

DRAFT COPY (PHASE 1-REAL GEM STOCK)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is executed at the place and on the date as mentioned in the **Fourth Schedule** hereunder written

BETWEEN

REALGEM BUILDTECH PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at DB House, Yashodham, Gen. A.K. Vaidya Marg, Goregaon (East), Mumbai 400 063 (through its duly Authorized Signatory as mentioned in the Fourth Schedule pursuant to the Board Resolution read with Power of Attorney detailed in the Fourth Schedule hereunder written, hereinafter referred to as the “**the Promoter**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

DRAFT COPY (PHASE 1-REAL GEM STOCK)

AND

BHISHMA REALTY LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Sir Vithaldas Chambers 16, Mumbai Samachar Marg, Mumbai 400 001 (through its Authorized Signatory as mentioned in the Fourth Schedule pursuant to Board Resolution read with the Power of Attorney detailed in the Fourth Schedule hereunder written) hereinafter referred to as “**the Owner**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

THE ALLOTTEE (*mentioned in the Fourth Schedule hereunder written*), (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**;

AND

DRAFT COPY (PHASE 1-REAL GEM STOCK)

KINGMAKER DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 702 Natraj, M. V. Road Junction, Off Western Express Highway, Andheri East, Mumbai, 400 069, hereinafter referred to as "**KDPL**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **FOURTH PART**.

The Promoter, the Owner, the Allottee and KDPL are hereinafter collectively referred to as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS:

- A. The Owner was absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcel of freehold/leasehold land or ground admeasuring 24,809 square meters and bearing Final Plot No. 1043 of TPS IV Mahim Division and lying, being and situate at Gokhale Road South Prabhadevi, Mumbai 400025 ("**the Larger Property**"). The Larger Property is delineated with a blue colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**.
- B. By and under a Development Agreement dated 31st July, 2009 duly registered with the office of the Sub-Registrar of Assurances under Serial No. 5622 of 2009 as modified by (i) Supplemental Agreement dated 30th July, 2010 duly registered with the office of the Sub-Registrar of Assurances under Serial No. 6276 of 2010; (ii) Further Supplemental Agreement dated 22nd March, 2013 duly registered with the office of the Sub-Registrar of Assurances under Serial No. 2308 of 2013; (iii)

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Further Supplemental Agreement dated 22nd March, 2013 duly registered with the office of the Sub-Registrar of Assurances and under Serial No. 2309 of 2013; (iv) Further Supplemental Agreement dated 8th September, 2015 duly registered with the office of the Sub-Registrar of Assurances under Serial No. 780 of 2016; and (v) Further Supplemental Agreement dated 9th September, 2015 duly registered with the office of the Sub-Registrar of Assurances under Serial No. 779 of 2016 (hereinafter collectively referred to as the "**Development Agreement**") all executed between the Owner and the Promoter, the Owner granted unto the Promoter development rights to develop the Larger Property on the terms and conditions set out therein.

C. Out of the Larger Property, an area admeasuring 735.99 square metres has been handed over to the Municipal Corporation of Greater Mumbai ("**MCGM**") ("**MCGM Land**") and an area admeasuring 602.17 square metres has been handed over to the Maharashtra Housing and Area Development Authority ("**MHADA Land**"). The land area remaining after handing over of the MCGM Land and the MHADA Land is 23,470.84 square metres ("**Net Plot**"). The Net Plot is delineated with a pink colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**.

D. Further, the Net Plot is affected by a set-back admeasuring 180.07 square metres ("**Set Back**"). The area after deducting the Set Back admeasures 23,290.77 square meters ("**the said Land**"). The Promoter is entitled to develop the said Land by utilizing the FSI arising from 24,206.83 square metres (being the Larger Property less MHADA Land). The Set Back is washed in brown colour on the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Plan annexed hereto and marked as **Annexure "A"**. The said Land is more particularly described in the **First Schedule** hereunder written and is delineated with a red colour boundary line on the Plan annexed hereto and marked as **Annexure "A-1"**.

E. The Promoter is entitled to develop the said Land, by utilisation of the full development potential as per applicable law, in the manner and on the terms and conditions mentioned in the Development Agreement read with applicable provisions of the said DCR (as defined below). The Owner has executed a Power of Attorney dated 31st July, 2009 in favour of the Developer duly registered with the office of the Sub-Registrar of Assurances under Serial No. 5624 of 2009 (**"the said POA"**). Along with the Development Agreement dated 31st July, 2009, certain other additional powers of attorney as mentioned therein were also executed.

F. By and under a Development Management Agreement dated 18th March, 2018 (**"DMA"**) executed between (i) the Promoter (therein referred to as the Developer) of the first part; (ii) KDPL (therein referred to as the Development Manager) of the second part; and (iii) the Owner (therein referred to as the Owner) of the third part, whereunder the Owner and the Promoter appointed KDPL as the development manager with respect to the Net Plot to do all the acts, deeds, matter and things as set out therein. KDPL is executing this agreement as a confirming party in its capacity as the development manager as per the terms of the DMA. Under the DMA, the Owner and the Promoter granted

DRAFT COPY (PHASE 1-REAL GEM STOCK)

KDPL an irrevocable and exclusive license to enter the said Land to perform its roles, responsibilities, obligations and services and exercise its rights on the terms and conditions as recorded therein

- G. The details with respect to the mortgages affecting the Project are set out in the list annexed hereto and marked as **Annexure "B"**
- H. The Promoter has availed of construction finance from Housing Development Finance Corporation Limited ("**HDFC**") and to secure the same, the Promoter has created a mortgage on certain units coming to its share forming part of the Whole Project (defined hereinbelow) along with proportionate undivided share in the Larger Property as more particularly described in the (i) Unilateral Indenture of Mortgage dated 22nd March, 2013 registered with the office of the Sub-Registrar Of Assurances under Serial No. 2307 of 2013; and (ii) the Unilateral Indenture of Mortgage dated 10th September, 2015 and registered with the office of the Sub-Registrar of Assurances under Serial No. 8854 of 2015. Accordingly, HDFC has issued a no objection certificate details whereof are set out in the Fourth Schedule hereunder written. A copy of the no objection certificate is annexed hereto and marked as **Annexure "C"**.
- I. By virtue of the aforesaid, the Promoter is entitled to construct buildings on the said Land and is undertaking the development of the said Land in a phase-wise manner.
- J. As part of the phase-wise development, the Promoter is developing the said

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Land in 2 (two) phases, being:

- (a) Phase 1 comprising Tower A and Tower B on a portion of the said Land (**"the said Property"**) (the 2 (two) Towers being Tower A and Tower B are washed in yellow colour on the plan annexed hereto and marked as **Annexure "C-1"**) and proposed as a "real estate project" by the Promoter. and
- (b) Phase 2 comprising Tower C on a portion of the said Land and washed in purple colour on the plan annexed hereto and marked as Annexure "C-1".

K. The Promoter is also developing a public parking lot (**"PPL"**) under Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991 (**"DCR"**) on the said Land. As per applicable law, the PPL will have to be conveyed to the MCGM.

L. The Promoter has registered the project comprising the abovementioned towers being Towers A and B as a 'real estate project' (**"the Real Estate Project"**) with the Maharashtra Real Estate Regulatory Authority (**"Authority"**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (**"RERA Rules"**). The Promoter has also registered Phase 2 with RERA. The Authority has duly issued a Certificate of Registration bearing No.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

P51900003268 dated 5th August, 2017 in respect of Phase 1 being the Real Estate Project and Certificate of Registration bearing No. P51900006367 dated 14th August, 2017 in respect of Phase 2 forming part of the Whole Project (hereinafter collectively referred to as “**the RERA Certificates**”). Copies of the RERA Certificates are annexed and marked as **Annexure “D”** hereto.

M. The Allottee has, prior to the date hereof, examined the copies of the RERA Certificates and has caused the RERA Certificates to be examined by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the said Land. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

N. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:

- (i) The Real Estate Project consists of 2 (two) buildings known as Tower A and Tower B;
- (ii) The details of each tower are as follows:
 - (a) Tower A of the Real Estate Project will be up to 69 slabs of super structures (50 habitable floors), of which 50 habitable floors have been sanctioned as on the date hereof; and

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (b) Tower B of the Real Estate Project will be up to 69 slabs of super structures (50 habitable floors), of which 50 habitable floors have been sanctioned as on the date hereof;
- (iii) Total FSI of 78,000 square metres has been proposed for the Real Estate Project (i.e. to be consumed in Towers A and B) out of which the entire FSI has been sanctioned in the following manner:
- (a) A total FSI of 41,000 square metres will be utilised for the development of Tower A of the Real Estate Project; and
- (b) A total FSI of 37,000 square metres will be utilised for the development of Tower B of the Real Estate Project.
- (iv) Presently, the FSI sanctioned for Towers A and B is in excess of 78,000 square metres as certain free of FSI areas have been included in the FSI computation, which free of FSI areas will be subsequently excluded from actual FSI computation, such that the sanctioned FSI for the Real Estate Project will be 78,000 square metres as mentioned above.
- (v) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Whole Project Amenities**").
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service

DRAFT COPY (PHASE 1-REAL GEM STOCK)

providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require and may be utilized in common including by allottees of units/flats/premises in the Real Estate Project/ on the said Land as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contractors shall be entitled to access and service such infrastructure and utility over the Whole Real Estate Project and/or the said Land.

- (vii) The details of formation of the Condominium with respect to the Whole Project, are more particularly specified in Clause 13 below.
- (viii) Copies of the Intimation of Disapproval (“**IOD**”) bearing No. EB/5070/GS/A dated 21st October, 2009, EB/5070/GS/A dated 10th September, 2014 and EB/5070/GS/A dated 22nd June, 2018 and Commencement Certificate (“**CC**”) bearing No. EB/5070/GS/A dated

DRAFT COPY (PHASE 1-REAL GEM STOCK)

18th February, 2010 issued by the MCGM, which has been updated on 13th July, 2018 and is valid till 17th February, 2019, are also included as part of the RERA Certificates at Annexure "D" hereto.

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

- O. The principal and material aspects of the development of the said Land ("**Whole Project**") are briefly stated below: -
- (i) The area of the said Land to be developed in a phase-wise manner is 23,290.77 square metres.
 - (ii) Total FSI of 1,25,770 square metres is proposed (including sanctioned/ consumed and proposed FSI).
 - (iii) The Promoter is constructing a separate tower/building called Tower C (forming part of Phase 2) ("**Tower C**") and which has been registered as a separate real estate project. Tower C shall be up to 69 slabs of super structures (50 habitable floors), of which 6 habitable floors have been sanctioned as on the date hereof and 44 habitable floors are proposed to be sanctioned. A total FSI of 47,770 square metres has been proposed of which 8,226.13 square metres has been sanctioned till date.
 - (iv) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed Layout**") which specifies, *inter alia*, the location of Tower

DRAFT COPY (PHASE 1-REAL GEM STOCK)

C, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the said Land . Tower C is washed in purple colour boundary line on the plan annexed hereto and marked as Annexure "C-1". The Allottee further agrees to the proposed changes in the plans that have been shown and explained to the Allottee, which are subject to the final sanction of the MCGM or such other local authority. Further no such change shall materially affect the plan with respect to the said Premises. Prior to the execution of these presents, a compilation comprising all the plans, i.e. the last sanctioned plan dated 22nd June, 2018 as well as the proposed plans has been shown and explained to the Allottee and the Allottee has understood, acknowledged and accepted the same.

(v) As mentioned at Recital N (v) above, the Whole Project Amenities that may be usable by the Allottees are detailed in the Second Schedule hereunder written.

(vi) The Promoter shall be entitled to designate any spaces/areas in Tower C or any part thereof (including on the terrace and basement levels of such Tower C comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter

DRAFT COPY (PHASE 1-REAL GEM STOCK)

may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services maybe laid/provided in the manner the Promoter may require and may be utilized in common including by allottees of units/flats/premises in Tower C of the Whole Project on the said Land as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contractors shall be entitled to access and service such infrastructure and utility over the Whole Real Estate Project and/or the said Land.

- (vii) The scheme and scale of development proposed to be carried out by the Promoter on the said Land will be as set out in the Proposed Layout, as amended from time to time.
- (viii) The Promoter shall confer title of the Whole Project, as mentioned at Clause 13 below.
- (ix) The nature of development of the said Land will be phase wise and would be for residential purpose.
- (x) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part, as permissible under the applicable law and as may be required by the applicable law from time to time.
- (xi) The Promoter will be entitled to mortgage and charge from time to time

DRAFT COPY (PHASE 1-REAL GEM STOCK)

its share of units/flats/premises in the Whole Project along with proportionate undivided share in the said Land and the structures to be constructed thereon.

The above details and further aspects of Tower C are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificates at Annexure "D" hereto ("**Proposed Future and Further Development of the said Land**").

P. Further, while the Whole Project Amenities have been described with the real estate project pertaining to Tower C, i.e. Phase 2, all purchasers of units in the Whole Project will be entitled to use and access the Whole Project Amenities.

Q. The Allottee/s is/are desirous of purchasing a residential premises forming part of the Real Estate Project (hereinafter referred to as the "**said Premises**"), details whereof are more particularly described in the Fourth Schedule hereunder written. As per the terms of the Development Agreement, the said Premises come to the share of the Promoter/Owner.

R. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

S. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

T. The Promoter/Owner has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the said Premises and to receive the sale consideration in respect thereof. All the units / flats / apartments will be sold and transferred only in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 ("**MAO Act**") read with the Rules framed thereunder and this is a fundamental term of this Agreement.

U. On demand from the Allottee, the Promoter/Owner has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -

- (i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA;
- (ii) All title documents;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) The Report on Title issued by Hariani & Co., Advocates & Solicitors

DRAFT COPY (PHASE 1-REAL GEM STOCK)

("Title Certificate"), certifying the right/entitlement of the Promoter, a copy whereof is annexed hereto and collectively marked as **Annexure "E"**; and

- (v) The certified true copies of the Property Register Card for the said Land, which are annexed hereto and marked as **Annexure "F"**.
- V. An authenticated copy of the plan of the said Premises along with the floor plan, is annexed and marked as **Annexure "G"** hereto.
- W. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- X. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.
- Y. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Z. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date, (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and (iv) the provisions of the DMA. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

AA. The carpet area of the said Premises as defined under the provisions of RERA, is mentioned in the Fourth Schedule hereunder written.

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 this Agreement on the terms and conditions appearing hereinafter.

CC. The Promoter/Owner has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter/Owner, the said Premises upon the terms and conditions mentioned in this Agreement and at or for the price more particularly mentioned in the Fourth Schedule hereunder written and

DRAFT COPY (PHASE 1-REAL GEM STOCK)

hereinafter referred as the “**Sale Consideration**” payable by the Allottee to the Promoter in the manner set out in the **Fifth Schedule** hereunder written read with **Annexure “H”** hereto. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the Fifth Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

DD. Under Section 13 of the RERA, the Promoter/Owner is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

EE. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter/Owner hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises and the garage / covered parking as set out herein below.

FF. The list of Annexes attached to this Agreement are stated hereinbelow:-

Annexure “A”	Plan demarcating (i) the Larger Property in blue colour boundary line; and (ii) the Net Plot in pink colour boundary line; and (iii) Set Back washed in brown colour boundary line.
Annexure “A-1”	The said Land delineated with red colour boundary line.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Annexure "B"	Details of the mortgages affecting the Project.
Annexure "C"	No objection certificate
Annexure "C-1"	Plan whereon (i) Tower A and Tower B washed in yellow colour; and (ii) Tower C is washed in purple colour.
Annexure "D"	RERA Certificates, IOD & CC.
Annexure "E"	Title Certificate
Annexure "F"	Certified true copy of Property Register Card
Annexure "G"	Plan of the said Premises, the Restricted Common Area/Foyer and the floor plan
Annexure "H"	Payment schedule

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the 2 (two) Towers known as Tower A and Tower B, each Tower consisting of such floors as set out in Recital N (ii) in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of

DRAFT COPY (PHASE 1-REAL GEM STOCK)

the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law or as may be permitted by law, or, any change as contemplated by any of the disclosures already made to the Allottee, including in this Agreement.

3. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter/Owner, and the Promoter/Owner hereby agrees to sell to the Allottee, the said Premises (more particularly described in the Fourth Schedule hereunder written) for the Sale Consideration, as (more particularly mentioned in the Fourth Schedule hereunder written). The said Premises is marked in a red coloured boundary line on the floor plan annexed and marked **Annexure "G"** hereto. The Allottee will be entitled to exclusive use as a limited common area and facility/foyer attached to the said Premises, of the area washed in blue colour on the plan annexed hereto and marked as Annexure "G" ("**Restricted Common Area/Foyer**"). The Allottee will not be entitled to put up any construction in this exclusive area. No separate consideration is being charged for this and this limited common area and facility will at all times to be attached to the said Premises. It is clarified that the sale of the said Premises is on the basis of the carpet area (as per RERA) of the said Premises only. The Allottee confirms that it shall not have any right to use the portions washed in green colour on his/her/their/its floor

DRAFT COPY (PHASE 1-REAL GEM STOCK)

on the floor plan annexed hereto and marked as Annexure "G".

- (ii) The Promoter shall allot to the Allottee parking space/s being constructed on the basement/podium/stilt and more particularly mentioned in the Fourth Schedule hereunder written and hereinafter referred to as the "**Parking Space**", the cost of which is included in the Sale Consideration. The exact location and dimension of Parking Space will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Parking Space shall be for the Allottee and Allottee's visitors. The Allottee is aware that just as the Parking Space will be for his/her/their/its exclusive use, similar exclusive usage rights of the respective parking spaces to allottees of the other premises shall be granted by the Promoter and that the same shall be binding on the Allottee, his/her/their nominees and assigns. The details of the allotment of the parking spaces will be handed over to the Condominium (as defined hereinafter). The Allottee shall cause the Condominium (as defined hereinafter) to ratify the parking allocation in favour of the Allottee and further that the Allottee shall not cause the Condominium (as defined hereinafter) to change the allocation of parking spaces of other allottees.
- (iii) The Allottee has paid before execution of this Agreement, part payment of the Sale Consideration of the said Premises as more particularly mentioned in the Fifth Schedule hereunder written read with Annexure H hereto and hereby agree/s to pay to the Promoter the balance

DRAFT COPY (PHASE 1-REAL GEM STOCK)

amount of the Sale Consideration as and by way of installments in the manner more particularly mentioned in the Fifth Schedule hereunder written. It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the Fourth Schedule hereunder written ("**the said Account**")

- (iv) The Allottee shall deduct tax at source ("**TDS**") from each installment of the Sale Consideration as required under the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that the deduction made in the amount paid by the Allottee to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that if at the time of taking possession of the said Premises, if any such certificate is not produced, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 (four) months from the Allottee taking possession of the said Premises. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee;

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (v) The Sale Consideration does not include the following charges, which will be paid by the Allottee to the Promoter as and when demanded by the Promoter:-
- (a) Deposit for installation of utilities at actuals;
 - (b) Advance building maintenance charges and common area maintenance charges, which are to be handed over to the Condominium;
 - (c) Deposit towards building maintenance charges and common area maintenance charges, which are to be handed over to the Condominium; and
 - (d) Any other amounts collected from the Allottee to be handed over to the Condominium in terms of applicable law.
- (vi) The Sale Consideration does not include legal charges, infrastructure and development charges, club house charges, stamp duty and registration charges, and condominium formation charges, which will be paid by the Allottee to the Promoter/Owner as and when demanded by the Promoter/Owner and prior to the taking over of possession of the said Premises from the Promoter.
- (vii) The Sale Consideration does not include GST and/or any other taxes, charges, levies, etc., which will be paid by the Allottee to the Promoter/Owner by way of a separate demand draft or by way of deposit into a separate account of the Promoter/Owner, as the case

DRAFT COPY (PHASE 1-REAL GEM STOCK)

may be, as per the details to be shared with the Allottee. It is hereby expressly clarified that all such charges, taxes and/or costs which do not form a part of the Sale Consideration are more particularly set out in Annexure H hereto.

- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter/Owner undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Owner shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (ix) It is agreed between the Parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter/Owner and the concerned Banks/Financial Institutions shall

DRAFT COPY (PHASE 1-REAL GEM STOCK)

apply and the Allottee/s shall comply with the same. The Promoter/Owner shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter/Owner.

- (x) The Promoter shall confirm the final carpet area (as per RERA) that has been allotted to the Allottee after the construction of the concerned Tower is complete and the Occupation Certificate is granted by the MCGM or such other local authority, by furnishing details of the changes, if any, in the carpet area (as per RERA), subject to a variation cap of 3% (three percentage). The total Sale Consideration payable on the basis of the carpet area (as per RERA) of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area (as per RERA) within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area (as per RERA) allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3 (x), shall be made at the same rate per square meter as agreed in this clause 3.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (xi) The Allottee authorizes the Promoter/Owner to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter/Owner may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter/Owner to adjust his/her/their//its payments in any manner.
- (xii) On a written demand being made by the Promoter/Owner upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter/Owner, within 10 (ten) days of the Promoter's/Owner's said written demand, without any delay, demur or default.
- (xiii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter/Owner under this Agreement, in the same manner detailed in this Clause 3 and Clause 14 below (which will not absolve Allottee of its responsibilities under this Agreement).
- (xiv) The Promoter/Owner shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA,

DRAFT COPY (PHASE 1-REAL GEM STOCK)

in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter/Owner, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM or such other local authority, the Occupation Certificate or Completion Certificate in respect of the said Premises, as may be applicable.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/their//it and meeting, complying with and fulfilling all its other obligations under this Agreement.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

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

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

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

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the said Land (by utilization of the full development potential) and develop the same in a phase-wise manner more particularly detailed at Recitals N and O above and as depicted in the layout plans at Annexure "C-1" hereto, proformas and specifications hereto constituting the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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

(i) The Promoter shall give possession of the said Premises to the Allottee on or before the date more particularly mentioned in the Fourth Schedule hereunder written and hereinafter referred to as the **Possession Date**. Provided however, that the Promoter shall be

DRAFT COPY (PHASE 1-REAL GEM STOCK)

entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory/local authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to hand over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8 (i) above), then the Allottee shall be entitled to either of the following options:-

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address mentioned in the Fourth Schedule hereunder written or such other address as may be provided by the Promoter, to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**the Interest Rate**") for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid to the Allottee till the date of offering to hand over of the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

possession of the said Premises to the Allottee; **OR**

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter, the Owner and KDPL by Courier / E-mail / Registered Post A.D. ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, the Owner and KDPL, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter/Owner shall refund to the Allottee the amounts already received by the Promoter/Owner under this Agreement and the Allottee shall be paid interest thereon at the Interest Rate to be computed from the date the Promoter/Owner received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and the Owner and/or the said Premises and/or Parking Space and the Promoter/Owner shall be entitled to deal with and/or dispose of the said Premises and/or the Parking Space in the manner it deems fit and proper.

- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above

DRAFT COPY (PHASE 1-REAL GEM STOCK)

then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.

- (iv) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter/Owner interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate without prejudice to the rights of the Promoter/Owner on such default.
- (v) Without prejudice to the right of the Promoter/Owner to charge interest at the Interest Rate mentioned at Clause 8 (ii) (a) above, and any other rights and remedies available to the Promoter/Owner, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter/Owner under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of installments of the Sale Consideration, the Promoter/Owner shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter/Owner shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at

DRAFT COPY (PHASE 1-REAL GEM STOCK)

the address mentioned in the Fourth Schedule hereunder written or such other address as may be provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter/Owner within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter/Owner shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter/Owner Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address mentioned in the Fourth Schedule hereunder written or such other address as may be provided by the Allottee. On the receipt of the Promoter/Owner Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 10% (ten percentage) of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter/Owner Termination Notice, the Promoter/Owner shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Allottee without interest. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Owner and/or the said Premises and/or Parking Space and the Promoter and/or the Owner shall be entitled to deal with and/or dispose of the said Premises and/or the Parking Space in the manner it deems fit and proper.

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

9. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the Second Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Third Schedule** hereunder written.

10. **Procedure for taking possession:**

- (i) The Promoter shall upon issuance of Occupation Certificate for the said Real Estate Project inform the Allottee in writing ("**Possession Notice**") for taking possession of the said Premises within 30 (thirty) days from

DRAFT COPY (PHASE 1-REAL GEM STOCK)

the date of such notice provided the Allottee has paid the Sale Consideration in full and all other amounts due and payable under this Agreement/pursuant to this transaction and has complied with all the provisions of this Agreement and has executed all necessary documents/applications in respect thereof.

(ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice. Upon receiving the Possession Notice from the Promoter as per Clause 10 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee.

(iii) Within 15 (fifteen) days of receipt of the Possession Notice and irrespective of whether the Allottee has taken physical possession or not, the Allottee shall be liable to bear and pay all amounts due and payable under this Agreement including the balance portion of the Sale Consideration, GST and the amounts mentioned in Clauses 3(vi), 3(vii) and 3(viii) above. In addition, the Allottee shall be liable to pay his/her/their/its proportionate share i.e. in proportion to the carpet area (as per RERA) of the said Premises, of maintenance charges and other outgoings in respect of the Real Estate Project and the said Land as determined by the Promoter, including, *inter-alia*, local taxes,

DRAFT COPY (PHASE 1-REAL GEM STOCK)

betterment charges, GST, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land .

11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course.
12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the Parking Space only for purpose of parking his/her/their/its vehicle and for no other purpose.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

13. Formation of the Condominium: -

- (i) Within 3 (three) months from the receipt of the full Occupation and Completion Certificate with respect to the Whole Project:
 - (a) A Condominium being the condominium for the apartment holders of Tower A, Tower B and Tower C, shall be formed as per the provisions of the MAO Act (hereinafter collectively referred to as "**the Condominium**");
 - (b) the Promoter shall execute a Declaration in respect of the Whole Project and the said Land in accordance with the provisions of the MAO Act ("**MAO Declaration**") for the formation of, *inter alia*, the Condominium and shall ensure that the same is duly registered with the concerned office of the Sub-Registrar of Assurances.
- (ii) The Promoter shall determine the undivided right, title and interest of each of the purchasers of the units / flats / apartments in the Whole Project and the same shall be specified in the MAO Declaration.
- (iii) The name of the Condominium shall be solely decided by the Promoter.
- (iv) Within a period of 3 (three) months from the execution and registration of the MAO Declaration as aforesaid, the Promoter shall execute Deeds of Apartment in favour of each of the purchasers of the units / flats / apartments in the Whole Project.
- (v) The Condominium shall admit all purchasers of flats and premises in

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Tower A, Tower B and Tower C as members.

- (vi) The Promoter hereby covenants and represents that all units / flats / apartments in the Towers (being Tower A, Tower B and Tower C) will be sold only as per the provisions of the MAO Act.
- (vii) The Promoter shall provide necessary assistance and co-operation to the Allottees in order to obtain permissions for carrying out fit out works in the said Premises, if any.
- (viii) Post the execution of the MAO Declaration, the Condominium shall be responsible for the operation and management and/or supervision of the Whole Project, and the Allottees shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Condominium, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Condominium/the allottees and the respective members/intended members including the Allottee, as the case may be, and the Promoter, KDPL and the Owner shall not be liable towards the same.

14. Loan and Mortgage:

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter/Owner. The Promoter/Owner shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter/Owner shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter/Owner in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

15. Representations and Warranties of the Promoter, the Owner and KDPL:

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

- (i) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (ii) There are no encumbrances upon the Real Estate Project except those disclosed as part of the registration of the Real Estate Project or in the Title Certificate;
- (iii) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed as part of the registration of the Real Estate Project or in the Title Certificate;
- (iv) All approvals, licenses and permits issued by the competent

DRAFT COPY (PHASE 1-REAL GEM STOCK)

authorities with respect to the Real Estate Project, are valid and subsisting;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (viii) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the receipt of the occupation certificate and thereupon shall be proportionately borne by the members of the Condominium;

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (ix) 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 Land) has been received or served upon the Promoter in respect of the said Land and/or the Real Estate Project except those disclosed as part of the registration of the Real Estate Project or in the Title Certificate.

15.2 The Owner hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in Title Certificate, and subject to the RERA Certificates: -

- (i) No encumbrances have been created by the Owner upon the Real Estate Project except those disclosed as part of the registration of the Real Estate Project or in the Title Certificate;
- (ii) The Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (iii) The Owner has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Premises,

DRAFT COPY (PHASE 1-REAL GEM STOCK)

which will, in any manner, adversely affect the rights of Allottee under this Agreement;

- (iv) The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (v) 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 Land) has been received or served upon the Owner in respect of the said Land and/or the Real Estate Project except those disclosed as part of the registration of the Real Estate Project or in Title Certificate.

15.3 KDPL hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificates and the DMA:-

- (i) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project;
- (ii) Requisite approvals for the Real Estate Project shall be obtained from time to time to complete the development of the Real Estate Project;

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (iii) So far as the period after the execution of the DMA is concerned, there are no encumbrances upon the Real Estate Project except those disclosed as part of the registration of the Real Estate Project or in the Title Certificate;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting.
- (v) KDPL has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) KDPL has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (vii) So far as the period after the execution of the DMA is concerned, 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 Land) has been received or served upon KDPL in respect of the said Land and/or the Real Estate Project except those disclosed as part of the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

registration of the Real Estate Project or in the Title Certificate.

16. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
17. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
18. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -
 - (i) To maintain the said Premises at the Allottee's own cost in good and tenable repair and condition from the date that possession of the said Premises is taken and shall not do or suffer to be done anything in

DRAFT COPY (PHASE 1-REAL GEM STOCK)

or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his/her/their/its own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises

DRAFT COPY (PHASE 1-REAL GEM STOCK)

which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Condominium;
- (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/or the Whole Project and/or the Real Estate Project 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

DRAFT COPY (PHASE 1-REAL GEM STOCK)

same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Real Estate Project.

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their/its share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project.
- (viii) Bear and pay in a timely manner and forthwith, all amounts including the Sale Consideration, as required to be paid under this Agreement.
- (ix) The Sale Consideration has been arrived between the Parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the Goods and Services Tax Act (GST Act) and the Rules made thereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit need to be passed on to the Allottee on account of the same.
- (x) Not to change the user of the said Premises without the prior written permission of the Promoter and the Condominium and any unauthorized change of user by the Allottee shall render this Agreement voidable and the Allottee in that event shall not be entitled to any right arising out of this Agreement;
- (xi) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose

DRAFT COPY (PHASE 1-REAL GEM STOCK)

of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter/Owner under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall take the prior written permission of the Promoter/Owner.

- (xii) The Allottee shall observe and perform all the rules and regulations which the Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (xiii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- (xiv) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Condominium formed of the purchaser/s of flat/ unit/premises.
- (xv) The Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

enjoyment and control of the Promoter in this regard.

- (xvi) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.
- (xvii) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- (xviii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (xix) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Condominium to the Promoter / the Condominium, as the case may be.
- (xx) Not to enclose any balcony or non-FSI or common area, which is not in accordance with the approved plans.
- (xxi) Not to change the frames of the windows;
- (xxii) Not to put up any construction in the Restricted Common Area/Foyer;
- (xxiii) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Condominium to the Promoter / the Condominium, as the case may be.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

- (xxiv) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxv) The Allottee has expressly agreed to take prior written consent from the Promoter, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written consent of the Promoter, then the promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- (xxvi) The Allottee shall not do or suffer to be done anything on the said Land or the Real Estate Project, which would be forbidden or prohibited by the rules of the concerned statutory authorities and/or the rules/policy formulated by the Promoter in this regard. In the event the Allottee commits any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to the concerned authorities in addition to any action taken by the Promoter/Owner in that behalf.
- (xxvii) The Allottee shall comply with and adhere to all the rules and regulations and policy as set out in a manual prepared by the Promoter in relation to maintenance, upkeep, use and enjoyment of the Real Estate Project including the said Land, the Whole Project Amenities and the said Premises and shall not have any objection/dispute in respect thereof.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until MAO Declaration.
20. The Owner shall not be liable and/or responsible for complying with the duties and obligations of a developer-promoter of the said Real Estate Project and/or any part or phase thereof under any circumstances whatsoever, save and except such obligations as are required to be complied with by the Owner. The Owner shall bear no responsibility or liability towards construction, completion of the said Project and handing over of possession of the respective premises therein within the stipulated timelines. The Owner shall not be liable to pay any interest, compensation, damages, penalty, etc. by whatever name called, to the Allottee on account of any breach not solely and directly attributable to the Owner.
21. **Promoter/Owner shall not mortgage or create a charge:**
After the Promoter/Owner executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is

DRAFT COPY (PHASE 1-REAL GEM STOCK)

made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recital G above, which will be subject to the no-objection received from the mortgagees therein.

22. Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter/Owner/KDPL does not create a binding obligation on the part of the Promoter/Owner/KDPL or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the payment plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for and completes registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter/Owner. If the Allottee(s) fails to execute and deliver to the Promoter and the Owner this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter and the Owner, then the Promoter and/or the Owner shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee towards

DRAFT COPY (PHASE 1-REAL GEM STOCK)

the Sale Consideration including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, excluding however any amounts paid towards VAT, GST, service tax and/or any other dues to the government or any government authority.

23. Nominee:

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

DRAFT COPY (PHASE 1-REAL GEM STOCK)

24. Entire Agreement:

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

25. Right to Amend:

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

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

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

27. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Real Estate Project or the Whole Project, as the case may be, the same shall be in proportion to the carpet area (as per RERA) of the said Premises to the total carpet area (as

DRAFT COPY (PHASE 1-REAL GEM STOCK)

per RERA) of all the other premises/units/areas/spaces in the Real Estate Project or the Whole Project, as the case may be.

28. Further Assurances:

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

29. Waiver:

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

30. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter, KDPL and the Owner through its authorized signatory at the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Promoter's office, or at some other place, which may be mutually agreed between the Promoter, KDPL, the Owner and the Allottee, in Mumbai City. After the Agreement is duly executed by the Allottee, the Owner, KDPL and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

31. The Allottee, the Owner, KDPL and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter, KDPL and the Owner and the Allottee will attend such office and admit execution thereof.
32. All notices to be served on the Allottee, the Owner, the Promoter and KDPL as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter or the Owner by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the Fourth Schedule hereunder written. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

33. Multiple Allottees:

That in case there are more Allottees than one, all communications shall be sent by the Promoter/ the Owner to the Allottee whose name appears first and at the address given by him/her/them/it which shall for all intents and purposes to consider as properly served on all the Allottees.

34. Stamp Duty and Registration Charges:

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

35. Dispute Resolution:

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

36. Governing Law:

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

37. Indemnity

The Allottee shall indemnify and keep indemnified the Promoter/Owner/KDPL and hold the Promoter/Owner/KDPL harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liabilities (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter/Owner/KDPL directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter/Owner/KDPL under this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his/her/their/its obligations under this Agreement; (c) damages to any property(ies) howsoever arising related to the use and/or occupation of the said Premises and/or the Larger Property and directly or indirectly as a result of the negligence, act and/or omission of the Allottee or his/her/their/its agents, servants, tenants, guests, invitees, contractors (including their sub-contractors) and/or any person or entity under his/her/their/its control; and (d) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

38. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include:-
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) any amendment, modification, re-enactment, substitution or

DRAFT COPY (PHASE 1-REAL GEM STOCK)

consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

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

(a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All those pieces or parcel of freehold/leasehold land or ground admeasuring 23,290.77 square meters and bearing Final Plot No. 1043 of TPS IV Mahim Division and lying, being and situate at Gokhale Road South Prabhadevi, Mumbai 400025.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

THE SECOND SCHEDULE ABOVE REFERRED TO:

Sr.No	(Phase I-Towers A & B)	Phase II-Tower C)
1.	Internal Roads & Footpaths	Internal Roads & Footpaths
2.	Water Supply	Water Supply
3.	Sewerage (Chamber, Lines, Septic Tank , STP)	Sewerage (Chamber, Lines, Septic Tank , STP)
4.	Storm Water Drains	Storm Water Drains
5.	Landscaping & Tree Planting	Landscaping & Tree Planting
6.	Street Lighting	Street Lighting
7.	Open Parking	Open Parking
8.	Community Buildings	Community Buildings
9.	Treatment And Disposal Of Sewage And Sullage Water	Treatment And Disposal Of Sewage And Sullage Water
10.	Energy management	Energy management
11.	Fire Protection And Fire Safety Requirements	Fire Protection And Fire Safety Requirements
12.	Welfare Centre	Welfare Centre
13.	Children Play Area	Children Play Area
14.	Electrical Meter Room, Sub-Station, Receiving Station	Electrical Meter Room, Sub-Station, Receiving Station
15.	Aggregate area of recreational Open Space	Aggregate area of recreational Open Space

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Sr.No	(Phase I-Towers A & B)	Phase II-Tower C)
16.	Society Office	Society Office
17.	Double Height Sports Court	Double Height Sports Court
18.	Sports and Recreation Activity Area	Sports and Recreation Activity Area
19.	Solid Waste Management And Disposal	Solid Waste Management And Disposal
20.	Water Conservation, Rain water Harvesting	Water Conservation, Rain water Harvesting
21.	Outdoor Swimming Pool	Outdoor Swimming Pool
22.	Indoor Lap Pool	Indoor Lap Pool
23.	Jacuzzi Steam and Sauna	Jacuzzi Steam and Sauna
24.	Massage Room	Massage Room
25.	Fitness Centre	Fitness Centre
26.	Society Amusement Area	Society Amusement Area
27.	Changing Rooms	

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Details of the internal fittings and fixtures in the said Premises)

Fittings/Fixtures	Particulars
Walls	Gypsum Plaster with matt luster paint finish
Doors	Main door shall be flush door with veneer finish. Internal doors shall be flush door with wood finish laminate. All hardware fitting will be Haffle/ Dorset or

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Fittings/Fixtures	Particulars
	Equivalent.
Windows	Double glazed performance windows/ thick Single glazed performance windows as per façade consultant's guidelines. Fixed glazing upto a safety height and sliding/ openable above. Toilet windows shall be openable single glazed windows with exhaust.
Flooring	Flooring in Living and Dining area shall have Imported Marble/large format Vitrified tiles. Flooring in bedrooms shall have Imported Marble/Vitrified tiles/ Laminated wooden flooring. Flooring in Kitchen shall have large size Vitrified tiles/ Imported marble. Flooring in Servant room shall be Vitrified tiles.
Toilets	Flooring shall be Imported Marble/ Vitrified tiles. Dado up to lintel level shall have Imported Marble/ Vitrified tiles. Sanitary fittings of Kohler/ Duravit/ American Standard/ Villeroy & Boch or Equivalent. Bathroom Fittings : Grohe/Kohler/Hansgrohe/American Standard

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Fittings/Fixtures	Particulars
Air Conditioning	VRV air-conditioning of premium brands like Toshiba/Hitachi/Daikin or Equivalent shall be provided.
Kitchen	Modular Kitchen by reputed brands like Poggenpohl/ Hacker/ Magppie/ Metrica/ Nobilia/ Nolte or Equivalent with Chimney, Hob and UV /RO Water purifier.
Electrification	Modular switches by Honeywell/ Legrand/ Schneider or Equivalent. 3-phase premium copper wiring with ELCB and MCB laid in concealed PVC conduits with adequate light and power points with provision for home automation.
Internet and Security	Cabling for Cable TV/ Satellite TV/ Internet shall be provided. Intercom and Video door phone system shall be provided.

DRAFT COPY (PHASE 1-REAL GEM STOCK)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning and Description</u>
1.	Place of Execution	
2.	Date of Execution	
3.	Name, address and email id of the Promoter	Name: Realgem Buildtech Private Limited Address: DB House, Yashodham, Gen. A.K.Vaidya Marg, Goregoan (East), Mumbai 400 063 Email ID: Name of Authorized Signatory: Date of Board Resolution and Power of Attorney:
4.	Name, address and email id of the Owner	Name: Bhishma Realty Ltd. Address: Sir Vithaldas Chambers, 6 th floor, 16, Mumbai Samachar Marg, Fort, Mumbai – 400 001. Email ID: Name of Authorized Signatory: Date of Board Resolution and Power of

DRAFT COPY (PHASE 1-REAL GEM STOCK)

		Attorney:
5.	Name, address and email id of KDPL	Name: Kingmaker Developers Private Limited Address: 702 Natraj, M. V. Road Junction, Off Western Express Highway, Andheri East, Mumbai, 400 069 Email ID:
6.	Name, address and email id of the Allottee	Name: _____ Address: _____ _____ _____ Email id: _____
7.	Details of HDFC No objection Certificate	
8.	Tower	A
9.	the said Premises	All that piece and parcel of the Flat/ Unit being No. _____ on _____ floor (as per the sales plan and currently depicted as the _____ floor on the

DRAFT COPY (PHASE 1-REAL GEM STOCK)

		sanctioned plan, which have been explained to the Allottee) admeasuring _____ square metres (equivalent to _____ square feet) carpet area (as per RERA) together with the right to use the Restricted Common Area/Foyer attached to the said Premises located in the said Tower A (Phase 1) in the project known as "Rustomjee Crown" to be constructed on the said Land.
10.	Parking Space	_____
11.	Sale Consideration	Rs. _____ /- (Rupees _____ Only)
12.	Possession Date	31 st December, 2021; subject to provisions of Clause 8 of this Agreement for Sale.
13.	the said Account	[_____] Project A/c. No. [_____] IFSC Code: [_____]
14.	Mortgagee Bank / Financial Institution	_____
15.	said Nominee	_____

DRAFT COPY (PHASE 1-REAL GEM STOCK)

16.	PAN	(A) Promoter: _____ (B) Owner: _____ (C) KDPL: _____ (D) Allottee: _____
-----	------------	-----------------------------------------------------------------------------------

THE FIFTH SCHEDULE ABOVE REFERRED TO

("schedule / manner of payment of Sale Consideration by the Allottee to the Promoter")

Housiey.com

Photo

Thumb

DRAFT COPY (PHASE 1-REAL GEM STOCK)

Impression

SIGNED AND DELIVERED)

By the within named **PROMOTER**)

REALGEM BUILDTECH)

PRIVATE LIMITED)

By hand of its Director/)

Authorized Signatory)

MR.) _____

in the presence of ...)

1.

2.

--	--

SIGNED AND DELIVERED)

By the within named **OWNER**)

BHISHMA REALTY LIMITED)

By hand of its Director/)

Authorized Signatory)

MR.) _____

in the presence of)

1.

2.

--	--

Housiey.com

DRAFT COPY (PHASE 1-REAL GEM STOCK)

SIGNED AND DELIVERED)

By the within named **ALLOTTEE/S**) _____

in the presence of)

1.

2.

SIGNED AND DELIVERED)

By the within named **KDPL**)

KINGMAKER DEVELOPERS)

PRIVATE LIMITED)

By hand of its Director/)

Authorized Signatory)

MR. _____) _____

in the presence of)

1.

2.

RECEIVED of and from the Flat/Unit)

Allottee/s /s above named the sum of)

Rs. _____)

(RUPEES _____)

_____)

DRAFT COPY (PHASE 1-REAL GEM STOCK)

as advance payment or deposit paid by)

The Allottee/s to the Promoter/Owner)

We say received

FOR REALGEM BUILDTECH

PRIVATE LIMITED/ BHISHMA

REALTY LIMITED

Director/Authorized Signatory

Housiey.com

Housiey.com