

DRAFT AGREEMENT FOR SALE

Between

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(The Allottee)

Apartment No. []

[] **Floor, Tower []**

The Gateway

While the Developers shall endeavour to enter into agreements with allottees in the form substantially similar to this Draft Agreement For Sale Of Apartment, the Developers reserves its right to make suitable modifications/amendments to this Draft Agreement For Sale Of Apartment as the circumstances may require.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is made and entered into at _____
on this ____ day of _____, 2024;

BETWEEN

M/s. Rubberwala & Royal Developers, partnership firm, registered under the Indian Partnership Act, 1932, having registered office at Rubberwala House, Dr. A. R. Nair Road, Agripada, Mumbai – 400011, through its authorized partner _____, hereinafter referred to as **“R&R”** (which expression shall unless repugnant to the context or the meaning thereof include partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators and successors of the last surviving partner, as the case may be and their permitted assigns) of the **One Part;**

And

LH Residential Housing Limited, a company registered under the provisions of the Companies Act, 2013 having CIN No. U68100MH2023PLC407788, having its registered office at L&T House, Ballard Estate, N.M. Marg, Ballard Estate, Mumbai 400 001 and Corporate Office at 8th Floor, A. M. Naik Tower, Gate No.3, JVLR, Powai, Mumbai 400072 through its authorized signatory _____, duly authorized in this regard vide Resolution dated _____ hereinafter referred to as **“L&T”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **Other Part.**

AND

MR/MRS/MS. _____
(PAN _____, aged ____ years, an adult Indian Inhabitant, residing at _____
_____; and

MR/MRS/MS. _____
(PAN _____, aged ____ years, an adult Indian Inhabitant, residing at _____
_____;

OR

MESSERS _____ (PAN _____), a partnership firm, registered under the Indian Partnership Act, 1932// a limited liability partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at

_____, through its authorized representative Mr./Ms. _____;

OR

_____ (PAN _____) a Company registered under the Companies Act, 2013/Companies Act, 1956, having its registered office at

_____, through its authorized representative Mr./Ms. _____

hereinafter referred to as the **“Allottee/s”**, (which expression shall unless it be repugnant to the context of meaning thereof, be deemed to mean and include in case of individual or individuals his/her/their respective heirs, executors, administrators and permitted assigns; in case of a company or companies, their respective successors and assigns; in case of a partnership firms or limited liability partnerships, the partners for the time being thereof, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last survivor; in case of a Hindu undivided families (HUF), the Karta and all coparceners, members of each of the HUFs from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns; in case of public charitable trusts, all trustees constituting the trusts for the time being and their permitted assigns; in case of private trusts/settlements, all trustees constituting the trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**.

R&R and L&T are hereinafter collectively referred to as **“the Developers”**.

The Developers and the Allottee/s are hereinafter collectively referred to as **“Parties”** and individually as **“Party”**.

WHEREAS:

- a) The Municipal Corporation for Greater Mumbai ("**MCGM**") is the owner and absolutely seized and possessed of and otherwise well and sufficiently entitled to the land with the building standing thereon on plot bearing C.S. No. 231 (pt), 232, 446(pt), 448, 450(pt), 451(pt), 453(pt), 454 (pt), 455(pt), 456(pt), 457 to 471, 472, 1/472, 473, 474(pt), 475, 476(pt) & 699(pt) of Parel Sewree Division admeasuring about 17,635.76 sq. mtrs. or thereabouts situated at Sewree Cross Road and Rafi Ahmed Kidwai Marg, in 'F/South' ward in the Mumbai Island City as shown in red colour boundary line on the plan annexed hereto and marked as **ANNEXURE - A** and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the Larger Land**").
- b) The Larger Land was occupied by certain tenants/occupants and the tenants/occupants therein formed a society namely, Eklas Co-operative Housing Society Limited, registered under the Maharashtra Co-Operative Societies Act, 1960 with rules Maharashtra Act No. XXIV of 1961 registered under no. BOM/WFS/HSG/ (TC) / 5608/1994 dtd. 14.06.1994 and thereafter appointed M/s. Rubberwala & Royal as the developers to develop the Larger Land.
- c) The Assistant Commissioner (Estates) has issued the Letter of Intent ("**LOI**") under no. AC/Estates/21306/A.O.(SOC)/Soc-2 dtd. 23.02.2018, subject to compliance of certain terms and conditions by the Eklas Co-operative Housing Society Limited and M/s. Rubberwala and Royal Developers.
- d) Eklas Co-operative Housing Society Limited executed a Development Agreement dated 27th November 2018 in favour of M/s. Rubberwala & Royal Developers, granting development rights in respect of the Larger Land to R&R, on the terms and conditions recorded thereunder.
- e) Pursuant to the LOI, a tripartite agreement dated 9th December 2021 is executed by and between the MCGM, Eklas Co-operative Housing Society Limited and M/s. Rubberwala & Royal Developers which is duly registered with the Sub – Registrar of Assurances at Serial No. BBE-3-15781/2021 ("**said Tripartite Agreement**"), whereby the parties thereto agreed to redevelop the Larger Land and construct buildings thereon on the terms and conditions stated therein and in the LOI.
- f) In consideration of the grant of development rights in terms of the said Tripartite Agreement, R&R shall construct buildings and rehabilitate the members of Eklas Co-operative Housing Society Limited on a portion of the Larger Land i.e., on an area admeasuring approximately 1884.90 square meters only ("**the said Rehab**

Land”), and on the balance portion of the Larger Land, R&R shall be entitled to construct free sale buildings and shall be entitled to allot and sell to premises therein to any party or person at its sole and absolute discretion. The said Rehab Land is more described in the Second Schedule hereunder written and particularly shown in ___ colour boundary line on the plan annexed hereto and marked as Annexure A.

- g) The Larger Land comprises of certain areas to be handed over to the competent authorities as amenity open space by R&R or to develop the same as public amenity. The area to be handed over to the competent authority out of the Larger Land is an area admeasuring approximately ____ sq. mtrs. and which area has been identified and is more particularly shown in ____ colour boundary line on the plan annexed hereto and marked as Annexure A.
- h) Accordingly, R&R is well and sufficiently entitled to construct free sale buildings along with the amenities and facilities therein on the balance portion of the Larger Land, i.e., on an area admeasuring approximately 9057 sq. mtrs. by utilization of the free sale component in a phase wise manner (**“the said Free Sale Land”**). The said Free Sale Land is more particularly described in the Third Schedule hereunder written and is more particularly shown in ____ colour boundary line on the plan annexed hereto and marked as Annexure A.
- i) By and under a Joint Development Agreement dated 14th September, 2023 registered with the Sub – Registrar of Assurances Sr No.18187 / 2023 , executed by and between was executed by and between R&R of the One Part and L&T of the Other Part, R&R and L&T agreed to jointly develop the free sale buildings along with the amenities and facilities therein on the said Free Sale Land for the consideration and on the terms and conditions stated therein.
- j) Accordingly, the Developers became well and sufficiently entitled to develop the said Free Sale Land and have proposed to develop the same in a phase wise manner and to utilize a total Floor Space Index (**“FSI”**) of 64748.30 sq. mtrs. on the said Free Sale Land to construct free sale buildings thereon. f
- k) The Developers have proposed to construct a multi-story residential-cum-commercial-retail building known as **“The Gateway”** on the Free Sale Land comprising of 2 (Two) Towers, namely “Tower A” and “Tower B”, both having, basement, lower ground, upper ground plus duplex (commercial/retail premises) plus 6 floor podiums for car parking space plus 7th floor being the stilt area plus 1st to 52nd habitable floors comprising of residential premises plus one service floor

above 52nd floor plus 53rd and 54th floor and upper terrace (hereinafter referred to as **“the Free Sale Building”**). The Free Sale Building is more particularly depicted on the plan annexed hereto and marked as **“Annexure B”**.

- l) The Free Sale Building shall be developed and constructed by the Developer in two phases viz. development of basement, lower ground, upper ground plus duplex (commercial/retail premises) plus 6 floor podiums plus 7th floor stilt area plus 1st to 42th floor comprising of residential premises and an aggregate FSI of 54296.52 sq. mtrs. shall be utilized in respect thereof (**“Phase I”**). and subject to approval of the authorities and at the discretion of the Developers, the Developer shall construct and develop above the Phase I, 43rd to 52nd floors comprising of residential premises plus one service floor above 52nd floor plus 53rd and 54th floor and upper terrace in other phase.
- m) The Developers have appointed M/s. Shaikh and Associates, as their Architects and entered into a standard Agreement with them, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- n) The Developers have appointed _____, as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developers accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- o) The Developers have informed the Allottee/s and the Allottee/s are aware that the development of the said Free Sale Land will be in phases and at present, the MCGM has granted the Intimation of Disapproval (IOD) bearing No. CHE/CTY/4764/F/S/337(NEW)/337/3/Amend dated 11.01.2024 and has thereafter issued Commencement Certificate (**“CC”**) bearing No. _____ dated _____ in respect of the redevelopment scheme on the Larger Land. Hereto annexed and marked as **Annexure “_____”** and **Annexure “_____”**, is the copy of the IOD dated 11.01.2024 and the copy of the CC dated _____ respectively.
- p) The Developers have registered the Phase I under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **“Act”**) read with 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 (hereinafter referred to as the

“Rules”) with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure “___”** (hereinafter referred to as **“the Project”**).

- q) The Developers have sole and exclusive right to sell the flats/shops/commercial units/car parking spaces in the Project and to enter into Agreement/s with the Allottee/s of such premises in the Project and to receive the sale consideration in respect thereof.
- r) On demand from the Allottee/s, the Developers have given inspection to the Allottee/s of all the documents of title relating to the Project and the plans, designs and specifications prepared by the Developer's Architects, _____, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder.
- s) The authenticated copy of Certificate of Title issued by the attorney at law or advocate of the Developers and the authenticated copy of Property Card have been annexed hereto and marked as **Annexures “___” and “___” respectively.**
- t) The authenticated copies of the plans of the layout as proposed by the Developers, and according to which the construction of the buildings and open spaces are proposed to be provided for in the Project, have been annexed hereto and marked as **Annexure “A”.**
- u) The Developers have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Free Sale Buildings.
- v) While sanctioning the aforesaid plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developers while developing the said Free Sale Land and the Project and upon due observance and performance of which, the Completion or Occupancy Certificate in respect of the Project shall only be granted by the concerned local authority.
- w) The Developers have accordingly commenced construction of the Free Sale Building on the said Free Sale Land in accordance with the aforesaid proposed

plans.

- x) The Allottee/s has/have applied to the Developers for allotment of Commercial Premises/Unit/Apartment No. _____ on _____ Floor in _____ Tower i.e. the Free Sale Building of the project known as “**The Gateway**” (“**the said Apartment**”) forming part of the Project and _____ No. car parking space(s) (“**Car Parking Space(s)**”) in the single / tandem constructed on the said Free Sale Land for a lumpsum consideration of Rs. _____/- (Rupees _____ Only) and on the terms and conditions set out hereunder.
- y) The carpet area of the said Apartment is _____ square meters and for the purpose of this Agreement, “**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment,
- z) The authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority, have been annexed and marked as **Annexure “_____”**.
- aa) The Developers have informed and the Allottees are aware about the following in respect of the Free Sale Building to be constructed by the Developers on the said Free Sale Land:
- That the Developer shall be utilizing an aggregate FSI of 54296.52 sq. mtrs.to construct and develop Phase I and the balance FSI shall be utilized in other phase of the Free Sale Building.
 - That the IOD has been granted by the competent authority in respect of the Project and the Developers have obtained concession approval from the competent authority in respect of 43rd floor to 54th floor, as stated herein above, which shall be developed by the Developers in a separate phase.
 - That the Free Sale Building comprises of an area admeasuring approximately 23,976 sq.ft. carpet area (retail) to be allotted to the members of the Eklas Co-operative Housing Society Limited (“**Rehab Retail Area**”), however, the same does not form part of the Project and such unit occupiers have a separate entry then that of the Project. The entry to the aforesaid rehab commercial/retail units and the details of such units are more particularly shown in the plan annexed

hereto as Annexure B.

- That the said Larger Land has a Recreation Ground which shall be common for the Larger Land and shall be shared by all the residents/purchasers/occupiers/ members of the Larger Land and the Allottees/Common Organisation/Apex Body, etc., as the case may be, shall not have exclusive entitlement to use the same. The Recreation Ground is more particularly shown in the plan annexed hereto and marked as Annexure A.
- Lower Ground floor of the Free Sale Building shall have car parking (for the use of the occupiers of the commercial premises/residential premises of the Project), services and rehab commercial units/shops.
- Upper ground and upper ground floor duplex of the Free Sale Building shall comprise of the commercial premises.
- 1st to 3rd podium shall have car parking spaces for the exclusive use of the allottees of the residential premises in the Free Sale Building.
- 4th podium shall have amenities & car parking spaces for the exclusive use of the allottees of the residential premises in the Free Sale Building.
- 5th podium shall have car parking spaces for the exclusive use of the allottees of the residential premises in the Free Sale Building.
- 6th podium shall have car parking spaces, multi-purpose court and common areas and amenities which will be open to sky which shall be for the exclusive use of the allottees of the residential premises in the Free Sale Building.
- 7th podium shall have stilt area and common area and shall comprise of lobbies, services, swimming pool, landscape garden etc., for utilization by the allottees of the residential premises in the Free Sale Building.
- 1st to 52nd floor of the Free Sale Building shall comprise of the residential premises along with certain refuge area as per statutory approval.
- One Service floor above the 52nd floor of the Free Sale Building shall comprise of services for the exclusive use of the allottees of the residential premises in the Free Sale Building.
- 53rd and 54th floor of the Free Sale Building shall comprise of club house and other amenities and facilities for the exclusive use of the allottees of the residential premises in the Free Sale Building.
- That all the aforesaid amenities facilities, residential floors and its location above 42th floors of the Free Sale Building shall be subject to approval from the authorities and shall be completed and provided on completion of all the phases of the Free Sale Building and after receipt of full occupation certificate thereof.
- It is agreed and clarified that occupiers of the commercial premises of the Free Sale Building shall not be entitled to use of any amenities and facilities of the Free Sale Building, save and except as specifically provided in this Agreement.

- bb) 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.
- cc) Accordingly, the Developers are absolutely seized and possessed of, and well and sufficiently entitled to develop the said Free Sale Land in accordance with the recitals hereinabove.
- dd) Prior to the execution of these presents, the Allottee/s has/have paid to the Developers a sum of Rs. _____/- (Rupees _____ Only/-), being part payment of the sale consideration of the said Apartment agreed to be sold by the Developers to the Allottee/s as advance payment, or Application Fee (the payment and receipt whereof the Developers both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Developers the balance of the sale consideration in the manner hereinafter appearing.
- ee) Under Section 13 of the said Act, the Developers are required to execute a written Agreement for sale of the said Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- ff) In accordance with the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the Parties, the Developers hereby agree to sell, and the Allottee/s hereby agree(s) to purchase the said Apartment and the Car Parking Space (if applicable).

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

1. The Developers shall construct the Free Sale Building i.e., the project comprising the said Free Sale Land comprising of 2 (Two) Towers, namely "Tower A" and "Tower B", and comprising of lower ground, ground plus duplex (commercial/retail premises) plus 6 floor podiums for car parking space plus 7th floor being the stilt area plus 1st to 52nd floors comprising of residential premises plus one service floor above the 52nd floor plus 53rd and 54th floor and upper terrace on the said Free Sale Land in accordance with the plans, designs and specifications, as approved by the concerned local authority from time to time..

Provided that, the Developers shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the

said Apartment of the Allottee/s, except any alteration or addition required by any Government authorities, or due to change in law.

2. The Allottee/s hereby agree/s to purchase from the Developers, and the Developers hereby agree to sell to the Allottee/s, Commercial Premises / Unit / Apartment No. _____, having carpet area admeasuring _____ sq. meters and Ancillary area _____ of sq. mtrs., on _____, Floor in Tower _____ i.e. in the Phase ____ of the Free Sale Building of the project known as **“The Gateway”** (hereinafter referred to as **“the said Apartment”**) as shown in the floor plan thereof, hereto annexed and marked as Annexures ____ and _____, and _____ No. car parking space(s) (**“Car Parking Space(s)”**) in the / single / tandem constructed on the said building for a total consideration of Rs. _____/- (Rupees _____ Only) including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, which are more particularly described in the **Fourth Schedule** annexed herewith.
 - 2.1 The Allottee/s shall not be allowed to allot/transfer/let-out said Car Parking Space to any party or person and the same shall always be considered as married to the said Apartment. The Allottee/s shall keep the Car Parking Space in the same condition as has been handed over by the Developers to the Allottee/s and in terms of sanctioned plan of the Project and shall not enclose or cover it in any manner. The Car Parking Space shall be used by the Allottee/s only for the purpose of parking its own light motor vehicle, and not for any other purpose.
 - 2.2 The total aggregate consideration amount for the said Apartment and the Car Parking Space is thus, Rs. _____/- (Rupees _____ Only) (**“Total Consideration”**).
 - 2.3 The Allottee/s has/have paid, on or before execution of this Agreement, a sum of Rs. _____/- (Rupees _____ Only/-) as advance payment or application fee, and hereby agrees to pay to the Developers the balance amount of Rs _____/- (Rupees _____ Only/-) in the following manner:-
 - i. Amount of Rs _____/- (Rupees _____ Only/-) simultaneously on execution of this Agreement.

- ii. Amount of Rs _____/- (Rupees _____ Only/-) to be paid to the Developers on completion of the Plinth of the Building or Wing in which the said Apartment is located.
 - iii. Amount of Rs _____/- (Rupees _____ Only/-) to be paid to the Developers on completion of the slabs including podiums and stilts of the Building or Wing in which the said Apartment is located.
 - iv. Amount of Rs _____/- (Rupees _____ Only/-) to be paid to the Developers on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - v. Amount of Rs _____/- (Rupees _____ Only/-) to be paid to the Developers on completion of the Sanitary fittings, staircases, lift-wells, lobbies upto the floor-level of the said Apartment.
 - vi. Amount of Rs _____/- (Rupees _____ Only/-) to be paid to the Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building or Wing in which the said Apartment is located.
 - vii. Amount of Rs _____/- (Rupees _____ Only/-) to be paid to the Developers on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the Building or Wing in which the said Apartment is located.
 - viii. Balance Amount of Rs _____/- (Rupees _____ Only/-) against, and at the time of handing over of the possession of the said Apartment to the Allottee/s, on or after receipt of Occupancy Certificate or Completion Certificate.
- 2.4 The Developers have the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of the aforesaid milestones.
- 2.5 The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of the Developers sending notice of the completion of each milestone. Intimation forwarded by Developers to

the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developers as provided under this Clause, it shall not be obligatory on the part of the Developers to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Developers on or before the due dates, time being the essence of this Agreement.

2.6 All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “_____ ACCOUNT”.

2.7 In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Apartment, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developers through an account payee cheque/demand draft drawn in favour of “_____”.

2.8 The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax, Goods and Services Tax (“**GST**”), Swachh Bharat Cess, any other Cess, or any other similar taxes which may be levied any time, hereinafter in connection with the construction of, and carrying out the Project payable by the Developer) up to the date of handing over the possession of the said Apartment.

2.9 For the purpose of this Agreement,

- *“**GST**” means and includes any tax imposed on the supply of goods or services or both under GST Law.*
- *“**GST Law**” shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*
- *“**Cess**” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.*

- 2.10 Taxes shall be payable by the Allottee/s on demand made by the Developers within 7 (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Developers from and against the same, time being of the essence of this Agreement.
- 2.11 The Allottee/s is/are aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 2.12 The Total 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 Developers undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf, to that effect along with the Demand Letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 2.13 The Developers may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments at _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Developer.
- 2.14 It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Developers shall not be subject to any change/withdrawal. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.
- 2.15 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same

shall be treated as default under this Agreement and the Developers may at its option be entitled to exercise the recourse available thereunder. Further, the Developers may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter, , no cheque will be accepted and payments shall be accepted through bank demand draft(s) only, subject to other rights available to Developers under the Law.

- 2.16 The Developers shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by the Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Developers shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.
- 2.17 The Allottee/s authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner.
3. The Developers hereby agree to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans, or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the said Apartment.
- 3.1 Time is of essence for the Developers as well as the Allottee/s. The Developers shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee/s and the Common Areas to the Association of the

Allottees after receiving the Occupancy Certificate, or the Completion Certificate, or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided in Clause 1 hereinabove.

4. The Developers hereby declares that the Floor Space Index available as on date in respect of the said Larger Land is _____ square meters only and Developers have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums, or FSI available as incentive FSI, by implementing various scheme as mentioned in the Development Control Regulation, or based on expectation of increased FSI, which may be available in future, upon modification to Development Control Regulations, which are applicable to the Project. The Developers have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the said Larger Land in the Project, and the Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developers by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong to the Developers only.
- 4.1 The Allottee/s acknowledge(s) that the Developers alone are entitled to utilize and deal with all the development potential of the said Larger Land including the existing and future FSI and /or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the said Larger Land or elsewhere as may be permitted as per applicable laws.
- 4.2 The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Developers on the said Larger Land including the Free Sale Land.
- 4.3 Neither the Allottee/s nor any of the other purchasers of the apartment(s)/premises/units in the building being constructed on the said Free Sale Land nor the association / Apex Body / apex bodies to be formed of purchasers of apartment(s)/premises/units in the Project shall be entitled to claim any FSI and/or TDR howsoever available on the said Larger Land *inter alia* the said Free Sale Land. All FSI and/or TDR at any time available in respect of the said Larger Land *inter alia* the said Free Sale Land or any part thereof shall belong

to the Developer, till the time the development of the said Larger Land *inter alia* the said Free Sale Lands contemplated by the Developers are completed by the Developers and the said Free Sale Land is conveyed to the association/ society in the manner set out herein below.

- 4.4 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the said Larger Land *inter alia* the said Free Sale Land shall always be available to and shall always be for the benefit of the Developers and the Developers shall have the right to deal / use the FSI / TDR as it may deem fit. In the event of any additional FSI in respect of the said Larger Land *inter alia* the said Free Sale Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time hereafter, the Developers alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the said Larger Land as may be permissible.
5. If the Developers fails to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee/s, the Developers agree to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Developer.
- 5.1 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- 5.2 Without prejudice to the other rights of the Developers hereunder, the Developers shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Apartment and the Car Parking Space(s) and the Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Developers. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developers.
- 5.3 Without prejudice to the right of Developers to charge interest in terms of sub

clause above, upon the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Allottee/s committing three defaults of payment of instalments, the Developers shall, at its own option, may terminate this Agreement.

5.4 Provided that, Developers shall give notice of fifteen days in writing to the Allottee/s, by Registered Post A. D. at the address provided by the Allottee/s and send mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement, and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

5.5 In the event if the Allottee/s commits three defaults in the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Developers shall be entitled, without prejudice to other rights and remedies available to the Developers including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/terminate the transaction. In case the Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developers shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Developer's policy al(e) all taxes paid by the Developers to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee/s has opted for subvention plan) which the Developers may incur either by way of adjustment made by the bank in installments or paid directly by the Developers to the bank (i) stamp duty and registration charges on the Agreement for Sale, if paid by the Developers under any scheme and (j) No-cost EMI charges, if paid by the Developers under any scheme, (collectively referred to as the "Non-Refundable Amounts"). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever within 15 (fifteen) days of the Allottee/s executing and registering the deed of cancellation or such other document and on sale of the said Apartment by the Developers to third party. The Parties further confirm that any delay or default in such execution/

registration shall not prejudice the cancellation, the Developers' right to forfeit and refund the balance to the Allottee/s and the Developers' right to sell/transfer the said Apartment including but not limited to Car Parking Space(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Apartment and/or Car Parking Space (s) and/or the Project and/or the said Free Sale Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

6. The fixtures and fittings, with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Developers in the said building and the said Apartment as are set out in Annexure '____', annexed hereto. The Allottee/s hereby confirms that the Allottee/s is/are satisfied about the specifications, fixtures and fitting mentioned in Annexure _____ and the same only shall be relied by the Parties.

6.1 In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Developers' default, then the Allottee/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Developers expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developers, this clause shall be dealt with in accordance with this Agreement and the Developers shall be entitled to forfeit the Non- Refundable Amounts. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees to return all documents (in original) with regards to this transaction to the Developer, comply with all other requirements of the Developers as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Cancellation Deed. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the said Apartment and/or Car Parking Space (s) and/or the Project and/or the said Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers in any manner whatsoever. Further, upon such termination, the Developers shall be entitled to deal with the said Apartment at its sole discretion.

6.2 In the event the Allottee/s fails to execute and/or admit registration of the Cancellation Deed in the manner aforesaid, then, upon issuance of the termination

notice by the Developer, this Agreement shall ipso facto stand terminated/cancelled for all intents and purposes, without any further recourse to any of the Parties.

7. The Developers shall offer possession of the said Apartment to the Allottee/s on or before the _____, subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of the installment. If the Developers fail or neglect to give possession of the said Apartment to the Allottee/s on account of reasons beyond its control and that of its agents' control by the aforesaid date and subject to reasonable extension of time, the Developers shall be liable on demand (in writing by the Allottee/s) to refund to the Allottee/s the amounts already received by it in respect of the said Apartment with interest, at the same rate as may be mentioned in the clause 5 herein above from the date the Developers received the sum, till the date the amounts and interest thereon is repaid. Post such refund by the Developers to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the said Apartment and/or the Project and/or the said Land, and the Developers shall be entitled to deal with the same at its sole discretion.
8. Provided that, the Developers shall be entitled to reasonable extension of time for offering possession of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of -
- (i) War, civil commotion, or Act of God.
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

9. **PROCEDURE FOR TAKING POSSESSION**

- 9.1 The Developers, upon obtaining the Occupancy Certificate from the competent authority and subject to the Allottee/s being in compliance of this Agreement and payment of all the amounts to the Developers as per the Agreement, shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice, and the Developers shall give possession of the said Apartment to the Allottee/s. The Allottee/s agree(s) to pay the maintenance charges as determined by the Developers or Association of Allottees, as the case may be. The Developers on its behalf shall offer the possession to the Allottee/s in writing, within 7 days of receiving the Occupancy Certificate of the said Apartment.
- 9.2 The Allottee/s shall take possession of the said Apartment within 15 days of the

written notice from the Developers to the Allottee/s intimating that the said Apartment is ready for use and occupancy. The Allottee/s shall be deemed to have accepted the possession of the said Apartment on expiry of the aforesaid 15 days, in consonance with this Agreement, and shall thereafter, the Allottee/s agree/s to pay the common area maintenance charges as mentioned in this Agreement to the Developers and/or Association of Allottee/s and/or Facility Management Agency appointed by the Developer, as the case may be. The Allottee/s expressly understands that from such date, the risk and ownership to the said Apartment shall pass and be deemed to have passed to the Allottee/s.

9.3 It is clarified that in the event, the Developers completes the construction of the said Apartment and obtains the occupation certificate/part occupation certificate, prior to the Possession Date as referred on the RERA portal for the present Project, as the case may be, then and in such an event, the Allottee shall be liable to take the possession of the said Apartment, without any protest, and shall be liable to make payment of the Consideration towards the said Apartments as per the timelines stipulated herein above.

10. **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT**

10.1 Upon receiving a written intimation from the Developers as per clause 9, the Allottee/s shall take possession of the said Apartment from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 9, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

10.2 The Allottee/s shall in addition to the above, pay to the Developers holding charges at the rate of Rs. _____/- (Rupees _____ only) per month per square meter of the Carpet Area of the said Apartment ("**Holding Charges**") and applicable maintenance charges during the period of said delay the said Apartment shall remain locked and shall continue to be in possession of the Developers but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

10.3 Notwithstanding anything contained herein, it is agreed between the Parties that upon receipt of the Completion Certificate/Occupation Certificate or any such certificate issued by the concerned authority approving completion of

development, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by Allottee/s after the intimation of receipt of Occupation Certificate. Further in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the said Apartment within the aforementioned time as stipulated by the Developer, then the Developers shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the said Apartment and the Car Parking Space along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the said Apartment shall come to an end on the expiry of the time as stipulated by the Developers and that subsequent to the same, the Developers shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the said Apartment.

11. If, within a period of five years from the date of offering the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Developers any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. However, it is agreed that the Developers shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottee of the Project and/or any other third party or person or on account of any force majeure events including on account of any redecoration / any other work undertaken by the Allottee/s of the Project. Further, Parties agree to appoint a third part expert, who shall be a nominated surveyor to be mutually appointed by the Parties, who shall then submit a report to state the defects in the said Apartment or the building, if any, and his report shall be final and binding upon the Parties.
- 11.1 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developers shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
12. The Allottee/s shall use the said Apartment, or any part thereof, or permit the same to be used only for purpose of residence. The Allottee/s shall use the Car Parking Space only for the purpose of keeping or parking vehicle.

13. The Allottee/s, along with the other Allottee(s) of the Apartments in the Building, shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developers may decide, and for this purpose also from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company, and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the Allottee/s, so as to enable the Developers to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Any delays in signing and handing over of documents by the Allottee/s to the Developers shall not constitute default of the Developers and the prescribed time period shall stand extended accordingly.
- 13.1 With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company (in terms of this Agreement), the maintenance and management of the Project or certain restricted areas in the Project/Free Sale Building, without any reference to the Allottee/s and other occupants of the Project/Free Sale Building, even after formation of the Society/Association/Company/Apex Body/Apex Bodies on such terms and conditions as the Developers may deem fit and the Allottee/s hereby gives their unequivocal consent for the same. For these purposes the Developers may, in its discretion provide suitable provisions in the constitutional documents of the Society/Association/Company/Apex Body/Apex Bodies.
- 13.2 Make provisions for payment of outgoings/CAM to the Society/Association/Company/Apex Body/Apex Bodies for the purposes of maintenance of the building in which the said Apartment is located and the Project/Free Sale Building.
- 13.3 Except Car Parking Space(s) allotted by the Developers in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all parking space(s) including open parking space(s) will be dealt with in accordance with the applicable laws. The Allottee/s hereby declares and confirms that except for the Car Parking Space(s) allotted by the Developer, the Allottee/s does not require any parking space/s including any right towards open parking space(s) and accordingly the

Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that he/she/it/they shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Developers/ association, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Developer/the association shall deal with the parking space(s) in the manner Developer/association deems fit, subject to the applicable laws.

- 13.4 The Developers shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the Society or Association or Limited Company all the right, title and the interest Developers in the said structure of the Building or Wing in which the said Apartment is situated. The Allottee/s hereby agree(s) and confirm(s) that till conveyance of the building and underlying land to the association/society/company, the Allottee/s shall continue to pay all the outgoings as imposed by Municipal Corporation of Greater Mumbai and / or concerned authorities and proportionate charges to the Developers from time to time.
- 13.5 The Developers shall, within three months of registration of the Society/Association/Federation/Apex body of the Societies or Limited Company, as aforesaid, initiate the process of executing the lease of the said Free Sale Land in favour of the Society/Association/Federation/Apex body in the said Free Sale Land on which the building with multiple Wings or Buildings are constructed.
- 13.6 The charges, costs, expenses for conveyance/assignment of leasehold rights, including but not limited to, Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities, or any other charge for the transfer of the said plot on 'actual basis', shall be borne by the Allottee/s in proportion to his gross usable area, and that the Allottee/s shall come forward to accept conveyance of the said Free Sale Land in the name of the Society formed, within two (02) months from the date of intimation by the Developer. This amount is not included in Agreement Value and shall be calculated and informed to the members of the Society/Association/Company/Apex Body after Occupancy Certificate.
- 13.7 The Allottee/s agree that within 15 days, after notice in writing is given by the Developers to the Allottee/s that the said Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share

(i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Free Sale Land and Building/s namely local taxes, betterment charges or such other levies by the 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 said Free Sale Land and Building/s. Until the Society or Association or Limited Company is formed, and the said structure of the Building/s or Wings is transferred to it, the Allottee/s shall pay to the Developers such proportionate share of outgoings, as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined, the Allottee/s shall pay to the Developers provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings, which shall be paid in advance for _____ months on/before possession of the said Apartment. The amount so paid by the Allottee/s to the Developers shall not carry any interest and remain with the Developers until a Conveyance/Assignment of lease of the structure of the Building or Wing is executed in favour of the Society or a Limited Company as aforesaid. On such Conveyance/Assignment of lease being executed for the structure of the Building or Wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be.

14. The Allottee/s shall, on or before delivery of possession of the said Apartment make payment to the Developers of the following amounts:
- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Association or Limited Company/Federation/ Apex body.
 - (v) Rs. _____/- for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.
 - (vii) Rs. _____/- for club house membership.
 - (viii) Rs. _____/- refundable interest free security deposit for carrying out fit-out work in the said Apartment.

(ix) Rs. _____/- for document handling charges.

The Allottee/s agree/s, confirm/s and acknowledges that all the charges stated above are estimates and tentative and are subject to change, without notice and at the sole discretion of the Developers.

15. The Allottee/s shall pay to the Developers a sum of Rs. _____ for meeting all legal costs, charges, and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body, or Federation, and for preparing its rules, regulations and bye-laws, and the cost of preparing and engrossing the conveyance or assignment of lease.

16. At the time of registration of conveyance or Lease Assignment of the said Free Sale Land together with structure of the Building or Wing of the Building, the Allottee/s shall pay to the Developer, the Allottees' share of Stamp Duty and Registration Charges payable, by the said Society or Limited Company on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Building/Wing of the Building. At the time of registration of Conveyance or Lease of the said Free Sale Land, the Allottee/s shall pay to the Developer, the Allottees' share of Stamp Duty and Registration Charges payable, by the said Apex Body or Federation on such Conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

17. **FOREIGN EXCHANGE MANAGEMENT ACT**

17.1 The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said Apartment are made by non- resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable Land/ies in India and provide to the Developers with such permission/approvals/no objections to enable the Developers to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Developers accepts no responsibility in this regard and the Allottee/s shall keep the Developers fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s,

subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Developers immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

18. **ANTI-MONEY LAUNDERING**

The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**").

18.1 The Allottee/s further declare(s) and authorize(s) the Developers to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

18.2 The Allottee/s further agree(s) and confirm(s) that in case the Developers become aware and/or in case the Developers are notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Developers shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Developer, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Developers to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Developers a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

19. The Allottee/s agree(s) and undertake(s) that on receipt of possession, the Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association and without causing any disturbance, to the other purchasers of apartment(s)/premises/units in the Project. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Apartment or the building, the Developers shall be entitled to call upon the Allottee/s to rectify the same and to restore the said Apartment and/or building to its original condition within 30 (thirty) days from the date of intimation by the

Developers in that behalf. If the Allottee/s does not rectify the breach within such period of 30 (thirty) days, the Developers may carry out necessary rectification/restoration to the said Apartment or the building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Developers shall be adjusted from the fit-out deposit deposited by the Allottee/s with the Developer, in case such costs/charges and expenses incurred by the Developers are over and above the aforesaid fit-out deposit, then the same shall be reimbursed by the Allottee/s. If the Allottee/s fail(s) to reimburse to the Developers any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the said Apartment. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developers(i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developers or which the Developers may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Apartment or the building(s)/Wing(s) and (ii) for all costs and expenses incurred by the Developers for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the said Apartment or the building(s)/Wing(s).

20. Upon the possession of the said Apartment being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the said Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the building or if necessary any part of the said Apartment provided the said Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his agents and the Allottee/s shall reimburse and/or pay to the Developers or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Developers shall not be liable for any theft or loss or inconvenience caused to the Allottee/s on account of entry to the said Apartment as aforesaid. If the said Apartment is closed and in the opinion of the Developers any rectification or restoration is necessary in the interest of the building and/or purchasers therein, the Allottee/s consent(s) to the Developers to break open the lock on the main door/entrance of the said Apartment and the Developers shall not be liable for any loss, theft or inconvenience caused to the Allottee/s on account of such entry into the said Apartment.

21. **FACILITY MANAGEMENT COMPANY**

21.1 By executing this Agreement, the Allottee/s agree/s to the appointment of any agencies by the Developers (**“Facility Management Company”**) to manage, upkeep and maintain the building and the Land, club house, meeting room, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developers may require to install, operate, and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the building (including the Purchaser’s proportionate share of the outgoings as provided under this Agreement). It is hereby clearly clarified, agreed, and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association. The Allottee/s hereby agree/s and confirm/s such agreement /contract/arrangement that the Developers have or may have to enter into with the Facility Management Company.

21.2 The Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.

21.3 The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the said Apartment by the Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of apartment(s)/premises/units in the building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of apartment(s)/premises/units in this regard.

22. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

22.1 The Developers hereby represents and warrants to the Allottee/s as follows:

- i. The Developers have clear and marketable entitlement with respect to the said Free Sale Land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Free Sale Land, and also has actual, physical and legal possession of the said Free Sale Land for the implementation of the Project;

- ii. The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project, and shall obtain requisite approvals from time to time, to complete the development of the Project;
- iii. There are no encumbrances upon the said Free Sale Land or the Project except those disclosed in the Title Report, if any;
- iv. There is no litigation pending before any Court of Law with respect to the said Free Sale Land or Project except those disclosed in the Title Report, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Free Sale Land and said Building/Wing are valid and subsisting, and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Free Sale Land and said Building/Wing shall be obtained by following due process of law and the Developers have been and shall at all times, remain to be in compliance with all the applicable laws in relation to the Project, said Free Sale Land, Building/Wing and common areas;
- vi. The Developers have the right to enter into this Agreement and has neither committed nor omitted to perform any act or thing, whereby the right, title, and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Developers have 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 Free Sale Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure to the Association of Allottees, the Developers shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Structure to the Association of the Allottees;

- x. The Developers have 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 Project to the competent Authorities;
 - 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 said Free Sale Land) has been received or served upon the Developers in respect of the said Free Sale Land and/or the Project, except those disclosed in the Title Report.
23. The Parties confirm that the Developers reserves to itself the unfettered right to the full, free and complete right of way and means of access over the said Larger Land *inter alia* the Free Sale Land and the Project, with the authority to grant such rights to the Allottee/s and/or users of apartment(s)/premises/units in the building(s)/Wing(s) being constructed on the said Free Sale Land at all times and the right of access to the said Free Sale Land for the purpose of installing, repairing, maintaining and inspecting the club house and meeting room, and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the said Free Sale Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s)/premises/units in the Project.
- 23.1 The Parties confirm that necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/assignment/declaration/deeds of said Apartment to be executed in respect of the sale/transfer of apartment(s)/premises/units in the buildings to be constructed on the said Free Sale Land. The Allottee/s hereby expressly agree/s to the same.
24. The Allottee/s himself/herself/themselves with the intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Developers as follows: -
- i. To maintain the said Apartment at the Allottee's own cost, in good and tenable repair and condition from the date on which the possession of the said Apartment is received, and shall not do, or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make

addition in, or to the building in which the said Apartment is situated and the said Apartment itself, or any part thereof, without the consent of the local authorities, if required.

- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the building in which the said Apartment 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 are likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Developers to the Allottee/s and, shall not do or suffer to be done anything in, or to the Building in which the said Apartment is situated or to the said Apartment, 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/s committing any act in contravention of the above provision, the Allottee/s 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 Apartment 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 Apartment, or any part thereof, nor any alteration in the elevation and external colour scheme of the Building in which the said Apartment is situated, and shall keep the portion, sewers, drains and pipes in the said Apartment 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 building in which the said Apartment is situated, and shall not chisel, or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Developers and/or the Society or the Limited Company.

- v. Not to do, or permit to be done, any act or thing which may render void or voidable any insurance of the said Land and the Building in which the said Apartment is situated, or any part thereof, or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage, or other refuse, or permit the same to be thrown from the said Apartment in the compound, or any portion of the said Land and the Building in which the said Apartment is situated.
- xii. That the dry and wet garbage shall be separated and the wet garbage generated in the Project shall be treated separately Free Sale Land by the residents/occupants of the Project.
- xiii. Pay to the Developer, within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government giving water, electricity, or any other service connection to the building in which the said Apartment is situated.
- xiv. To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than the purpose for which it is sold.
- xv. Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of apartment(s)/premises/units in the building or other occupants or users of the building, or visitors to the building, and also occupiers of any adjacent, contiguous or adjoining properties.
- xvi. Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, parking space/s or other open spaces forming a part or appurtenant to the apartment/s in the building, without the prior written permission of the Developer/association/concerned authorities.
- xvii. After possession of the said Apartment is handed over the Allottee/s, the Allottee/s may insure the said Apartment from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developers

shall not be responsible for any loss/damage suffered thereafter.

- xviii. The Allottee/s and/or the Developers shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- xix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, until all the dues payable by the Allottee/s to the Developers under this Agreement are fully paid up and without the prior consent of the Developer and the Allottee's shall pay, to the Developers, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at ___% (___ per cent) of the Consideration of the said Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.
- xx. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority, and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- xxi. Till a conveyance of the structure of the building in which the said Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof, to view and examine the state and condition thereof;
- xxii. The Allottee/s agree(s) to use the said Apartment or any part thereof or permit the same to be used only for the purpose for which it has been approved. The Allottee/s further agree(s) to use the Car Parking Space only

for the purpose of keeping or parking car its own car.

- xxiii. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample apartment / mock apartment and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as the same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire the said Apartment in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.
- xxiv. The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the said Apartment in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Developers in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- xxv. Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim against Developers or seek cancellation of the said Apartment or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- xxvi. The Allottee/s agrees and undertakes that the Developers shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Apartment and/or Car Parking Space (s) by concerned authorities due to non-payment by the Allottee/s or any other apartment purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under this Agreement or as and when demanded by the Developer.
25. The Developers shall maintain a separate account in respect of sums received by the Developers from the Allottee/s as advance or deposit, sums received on

account of the share capital for the promotion of the Co-operative Society or Association or Company or, towards the out-goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25.1 In case the transaction being executed by this Agreement between the Developers and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Developer/Allottee/Both, as the case may be, in accordance with the agreed terms of payment.

26. **RIGHTS OF THE DEVELOPER**

26.1 Hoarding Rights

The Allottee/s hereby agrees that the Developers may and shall always continue to have the right to place/erect hoarding/s on the said Land, of such nature and in such form as the Developers may deem fit and the Developers shall deal with such hoarding spaces as its sole discretion until conveyance to the association and the Allottee/s agree/s not to dispute or object to the same. The Developers shall not be liable to pay any fees / charges to the association for placing / putting up the hoarding/s, provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developers and/or by the transferee (if any).

26.2 Retention

Subject to, and to the extent permissible under the applicable laws, the Developers may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ apartments in the Project which may be subject to different terms of use, including as a guest house / corporate apartments.

26.3 Unsold Apartment

- i. All unsold and/or unallotted apartment(s)/premises/units, areas and spaces in the building, including without limitation, car parking spaces and other spaces in the basement and anywhere else in the Project or the said Free Sale Land shall always belong to and remain the property of the Developers at all times and the Developers shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/ premises / units and shall be entitled to enter upon the said Free Sale Land to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developers may deem necessary.

- ii. The Developers shall without any reference to the Allottee/s, association, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/premises/units and spaces therein, as it deems fit. The Developers shall be entitled to enter in separate agreements with the purchasers of different apartment(s)/premises/units in the Project on terms and conditions decided by the Developers in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association. The Allottee/s and / or the association shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developers shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association.

26.4 Additional Construction

The Allottee/s hereby agrees that the Developers shall be entitled to construct any additional area/structures over and above the Free Sale Building as the Developers may deem fit and proper and the Developers shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association, upon its formation/registration, as the case may be, in accordance with the terms of the applicable laws and the Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developers until the complete optimization of the Free Sale Land.

- 26.6. The Allottee/s hereby agrees that the Developers, subject to the approval of the authorities and the discretion of the Developers, the Developers shall be entitled to construct any additional area/structures/floors from 43rd to 52nd floor plus one service floor plus 53rd and 54th floor and upper terrace in different phases and the possession/completion date of such separate phase (separate real estate project) may be different date, and the Allottee/s agrees to the Developers for the same, and confirm and undertake that the Allottee/s shall not raise any objection for the same, at any time. The Allottee(s) hereby accepts and agrees that the total floors of the Free Sale building , structures, and/or floors may be lowered to any floor below the 54th floor (but not below the 42nd floor), subject to the authorities' approval and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection for the same.

27. Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise, or assignment in law, of the said Apartment and building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him and, all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer, until the said structure of the building is transferred to the Society/Limited Company or other body, and until the said Property is transferred to the Apex Body/Federation as hereinbefore mentioned.

28. **DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

29. **BINDING EFFECT**

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

30. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter thereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developers and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

31. **RIGHT TO AMEND**

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

32. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / 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 Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

33. **SEVERABILITY**

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

34. **WAIVER**

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developers of any breach, violation, non-performance or non-compliance by the Allottee/s of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

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

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

36. **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 a ny right to be created or transferred hereunder, or pursuant to any such transaction.

37. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developers and the Allottee/s and 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.

The Allottee/s and/or Developers shall present this Agreement as well as the Lease Deed/ Conveyance at the proper registration office of registration within the

time-limit prescribed by the Registration Act, 1908 and the Developers will attend such office and admit execution thereof.

38. **NOTICE**

38.1 That all notices to be served on the Allottee/s and the Developers as contemplated by this Agreement, shall be deemed to have been duly served if delivered to the Allottee/s or the Developers by Registered Post A. D. and/or sent by mail on their notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee/s
_____ (Allottee's Address)
Notified Email ID: _____

Notified Email ID: _____

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

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

39. **SATISFIED WITH THE DEVELOPER'S TITLE**

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project and has expressly understood the contents, terms and conditions of the same and the Developers have entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and

provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developers and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

40. **JOINT ALLOTTEES**

That in case there are Joint Allottees, all communications shall be sent by the Developers to the Allottee whose name appears first, and at the address given by him/her/them, which shall, for all intents and purposes, be considered as properly served on all the Allottees.

41. **STAMP DUTY AND REGISTRATION**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee/s.

42. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

43. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("**Act**") and the Rules and Regulations made thereunder ("**Rules and Regulations**") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and

Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

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

THE FIRST SCHEDULE REFERRED HEREINABOVE

(Description of the Larger Land)

All that piece and parcel of C.S. No. 231 (pt), 232, 446(pt), 448, 450(pt), 451(pt), 453(pt), 454 (pt), 455(pt), 456(pt), 457 to 471, 472, 1/472, 473, 474(pt), 475, 476(pt) & 699(pt) of Parel Sewree Division admeasuring about **17,635.76 sq. mtrs.** or thereabouts situated at Sewree Cross Road and Rafi Ahmed Kidwai Marg, in 'F/South' ward in the Mumbai Island City and bounded as follows:

On or towards the East: Sewree Cross Road,
On or towards the West: R.A. Kidwai Marg,
On or towards the South: Sewri Cross Road,
On or towards the North: Raza Tower Co-op. Hsg. Society Ltd.

THE SECOND SCHEDULE REFERRED HEREINABOVE

(Description of the said Rehab Sale Land)

All that piece and parcel of land forming part of the Larger Land, admeasuring 1884.90 Sq. Mts. or thereabouts.

THE THIRD SCHEDULE REFERRED HEREINABOVE

(Description of the Free Sale Land)

All that piece and parcel of land forming part of the Larger Land, admeasuring 9057 Sq. Mts. or thereabouts.

THE FOURTH SCHEDULE REFERRED HEREINABOVE

(The said common area and facilities above referred to)

(THE SAID APARTMENT ABOVE REFERRED TO)

Apartment bearing No. _____, admeasuring about _____ Sq. Meters. of Carpet area and Ancillary area _____ of sq. mtrs. on Tower _____ of the building known as " The Gateway " situated at Sewree Cross Road and Rafi Ahmed Kidwai Marg, in 'F/South' ward in the Mumbai Island City of the project known as " _____ " which is constructed in or upon the above referred said Free Sale Building, which Apartment is shown on the Floor Plan thereof as Annexure ' ____ '.

SIGNED AND DELIVERED BY THE WITHINNAMED "DEVELOPER"

Through its Authorized Signatory **SIGNED AND DELIVERED**

By the withinnamed "R&R",)

Through its Authorised Partner)

_____)

In the presence of)

1.

2.



Sign

Photo

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SIGNED AND DELIVERED)

By the withinnamed "L&T")

by its Authorised Signatory)

_____)

authorised by the Resolution)

dated _____)

passed by its Board of Directors)

In the presence of)

1.

2.

1)



Sign



Photo



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SIGNED & DELIVERED BY THE WITHINNAMED "ALLOTTEE/S"

1)



Sign



Photo



Left Thumb

2)



Sign



Photo



Left Thumb

In the presence of

1)

2)

RECEIPT

Received an amount of Rs. _____/- from Allottee/s towards part payment of total consideration as mentioned above in following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

We say received

1.M/s. Rubberwala & Royal Developers

Through its Authorized Signatory

2. LH Residential Housing Limited

Through its Authorized Signatory

Housiey.com