>Sr. No.</b>	<b>Terms and Expressions</b>	<b>Meaning</b>
1.	Said Premises	Flat No. [●] on the [●] floor of the Real Estate Project.
2.	Said Tower	[●]
3.	Carpet area of the said Premises as per RERA	[●]
4.	Sale Price	Rs. [●]/- (Rupees [●] Only)
	(i) Sale price towards the carpet area of the said Premises	Rs. [●]/- (Rupees [●] Only)
	(ii) Proportionate sale price towards the Limited Areas and Facilities	Rs. [●]/- (Rupees [●] Only)
5.	Part Payment towards the Sale Price paid prior hereto	[●]
6.	Bank Account of the Promoter	[●]

7.	Car parking space/s	Permission to park in [●] ([●]) car parking space/s.
8.	Completion Date	[●]
9.	Early Date	[●]
10.	Limited Areas and Facilities	[●]
11.	Optional Fittings/Furniture/Fixtures / Equipment (at such price to be determined by the Promoter)	[●]
12.	Said Nominee	Name: [●] Relationship with Allottee/s: [●] Address of Nominee: [●]
13.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●] Promoter's fax number: [●]  Allottee/s email address: [●] Allottee/s phone number: [●] Allottee/s fax number: [●]
14.	PAN	Promoter's PAN: [●] Allottee/s PAN: [●]

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

*(Schedule of Payment of the Sale Consideration as payable by the Allottee/s)*

<b>Sr. No.</b>	<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
1.	At the time of Booking (Part of the Earnest Money)	10%	[●]
2.	Upon Execution of Agreement (Including balance portion of the Earnest Money)	20%	[●]
3.	On Completion of Plinth	15%	[●]
4.	Proportionate [●] installments upon casting of relevant slabs	25%	[●]
5.	Completion of the walls, internal plaster, floorings, doors and windows of the said Premises	5%	[●]
6.	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	[●]
7.	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the said Tower	5%	[●]

8.	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain of the said Tower	10%	[•]
9.	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Tower	Balance Amount	[•]

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

*(being the amounts to be paid by the Allottee/s in accordance with this Agreement)*

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1.	Charges towards formation and registration of the Society and the Apex Body, along with applicable taxes	[•]
2.	Deposit towards water, electricity, and other utility and services connection charges	To be paid to the utility supplier at actuals
3.	One-time non-refundable membership fee with respect to the club house forming part of the Whole Project (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
4.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
5.	Development charges (taxes to be paid separately by the Allottee/s at applicable rates)	[•]

**THE NINTH SCHEDULE ABOVE REFERRED TO**

*(being the amounts to be paid by the Allottee/s in accordance with this Agreement)*

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1.	Share application money of the Society	[•]
2.	Corpus fund contribution	[•]
3.	Proportionate share of taxes and other charges/levies in respect of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
4.	Deposit towards provisional monthly contribution towards outgoings of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	[•]

**SIGNED AND DELIVERED** by the )  
withinname "Promoter" )  
**Incline Realty Private Limited** through its )  
Authorised Signatory/s )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )  
pursuant to a Power of Attorney dated )  
in the presence of... )  
1. )  
2. )

**SIGNED AND DELIVERED** by the )  
withinname "Allottee/s" )  
1) «name\_1» )  
«name\_2\_no» )  
«name\_3\_no» )  
«name\_4\_no» )  
«name\_5\_no» )  
«name\_6\_no» )  
in the presence of... )  
1. )  
2. )

Witness:

**ADDITIONAL INFORMATION RELATING TO THE PROJECT**  
(To be read in conjunction with Form A)

1. The Promoter is undertaking the development of all those pieces and parcel of land admeasuring approximately 1,01,153.10 square meters bearing C.T.S. Nos. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali, Mumbai Suburban District hereto (“**the Larger Property**”) and is more particularly delineated in red colour in the attached Approved Layout with Phase/User Superimposed (“**ALPS**”).
2. The Promoter is undertaking the development of the Larger Property (“**the Whole Project**”) in a phase-wise manner. The development of the Whole Project is known as ‘**Sky City**’. The Promoter proposes to utilize a total FSI of 4 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas together aggregating upto approximately 655,473 square meters plus the parking area and the amenities (“**Full Development Potential**”) in the course of the phase wise development of the Whole Project.
3. The development of the Whole Project known as ‘**Sky City**’ consists of Non-Residential Component and Building No. 1 comprising of Towers A, B, C, D, E, F, G and H out of which Towers A, B, C and D of the said Building No. 1 are presently being developed as a phase of the Whole Project and proposed as a “real estate project” by the Promoter and being registered as a ‘real estate project’ (“**the Real Estate Project**”) by the Promoter.
4. Without prejudice to the information provided in connection with the registration of the Real Estate Project under the RERA including Form A, the Promoter hereby states the following:
  - (i) The Promoter has commenced the process of obtaining the necessary approvals for construction and development of a multi-storey Public Parking Lot (“**PPL**”) as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project in accordance with the provisions of Regulation 33(24) of the DCR and applicable law, which PPL will eventually be handed over to the MCGM, and which will thereafter be operated and managed as the MCGM may decide. The PPL may be constructed up to approximately 1,96,410 square meters and may be spread over such basement and podium areas in the Whole Project (including the Real Estate Project) as the Promoter may decide at its sole discretion. The said building/tower/s comprised in the Whole Project/Real Estate Project and the PPL may form a composite structure and will be developed by the Promoter as per the plans as may be sanctioned by the concerned authorities from time to time and therefore, the PPL shall operate as an independent unit. In this regard, it is further clarified that in the event the PPL scheme is not implemented on the Whole Project for any reason whatsoever or the PPL scheme is not built to the extent presently envisaged, then the number of basements/podiums as disclosed may reduce.
  - (ii) Apart from the Real Estate Project more specifically shown in red wash in the ALPS, the Promoter proposes to develop in one or more phases other residential buildings/structures/towers/wings along with its/their common areas, facilities and amenities in the Whole Project upon the Larger Property, more specifically shown in grey hatch, (“**Other Residential Component**”) in such manner as the Promoter may in its sole discretion deem fit.
  - (iii) Further, the Promoter has developed and further proposes to develop in one or more phases, non-residential buildings/structures/towers/wings along with their common areas, facilities and amenities upon the Larger Property (“**Non-Residential Component**”). The portion of the Larger Property upon which the Non-Residential Component has been developed and/or shall be developed in such manner as the Promoter may in its sole discretion deem fit and such areas as may be designated as

such by the Promoter are hereinafter referred to as the “**Non-Residential Portion of the Larger Property**”.

- (iv) The Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which may be usable on a non-exclusive basis by the allottee/s of the Real Estate Project and allottees of Other Residential Component.
- (v) Further, the Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which shall not be available to the allottee/s of the Real Estate Project and shall be exclusively made available to and usable by such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) of the Other Residential Component.
- (vi) On the Larger Property including the Non-Residential Portion of the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which shall not be available to the allottee/s of the Real Estate Project and which shall be for the exclusive use of such person(s) as the Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures/towers/wings and such common areas, facilities and amenities shall not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component.

5. The capitalized terms and expressions used herein shall have the same meaning as ascribed to them in the Agreement For Sale Of Premises which has been uploaded on the website of [www.maharera.mahaonline.gov.in](http://www.maharera.mahaonline.gov.in)
6. This document supersedes the earlier document titled “**ADDITIONAL INFORMATION RELATING TO THE PROJECT**” uploaded at the time of registration of the Real Estate Project.

## ANNEXURE 1 APPROVED LAYOUT WITH PHASING /USER SUPERIMPOSED

### LEGEND

- REAL ESTATE PROJECT
- WHOLE PROJECT INCLUDED AMENITY
- OTHER RESIDENTIAL COMPONENT  
(TO BE DEVELOPED IN ONE OF MORE PHASES)
- NON - RESIDENTIAL COMPONENT WITH NON - RESIDENTIAL EXCLUSIVE AMENITIES (TO BE DEVELOPED IN ONE OF MORE PHASES )
- ROAD SETBACK

### NOTE:

1. The detailed scheme of development in this Annexure discloses the designated uses of the buildings/structures/towers/wings and the phase/s of development on the Larger Property and is based on the current Approved Layout for the Larger Property. Any amendments to the approved layout/s in accordance with the applicable laws may result in consequential changes to the scheme disclosed in this Annexure.
2. The Whole Project will also include up to 10 Podiums and up to 3 Basements which will have parking for allottees of the Real Estate Project, allottees/occupants of Other Residential Component (to be developed in one or more phases), Non-Residential Component (to be developed in one or more phases) and Public Parking Lot to be constructed and handed over to MCGM as per the DCR.
3. The Promoter proposes to utilize a total FSI of 4 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas together aggregating up to approximately 655,473 square meters plus the parking area/s and the amenities in the course of the phase-wise development of the Whole Project.
4. The Whole Project Included Amenities (including the club house) shall be shared between the allottees of the Real Estate Project and allottees of the Other Residential Component.
5. Details contained in this Note are subject to terms and conditions more particularly described in the Agreement for Sale of Premises. The capitalized terms and expressions used herein shall have the same meaning as ascribed to them in the Agreement for Sale of Premises.
6. As per draft notification by the Government of Maharashtra dated March 8, 2017, the Larger Property under reference is affected by proposed land use of metro station and allied user to the extent of 1014.56 square meters.

