

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### BETWEEN

**RUNWAL APARTMENTS PRIVATE LIMITED (formerly known as PROPEL DEVELOPERS PRIVATE LIMITED)**, a company incorporated under the provisions of the Companies Act, 2013 having its registered and corporate office at Runwal & Omkar Esquare, 4<sup>th</sup> Floor, Opposite Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E), Mumbai 400 022 (through its duly Authorised Signatory Mr. \_\_\_\_\_ authorized under Board Resolution/POA dated \_\_\_\_\_), hereinafter referred to as the "**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

\_\_\_\_\_, having his/her/their address at \_\_\_\_\_, hereinafter referred to as "**the Allottee**", (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include (i) in case of an individual, his/her/their heirs, executors, administrators and permitted assigns; (ii) in case of a partnership firm, the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner; (iii) 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 HUF; (iv) 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 (v) in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART**.

### WHEREAS:

- A. By virtue of Sanad dated the 14<sup>th</sup> day of February, 1961 and 4<sup>th</sup> December, 1972 (hereinafter referred to as "**Sanad**") executed by the Governor of Maharashtra in favour of Merind Ltd., (then known as Merck Sharp & Dhome of India Private Limited) ("**Merind**"), Merind was allotted all those pieces and parcels of land admeasuring in the aggregate 1,25,029.90 square metres or thereabouts situated at Village Nahur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "**the Whole Land**") inter alia, for construction of factory, office and other ancillary buildings thereon and on the terms and conditions therein contained.
- B. By and under an Order bearing No. ULC/M-34/SC/IC/GAD/665 dated 16<sup>th</sup> August, 1983 (hereinafter referred to as "**the Exemption Order**") issued by the Joint Director of Industries under the provisions of Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "**the ULC Act**"), Merind was granted exemption under the ULC Act for use of the Whole Land for the purpose of industry.
- C. Thereafter, pursuant to an Order dated 11<sup>th</sup> December, 2009 bearing No.C/karya/2-A/Jamin/Kavi/Merind/2009 passed by the Collector of Mumbai, by and under two Deeds of Conveyance dated 31<sup>st</sup> December, 2009 and 5<sup>th</sup> March, 2010, both executed between Merind (therein referred to as the Vendor) of the One Part and Runwal Homes Private Limited (erstwhile R Mall Developers Bangalore Pvt. Ltd., and/or Runwal Homes & Malls Pvt. Ltd.,) (therein referred to as the Purchaser) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. BDR3-01584-2010 and BDR3-2613-2010 respectively ("**said Conveyance Deeds**"), Merind sold, transferred and conveyed unto Runwal Homes Private Limited, all its right, title, interest, claim, benefit in respect of the land admeasuring approximately 82,054.20 square metres, bearing old CTS Nos. 681/A (Part), 681/A3-A8, 681/B and new CTS Nos. 681A/7, 681A/8 and 681A/9 situated at Village Nahur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("**the Larger Land**") for the consideration and on the terms and conditions mentioned therein and more particularly described in the **First Schedule** hereunder written and delineated in black colour boundary line on the plan

annexed hereto and marked as **Annexure "A"**. In addition to the said Conveyance Deeds, Merind also executed two Powers of Attorney dated 9<sup>th</sup> February, 2010 and 6<sup>th</sup> March, 2010 registered with the office of the Sub Registrar of Assurances under Serial No. BDR3-1585-2010 and BDR3-02614-2010 respectively in favour of Runwal Homes Private Limited and its directors for undertaking the various acts, deeds, matters and things in respect of the Larger Land. The Larger Land has been permitted to be transferred in terms of the Order dated 22<sup>nd</sup> September, 2014 passed by the Hon'ble Bombay High Court in Notice of Motion (L) No.350 of 2014 in Writ Petition No. 1752 of 2013;

- D. Merind was running a factory on the Whole Land and the said factory has been closed down by Merind pursuant to a NOC obtained from the Commissioner of Labour vide its letter dated the 4<sup>th</sup> February, 2010.
- E. By and under its Letter dated 26<sup>th</sup> March, 2010 ("said Letter"), the Municipal Corporation of Greater Mumbai ("MCGM") permitted predecessor of the Promoter viz. Runwal Homes Private Limited, to undertake residential/commercial user on the Larger Land on the terms and conditions as mentioned in the said letter. One of the terms of the said Letter was that Runwal Homes Private Limited had to hand over an area of about 18,765.30 square metres to MCGM as amenity area.
- F. On 30<sup>th</sup> October, 2013 by a registered Deed of Declaration cum Indemnity, Runwal Homes Private Limited agreed to transfer an area of 18,765.30 square metres to MCGM as amenity area as per the terms of the said Letter. The revenue records/property register card (PRC) for said area of 18,765.30 square metres was also thereafter transferred in the name of MCGM.
- G. Subsequently, Runwal Homes Private Limited filed Writ Petition No.1885 of 2014 before the Hon'ble Bombay High Court against MCGM and Ors. seeking, inter alia, a relief therein that out of the said amenity area of 18,765.30 square metres, an area of 8209.30 square metres should be handed back/returned to Runwal Homes Private Limited.
- H. By an order dated 29<sup>th</sup> October 2015, the Hon'ble Bombay High Court has allowed the said Writ Petition. Thereafter, MCGM filed a Special Leave to Appeal (C) No. 46 of 2016 ("SLP") before Hon'ble Supreme Court of India against the aforementioned order dated 29<sup>th</sup> October 2015. This SLP was dismissed by the Hon'ble Supreme Court of India by its order dated 11<sup>th</sup> January 2016. MCGM filed Review Petition No. 52 of 2016 before the Bombay High Court which has also been rejected by the Hon'ble Bombay High Court by its order dated 25<sup>th</sup> April 2017.
- I. Since MCGM did not comply with the aforesaid orders, the Runwal Homes Private Limited filed Contempt Petition No. 57 of 2016 against MCGM and Ors. In this Contempt Petition, the Hon'ble Bombay High Court passed an order dated 13<sup>th</sup> September 2017 directing MCGM to fulfil and comply with the orders of Hon'ble Bombay High Court.
- J. Pursuant to the aforesaid order dated 13<sup>th</sup> September 2017 passed in Contempt Petition No. 57 of 2016 of Bombay High Court, MCGM handed over to Runwal Homes Private Limited on 25<sup>th</sup> October 2017, all those pieces and parcels of land admeasuring about 8,209.30 square metres bearing CTS No.681/A8B(part) lying, being and situate at Village Nahur, Taluka Kurla, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban forming part of the Larger Land. The revenue record/ property register card of the area of 8209.30 square metres also stands in the name of Runwal Homes Private Limited.
- K. Thereafter, the Runwal Homes Private Limited has applied to MCGM for grant of development/construction permission under Accommodation Reservation Policy of MCGM, under which, the Promoter has to surrender 40% of the plot area of 8209.30 square metres (i.e. 3283.72 square metres) to MCGM and on the balance 60% of plot area of 8209.30 square metres (i.e. 4925.58 square metres) development/construction can be undertaken.
- L. In these circumstances, the Runwal Homes Private Limited is entitled to develop the said land admeasuring 4925.58 square metres bearing CTS No.681/A8B(part) lying, being and situate at Village Nahur, Taluka Kurla, within the Registration District and Sub-District of

Mumbai City and Mumbai Suburban (hereinafter referred to as the “**said Land**”) by constructing multiple buildings thereon. The said Land is more particularly described in the **Third Schedule** hereunder written and is delineated in Blue colour boundary line on the Plan annexed hereto and marked as **Annexure “A”**.

- M. By and under and Order No RD/WR/Legal/233/CA/03/2018/8923 dated 9<sup>th</sup> February 2018 passed by the office of Regional Director Western Region Ministry of Corporate Affairs in respect of the Scheme of Amalgamation, Runwal Homes Private Limited was merged with **RUNWAL APARTMENTS PRIVATE LIMITED (formerly known as PROPEL DEVELOPERS PRIVATE LIMITED)** (the Promoter) with effect from 13<sup>th</sup> January 2021.
- N. The said Land forms part of the Larger Land and is being developed under a common layout plan.
- O. The Promoter is now developing 1(one) building known as Building No.2 (to be known as ‘**Runwal Pinnacle**’) having 5 (five) towers i.e. Tower 1, Tower 2, Tower 3, Tower 4 and Tower 5 on the said Land (more particularly described in the **Third Schedule** hereunder written and the said Towers are shown delineated in red colour boundary lines on the plan annexed hereto and marked as Annexure “A”) and proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ (“**the Real Estate Project**”) with the 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**”). The Authority has duly issued a Certificate of Registration bearing No. **P51800021322** dated 21.06.2019 (“**the RERA Certificate**”) for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “B”** hereto.
- P. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land including the said Land. The Allottee has also examined all documents recited hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- Q. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below:
  - (i) The name of the Real Estate Project shall at all times be known as ‘Runwal Pinnacle’. The Real Estate Project consists of 5 (five) towers of a building known as Building No. 2 (“**Runwal Pinnacle**”).
  - (ii) The details of each tower are as follows:
    - (a) Tower 1 of the Real Estate Project comprising common basement/ground/stilt/podium having 57 no. of slabs of super structures (54 habitable floors);
    - (b) Tower 2 of the Real Estate Project comprising common basement/ground/stilt/podium having 57 no. of slabs of super structures (54 habitable floors);
    - (c) Tower 3 of the Real Estate Project comprising common basement/ground/stilt/podium having 57 no. of slabs of super structures (54 habitable floors).
    - (d) Tower 4 of the Real Estate Project comprising common basement/ground/stilt/podium having 57 no. of slabs of super structures (54 habitable floors); and

- (e) Tower 5 of the Real Estate Project comprising common basement/ground/stilt/podium having 57 no. of slabs of super structures (54 habitable floors).
- (iii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Fourth Schedule** hereunder written;
- (iv) Total FSI of 78152.28 square metres has been proposed and the same shall get consumed/utilised as per the approvals/sanctioned from time to time, in the construction and development of the Real Estate Project.
- (v) The common areas and amenities provided in and limited to each of the respective Towers to be constructed in the Real Estate Project are listed in **Part – I of the Fifth Schedule** hereunder written (“**Limited Common Areas and Amenities**”). The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in **Part – II of the Fifth Schedule** hereunder written (“**Real Estate Project Amenities**”).
- (vi) No part of common areas, facilities and amenities in the Whole Project (*defined hereafter*) shall be usable by the Allottee save and except the Real Estate Project Amenities and the access to the Whole Project from the Goregaon-Mulund Link Road, which access shall be common and be used by the Allottee and all other allottees/occupants of the premises in the Whole Project (*defined hereafter*) and the Real Estate Project. The Promoter may, at its sole discretion, however, provide a separate access to the Real Estate Project as may be permitted and sanctioned by MCGM. Upon the Promoter providing such separate access to the Real Estate Project, the Promoter shall be entitled to close the said common access for the Allottee and all other allottees/occupants of the respective premises in the Real Estate Project, who shall be required to use the separate access so provided by the Promoter, and they shall not be entitled to use the said common access, to be presently provided.
- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes, in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and/or 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 and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs.
- (viii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and/or at the basement levels of the Real Estate 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 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 infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (ix) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 14 below.
- (x) Copies of the Intimation of Disapproval bearing No. CHE/ES/4261/S/337 (NEW)/IOD/1/New dated 4th June 2019 and Commencement Certificate bearing No. CHE/ES/4261/S/337(NEW)/FCC/2/Amend dated 12<sup>th</sup> July 2023 issued by MCGM, are annexed hereto as **Annexure “C”**.

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

R. The principal and material aspects of the development on the respective portions of the Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below-

- (i) The area of the Larger Land being developed in a phase-wise manner is 82,054.20 square metres.
- (ii) Total FSI of 2,75,782.29 square metres is proposed (including sanctioned/consumed and proposed FSI) on the Larger Land.
- (iii) The Promoter has already constructed 8 (eight) residential towers comprising a complex known as 'Runwal Greens' and 1 (one) retail commercial building known as 'Runwal Galleria' on the balance portion of the Larger Land. The details of Runwal Greens and Runwal Galleria are as follows:-
  - (a) 4 (four) towers comprising common basement/ground/stilt/podium plus 36 (thirty-six) upper habitable floors for 3 (three) towers and 38 (thirty-eight) habitable floors for the 4<sup>th</sup> tower on a portion of the Larger Land admeasuring approximate 3140.87 square metres (plinth area) by utilization of FSI of 93,463.32 square metres. The Promoter has already formed 4 (four) societies, one for each tower, known as Runwal Oakwood Co-operative Housing Society Limited, Runwal Maple Co-operative Housing Society Limited, Runwal Rosewood Co-operative Housing Society Limited and Runwal Cedar Co-operative Housing Society Limited respectively.
  - (b) 4 (four) towers comprising common basement/ground/stilt/podium plus 36 (thirty-six) upper habitable floors for 2 (two) towers, 41 (forty one) habitable floor for 3<sup>rd</sup> tower and 40 (forty) upper habitable floors for the 4<sup>th</sup> tower on a portion of the Larger Land admeasuring approximate 3107.35 square metres (plinth area) by utilization of FSI of 94,375.06 square metres. The Promoter has already formed 4 (four) societies, one for each tower, known as Runwal Ebony Co-operative Housing Society Limited, Runwal Redwood Co-operative Housing Society Limited, Runwal Cypress Co-operative Housing Society Limited and Runwal Pinewood Co-operative Housing Society Limited respectively.
  - (c) 1 (one) retail commercial building on a portion of the Larger Land admeasuring 4992.46 square metres (plinth area) by utilization of FSI of 9421.70 square metres.

The land comprising Runwal Greens and Runwal Galleria are shown delineated in pink colour boundary lines on the plan annexed hereto and marked as **Annexure "A"** and the details of FSI utilized for the same are set out in the **Second Schedule** written hereunder.

- (iv) Subject to the receipt of approvals/sanctions from the MCGM and/or other competent authority(ies), the Promoter further proposes to and/or may carry out further construction in addition to the Real Estate Project on any portion of the Larger Land by consuming additional FSI as may be available from time to time, either upon the land becoming available upon release of the land comprising Accommodation Reservation Policy (as specified in Clause 'K' hereinabove), if any, or due to change in the applicable law or policy of MCGM, or otherwise, on any other portion of the land comprising the Larger Land, as the case may be.
- (v) The Allottee has perused the Proposed Layout Plan ("Proposed Layout") area whereof is shown washed in Green colour on the plan annexed hereto and marked as **Annexure "A"** which specifies, *inter alia*, the location of the buildings/towers/wings built and/or to be built on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Larger Land ("Proposed Potential");

- (vi) As part of the development of the Whole Project, the Promoter has also, inter-alia, constructed a multi-storey GCP/PPL admeasuring an aggregate area of 86,960 square metres situated at the 1<sup>st</sup> Level Basement, 2<sup>nd</sup> Level Basement and Ground Floor on the Larger Land as per the terms of approval granted by MCGM in accordance with the provisions of Regulation 33(24) of the DCR and applicable law, which GCP/PPL has been handed over to the MCGM vide a Deed of Transfer dated 6<sup>th</sup> January 2016 bearing registration No. KRL1-1718 of 2016. It is stated that the GCP/PPL will be operated and managed by MCGM as it may decide in its sole discretion without any interference of the Promoter and/or the allottees/occupants of the premises in the Whole Project including the Real Estate Project. The Promoter is entitled to utilise and exploit the incentive/additional FSI sanctioned by the MCGM in lieu of development and delivery of the GCP/PPL in the Proposed Layout at Annexure "A" hereto and as mentioned in this Agreement. As identified on the Proposed Layout, the GCP/PPL shall have access points (entry and exit) that are independent and separate from the access points used by the Allottee and other occupants of apartments/flats in the Whole Project. The terms and conditions of the said Deed of Transfer dated 6<sup>th</sup> January 2016 shall be binding upon the Promoter as well as on the allottees/occupants of the premises and/or the Society and Other Societies and/or the Apex Body formed in the Whole Project including the Real Estate Project.
- (vii) As mentioned at Recital Q (vi) above, no amenities that are provided in the Whole Project, save and except the Real Estate Project Amenities and the common access presently provided, shall be usable by the Allottees.
- (viii) The 8 (eight) towers (Runwal Greens) already constructed and developed as part of the Whole Project, have been provided with certain common area facilities and amenities, including club house containing several amenities, swimming pools, banquet hall, meditation hall, kids' play area, senior citizen zone, cricket ground, skating rink, jogging track, four level podium parking, etc. ("**Runwal Greens Amenities**"). Further, Runwal Galleria has been provided with car parking facility in the P1B podium level of Runwal Greens ("**Runwal Galleria Amenities**"). The Runwal Greens Amenities and Runwal Galleria Amenities shall be exclusively made available to and be usable by the allottees/occupants of Runwal Greens and Runwal Galleria respectively only, and shall not be available to the Allottee or any other allottees/occupants of apartments/flats in the Real Estate Project. Similarly, the Allottee/occupants of Runwal Greens and Runwal Galleria shall not be permitted/allowed to use the Real Estate Project Amenities.
- (ix) The Promoter shall be entitled to designate any spaces/areas in the Whole Project (including on the terrace and at basement levels of such towers comprised in 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 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 infrastructures such as cables, pipes, wires, meters, antennae, base sub - stations, towers etc.
- (x) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time;
- (xi) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land 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 and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs.

- (xii) The Promoter shall be entitled to confer title of a particular tower/wing to such society/ies, as mentioned at Clause 14 hereinbelow.
- (xiii) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are mentioned at Clauses 15 and 16 hereinbelow.
- (xiv) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land remaining balance after handing over the stipulated percentage if any, to the MCGM or any other statutory, local or public bodies or authorities and/or after developing public amenities, only would be available for transferring and/or conveying to the Apex Body.
- (xv) The nature of development of the Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (xvi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xvii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- (xviii) The Promoter will be entitled to develop the Larger Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.

- S. The Allottee/s is/are desirous of purchasing a residential premises/flat bearing No. **0803** on the **8th** floor of Tower No. [●] of the Real Estate Project known as "Runwal Pinnacle" (hereinafter referred to as "**the said Premises**").
- T. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- U. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- V. 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 of the Premises and to receive the sale consideration in respect thereof.
- W. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Aakar Architects & Consultants and of such other documents as are specified under RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
  - (i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA;

- (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land viz. land admeasuring approximately 82,054.20 square metres in the aggregate bearing old CTS Nos. 681/A (Part), 681/A3-A8, 681/B and new CTS Nos. 681A/7, 681A/8 and 681A/9 including the said Land admeasuring 4925.58 sq. mtrs. bearing CTS No.681/A8B(part) situated at Village Nahur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificate dated 10<sup>th</sup> June 2019 issued by Wadia Ghandy & Co., Advocates, Solicitors & Notary ("Title Certificate"), certifying the right/entitlement of the Promoter, a copy whereof is annexed and marked as **Annexure "D"** hereto; and
- (v) The certified true copies of the Property Register Cards for the Larger Land, are annexed and collectively marked as **Annexure "E"** hereto.

X. An authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure "F"** hereto.

Y. While sanctioning the plans, approvals and permissions as referred to 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 in respect of the Real Estate Project shall be granted by the competent authority.

Z. Further, (i) the requisite approvals and sanctions, for development of the Real Estate Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter. 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.

- AA. Prior to execution of this Agreement, the Allottee 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 and the Whole Project, 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 and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.
- BB. The carpet area of the said Premises as defined under the provisions of RERA is **42.85** square metres (equivalent to [●] sq. feet) plus **0.00** square metres deck area, and **0.00** square meters of utility area if any.
- CC. 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.
- DD. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of **Rs. 10434000/- (Rupees One Crore Four Lakhs Thirty Four Thousand Only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to execution of these presents, the Allottee has paid to the Promoter, a sum of **Rs.1038430/- (Rupees Ten Lakhs Thirty Eight**

**Thousand Four Hundred Thirty Only)** being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

- EE. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- FF. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking on the specific terms and conditions as set out herein below.
- GG. The list of Annexures attached to this Agreement are stated hereinbelow:-

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| Annexure "A" | Plan demarcating (i) the Larger Land in Blue colour boundary line, (ii) the 8 towers and commercial building already completed delineated in Pink colour, (iii) the 5 towers of the Real Estate Project washed in Green colour |
| Annexure "B" | RERA Certificate   |
| Annexure "C" | Copy of IOD and CC   |
| Annexure "D" | Title Certificate issued by Advocates  |
| Annexure "E" | Copy of Property Register Card   |
| Annexure "F" | Plan of the said Premises  |
| Annexure "G" | Payment schedule   |

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

- 1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
- 2. The Promoter shall construct the Real Estate Project being the Building No.2 to be known as "**Runwal Pinnacle**" having 5 (five) Towers i.e. Tower 1, Tower 2, Tower 3, Tower 4 and Tower 5, each Tower consisting of such floors as set out in Recital Q (ii) above and in the Fourth Schedule hereunder written, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Fifth Schedule hereunder written.

**PROVIDED THAT** the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, 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.

- 3. **Purchase of the Premises and Sale Consideration:**
  - (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. **0803** of the **1 BHK** type admeasuring **42.85** square metres equivalent to [●] sq. feet carpet area plus **0.00** square metres deck area, and **0.00** square meters utility area as per RERA on the **8th** floor in Tower No. **2** more particularly described in the **Sixth Schedule** hereunder written and are shown on the floor plan annexed and marked as **Annexure "F"** hereto at and for the consideration of **Rs. 10434000/- (Rupees One Crore Four Lakhs Thirty Four Thousand Only)**.
  - (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park **1 (ONE)** car/s in the covered car parking space in the basement/podium/stilt being constructed in the layout of the said

Land. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.

- (iii) The total aggregate consideration amount for the said Premises is **Rs. 10434000/- (Rupees One Crore Four Lakhs Thirty Four Thousand Only)** ("the Sale Consideration"). It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (ten) of the Sale Consideration is earnest money and is referred to herein as the **"Earnest Money"**.
- (iv) The Allottee has paid before the execution of this Agreement a sum of **Rs. 1038430/- (Rupees Ten Lakhs Thirty Eight Thousand Four Hundred Thirty Only)** on account Earnest Money / as advance payment, as applicable, and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of **Rs. 9395570/- (Rupees Ninety Three Lakhs Ninety Five Thousand Five Hundred Seventy Only)** in the manner and payment instalments more particularly set out in **Annexure "G"** hereto. The Allottee/s hereby agree/s and accepts that in the event the Promoter completes any milestone/s that is/are prior or subsequent to any other construction milestones as mentioned in the payment schedule annexed hereto at **Annexure "G"**, then the Promoter shall be entitled to raise demand for payment towards such completed milestone/s along with the architect's certificate certifying the completeness thereof, and the Allottee/s undertake/s to make payment of the same.
- (v) The Allottee agrees to pay the Sale Consideration in instalments as set out in Annexure 'G' hereto, along with applicable taxes, within **7 (Seven)** days from the date of written demand made by the Promoter, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by the Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within **7 (Seven)** days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.
- (vi) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. **251002080800** maintained with Indusind Bank Ltd, Matunga East Branch with IFSC Code **INDB0000056** ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account No. **251002080801** maintained with Indusind Bank Ltd, Matunga East Branch with IFSC Code **INDB0000056** ("the RERA Account").
- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said 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 and all other indirect and direct taxes, duties and impositions applicable and/or 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 alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of

any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable subsequent payments.
- (ix) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.
- (x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower is complete and the Occupation Certificate is granted by the MCGM or such other competent authority, 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 Consideration payable on the basis of the carpet area of the 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 Allottee within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when such excess amount was paid by the Allottee.. If there is any increase in the carpet area, over and above the defined limit of 3%, then the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this clause, shall be made at the same rate per square metre as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.
- (xi) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.
- (xii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover, and the Allottee shall be liable pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(xiii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, 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 in this clause and Clause 21 herein below (which will not absolve Allottee of its responsibilities under this Agreement).

(xiv) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee 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 Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. 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 MCGM or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation Certificate in respect of the said Premises.

5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee as listed in the Fifth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

The Promoter has notified and the Allottee is aware that the common areas and amenities to be provided in the Real Estate Project are being developed in a phase-wise manner and are to be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the Real Estate Project subject to Force Majeure events. It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately.

6. **FSI, TDR and development potential with respect to the said Tower on the said Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in Recital Q above and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **FSI, TDR and development potential with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the Larger Land (by utilization of the full development potential) and to develop the same in phase-wise manner and has undertaken multiple real estate projects therein in the manner more particularly detailed at Recital R above and as depicted in the layout plans, proformas and specifications at **Annexure “A”** hereto constituting the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. **Possession Date, Delay and Termination:**

(i) The Promoter shall offer possession of the said Premises to the Allottee on or before **30<sup>th</sup> JUNE 2027** along with an extension of 12 months (“**Possession Date**”). Provided

however, that the Promoter shall be entitled to reasonable extension of time from the Possession Date for giving delivery of the Premises ("grace period"), 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;

(ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the Possession Date or within the grace period, (save and except for the reasons as stated in sub-clause (i) herein above), then the Allottee shall be entitled to either of the following options: -

- (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, for every month of delay from the expiry of the grace period ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee;  
**OR**
- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 15 (fifteen) days from the date of receipt of the Termination Notice by the Promoter, to formally cancel this Agreement for Sale, the Allottee shall execute and register a Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque dated 30 (thirty) days from the date of execution of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate"), to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

(iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above and shall be deemed to be continuing in the Real Estate Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.

(iv) Subject to the right of the Promoter to terminate this Agreement, if the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable, till the date such amounts are fully and finally paid together with the interest thereon.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate, as mentioned above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of

any amount due and payable by the Allottee 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 committing 3 (three) defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, 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 fails 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 interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. It is agreed that on such termination and cancellation, the Allottee shall execute and register a Deed of Cancellation in respect of the said Premises in the manner as stated in this sub-clause, and the Promoter shall be entitled to forfeit the Earnest Money being 10% of the Sale Consideration and all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, brokerage/referral fees, taxes paid/payable and administrative charges as determined by the Promoter ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. The Promoter shall refund the balance amount of the Sale Consideration, after deduction of the Forfeiture Amount (as applicable) either within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises or upon resale of the said Premises to another allottee, whichever is later. In the event the Allottee has availed of financial assistance from any Bank or Financial Institute for the purchase of the said Premises, then the Promoter shall deposit the refund amount directly with such Bank/Financial Institution and the Allottee shall seek refund of dues, if any, from such Bank/Financial Institution. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said Premises as mentioned above, the Promoter shall be entitled to retain the Forfeiture Amount and the Allottee shall not be entitled to claim any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any and that the agreement shall be deemed to be cancelled and terminated even in case the allottee fails to execute and register the Deed of Cancellation in respect thereof.

- (vi) It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.

9. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in Part II of the Fifth Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter, are listed in the **Seventh Schedule** hereunder written.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the MCGM or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this

Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

- (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 10 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. On expiry of 15 (fifteen) days from the date of the Possession Notice, it shall be deemed that the Allottee has taken possession of the said Premises and the Allottee shall alone be responsible / liable in respect of any loss or damage that may be caused to the Premises after this date. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in this clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges in respect of the said Premises as applicable and as shall be decided by the Promoter and additionally, shall also be liable to pay the demurrage charges at the rate of Rs. 75/- (Rupees Seventy Five Only) per square foot of carpet area per month or part thereof from the expiry of the aforementioned 15 (fifteen) days period till such time the Allottee takes possession of the Premises.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, effective from the date of issue of the Occupancy Certificate, the Allottee 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 and Larger Land including *inter-alia*, local taxes, betterment charges, GST, 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 Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional CAM Charges as stated hereinbelow. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower 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 may be entitled to receive from the Promoter, compensation for such defect 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 wilful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Real Estate Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discolouration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect

to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the Real Estate Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society and/or Apex Body, as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Real Estate Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

13. **Formation of the Society and Other Societies:**

- (i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, 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 Real Estate Project in which the allottees of the respective premises in the Real Estate Project alone shall be joined as members ("the Society").
- (iii) For this purpose, the Allottee 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 duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee 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.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any 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) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.

- (vii) Upon receipt of the occupation certificate with respect to the said Real Estate Project, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the occupation certificate of the said Real Estate Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.
- (viii) It is clarified that the Promoter may at its sole discretion form separate societies for each tower in the Real Estate Project (“**Other Societies**”).
- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, and (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/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

#### 14. **Conveyance to the Society and Other Societies:**

- (i) Within 3 (three) months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Real Estate Project, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Real Estate Project, whichever is later or latest, or as may be prescribed by the applicable laws, the Real Estate Project comprising the building, habitable floors and Limited Common Areas and Amenities therein together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podiums and stilts shall be retained by the Promoter and shall not be conveyed to the Society (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar conveyances in favour of the Other Societies with respect to their respective towers, if applicable.
- (iii) The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Real Estate Project arises from the Larger Land and the Allottee shall not raise any claim or demand in respect thereof.

#### 15. **Formation of the Apex Body:**

- (i) Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last tower in the Real Estate Project, the Promoter shall initiate the process for applying to the competent authorities to form a federation of societies comprising the Society and/or Other Societies and the Societies formed with respect to Runwal Greens and Runwal Galleria, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules (“**Apex Body**”).

(ii) 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, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

**16. Conveyance of the Larger Land to the Apex Body:**

(i) Within a period of 3 (three) months of registration of the Apex Body, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Whole Project, whichever is later or latest, the Promoter shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the respective societies, in favour of the Apex Body ("Apex Body Conveyance"). It is clarified that the portion of the Larger Land remaining balance after handing over the stipulated percentage if any, to the MCGM or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and conveyed to the Apex Body.

(ii) The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Real Estate Project arises from the Larger Land and the Allottee shall not raise any claim or demand in respect thereof.

(iii) The Allottee and/or the Society and/or the Other Societies and/or the Apex Body shall not raise any objection or dispute if the area of the Whole Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.

(iv) The Apex Body and all its member societies shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

**17. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause 10 above, pay to the Promoter, the following amounts towards charges and deposits, as the case may be:-**

(i) **Rs.651/-** for share money, application entrance fee of the Society and Apex Body;

(ii) **Rs.5000/-** for formation and registration of the Society and Apex Body;

(iii) **Rs. 0/-** for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;

(iv) **Rs. [●]/-** towards provisional BCAM Charges (for a period of [●] months).

(iv) **Rs. [●]/-** towards provisional FCAM Charges (for a period of [●] months)

(v) **Rs. 172906.44/-** as interest free corpus fund

(vi) **Rs. 30000/-** for deposit towards water, electricity, and other utility and services

connection charges;

(vii) **Rs. 39349/-** for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land;

The above amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, above amounts and towards on account of the share capital for the formation of the Society, applicable taxes including GST etc. or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee in to a separate bank account to be intimated by the Promoter to the Allottee ("the Separate Account"). It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/ handover possession of the said Premises to the Allottee.

18. (a) The Allottee shall pay to the Promoter a sum of **Rs.20000/- (Rupees Twenty Thousand Only)** meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

(b) The Allottee shall, in addition to the amount specified in Clause 17 hereinabove, pay to the Promoter a further sum of **Rs. 75,000/- (Rupees Seventy Five Thousand Only)** being interest free refundable security deposit for carrying out fit-out works in the said Premises, which shall be refunded (without any interest) to the Allottee upon completion of the fit-out work and subject to compliance of all conditions as may be specified by the Promoter, and provided that the Allottee has not caused any damage to the structure of the building and has not carried out any unauthorized work, while carrying out such fit-out work. In the event, the Allottee shall have carried the fit-out work or any other interior work in the said Premises in breach of any of the conditions specified herein, the Promoter shall be entitled to forfeit the said interest free refundable security deposit.

19. The use of certain facilities such as club house and swimming pool shall be for the common benefit and joint enjoyment for all allottees, purchasers and occupiers of Premises in the Real Estate Project and shall have usage charges in addition to the membership fees, and, the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon. The use of the club house and swimming pool shall be subject to the Allottee complying with, observing and performing all the terms, conditions and provisions of this Agreement, and subject to compliance of the Rules and Regulations as may be specified by the Promoter and/or the Society and/or the Apex Body, from time to time, as the case may be, provided that in the first instance, the Rules and Regulations shall be specified by the Promoter in its sole discretion.

20. **Common Area Maintenance Charges:**

(i) The costs related to the upkeep and maintenance of the Real Estate Project and the Larger Land shall be jointly borne and paid by the relevant premises allottees / purchasers to the Promoter proportionate to the carpet area of each premises and are payable as the Building Common Area Maintenance Charges ("BCAM Charges") and Federation Common Area Maintenance Charges ("FCAM Charges") as set out hereinbelow. BCAM Charges and FCAM Charges are hereinafter collectively referred to as "**CAM Charges**".

(ii) Simultaneously with handover of possession of the said Premises, the Allottee shall pay in advance an estimated sum of Rs. [●]/- (Rupees [●] Only) (plus the applicable

GST thereon) per month towards his proportionate share of BCAM Charges in respect of the said Premises for a collective period of [●] ([●]) months from the date of receipt of Occupancy Certificate for the Said Premises till the Society is formed and duly operationalized. The BCAM Charges are collected towards amenities and facilities provided within the said Real Estate Project. In the event, if Part Occupancy Certificate for the said Premises is issued by the MCGM prior to issue of Full Occupancy Certificate, then such share of BCAM Charges shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by the Promoter gets exhausted, the Allottee will regularly pay to the Promoter without any protest or demur, BCAM Charges (as per demand raised by the Promoter) till the Society is formed. BCAM Charges shall be borne and paid by the Allottee in common with other allottees of the said Real Estate Project in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the said Real Estate Project. Once the Society for the said Real Estate Project is formed and duly operationalized, the Society will take over and maintain the amenities and common area facilities for the said Real Estate Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as may be decided by the Society from time to time.

- (iii) Simultaneously with handover of possession of the said Premises, the Allottee shall be liable to pay in advance an estimated sum of Rs. [●]/- (Rupees [●] Only) (plus the applicable GST thereon) per month towards his proportionate share of FCAM Charges in respect of the said Premises for a collective period of [●] ([●]) months from the date of receipt of Occupancy Certificate for the said Premises till the Apex Body is formed and duly operationalized. The FCAM Charges are collected towards common area amenities and facilities of the Whole Project. In the event, if Part Occupancy Certificate for the said Premises is issued by the MCGM prior to issue of Full Occupancy Certificate, then such share of FCAM Charges shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by the Promoter gets exhausted, the Allottee will regularly pay to the Promoter without any protest or demur, FCAM Charges (as per demand raised by the Promoter) till the Apex Body is formed. The FCAM Charges shall be borne and paid by the Allottee in common with other allottees of the Whole Project in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the Whole Project. Once the Apex Body is formed and duly operationalized, the Apex Body will take over and maintain the common areas amenities and facilities of the Whole Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Apex Body from time to time.
- (iv) It is clarified that the CAM Charges payable by the Allottee shall be as per the respective estimated amounts mentioned hereinabove or at actuals, whichever is higher. Upon expiry of the abovementioned periods for which the CAM Charges have been collected by the Promoter, the Promoter will be entitled to increase and collect the CAM Charges as it deems fit. The Allottee hereby accords its consent to pay such increased CAM Charges to the Promoter without any demur or protest, as and when demanded by it. The Allottee hereby also unconditionally authorizes the Promoter/Management Company/ Apex Body, as the case may be, to collect these amounts from the Allottee which shall be adjusted at the time of settling of accounts between the Society/ Apex Body and the Promoter.

21. The Promoter has informed the Allottee 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 Land. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Land 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 Land. From the date of formation of one or more Society/ies for the Real Estate Project till execution of the Society Conveyance, the respective Society shall be responsible for collecting from the allottees of the Real Estate Project all the expenses and charges of the aforesaid amenities and conveniences and common area maintenance charges pertaining to the Real Estate Project and the Larger Land and pass on the same to the Promoter regularly without raising any dispute or objection with regard thereto. In case the allottees/Society fails to pay/pass on such expenses and charges of the aforesaid amenities and conveniences and common area maintenance charges pertaining to the Real Estate Project and the Larger Land to the Promoter, then in such case the Promoter shall be entitled to recover/adjust the same out of the Corpus Fund mentioned at Clause 17(v) hereinabove. On the Larger Land being conveyed to the Apex Body as mentioned at Clause 16 hereinabove, the Promoter shall handover the balance residual Corpus Fund to the Apex Body (without any interest) without being required/obligated to provide any account therefor.

**22. Loan and Mortgage:**

- (i) The Allottee 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 for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) 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. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) 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 Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law

**23. Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee 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, and subject to the RERA Certificate: -

- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the Whole Project, subject to the terms and conditions of the Indentures mentioned above, the litigations and the mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules,.
- (ii) 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;

- (iii) There are no encumbrances upon the Real Estate Project except those disclosed in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- (v) 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;
- (vi) 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 created herein, may be prejudicially affected;
- (vii) 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 said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure, together with common areas so long as they shall be forming part of the Society, save and except the basements, podium and stilts retained by the Promoter;
- (x) 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 the Society Conveyance and thereupon shall be proportionately borne by the Society;
- (xi) 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

24. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Larger Land including any common areas facilities and amenities on such terms and conditions as it may deem fit and the charges, if any, payable to such third party / agency, shall be proportionately payable by the Allottee and all other Allottees in the Real Estate Project and/or the Whole Project, as the case may be.

25. The Promoter shall be entitled to designate any spaces/areas on the Larger Land 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 including by the purchaser/s 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 deem proper in accordance with applicable law. Further, the infrastructure (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 utilized in common including by purchaser/s of units/premises in the Real Estate Project/ on the Larger Land, as the case may be. The Promoter and its workmen/agents/contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Larger Land.

26. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Land at all times. 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.
27. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the Larger Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. 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 'R' 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.
28. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Larger Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
29. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -
  - (i) To maintain the said Premises at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
  - (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) The Allottee will not insist on the Promoter sub-dividing any portion of the Larger Land.
- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Whole Project and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.
- (viii) To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (ix) To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (x) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (xi) The Allottee 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, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xii) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and

maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (xiii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition 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 Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- (xiv) The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Real Estate Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Allottee Termination Notice.
- (xv) All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/authorities in respect of the Larger Land and its development, shall be binding upon the Allottee/s and Society including the Apex Body as may be formed of the purchaser/s of flat/ premises.
- (xvi) The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Real Estate Project and/or Larger Land, as the case may be, which the Promoter will upload from time to time.
- (xvii) Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Real Estate Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Real Estate Project, and the management and administration thereof.
- (xviii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.

- (xix) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- (xx) Till the Apex Body Conveyance is executed in favour of the Apex Body, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xxi) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xxii) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xxiii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxiv) The Allottee has expressly agreed to take prior written consent from the Promoter or the society, as the case may be, before carrying out any changes/ alteration/ modification in the Said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- (xxv) The Allottee agrees and covenants that the name of the Real Estate Project shall at all times be '**Runwal Pinnacle**' and shall not be changed without the prior written permission of the Promoter.
- (xxvi) The Allottee agrees and covenants that the Whole Project 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 Land shall be an integral part of the layout of the development of the Whole Project and the Larger Land including the neighbouring buildings/towers on the Larger Land and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- (xxvii) The Allottee agrees and covenants that the entry and exit points and access to the Whole Project and the Larger Land shall be common to all allottees, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottees, users and/or occupants in the Real Estate Project, the Whole Project and/or any part thereof. The Allottee further agrees and covenants that the PPL may use such entry and exit points and access in common with other allottees 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 or any other allottees in the Whole Project.

(xxviii) The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Real Estate Project shall be treated separately by the Society and/or jointly by all the allottees/purchasers/occupants of the respective premises in the Real Estate Project, in accordance with the rules and regulations as may be specified by MCGM from time to time.

(xxix) In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

(xxx) The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Real Estate Project and/or Whole Project Land and/or the Common Areas and Amenities, or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be imitable, and will be held only through the Society formed by the Promoter in respect of the Real Estate Project, of which he shall be admitted a prospective member.

(xxxi) 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 I 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.

(xxxii) The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Real Estate Project are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.

(xxxiii) The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

(xxxiv) The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Real Estate Project whether or not the same is caused by any Force Majeure Events, or otherwise, however.

The Allottee hereby agrees and undertakes that the covenants mentioned hereinabove are covenants running with the said Premises and shall be applicable to subsequent transferee/s of the said Premises. The Allottee further agrees and undertakes that breach of any of the

covenants as set out in this Agreement shall entitle the Promoter to terminate this Agreement with immediate effect, even after the Allottee has taken possession of the said Premises. This right of termination of the Promoter mentioned herein shall be in addition to other remedies available to the Promoter. On such termination, the Allottee hereby unconditionally agrees to handover vacant and peaceful possession of the said Premises to the Promoter and on receiving such possession, the Promoter shall refund the sale consideration to the Allottee after forfeiting the Earnest Money.

30. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

32. **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 who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however have a right to raise finances on the Larger Land and other areas excluding the said Premises.

33. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

34. **Nominee:**

(i) The Allottee hereby nominates - **MAHENDRA RAGHUNATH SALVE & REKHA MAHENDRA SALVE** ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee 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 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 (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.

(ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

**35. Entire Agreement:**

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**36. Right to Amend:**

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

**37. Provisions of this Agreement applicable to Allottee/subsequent allottees:**

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 a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

**38. 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.

**39. Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Real Estate Project or the Whole Project, as the case may be, 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 or the Whole Project, as the case may be.

**40. 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.

**41. Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party 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.

**42. 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, in Mumbai City. After the Agreement is duly executed by the Allottee 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.

43. The Allottee and/or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.
44. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**FOR ALLOTTEE:**

**ANIRUDDHA MAHENDRA SALVE**

BUILDING 228, ROOM 8910, KANNAMWAR NAGAR 1, VIKHROLI EAST, MUMBAI 400083

Notified Email ID: **anisalve39@gmail.com**

**FOR PROMOTER:**

**M/S. RUNWAL APARTMENTS PRIVATE LIMITED (formerly known as PROPEL DEVELOPERS PRIVATE LIMITED)**

Runwal & Omkar Esquare, 4<sup>th</sup> Floor,  
Opp. Sion Chunabhatti Signal, off Eastern  
Express Highway, Sion (E), Mumbai- 400 022  
Notified Email ID: **customer.care@runwal.com**

It shall be the duty of the Allottee 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, as the case may be.

**45. 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.

**46. Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

**47. 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.

**48. 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.

49. In case the Allottee/s has accepted to book the apartment under \_\_\_\_\_ payment scheme, the Allottee/s hereby accepts the Payment Schedule and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.

**50. Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:-

| Party  | PAN No.           |
|--|-------------------|
| <b>RUNWAL APARTMENTS PRIVATE LIMITED (formerly known as PROPEL DEVELOPERS PRIVATE LIMITED)</b> | <b>AAICP4839P</b> |
| <b>ANIRUDDHA MAHENDRA SALVE</b>  | <b>JPMPS3308H</b> |
|  |                   |
|  |                   |
|  |                   |

**51. Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include,-
  - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - (c) 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;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes 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;
- (v) 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;
- (vi) 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;

(vii) References to a person (or to a word importing a person) shall be construed so as to include:

- (a) 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
- (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the Larger Land)

All those pieces and parcels of land at Village Nahur, Mulund Goregaon Link Road, Mulund (West), Mumbai-400 080, bearing (old CTS Nos. 681/A (Part), 681/A3-A8,681/B) and new CTS Nos. 681A/7, 681A/8 and 681A/9 admeasuring 81,551.36 sq. mtrs. and 502.84 sq. mtrs. aggregating to 82054.20 sq. mtrs. lying being and situate at Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban in the "S" Municipal Ward, together with structures standing there on being a portion of the Larger Property and bounded as follows:

On or towards North: By 45.7 mtrs DP Road/Mulund Goregaon Link Road  
On or towards South: By Part of land bearing CTS No. 765,766,768,770 & 772  
On or towards East: By 18.30 mtrs Village Road  
On or towards West: Partly by Fortis Hospital

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Details of the 8 Towers and Commercial Building already constructed, together with details of the FSI utilized)

| Sr. No. | Tower                     | FSI consumed Area in Sq. Mtrs. |
|---------|---------------------------|--------------------------------|
| 1       | A                         | 19250.70                       |
| 2       | B                         | 19250.70                       |
| 3       | C                         | 23055.59                       |
| 4       | D                         | 31366.33                       |
| 5       | E                         | 28832.33                       |
| 6       | F                         | 22927.25                       |
| 7       | G                         | 14560.42                       |
| 8       | H                         | 28055.06                       |
| 9       | Retail/commercial Buildin | 9421.70                        |

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

## (Description of the said Land)

All those pieces and parcels of land admeasuring 4925.58 sq. mtrs bearing CTS No.681/A8B(part) lying, being and situate at Village Nahur, Taluka Kurla, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban which is forming part of the Larger Land as mentioned in Schedule "A" hereinabove

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

(Details of the number of floors/units etc. in the Real Estate Project- Tower wise)

| <b>Towers</b>      | <b>Total No. of Flat/Units</b> | <b>Nos of floors</b>   |
|--------------------|--------------------------------|--|
| 1                  | 209                            | 57 Nos of slabs of super structures<br>(54 Habitable floors) |
| 2                  | 292                            | 57 Nos of slabs of super structures<br>(54 Habitable floors) |
| 3                  | 184                            | 57 Nos of slabs of super structures<br>(54 Habitable floors) |
| 4                  | 184                            | 57 Nos of slabs of super structures<br>(54 Habitable floors) |
| 5                  | 238                            | 57 Nos of slabs of super structures<br>(54 Habitable floors) |
| <b>Grand Total</b> | <b>1107</b>                    |  |

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****PART – I**

(Details of the Limited Common Areas and Amenities)

- Double Height Entrance Lobby
- Common Terrace above topmost floor
- High speed lifts
- Intercom facility from Lobby to apartment
- RFID tagged entry system
- Wi-fi enabled lobbies
- CCTV surveillance installed in Tower

**PART – II**

(Details of the common area facilities in the Real Estate Project)

- Internal Roads & Footpaths
- Water Conservation, Rainwater harvesting
- Energy management
- Fire protection and fire safety requirements
- Electrical meter room, sub-station
- 2 level Gymnasium
- 5 level common basement
- 9 level common podium
- Aerobics room
- Open Badminton court
- Billiards / Pool room
- Business centre
- CCTV surveillance installed in common areas
- Common Parking
- Convenience Retail

- Creche
- DG backup in essential & common areas
- Exclusive Kids Pool
- Gaming Arena
- Half-Basketball court
- Jacuzzi
- Kids Play area
- Landscaped Driveway
- Library
- Mini Theatre
- Party Hall
- Rainwater harvesting
- Rooftop jogging track
- Rooftop sky lounge
- Sewage treatment plant
- Sky BBQ pavilion
- Sky deck open Gym
- Spa
- Squash Court
- Stargazing Deck with telescope
- Swimming pool with poolside decks
- Table Tennis
- Yoga room
- Water supply
- Sewerage (chamber, lines, STP)
- Storm Water Drains
- Landscaping
- 2 level Common Clubhouse above podium
- Treatment and disposal of sewage and sullage water
- Solid Waste management & Disposal

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

(Description of the said Premises)

Residential Flat/Unit bearing **No. 0803** admeasuring **42.85 sq. mtrs.** carpet area (equivalent to **942.62 sq. ft.**) plus **0.00 sq. mtrs** deck area and **0.00** square meters utility area if any on **8th** floor in **Tower 2** in the project known as "**RUNWAL PINNACLE**", constructed and/or to be constructed on the land bearing CTS No. 681A/8B(Pt) admeasuring 4925.58 sq. mtrs situated at Village Nahur, Taluka Kurla, Mulund Goregaon Link Road, Mulund (West), Mumbai-400 080, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, being a portion of the land more particularly described in the First Schedule hereinabove.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

(Details of the internal fittings and fixtures in the said Premises)

**Internal Specifications**

- Vitrified tiles in kitchen, toilet and all bedrooms – Brand Kajaria or equivalent
- Good Quality Marble flooring in living, dining and passage
- Powder coated aluminium windows – Brand Jindal or equivalent
- Laminated flush doors for all internal doors
- Solid flush door shutter both side veneer finish for main door
- Acrylic/plastic paint with gypsum finish walls
- Home automation system

**Bathrooms**

- Provision for geyser and exhaust fans
- Dado up to door height – Brand Kajaria or equivalent
- Anti-skid tiles

- Branded CP fittings and sanitary ware – Brand Kohler or equivalent

**Kitchen**

- Polished granite kitchen platform with single bowl stainless kitchen sink
- Provision for exhaust fans
- Provision for water purifier
- Vitrified tiles flooring Brand Kajaria or equivalent
- Branded CP fittings – Brand Kohler or equivalent
- Dado tiles till 2ft above kitchen platform - Brand Kajaria or equivalent

**IN WITNESS WHEREOF** the parties hereinabove have set their respective hands and signed this Agreement for Sale at Mumbai (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED**

By the within named **PROMOTER**

**RUNWAL APARTMENTS PRIVATE**

**LIMITED** (formerly known as **PROPEL**)

**DEVELOPERS PRIVATE LIMITED**

By hand of its Director/

Authorized Signatory

**MR.**

in the presence of

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

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

**Director/Authorised Signatory.**

**SIGNED AND DELIVERED**

By the within named **ALLOTTEE/S**

**ANIRUDDHA MAHENDRA SALVE**

in the presence of

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

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

**RECEIVED** of and from the Flat/Unit )

Allottee/s /s above named the sum of )

**Rs.1038430/-Rupees Ten Lakhs Thirty Eight Thousand Four Hundred Thirty Only )**

as advance payment paid by )

the Allottee/s to the Promoter )

We say received

**FOR RUNWAL APARTMENTS PRIVATE LIMITED**

**(formerly Known as PROPEL DEVELOPERS**

**PRIVATE LIMITED)**

**Director/Authorized Signatory**

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