

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT (“the said Agreement”) made at Mumbai on this _____ day of _____ in the Christian Year _____.

BETWEEN

RUNWAL DEVELOPERS PRIVATE LIMITED (PAN NO. AAACR0395J)
a company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Runwal & Omkar Esquare, Opp. Sion-Chunabhatti Signal, Sion (East), Mumbai - 400 022 represented by its Authorized Signatory Mr. _____, authorized vide Board Resolution dated _____ hereinafter referred to as the “**PROMOTER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **ONE PART;**

AND

“**THE ALLOTTEE**” as mentioned in Second Schedule referred hereinbelow (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her heirs, executors administrators, successors and assignees) of the **OTHER PART**;

The Promoter and the Allottee shall hereinafter collectively be referred to as the ‘Parties’ and individually as the ‘Party’.

WHEREAS

- A. As per the Property Register Cards, land bearing C.S. Nos. 4 (part), 5 (part), 6 (part) & 7 (part) of Salt Pan Division, Sion, situated at Pratiksha Nagar, Shastri Nagar, “C” Division in F/North Ward, Mumbai City (“**Land**”) belongs to the Government of Maharashtra and the Government of Maharashtra is the owner of and/or otherwise well and sufficiently entitled to the Land. A copy of the Property Register cards of the Land is annexed and marked hereto as **Annexure “A”**.
- B. The Land was fully encroached by slum dwellers and the same is a ‘Censused Slum’ as defined under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (“**Slum Act**”) and therefore the aforesaid Land is eligible for implementation of the Slum Rehabilitation Scheme (“**Slum Rehab Scheme**”) as formulated under Section 3B of the Slum Act and in accordance with the DCR 1991.
- C. The slum dwellers/occupants of the tenements so existing on a portion of the Land (the Property, as defined hereinafter) came together with an intention of implementing the Slum Rehab Scheme and formed 3 (three) proposed SRA Societies namely (a) Shree Sai Darshan Co-operative Housing Society Limited (Proposed) (“**Sai Darshan Society**”); (b) Siddhivinayak Co-operative Housing Society Limited (Proposed) (“**Siddhivinayak Society**”); and (c) Ekta Chawl Committee SRA Co-operative Housing Society (Proposed) (“**Ekta Society**”) under the provisions of the Maharashtra Co-operative Societies Act, 1960 comprising in aggregate 285 (Two Hundred and Eighty Five) number of slum dwellers. Sai Darshan Society, Siddhivinayak Society and Ekta Society are hereinafter collectively referred to as the “**Societies**”.
- D. On April 6, 2008, the members of Sai Darshan Society and Siddhivinayak Society in their respective Special General Body Meeting *inter alia*

resolved to appoint EHSPL (the Developer hereinafter defined) to implement the Slum Rehab Scheme on the portions of the Property (defined below) occupied by them.

- E. By and under 2 (two) Development Agreements both dated April 8, 2008 together with the Irrevocable Power of Attorneys of even date, Sai Darshan Society and Siddhivinayak Society granted development rights in respect of the portion of the Property occupied by them in favour of **Easy Home Solutions Private Limited** (“EHSPL”).
- F. Thereafter, pursuant to an application made under the Slum Rehab Scheme and after perusing all the relevant documents and verifying the eligibility of the slum dwellers, the Slum Rehabilitation Authority (“SRA”) *vide* its Letter of Intent No. SRA/ENG/2148/FN/MHL/LOI dated March 3, 2011 read with revised Letter of Intent No. SRA/ENG/2148/FN/MHL/LOI dated July 12, 2012 approved the Slum Rehab Scheme to be undertaken by EHSPL on the portions of the Property occupied by Sai Darshan Society and Siddhivinayak Society admeasuring in aggregate 9,379.14 square meters (Nine Thousand Three Hundred and Seventy Nine point One Four) under the *aegis* of Regulation 33(10) of the DCR 1991 read with the Slum Act on the terms and conditions as contained therein.
- G. On December 7, 2017, the members of Ekta Society in its Special General Body Meeting *inter alia* resolved to appoint, authorise and entrust Neminath Heights Private Limited (“NHPL”) as a developer to undertake the redevelopment of the portion of the Property (“Ekta Portion”) occupied by the members of Ekta Society.
- H. Accordingly, by and under a Development Agreement dated December 18, 2017 together with the Irrevocable Power of Attorney of even date, Ekta Society authorized, appointed and entrusted NHPL to implement the Slum Rehab Scheme on a portion of the Property occupied by its members.
- I. Thereafter, by and under a Share Purchase Agreement dated November 29, 2017, EHSPL and Mr. Rajan acquired 100% shareholding of NHPL, from its shareholders viz. namely, Mr. Jitendra Dewoolkar and Mr. Vikas Kerkar on the terms and conditions more particularly contained therein.
- J. NHPL became a subsidiary of EHSPL and EHSPL submitted a consolidated and amalgamated SRA Scheme for all the Societies.

- K. Thereafter, pursuant to the application made in that regard and after perusing all the relevant documents and checking the eligibility of the slum dwellers, the SRA revised the Letter of Intent and *vide* it's (a) Revised Letter of Intent No. SRA/ENG/2148/FN/STGL/LOI dated February 28, 2019 approved the Slum Rehab Scheme to be undertaken by EHSPL on the Property occupied by the Societies admeasuring in aggregate 11,729.97 square meter (Eleven Thousand Seven Hundred and Twenty Nine point Nine Seven) including non-slum portion admeasuring 390 square meters (Three Hundred and Ninety); and (b) Revised Letter of Intent No. SRA/ENG/2148/FN/STGL/LOI dated August 28, 2020 approved the Slum Rehab Scheme to be undertaken by EHSPL on the Property occupied by the Societies admeasuring in aggregate 11,730.11 square meters (Eleven Thousand Seven Hundred and Thirty point Eleven) along with non-slum plot admeasuring 390 square meters (Three Hundred and Ninety) (together referred to as the said "**Property**") as more particularly described in the "**First Schedule**" hereunder written, under the aegis of Regulation 33(10) of the DCPR 2034 read with the Slum Act on the terms and conditions as contained therein.
- L. The Revised Letter of Intent No. SRA/ENG/2148/FN/STGL/LOI dated February 28, 2019 and Revised Letter of Intent No. SRA/ENG/2148/FN/STGL/LOI dated August 28, 2020 are hereinafter collectively referred to as the "**LOI**". The copies of the LOI are annexed hereto as **Annexure "B"**.
- M. The Slum Rehabilitation Authority (SRA) has sanctioned/ approved the building plans and has issued the Intimation of Approval ("**IOA**") vide No. SRA/ENG/2861/FN/MHL/AP dated 17th May 2016 and Revised IOA dated 16th October 2020 and have also issued a Commencement Certificate ("**CC**") vide No. SRA/ENG/2861/ FN/MHL/AP dated 25th April 2017; copies whereof are hereto annexed and marked **Annexure "C" and "D"** respectively.
- N. Pursuant to the submission of the proposal, Annexure II was issued in prescribed format for implementation of Slum Rehab Scheme.
- O. EHSPL has entered in to tripartite agreement with the members of the Societies in connection to providing of permanent alternate accommodation and also compensation *in-lieu* of temporary alternate

accommodation.

- P. Under the LOI, certain built-up area has been sanctioned for the Property which *inter alia* comprises of the right of the EHSPL (a) to construct and develop rehabilitation component (“**Rehab Component**”) and (b) to construct and develop free sale component (“**Free Sale Component**”).
- Q. As per the plans and designs contemplated by EHSPL, EHSPL intends to develop the Rehab Component by constructing 2 (two) buildings (“**Rehab Building**”) on a portion of the Property (“**Rehab Plot**”). The units/flats in the Rehab Building shall be used for rehabilitating the eligible members of the Societies and project affected persons (as per the LOI).
- R. EHSPL proposes to develop the Free Sale Component by constructing 1 (one) or more buildings (“**Sale Building**”) on the portion of the Property (“**Free Sale Plot**”). The units/flats in the Sale Building/s shall be available for sale in the open market. The Copy of **Proposed Layout Plan and Sale Building Proposed Plan** is annexed hereto and marked as **Annexure “E”**.
- S. Pursuant to the necessary approvals, so obtained, EHSPL has commenced construction of the Rehab Building on the Rehab Plot.
- T. The development of the said Project/Building as defined hereinbelow proposed by EHSPL, has been registered as a ‘real estate project’ earlier known as “FREEWAY37” (now known as “Runwal Timeless” as defined below, with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of **Registration No. P51900005685** dated 11/08/2017 for the Project, and a copy of the revised RERA Certificate is annexed and marked as **Annexure “F”** hereto.
- U. As per the mutually agreed between the EHSPL and the Promoter herein, EHSPL applied to RERA Authority for its proposal to transfer the Project **No. P51900005685** in favour of Runwal Developers Private Limited, the Promoter herein. By its Order dated 6th January 2021, RERA Authority

approved the proposal of the EHSPL. As per the said Order the Project has been transferred in favour of the Promoter on RERA Website as per the provisions of RERA Act, rules and regulation made thereunder.

V. By and under a Joint Development Agreement dated 16th March 2021 (hereinafter referred to as “**the said JDA**”) entered into between the EHSPL, as the Developer therein of the first part, Runwal Developers Pvt. Ltd., as the Joint Developer of the Second Part (the Promoter herein) and NHPL, as the Confirming Part of the third Part and registered with the Sub-Registrar of Assurances at Mumbai-1 under Serial No. BBE1-2401/2021 dated 16th March 2021, EHSPL with confirmation of NHPL has granted the irrevocable development rights in respect of the Free Sale Component in favour of the Promoter, for the purposes of constructing and developing the Project by consuming the Free Sale FSI, fungible FSI, premium FSI and any additional / future FSI that may be permitted to be utilised from time to time together with the irrevocable right to carry out the development and construction related activities incidental thereto for a consideration and on the terms and conditions therein contained.

W. EHSPL granted joint development rights in respect of the Free Sale Component to the Promoter for the consideration and on the terms and conditions contained therein inter alia including the following:

- i. The Promoter shall at its own cost commence construct and complete the construction/development the said Project on the Free Sale Plot.
- ii. The Promoter prepare the plans and designs of the said Project and/or amend/revise the same and get it approved/revised through EHSPL.
- iii. The Promoter shall take all decisions in respect of the Project including its planning, implementation and execution of all times till the completion of the Project.
- iv. EHSPL has obtained the No Objection from 2/3rd of existing allottees for the purpose of appointment of the Promoter as the Joint Developer for construction of the Project, amendment in layout and extension of the timelines for construction of the Project.
- v. EHSPL and the Promoter have an area share arrangement as per the terms of the Joint Development Agreement according to which total

flats of the Project have been earmarked for the Promoter and EHSPL separately.

- vi. EHSPL has entered into permanent alternate accommodation agreements with the slum dwellers/occupants of the Rehab Plot and has rehabilitated and/or made provisions for the rehabilitation of the slum dwellers/occupants on the Rehab Plot at its own costs;
 - vii. The Promoter alone shall be entitled to enter into Agreement(s) for sale and such other documents and writings in their name including execution and registration of the same with its prospective purchasers in respect of Joint Developer's Premises as defined in the said JDA.
- X. By and under an Irrevocable Power of Attorney dated 16th March 2021 in favour of Promoter (acting through its Director/Authorized Signatory Mr. Sanjay Daga) and registered with the Sub-Registrar of Assurances, Mumbai -1 under Serial No.BBE1-2402-2021 on 16th March 2021, EHSPL inter alia granted several powers and authorities to Promoter in pursuance of the JDA for the development and construction of the Free Sale Component on the Property.
- Y. As on date the said Property has been mortgaged to the Bank/Financial Institution as mentioned in the Second Schedule hereinbelow. The Purchaser consents that Promoter reserves right to create mortgages/encumbrances as required from time to time, save and except the right of the Purchaser to the said Flat/Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law.
- Z. Save and except as provided herein, the title of the said Property is clear, marketable and free from all encumbrances and Certificate of Title dated 19th March 2021 has been issued by DSK Legal, Advocates & Solicitors. A copy of the said Certificate of Title dated 19th March 2021 is annexed and marked as **Annexure "G"** hereto.
- AA. Further, the Allottee consents and acknowledges that as per the plans sanctioned /approved by the SRA by and under the IOA and the CC, the Promoter is constructing/developing Sale Building comprising of a multistoried building with 3 (three) wings now known as **"RUNWAL TIMELESS"** more particularly described in Third Schedule hereinafter written along with the Common Areas and Facilities, amenities,

landscaping, infrastructure, etc. on the Free Sale Plot by utilising the Free Sale FSI, Fungible FSI, Premium FSI and any additional / future FSI that may be permitted to be utilized from time to time in accordance with the term of JDA (hereinbefore and hereinafter referred to as “**the said Project/Building**”).

BB. The Promoter may develop the common areas and amenities on the Free Sale Plot which may be utilised by the Allottee along with the other allottees of the said Project, more particularly listed in the Forth Schedule hereunder written (“**Project Common Areas and Amenities**”).

CC. The Promoter has appointed renowned Architect and Structural Engineer for the preparation of the structural designs and drawings of the said Building, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Promoter accepts professional supervision of the architect and the structural engineer till the completion of the said Building.

DD. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and/or other consultants. The Allottee has agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Allottee has, prior to the date hereof, demanded from the Promoter and the Promoter has given full, free and complete inspection to the Allottee of all the documents of title relating to the said Property, the said plans, layout, designs and specifications prepared by the Promoter’s Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”) and **RERA** (herein collectively referred to as the “**said Acts**”) and the Rules made there under. The Allottee has/ have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself/ herself/ themselves as regards the title of the Promoter to the said Property. The Allottee hereby accepts the title of the Promoter in respect of the said Property.

EE. The Promoter has entered and is entering and/ or will enter into separate agreements with several prospective buyers/ persons/ Allottee and parties

in respect of the sale of flats, units, offices, shops, retail spaces and other usage/ premises in the said Building to be constructed by the Promoter.

FF. The Allottee has/ have applied to the Promoter for allotment to the Allottee and Promoter has agreed to allot to the Allottee on ownership basis a flat/premises the details of which are more particularly described **Second Schedule** hereunder written and shown by red colour outline on the plan annexed hereto as **Annexure “H”** (hereinafter referred to as the “**said Premises**”), together with the covered (i.e.. stilt / basement/ podium/ mechanically operated/stack) car parking space OR together with the right to use the open car parking space which forms a part of the common areas of the said Building.

GG. The Promoter alone shall have the sole and exclusive right to sell, lease, transfer etc. the flats and premises in the said Building to be constructed by the Promoter and to enter into agreement/s with the Allottee and to receive the sale consideration in respect thereof. The Allottee further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said Project/Building and for such other purposes as may be agreed upon between the Promoter and the said agency.

HH. After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the Promoter, the Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell and transfer to the Allottee/s on ownership basis the said Premises along with the right to use in common the open areas attached to the said Premises as well as the proportionate common areas, amenities and facilities in the said Building on the terms and conditions hereinafter appearing.

II. The total consideration of the said Premises includes sale consideration for the said Flat which is calculated on the basis of the carpet area and other charges and deposits as detailed in the **Sixth Schedule** hereunder written (hereinafter referred to as the “total consideration”). The payment terms thereof are detailed in **Sixth Schedule** hereunder written and wherein the Allottee has/ have agreed to pay to the Promoter balance of the sale consideration and other charges and deposits in the manner hereinafter appearing.

JJ. The Promoter is required to execute a written agreement for sale of said Premises with the Allottee under the said Acts being in fact these presents and also register the said Agreement under the Registration Act.

KK. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

LL. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Copies of Property Card
Annexure "B"	Copies of Letter of Intent dated 28/02/2019 & 28/08/2020
Annexure "C"	Copy of Intimation of Approval dated 17/5/2016 & Revised IOA dated 16/10/2020
Annexure "D"	Copy of Commencement Certificate
Annexure "E"	Copies of Proposed Layout Plan & Sale Building Proposed Plan
Annexure "F"	Copy of Project Registration Certificate issued by RERA
Annexure "G"	Copy of Title Report
Annexure "H"	Typical Plan of the said Premises

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 Project comprising 1 (one) residential building comprising 3 (three) wings in all each consisting of such floors as described in the Third Schedule hereunder written, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the SRA/MCGM from time to time.
3. The Project Common Areas and Amenities in the Project that may be usable by the Allottee are listed in the Fourth Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be

provided by the Promoter are listed in the Fifth **Schedule** hereunder written.

PROVIDED THAT the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated in any of the disclosures already made herein.

4. **Purchase of the Premises and Sale Consideration:**

(i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises more particularly described in the **Second Schedule** hereunder written for the Sale Consideration (as more particularly mentioned in the Second Schedule hereunder written). The said Premises are marked in Red colour hatched lines on the floor plan annexed and marked as **Annexure "H"** hereto.

(ii) The Promoter shall allot to the Allottee parking space/s being constructed on the basement/podium/stilt as an amenity attached to the said Premises and more particularly mentioned in the **Second 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 the Parking Space will be finalized by the Promoter only upon completion of the Project in all respects.

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

(iv) The Allottee agrees to pay the Sale Consideration in instalments as set out in Sixth Schedule hereto, along with applicable taxes, within

15 (Fifteen) days from the date of written demand made by the Promoter, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

(v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the Sixth Schedule hereunder written ("**the said Account**"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account more particularly mentioned in the Sixth Schedule hereunder written ("**the RERA Account**").

(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory

authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, (to the extent absorbed by it), the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

(vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable to the subsequent payments.

(viii) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall

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

- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said building is complete and the Occupation Certificate is granted by the MCGM or such other competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent) as mentioned in Second Schedule hereunder written. The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction would be more than the defined limit of 3% (three per cent), then the Promoter shall refund the excess money paid by Allottee for the reduction in area above and beyond 3%, within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3% (three per cent), then the Promoter shall demand additional amount for the area above and beyond the 3% from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.
- (x) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.

(xi) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover, and the Allottee shall be liable pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(xii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Sixth Schedule herein below (which will not absolve Allottee of its responsibilities under this Agreement).

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

5. 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 SRA/MCGM or any other local authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from

the SRA/MCGM, the Occupation Certificate in respect of the said Premises.

6. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
7. The Promoter has notified and the Allottee is aware that the Project Common Areas and Amenities to be provided in the Project are being developed in a phase-wise manner and are to be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the Project subject to Force Majeure events. It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately.
8. **FSI, TDR and development potential with respect to the said Project on the Free Sale Plot:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential) in the manner more provided herein 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. It is clarified that the Promoter will be entitled to utilise the FSI emanating from the said Property (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the Property as it deems fit and proper and the Allottee shall not demand sub-division of the Property in any manner whatsoever.

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

- (i) The Promoter will endeavour to offer possession of the said Premises to the Allottee on or before _____ which is subject to a grace period of 12 months. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises if the completion of the Project is delayed on account of any or all of the following factors: -
- (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (c) Any stay order/injunction order issued by any Court of Law, Competent Authority, MCGM, statutory authority;
 - (d) Any epidemic or pandemic and/or any order issued by any competent authority pursuant to any epidemic or pandemic;
 - (e) Any other circumstances that may be deemed reasonable by the Competent Authority, MCGM and/or statutory authority.
 - (f) the Promoter has complied with all its obligations and terms and conditions but there is delay or refusal to issue any of approvals, including occupation certificate/s, as may be required in respect of the Project to be issued by any Governmental Authority.
- (ii) In the event of occurrence of any of the above, then the possession date as mentioned clause 8 (i) above shall stand extended for the period that the force majeure event continues and/or has continued and an additional period of 30 days for remobilization in which case the possession date shall automatically stand revised to and substituted by the revised Possession Date as communicated by the Promoter.
- (iii) The Project completion date declared by the Promoter in the RERA Registration Certificate is 30/09/2026 or any such date as may be

extended by RERA and for any/all claims/legal purposes, the RERA Project Completion Date above shall be considered.

(iv) If the Promoter fails to offer possession of the said Premises to the Allottee on the Project Completion date as declared under RERA, then the Allottee shall be entitled to either of the following options:-

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon, for every month of delay from the expiry of the Extended Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee;

OR

(b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of such Termination Notice by the Promoter, to formally cancel this Agreement for Sale, the Allottee shall execute and register a Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque dated 30 (thirty) days from the date of execution of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no

claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park in any manner whatsoever and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper. In such event, the Allottee will be entitled to refund only of the amounts paid by him/her to the Promoter excluding the interest due and payable by the Allottee for the delayed payment taxes and the stamp duty, registration charges, registration expenses, brokerage and other loss and cost incurred by the Promoter.

- (v) In case the Allottee elects its remedy under sub-clause (iv) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (iv) (b) above and shall be deemed to be continuing in the Project with the date of Project Completion Date as may be revised, without claiming any further compensation or damages in that regard from the Promoter.
- (vi) Subject to the right of the Promoter to terminate this Agreement, if the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable, till the date such amounts are fully and finally paid together with the interest thereon.
- (vii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate, as mentioned in Clause 8 (iv) (a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If

the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. It is agreed that on such termination and cancellation, the Allottee shall execute and register a Deed of Cancellation in respect of the said Premises in the manner as stated in this sub-clause, and the Promoter shall be entitled to forfeit 10% of the Sale Consideration which shall be over and above all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, brokerage/referral fees, taxes paid/payable and administrative charges as determined by the Promoter ("**Forfeiture Amount**") as and by way of agreed pre-estimated liquidated damages. which are not in the nature of penalty. In the event that the sale consideration paid till the date of termination is less than 10% of the sale consideration, the Promoter shall be entitled to retain the entire sale consideration paid till the date of termination as agreed pre-estimated liquidated damages. The said liquidated damages shall not be treated as consideration received for any independent activity or transactions. The said amount shall be in the nature of pre-estimated liquidated damages to make good the loss and damage incurred by the Promoter on account of termination of this Agreement and not as a penalty. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises and further upon resale of the said Premises to another allottee, whichever is later, the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. In the event the Allottee has availed of financial assistance from any Bank or Financial Institute for the purchase of the said Premises, then the Promoter shall deposit the refund amount directly with such Bank/ Financial Institution and the Allottee shall seek refund of dues, if any, from such Bank/Financial Institution. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car park/s in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said Premises as

mentioned above, then without prejudice to its rights under the law the Promoter shall be entitled to retain the refund amount and the Allottee shall not be entitled to claim any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any.

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

10. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate including part occupation certificate/s from the SRA/MCGM or such other competent authority and upon payment by the Allottee of the entire Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (“**Possession Notice**”). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate/part occupancy certificate as the case may be of the Project, provided the Allottee has made payment of the entire Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice after making payment of the entire Sale Consideration and other charges and deposits payable in terms of the Agreement. If the Allottee fails to take possession of the Flat, then the Allottee shall bear and pay to the Promoter separate/ independent pre-estimated and fixed charges calculated at the rate of Rs.10/- per square feet Carpet Area (RERA) of the said Flat, per month (Holding Charges).

(iii) Upon receiving the Possession Notice from the Promoter as per Clause 10 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 10(ii) above, the Allottee shall from the date of expiry of the said period be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Project and the Free Sale Plot including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project and/or the said Free Sale Plot. Until the Society is formed and the handing over the administration and management of the affairs to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings as per Seventh Schedule subject to actual cost at the time of handover of possession. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until handing over the administration and management of the affairs to the Society. On such handing over, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

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 Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable and shall not entitle the Allottee to call upon and/or claim from the Promoter to make good the same/any compensation for the same. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items and or their working, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void. It is agreed and acknowledged that beyond the

manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society and/or the Federation as the case may be at its/their own costs and expenses.

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

12. **CAR PARKING**

(i) The Allottee is/ are aware that as a part of the Building/Project the Promoter is constructing basement and ground floor which consists of several/covered/ stilt/basement/podium/ mechanically operated/ stack car parking spaces to be used by the Allottees of the residential flats in the Building/ Project.

(ii) The Allottee is/ are aware that the open car parking spaces (if allotted) are part of the said Building common amenity which shall be owned by the Society /Federation and the Allottee's right to use such open car parking spaces shall be subject to the rules and regulations, as and when framed in respect of the said Building/Project.

(iii) The Allottee is/ are aware that the Promoter shall be allocating other car parking space/s like covered/stilt/podium etc. to several allottees of the residential flats in the Project and the Allottee undertakes not to raise any objection in that regard and the rights of Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby accords his/her/their irrevocable and unconditional consent to the Promoter to sell/allocate the other car parking spaces to the allottees of the respective residential flats in the Project. The Allottee hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of parking of car only and not otherwise. The Allottee hereby further warrants and confirms that the Allottee shall not dispute such allotment and/or cause the Society/Federation to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of

the residential flats in the Project Building/ Project. The allocation is for smooth functioning and to avoid disputes between Allottees.

13. **Formation of the Society/Societies:**

- (i) The Promoter may in its discretion form separate societies for each wing or building forming part of the Project to be constructed on the Free Sale Plot.
- (ii) In accordance with the provisions of RERA and RERA Rules the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society or an association to comprise solely of the Allottee and other allottees of units/premises in that wing/building in the Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder.
- (iii) The Allottee shall, along with other allottees of premises/units in the wing/building, join in forming and registering a co-operative housing society or an association under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder, and in accordance with the provisions of the RERA and RERA Rules, in respect of the wing/building in which the allottees of the respective premises in the wing/building alone shall be joined as members (“**the Society**”).
- (iv) For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- (v) The name of the Society shall be solely decided by the Promoter.
- (vi) The Society shall admit all purchasers of flats and premises in the wing/building as members, irrespective of such purchasers purchasing their respective units from the Promoter subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- (vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the wing/building, if any. Post execution of the Society Conveyance (as defined hereinafter) / lease, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. It is expressly agreed that the Promoter shall not be liable or required to bear and/or pay any amount in respect of the unsold flats by way of contribution, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Federation including the sale / allotment or transfer of the unsold areas in the said wing/ building/ the Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month towards outgoing in respect of each unsold premises towards the outgoings. The Society shall not be entitled to make any claims in respect of any unpaid maintenance charges and/or interest thereon for such unsold flats.
- (viii) Upon receipt of the part/full occupation certificate as the case may be with respect to the wing/building of the said Project and after the Project is handed over to the Society, the Society shall be responsible for the operation and management and/or supervision of the wing/building and its common areas, amenities and facilities, and the Allottee shall extend necessary

co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the occupation certificate of the wing/building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.

- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

14. **Conveyance to the Society:**

- (i) Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said wing/building and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said wing/building, whichever is later or latest, the Promoter may at its discretion transfer to the respective society/the society all the right, title and interest of the Promoter in the structure of said Building/wings as the case may AND/OR , EHSPL shall on being called upon by the Promoter apply to the competent Authority to cause transfer/lease of undivided share in the Free Sale Plot to the respective Society/the Society as the case may be in accordance with the applicable law from time to time the said wing/building comprising the habitable floors and common areas and amenities on these habitable floors together with the FSI/development potential consumed in construction thereof, by executing a registered indenture of conveyance/lease (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses,

charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for payment of property taxes and the operation and management and/or supervision of the said wing/building including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

- (ii) The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project arises from the Land and or Free Sale Plot and the Allottee shall neither raise any claim or demand in respect thereof nor seek sub-division of the Land in any manner whatsoever.

It is clarified that the Project Common Areas and Amenities will be conveyed/ handed over to the Federation.

15. Formation of the Federation:

- (i) Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last wing/building in the Project, the Promoter may at its discretion and in accordance with the law initiate the process for applying to the competent authorities to form a federation of societies forming part of the Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules (“**Federation**”).
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or the

Federation, as the case may be and its members/intended members, and the Promoter shall not be liable toward the same.

- (iii) Till the formation of the Federation, the Promoter shall undertake the maintenance and management of Project Common Areas and Amenities more particularly specified in the Fourth Schedule hereunder written (excluding those handed over to the Society under their respective Society Conveyance). Post the formation of the Federation, the Federation shall be responsible for the operation and management and/or supervision of the Free Sale Plot, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

16. Transfer of the Free Sale Plot to the Federation:

- (i) Within a period of 3 (three) months of registration of the Federation, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Project, whichever is later or latest, EHSPL shall on being called upon to do so by the Promoter shall apply to the Competent Authority to cause the transfer/lease/assignment by executing and registering the deed of transfer or deed of assignment of the undivided right, title and interest in the Free Sale Plot and in all areas, spaces, common areas, facilities and amenities in the Free Sale Plot that are not already conveyed/assigned to the respective Society in favour of the Federation (“**Federation Transfer**”). It is clarified that the balance portion of the Free Sale Plot after handing over the stipulated percentage if any, to the MCGM or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and transferred /lease/assigned to the Federation.
- (ii) The Allottee and/or the Society and/or the Federation shall not raise any objection or dispute if the area of the Project shall be at variance with or may be less than the area contemplated and

referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Project or for any other reason of the like nature.

(iii) The Federation and all its member societies shall be required to join in execution and registration of the Federation Transfer. The costs, expenses, charges, levies and taxes on the Federation Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Federation alone.

17. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause 8 above, pay to the Promoter such additional amounts towards charges and deposits, as specified in the Seventh Schedule hereunder written.

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

19. The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Free Sale Plot which shall be maintained and paid for in the manner set out hereinabove.

20. **Loan and Mortgage:**

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

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

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and

Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Free Sale Plot and also has actual, physical and legal possession of the Free Sale Plot for the implementation of the Project, subject to the terms and conditions of the Joint Development Agreement mentioned above, the litigations and the mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Project except those disclosed in this Agreement and the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- (iv) There are no litigations pending before any Court of law with respect to the Project except those as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby

the right, title and interest of the Allottee created herein, may be prejudicially affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure of the building, together with common areas so long as they shall be forming part of the said Building;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, LUC tax and other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities only till the date of Possession Notice plus a period of 15 days as more particularly described in Clause 10 hereinabove after which Allottee only shall be liable to bear and pay proportionately such rates taxes, charges etc. alongwith other allottees;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

22. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project and the Free Sale Plot or any part

thereof including any common areas facilities and amenities on such terms and conditions as it may deem fit.

23. The Promoter shall be entitled to designate any spaces/areas on the Free Sale Plot or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication). Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Project/ on the Free Sale Plot, as the case may be. The Promoter and its workmen/agents/ contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Free Sale Plot.
24. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Free Sale Plot at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
25. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the Free Sale Plot to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the Free Sale Plot, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of Free Sale Plot (both inherent and further/future) as provided herein, would require the Promoter to amend, modify, vary, alter, change,

substitute and rescind the plans in respect of the Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/alterd/new construction and development in accordance therewith.

26. 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 Free Sale Plot, 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.

27. 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 tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building 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 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 Project in which the said Premises is situated and in case any damage is caused to the Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

(v) Not to enclose the balcony area or flowerbed inside the said Premises without the prior express written permission of the Promoter.

- (vi) The Allottee is aware that the balcony of the said Premises has a glass railing from the outside. The Allottee will not damage the glass of the balcony and ensure safety measures in case of any damage to the same without causing any risk to the residents and damage to any part of the Building and promptly get it repaired and reinstated at his/her/their own cost.
- (vii) Not to carry out any illegal activity from the said Premises, which is against the interest of the Organization/ other Allottees in the Building.
- (viii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Free Sale Plot and/or the Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (ix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Plot and/or the Project in which the said Premises is situated.
- (x) To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.
- (xi) To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (xii) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (xiii) Not to use or access the open and green spaces falling outside the said Property and Project;

(xiv) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promote.

(xv) Not to change the external colour scheme or the pattern of the colour of the Project Building;

(xvi) Not to change exterior elevation or the outlay of the Building;

(xvii) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Allottee carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall lapse and the Allottee is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.

(xviii) The Allottee shall not seek any sub-division of the Property;

(xix) During the execution of interior works, the Allottee shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter then such contractor/ workmen/

agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;

- (xx) The Allottee shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- (xxi) The refuge area to be provided in the Project shall form a part of the common area and facilities in the Project and no individual allottee shall claim any right to occupy the same in any manner whatsoever and shall not raise any dispute against the Promoter for the same.
- (xxii) The Allottee shall observe and perform all the rules and regulations which the Society and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Federation regarding the occupancy and use of the said Premises in the 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.
- (xxiii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the 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.

(xxiv) The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Promoter Termination Notice.

(xxv) All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of SRA/MCGM and the concerned bodies/authorities in respect of the Property and/or Free Sale Plot and its development, shall be binding upon the Allottee/s and Society including the Federation as may be formed of the purchaser/s of flat/ premises.

(xxvi) The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or Free Sale Plot, as the case may be, which the Promoter will upload from time to time.

(xxvii) Till the entire development of the Free Sale Plot is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the 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 Project and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof.

(xxviii) 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 Free Sale Plot.

(xxix) The Allottees are aware and confirm that the Project Common Areas and Amenities shall be usable by the allottees of the Project in accordance with the prevailing rules and regulations.

(xxx) 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 to take possession subject to payment of entire consideration amount and all other charges & taxes.

(xxxi) Till the Federation Transfer is executed in favour of the Federation, 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 Free Sale Plot, the building/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xxxii) Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the

exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

- (xxxiii) Promoter shall have all rights for end use of treated sewage water of the available quantity at specified quality for any deemed necessary application or use purposes in the said Project. Surplus secondary treated water meeting quality level as per relevant prevalent norms of concerned statutory authority (ies) shall be utilised at the Promoter's discretion which may be utilized in the said Project for gardening and other purposes and/or in the adjacent residential and other projects and/or discharged into water /drainage bodies. Promoter shall have the right to refuse, determine and decide drawl of treated sewage in any case and under all circumstances and the Allottee undertake not to raise any dispute for the same.
- (xxxiv) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- (xxxv) The Allottee has expressly agreed to take prior written consent from the Promoter or the Society, as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/alteration/ modification without the written consent of the Promoter or the Society then the Promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- (xxxvi) The Allottee agrees and covenants that the name of the Project shall at all times be "**Runwal Timeless**" and shall not be changed without the prior written permission of the Promoter.
- (xxxvii) The Allottee agrees and covenants that the Project Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. shall be an integral part of the layout of the development Project and the Free Sale Plot and neither the

Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

(xxxviii) The Allottee agrees and covenants that the entry and exit points and access to the Project and the Free Sale Plot shall be common to all allottees, users and occupants in the Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottees, users and/or occupants in the Project and/or any part thereof.

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

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

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

- (xlii) The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.
- (xliii) The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.
- (xliv) The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.
28. 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 Project or the said Property and/or any buildings/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and Property will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Federation Transfer, as the case may be.

29. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. The Promoter shall however have a right to raise finances on the Project/Free Sale Plot and other areas excluding the said Premises. The details of such mortgages shall be disclosed in accordance with the provisions of RERA.

30. **Nominee:**

(i) The Allottee hereby nominates _____
_____ (“said Nominee”) as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

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

31. **Entire Agreement:**

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences,

arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

32. **Right to Amend:**

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

33. **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.

34. **Severability:**

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

35. **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 Project, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/ units/ areas/spaces in the Project as the case may be.

36. **Further Assurances:**

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

instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

37. **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.

38. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

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

40. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses.

FOR ALLOTTEE

Details are more particularly described in the Second Schedule hereunder written.

FOR PROMOTER:

RUNWAL DEVELOPERS PRIVATE LIMITED

Through its Director/Authorized Signatory

Notified Email ID timelesscustomercare@runwal.com

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

41. **Joint Allottees:**

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

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

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

43. **Dispute Resolution:**

If any disputes, differences or claims arise between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement

anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the parties may agree to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

44. **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 and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

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

46. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter as set out in title clause and Allottee are set out in Second Schedule hereunder written.

47. **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 consolidation thereof (whether before, on or after the date of

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

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
 - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity); and
 - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents and the duplicate hereof, the day and year first hereinabove mentioned.

FIRST SCHEDULE REFERRED TO HEREINABOVE

(Description of the Property)

All that piece and parcel of land admeasuring 11,730.11 square meters along with non-slum plot admeasuring 390 aggregating to 12,120.11square metres, bearing C.S Nos. 4 (Part), 5 (Part), 6 (Part) and 7 (Part) of the Salt Pan Division, Sion situated at Pratiksha Nagar, Shastri Nagar, "C" Division, F/N Ward, Mumbai and bounded as follows:-

On or towards East	by Pratiksha Nagar Depot Road;
On or towards West	by Shastri Nagar B Division;
On or towards North	by MHADA Buildings; and
On or towards South	by Monorail.

Housiey.com

SECOND SCHEDULE REFERRED TO HEREINABOVE

(Description of the Flat/Purchaser/s)

Housiey.com

THIRD SCHEDULE REFERRED TO HEREINABOVE

(Description of the Sale Building)

One Building with 3 Wings comprising of

1. 4 Basements
2. Ground floor Plus 36 upper habitable floors

Housiey.com

FOURTH SCHEDULE REFERRED TO HEREINABOVE

(Project Common Areas and Amenities)

External Amenities:

- Banquet Hall
- Gymnasium
- Games room (Multipurpose Room)
- Lounge area
- Children play area
- Rainwater harvesting
- Multilevel parking
- Swimming pool with pool deck Elevators
- Elegantly designed entrance lobby
- Elevators

FIFTH SCHEDULE REFERRED TO HEREINABOVE

(Flat Amenities)

Internal Amenities:

- Vitrified flooring in all rooms
- Anti skid Tiles of reputed make (Toilet flooring & Glazed tiles for Dado)
- Designer Sanitary Ware & CP Fittings (Toilet)
- Granite platform & Stainless -steel Sink (Kitchen)
- Aluminum Sliding Windows
- Video Door Phone with Intercom Facility

SIXTH SCHEDULE REFERRED TO HEREINABOVE
(Payment Schedule)

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SEVENTH SCHEDULE REFERRED TO HEREINABOVE
(Other Charges and Deposits)

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SIGNED AND DELIVERED)
by the withinnamed **PROMOTER**)
RUNWAL DEVELOPERS PVT. LTD.)
by the hands of its Director/Authorized Signatory)
Mr. _____)
in the presence of)
1. _____)

2. _____)

SIGNED AND DELIVERED)
by the withinnamed **ALLOTTEE**)
_____))
_____))
_____))
_____))
in the presence of)
1. _____)

2. _____)

RECEIVED of and from the Allottee)
abovenamed the sum of)
Rs. _____ /- (Rupees _____)
_____ only))
as advance payment or deposit paid by)
the Allottee to the Promoter)

We say received

RUNWAL DEVELOPERS PVT. LTD.

Authorized Signatory