

AGREEMENT FOR SALE

THIS AGREEMENT made at Kalyan the ____ day of _____ 20__
between **WEST PIONEER PROPERTIES (INDIA) PRIVATE LIMITED** (formerly
named WESTFIELD RETAIL PRIVATE LIMITED), a company incorporated
under the Companies Act (I of 1956), having its office at India Bulls Finance
Centre, Senapati Bapat Road, Mumbai – 400 013, 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 successor or successors
and assigns) (P.A. No. AAACW5756A and Company Identification No.
U51909MH2004PTC149915) of the One Part, AND (1)

____ Indian
inhabitant aged about ____ years, occupation _____ residing
at

____ P.A.No. _____), Phone
No. _____, (email address _____),
(Aadhar card No. _____) and (2)

____ Indian Inhabitant aged
about ____ years, occupation _____ residing at

____ P.A.No. _____), Phone
No. _____, e-mail address _____ (Aadhar
card No. _____) and (3)

____ Indian Inhabitant aged
about ____ years, occupation _____ residing at

____ P.A.No. _____), Phone
No. _____, e-mail address _____ (Aadhar

card No. _____) (hereinafter referred to as "the Allottee") (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors and/or administrators and permitted assigns) of the Other part;

OR

_____, LIMITED, a company governed by the Companies Act 2013 having its registered office at _____
(P.A.No. _____ Company Identification no. _____) (email address _____) hereinafter called "the Allottee" (which expression shall unless it be repugnant to the context or meaning thereof, include its successor or successors and permitted assigns) of the Other Part;

OR

_____, a partnership firm / Limited Liability Partnership, governed by the Indian Partnership Act 1932 / Limited Liability Partnership Act 2008 (as the case maybe) having its principal place of business / registered office at _____, (P.A. No. _____) email address _____) hereinafter called "the Allottee" (which expression shall unless it be repugnant to the context or meaning thereof, include the partners or persons for the time being and from time to time constituting the said firm) of the Other Part.

WHEREAS:

- (a) Hardcastle and Waud Manufacturing Company Limited (hereinafter for brevity's sake referred to as "the Original Owner") had by and under an Indenture of Lease dated 5th May 2005 (hereinafter for brevity's sake referred to as "the said Lease") (which said Lease has been duly stamped

and is registered on 21st September 2005 with the Sub-Registrar of Assurances, Kalyan, under no. KLN1-05873-2005), granted in favour of the Promoter, a lease in respect of land more particularly described therein, situated at Sil Road (hereinafter for brevity's sake referred to as "the said Original holding") for a term 99 years at the rent and on the terms and conditions therein contained. By and under a Deed of Conveyance dated 26th September 2012 executed between the Original Owner" and the Promoter (which conveyance has been registered with the Sub- Registrar of Assurances, Kalyan, under no. KLN-5/76/2013) (hereinafter referred to the "said Deed of Conveyance"), the Original Owner conveyed in favour of the Promoter, the reversionary interest of the land, hereditaments and premises which are described First in the Schedule to the said Deed of Conveyance as well as the pieces and parcels of land admeasuring approximately 3254.9 square metres being City Survey no. 419, 420 and 421 of village Netivali. The aforesaid lands admeasuring approximately 3254.9 square metres are hereinafter for brevity's sake referred to as "the said Lands". It is hereby clarified that portions of the Land described First in the Schedule to the said Deed of Conveyance are the subject matter of reservations, set back etc. some of which have been handed over and the balance will in due course be handed over to the concerned authorities by the Promoter. With the merging of the Leasehold interest and the reversionary interest in the Promoter and the conveyance of the said Lands in favour of the Promoter, the Promoter became and presently is the owner of and is in possession of the lands admeasuring approximately 56,972.70 square meters situated at and abutting Shil road, Kalyan, bearing City Survey no.2 (tikka nos. 2-5), Survey no. 13 (part), 16, 43A (part) of village Netivali and Survey nos. 231/1 and 231/2 of village Kalyan ("the said Large Holding") and City Survey no. 419, 420 and 421 of village Netivali (the said Lands). The Large Holding and the said lands are hereinafter for brevity's sake referred to as "the Composite Holding".

- (b) The Promoter has obtained the Property Cards in its name for City Survey no.2 (tikka nos. 2-5), 419, 420 and 421 and has obtained 7/12 extracts for Survey no.16 of village Netivali and Survey nos. 231/1 and 231/2 of village Kalyan.

- (c) The Promoter has partly developed the Composite Holding and has constructed and completed a portion of the residential development viz. Metro Residency Towers A & B and is in the process of developing the Composite Holding by putting up further construction. The residential development is being carried out by the Promoter on the south eastern portion of Composite Holding and the commercial development of a building which houses a Mall named "Metro Mall" and a commercial complex named "Metro Plaza" has been carried out.
- (d) This Agreement is an Agreement for Sale and is limited to "the premises" referred to in clause 2 hereunder.
- (e) In this phase of development, the Promoter intends to develop a part of the south-eastern portion of the said Composite Holding namely the area shown bounded red on Plan A hereto annexed for residential purposes (hereinafter, for brevity's sake, referred to as "the Residential Segment") by putting up a residential building consisting of two towers viz Towers C and D (which two towers are touching each other) and to sell on ownership basis, the residential flats in such building/s with or without appurtenant car-parking spaces.
- (f) The Development Project (for constructing residential flats) being undertaken by the Promoter at present (i.e. in the present phase) is construction only of one Residential Building named "Metro Grande" consisting of two towers viz. Tower C and Tower D, (which two towers are touching each other) within an area of approximately 8937 sq. mtrs. (shown bounded red on the said Plan A hereto annexed) which is more particularly described in the First Schedule hereunder written. The residential building Metro Grande is intended to be of lower ground floor, upper ground floor, ground floor for parking and services, stilt and 28 or more upper floors as may from time to time be sanctioned by the concerned authorities. It is clarified that the title that will be transferred in favour of the organisation of flat purchasers/ allottees will be a lease in respect of such area of land which is more particularly described in the First Schedule hereunder written, and a conveyance of the residential building Metro Grande (having two towers viz. Tower C and Tower D) and the ancillary structures, if any, constructed on the land bounded red on Plan A (to be constructed thereon

by the Promoter) with means of access thereto referred to hereunder in this Agreement. It is further clarified that the expression “the Promoter” used in this Agreement relates only to the abovementioned area of land described in the First Schedule hereunder written.

- (g) In or about 2010, one Yeshwant N. Chowdhari & others (hereinafter for brevity's sake referred to as “the applicants”) had filed an application before the Sub-Divisional officer (SDO), inter alia, claiming to be the heirs of an erstwhile tenant Sitaram Koli and challenging the order dated 17-5-1956 passed by the Learned Mamlatdar deleting the name of the said Sitaram Koli as a tenant in respect of part of Survey nos. 16, 18, 19/1, 19/3 and 35, by effecting a mutation entry no.138 in the record of rights . The aforesaid application was rejected by the SDO by his order dated 15-03-2010. An appeal was filed by the applicants before the Deputy Collector, Thane (being the appellate authority) against the order of the SDO, which appeal was rejected on 22nd February 2011. During the pendency of the aforesaid appeal, suit no. 44 of 2011 was instituted by the aforesaid applicants against the Original Owner (subsequently the Promoter has also been joined as a party to said suit), before the Civil Judge, Junior Division, Kalyan, praying for inter alia the similar reliefs which the appellate court did not grant in the said appeal. In view of the said appeal being rejected the aforesaid suit would become infructuous. However, the said suit is pending and till date there is no adverse or restraining orders passed against the Original Owner and /or the Promoter.
- (h) It is clarified that in or about the year 1951, the user of the lands bearing survey nos.16, 18, 19/1, 19/2, 19/3, 19/4, 19/5 & 35 (which were the subject matter of the aforesaid applications) was converted from agricultural to non-agricultural use. The Original Owner's were carrying on industrial activity inter alia at and from the said lands upto the year 2004-2005 (which lands comprised part of their entire holding) and the said lands have been assessed to tax as “non agricultural tenure” and taxes have been paid accordingly. The Original Owner has been in exclusive possession thereof, as Owners, upto the grant of the said lease dated 5th May 2005 and thereafter the Promoter has been and is in exclusive possession of the said

Large Holding. In the above circumstances, the question of tenancy of agricultural lands does not arise.

- (i) The Promoter, applied to and has obtained from the Kalyan Dombivli Municipal Corporation (KDMC) sanction of building plans for putting up (on the area shown bounded red on Plan A hereto annexed viz. the area described in the First Schedule hereunder written) one building (comprising of two towers viz. Tower C and Tower D) for residential purposes.
- (j) The Promoter intends to enter into with diverse persons (Allottees), Agreements for Sale in respect of residential flats in the said building Metro Grande (Towers C and D) (to be put up / constructed by the Promoter) (as per sanctioned building plans) on what is popularly known as "Ownership Basis" and as appurtenant to the respective flats, the right to use and occupy the designated area if any, for parking of motor vehicles and other Limited Common Areas and Facilities, if applicable
- (k) The Promoter has mortgaged or availed of financial facility from RBL Bank Limited inter alia against the security of, the area shown bounded red on Plan A hereto annexed and described in the First Schedule hereunder written and the development that has taken place and which may from time to time be put up by the Promoter on the area shown bounded red on Plan A hereto annexed. However, the Promoter reserves its right to inter alia further mortgage or avail of any financial facility from any person on the security of the area shown bounded red on Plan A hereto annexed and more particularly described in the First Schedule hereunder written and the development that has taken place and which may from time to time be put up by the Promoter on the area shown bounded red on Plan A hereto annexed. The Promoter alone shall be responsible and liable to repay the loan / financial facility (including the interest accruing thereon and all other dues and charges payable in respect thereof) that has been / may be so availed of by the Promoter on the security of the area shown bounded red on Plan A hereto annexed and the development that has taken place and which may from time to time be put up by the Promoter on the area shown bounded red on Plan A hereto annexed and the Composite Holding or any part thereof and the development that may be carried out by the Promoter

thereon. It is hereby clarified that the Allottee shall not be responsible or liable in any manner whatsoever for the repayment of the financial facilities availed of by the Promoter and/or the interest accruing thereon and/or the charges or other dues in relation thereto.

- (l) The development by the Promoter of the Residential Segment includes making available to the Allottees facilities of infrastructure such as power infrastructure, storm water pipes, drains, common UG tank/s, Sewage Treatment Plant (STP), Organic Waste Converter (OCW), Treated Water Reservoir, Fire Fighting infrastructure, Diesel Generator (D.G.) sets and septic tanks, if required, all of which may be common for different building/s or group of residential building/s (viz Towers A,B,C and/or D) (including access to the internal feeder roads only for the purpose of access to and from the respective residential building to the public road). Furthermore, recreational facilities may be provided by the Promoter for the benefit of the residential buildings and /or the commercial development carried out on the Composite Holding or part thereof as maybe determined by the Promoter. This Agreement specifies a list of amenities and facilities exclusively for the said building Metro Grande (Towers C & D) and that are common to the development that has taken, and is to take place on the layout /composite holding. It is hereby clarified that it shall be the subjective discretion of the Promoter to decide and determine which of or all of the facilities and amenities are to be provided by the Promoter within the Composite Holding are to be made available to the Allottees of the residential flats.
- (m) The Residential Building Metro Grande (Towers C and D) to be constructed by the Promoter on the said land described in the First Schedule hereunder written is to be of the specifications and will have the fixtures and fittings and amenities, details whereof are set out in the Second Schedule hereunder written.
- (n) The Promoter is carrying on and will carry on the development work of the said area of land described in the First Schedule hereunder written (which is hereinafter for brevity's sake referred to as "the said immovable property") and will construct the said building Metro Grande (with two Towers C and D) in accordance with the sanctioned building plans, details whereof are set out in the Statement hereto annexed and marked "A".

- (o) The building Metro Grande (with two Towers C and D) is being constructed by the Promoter and the Promoter has engaged Architects and a Structural Engineer for the construction of such buildings, the names whereof are listed in Statement 'B' hereto annexed. The Promoter has entered into a standard Agreement with the aforesaid Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and the Promoter has also entered into the requisite Agreement with the Engineer and other consultant as required under law.
- (p) The Promoter has obtained from its Advocates, a Certificate of Title dated 24TH July 2017 (in respect of the title to the land described in the First Schedule hereunder written), a copy whereof is hereto annexed and marked "C".
- (q) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Maharashtra Real Estate Regulatory Authority under registration no P51900004149. The relevant information and documents regarding Metro Grande Project can be seen on the website of the Maharashtra Real Estate Regulatory Authority as well as on the website of the project which is www.metrogrande.com;
- (r) The Allottee hereby confirms having demanded and having obtained from the Promoter inspection of the original of such Title Certificate and of the originals of the sanctions referred to in the said statement hereto annexed and marked "A" and having satisfied himself/ herself/ themselves/itself about the same and of the information provided on the aforesaid website in respect of the Project;
- (s) Except for the Promoter and RBL Bank Limited as mortgagee, no one else has any beneficial right, title, interest in or to the said immovable property described in the First Schedule hereunder written.
- (t) The Promoter will be selling the residential flats in the said Building Metro Grande (viz. Towers C and D) (with or without the exclusive right to use (as appurtenant thereto) covered / open / mechanical/ puzzle/ stack car-

parking spaces, the terrace area, if any appurtenant to the said flat), on what is known as "Ownership basis";

- (u) The Allottee has agreed to acquire from the Promoter, on Ownership basis in accordance with the terms and conditions contained in this Agreement, Residential Flat No. _____ on the _____ floor of Tower "_____" of the said Building Metro Grande (hereinafter referred to as "the said premises") together with and as appurtenant thereto, the exclusive right to use covered / open / mechanical/ puzzle/ stack car-parking, in the building / in the said immovable property (which said premises and the areas appurtenant thereto are more particularly described and specified in clause 2 hereunder) with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions herein contained.

NOW THESE PRESENTS WITNESS and it is hereby agreed by and between the parties as follows:

1. The Promoter shall, under normal conditions, construct the said building Metro Grande viz Tower C and Tower D on the said immovable property as per the sanctioned building plans and /or amended and /or revised building plans. The Promoter agrees that it shall be the responsibility of the Promoter to construct the said building according to the plans and specifications approved by KDMC. The said building viz Tower C and Tower D as sanctioned by the KDMC, at present is to comprise of lower ground floor, upper ground floor, ground floor, stilt and 28 upper floors. If the Promoter decides to vary / amend the said sanctioned plans and if KDMC permits construction of additional floors and/or amendment to the said sanctioned building plans enabling the Promoter to put-up additional construction on the said towers within the said immovable property, then and in such event, the Promoter shall be entitled to, and shall construct such floors in the building as per such revised / amended building plans but in any event the lease (hereinafter envisaged) shall be limited to the land described in the First Schedule hereunder written and shown bounded red on Plan A hereto annexed. Prior to entering into this Agreement, the Promoter has brought it to the notice of the Allottee that the Promoter has purchased TDR which has

been loaded onto the said immovable property and the plans for utilization of the same have been sanctioned by KDMC and the concerned authorities and the Promoter is entitled to put up / construct lower ground floor, upper ground floor, ground floor, stilts and 28 upper floors. In view of the above the Allottee agrees, confirms and acknowledges that the Promoter shall be entitled to utilise the entire building potential (inclusive of TDRs, Fungible FSI or other development capacity) to put up the Towers C & D. The Allottee hereby expressly consents to such variation / amendments utilization of the development potential as aforesaid so long as the total area of the said premises and the specifications, amenities, fixtures and fittings are not reduced. This consent shall be considered to be the Allottee's consent contemplated by the law in force.

2. (i) The Allottee agrees to purchase from the Promoter, on ownership basis, the said premises viz. Residential Flat No. _____ on the _____ floor of Tower "____" of the said Building Metro Grande shown bounded red on the plan hereto annexed and marked "B" (which said premises is in accordance with the sanctioned building plans) at or for the lumpsum price/ consideration of Rs. _____/-(Rupees _____). The carpet area of the said premises shall be approximately _____ sq. metres and such area is exclusive of the total area of the enclosed balcony / dry balcony / open terrace area /elevation feature /service shaft comprised in the said premises.
- (ii) The aggregate area of the open terrace, enclosed balcony and dry balcony shall be approximately _____ sq. metres. The aforesaid open terrace/ enclosed balcony and dry balcony form part of the said premises and the same shall belong to the Allottee.
- (iii) The Allottee shall have full and exclusive interest and the exclusive right to use _____ covered / open/ mechanical / puzzle / stack car parking space (admeasuring approximately _____) (being a Special Common Area and Facility)(it is expressly agreed between the parties hereto that the location of the covered / open / mechanical/ puzzle/ stack car parking space will be determined by the Promoter at

the time of handing over to the Allottee possession of the said premises) (the Promoter has clarified that the car parking spaces are of varied dimensions). The aforesaid consideration / price of the said premises is inclusive of a sum of Rs. NIL as consideration for the Special Limited Common Area and Facilities and a sum of Rs. NIL as consideration for the Common and /or Limited / Special Common Areas and Facilities.

- (iv) An area of approximately ____ sq. metres. is a service shaft which is not part of the carpet area of the said premises but is a Limited Common Areas and Facility for maintenance, repair and or replacement of the drainage, water pipes and other services and facilities passing through it.
- (v) There is an elevation feature admeasuring approximately _____ sq. metres.

3. (i) The Allottee agrees to pay and shall pay to the Promoter the said lumpsum consideration or purchase price of Rs. _____/- (Rupees _____) as under: -

(a) The Allottee has at or prior to the date hereof paid to the Promoter a sum of Rs. _____/- as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof doth release and discharge the Allottee)

and

(b) The Allottee agrees to make the following part-payments towards the balance of the purchase price, which part payments are to be made in the manner and by the instalments specified below:

(i)	Rs. _____/-	on the excavation for the building Metro Grande (Tower C / Tower D) being commenced;
(ii)	Rs. _____/-	Upon completion of lower ground floor slab.;

(iii)	Rs. _____/-	Upon completion of first floor slab ;
(iv)	Rs. _____/-	Upon completion of second floor slab;
(v)	Rs. _____/-	Upon completion of third floor slab;
(vi)	Rs. _____/-	Upon completion of forth floor slab;
(vii)	Rs. _____/-	Upon completion of fifth floor slab;
(viii)	Rs. _____/-	Upon completion of sixth floor slab;
(ix)	Rs. _____/-	Upon completion of seventh floor slab;
(x)	Rs. _____/-	Upon completion of eighth floor slab;
(xi)	Rs. _____/-	Upon completion of nineth floor slab;
(xii)	Rs. _____/-	Upon completion of tenth floor slab;
(xiii)	Rs. _____/-	Upon completion of eleventh floor slab;
(xiv)	Rs. _____/-	Upon completion of twelfth floor slab;
(xv)	Rs. _____/-	Upon completion of thirteenth floor slab;

(xvi)	Rs. _____/-	Upon completion of fourteenth floor slab;
(xvii)	Rs. _____/-	Upon completion of fifteenth floor slab;
(xviii)	Rs. _____/-	Upon completion of sixteenth floor slab;
(xix)	Rs. _____/-	Upon completion of seventeenth floor slab;
(xx)	Rs. _____/-	Upon completion of eighteenth floor slab;
(xxi)	Rs. _____/-	Upon completion of nineteenth floor slab;
(xxii)	Rs. _____/-	Upon completion of twentieth floor slab;
(xxiii)	Rs. _____/-	Upon completion of twenty first floor slab;
(xxiv)	Rs. _____/-	Upon completion of twenty second floor slab;
(xxv)	Rs. _____/-	Upon completion of twenty third floor slab;
(xxvi)	Rs. _____/-	Upon completion of twenty fourth floor slab;
(xxvii)	Rs. _____/-	Upon completion of twenty fifth floor slab;
(xxviii)	Rs. _____/-	Upon completion of twenty sixth floor slab;

(xxix)	Rs. _____/-	Upon completion of twenty Seventh floor slab;
(xxx)	Rs. _____/-	Upon completion of internal plaster
(xxxi)	Rs. _____/-	Upon completion of external plaster.
(xxxii)	Rs. _____/-	being the ultimate balance of the purchase price against delivery of possession of the said premises.

Note: The slabs, and other works referred to above are of the said building Metro Grande Tower “C” or Tower “D” (Please delete what is not applicable)

- (c) The Allottee shall pay to the promoter the respective instalment of consideration aforesaid (together with the statutory imposts / taxes that maybe levied from time to time) after deducting therefrom 1% (or other applicable rate) TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate favouring the Promoter in the prescribed form, within the statutory period.
- (d) The Allottee shall pay to the Promoter each of the aforesaid instalments specified in sub clause (b) above together with the taxes payable thereon by two separate cheques one representing the respective instalment and the other the taxes payable on each such instalment. However, the ultimate balance of the purchase price shall be paid by the Allottee to the Promoter by RTGS or by Banker's cheque / Pay Order in favour of the Promoter.
- (e) It is expressly agreed between the Promoter and the Allottee that out of the consideration of Rs. _____/- (Rupees _____) a sum of Rs.1,00,000/- (Rupees One lakh) shall be considered to be Earnest Money Deposit (EMD).

4. If the Allottee commits default (a) in payment of any of the instalments (necessary payments) referred to in clause 3 above on their respective due dates (time being the essence of the contract) and/or (b) in observing and performing (prior to the Allottee taking possession of the said premises) any of the terms and conditions of this Agreement and if the default continues in spite of 30 days notice sent by the Promoter to the Allottee, the Allottee hereby expressly agrees that the Promoter shall be at liberty to terminate this Agreement, in which event the Promoter shall be entitled to (a) forfeit a sum of Rs. 10,00,000/- (Rupees Ten Lac) (b) deduct the brokerage, if any, paid by the Promoter and (c) deduct the taxes and duties paid to the statutory authorities in relation to the said premises, from the amount of instalments of part payment, which may have till then been paid by the Allottee to the Promoter. The Promoter shall however, on such termination refund to the Allottee (against a Full Discharge Receipt to be signed and registered and on the return by the Allottee to the Promoter of the signed Original of this Agreement duly cancelled) the balance amount payable after the aforesaid deductions, but without any further amount by way of interest or otherwise. The Allottee hereby expressly agrees and authorises the Promoter that on the Promoter terminating this Agreement under this clause, the Promoter shall be at liberty to sell and dispose off the said premises (with or without the Special Limited Common Area and Facility and /or appurtenances) to any other person as the Promoter deems fit at such price as the Promoter may determine and the Allottee shall not be entitled to question such sale or to claim any amount from the Promoter. It is hereby expressly agreed between the parties that the Promoter shall be entitled to exercise its right as aforesaid (i.e. sale and disposal of the said premises) even before it has refunded to the Allottee the balance amount as stated hereinbefore.
5. Without prejudice to the Promoter's other rights under this Agreement and/or in law the Allottee, shall be liable to and shall, at the option of the Promoter, pay to the Promoter interest at the rate of 10% per annum on all amounts due and payable by the Allottee under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.

6. Possession of the said premises shall be delivered to the Allottee after the said premises is ready for occupation and an Occupation Certificate is issued by KDMC PROVIDED all the amounts due and payable by the Allottee under this Agreement have been paid to the Promoter and the Allottee has complied with / fulfilled all his/her/its obligations under this Agreement. The Allottee shall take possession of the said premises within seven days of the Promoter giving written notice to the Allottee intimating the said premises are ready for occupation.
7. (a) Possession of the said premises will be delivered by the Promoter to the Allottee by the end of _____.
- (b) The Promoter shall not incur any liability, if it is unable to deliver possession of the said premises by the aforesaid date, if completion of the project is delayed by reason of non-availability/poor availability of steel, cement or other building materials or water supply or electric power or by reasons of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification, of the Government and/or any other Public or Competent Authority or of a Court or for any other reason beyond the control of the Promoter and /or if further permissions from the public authorities (to be obtained by the Promoter in the course of construction or otherwise) are not granted expeditiously by the Public Authorities, the total time period of delay in such Public Authority/ies granting such further permissions shall be excluded and in any of the aforesaid events the Promoter shall be entitled to reasonable extension of time for delivery of possession of the said premises.
8. If for any reason the Promoter is unable or fails to give possession of the said premises to the Allottee within the date specified in clause (7) above, or within any further date or dates agreed to by and between the parties hereto or within reasonable extension of time in the circumstances aforesaid, then and in such case, the Allottee shall be entitled to give notice to the Promoter terminating the agreement, in which event, the Promoter shall within two weeks from the receipt of such notice refund to the Allottee the aforesaid amount of earnest money deposit and the further amounts if any, that may

have been received by the Promoter from the Allottee as instalments of part-payment of the purchase price in respect of the said premises, as well as simple interest on such amounts at the rate of 10% per annum from the date of receipt till repayment. The Promoter shall also pay to the Allottee a sum of Rs.1,00,000/- (Rupees One Lac) (i.e. in addition to the EMD) as liquidated damages in respect of such termination. Simultaneously with and against payment of the full amount referred to in this clause a full discharge receipt shall be signed by the Allottee and registered and the Original of this Agreement of Sale, duly cancelled, shall be returned by the Allottee to the Promoter and then neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement and the Promoter shall be at liberty to sell and dispose off the said premises to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If as a result of any legislative order or regulation or direction of the Government or public authorities, the Promoter is unable to complete the aforesaid building and/or to give possession of the said premises to the Allottee, the only responsibility and liability of the Promoter will be to pay over proportionately to the Allottee and the several other persons who have purchased or who may purchase hereafter, the flats and acquire rights in respect of other spaces in the said building, the total amount (attributable to the said building) that may be received by the Promoter, pursuant to such legislation etc., and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever.

9. Upon possession of the said premises being delivered to the Allottee it shall be entitled to the use and occupation of the said Premises. Upon the Allottee taking possession of the said Premises it shall have no claim against the Promoter in respect of any item of work in the said premises, which may be alleged not to have been carried out or completed. The only liability of the Promoter shall be the statutory liability under the prevalent law.
10. Commencing a week after notice is given by the Promoter to the Allottee that the said premises are ready for occupation; the Allottee shall be liable to bear and pay all taxes and charges for water, electricity and other services

and the outgoings payable in respect of the said premises including those mentioned in clause 11 below.

11. (i) The Allottee agrees and binds himself / herself/ itself to pay regularly in advance, every quarter, by the 5th of the beginning of each quarter to the Promoter, until a lease of the said immovable property is executed in accordance with the provisions of this Agreement and thereafter to the Co-operative Housing Society, the proportionate share that may be decided by the Promoter or the Co-operative Housing Society for (a) insurance premium, (b) rent and all municipal and other taxes that may from time to time be levied in respect of the land described in the First Schedule hereunder written and the said building/s including water taxes and water charges and (c) outgoings for the maintenance and management of the said immovable property and the said building/s and other structures as may from time to time be standing thereon, and the common amenities, common lights, for the lift/s as installed in the said building/s and all other outgoings (such as collection charges, charges for watchmen, sweepers, and maintenance of accounts and those otherwise incurred in connection with the said building/s and the said immovable property), (d) outgoings for operation/ maintenance/ repairs replacement of Common Areas and Facilities and Limited Common Area and Facilities as also Special Common Areas and Facilities (if applicable to the concerned Allottee e.g. parking space) on the said immovable property and/or being part of the Composite Holding (e.g. Drainage / sewerage lines; storm water line/s; water lines; utility lines, STP and OWC), (e) proportionate outgoings, charges, dues, taxes, duties, levies and all other outgoings of any nature whatsoever to be contributed by each Allottee for expenses in connection with operation, maintenance, repair and or replacement, in respect of those areas which form part of the Composite Holding and the limited common use of which the Allottee is entitled to enjoy and all infrastructural and other facilities and services provided / to be provided in connection therewith. An illustrative list of such areas is in Statement "C" hereto annexed. It is clarified that Towers A, B, C and D together will proportionately pay and contribute 50% of the aforesaid outgoings however the above does not include the club house (and the

facilities and amenities therein) and the swimming pool, (f) contribution to the Environment Deposit which is to be maintained for the purpose of operations, maintenance, repairs and replacement of the STP /OWC and other environmental facilities.

- (ii) It is a condition of this Agreement and the Allottee hereby agrees that at the time of taking possession of the said Premises, the Allottee shall be required to pay to the Promoter and hereby covenants to pay to the Promoter the amounts listed hereunder (under the different heads specified hereunder) and that unless all such amounts are paid by the Allottee to the Promoter, the Allottee shall not be entitled to demand or require possession of the said Premises and the Promoter shall not be bound or required to hand over to the Allottee possession of the said Premises and the Allottee shall not have the right to use or occupy the said Premises or any of the Special Limited Common Areas and Facilities appurtenant thereto and or avail of the facilities referred to in Statement "C". It is clarified that in the aforesaid circumstances the Allottee shall be liable for its dues under clause 10 above.
- (iii) lumpsum of Rs. _____(Rupees_____) as the agreed / settled amount of contribution payable by the Allottee to the Promoter, for membership of the existing club house, swimming pool and its facilities. It is clarified that the aforesaid clubhouse (swimming pool and the other facilities) has been constructed on part of RG 1. It is hereby clarified that the Allottee will be required to additionally pay to the Promoter or the operator of the aforesaid club house and its facilities as the case maybe, the annual maintenance /subscription and other charges, as may be applicable, for use of the club house, swimming pool and the facilities offered/available in the club house. The Promoter has informed the Allottee and the Allottee hereby agrees and undertakes to execute separate writings with the Promoter / or operator of the club house as the case may be undertaking to abide by the rules and regulations for availing the facilities of the club house and agreeing to pay all the recurring costs, charges and expenses of the club-house and for availing of the facilities and amenities that may from time to time be available. The aforesaid amount of Rs._____ payable by the Allottee to the

Promoter under this sub-clause is a onetime payment and is not a deposit with the Promoter. The Allottee shall not be entitled to demand or obtain from the Promoter refund or account of such amount or any part thereof.

(iv) A sum of Rs. _____/- (Rupees _____) as estimated advance maintenance for 12 months to be retained by the Promoter (and to be transferred by the Promoter to the Co-operative Society at the time of lease of the said immovable property together with the conveyance of the building and other structures standing thereon, subject to deductions consequent upon any default on the part of the Allottee to pay to the Promoter the Allottee's contributions towards the outgoings referred to in sub-clause (i)(a) to (i) (f) /shortfalls in respect of the same.

(v) A sum of Rs. _____/- (Rupees _____) as a deposit to be retained by the Promoter. The aforesaid deposit shall not carry any interest. The aforesaid deposit or the balance, if any, of the same shall be transferred by the Promoter to the Co-operative Society, subject to deductions consequent upon complete adjustment of the advance maintenance charges referred to in sub-clause (iv) above and continuing default on part of the Allottee to pay to the Promoter the outgoings referred to in sub-clause (i) and (iii) above and also consequent upon payments made by the Promoter for stamp duty, registration charges and related expenses in relation to documents transferring title in favour of the Co-operative Society).

Note: 1. Payment by the Allottee of the amount specified in sub-clause (v) above as deposit, shall not entitle the Allottee to decline to pay or to commit default in payment of, the quarterly contribution referred to in clause (i) above, nor avoid the consequences of such default.

2. It is expressly clarified and agreed by and between the parties hereto that the Promoter shall be liable to render accounts only to the Co-operative Society of the expenses incurred by the Promoter under sub clause (i)(a) to (f) above and the Promoter shall not be

responsible or liable to render any accounts under the aforesaid head to the individual Allottee.

3. The amounts being collected under sub-clauses (iv) and (v) are based on an estimate made by the Promoter.

(vi) The Allottee shall also pay to the Promoter at the time of taking possession of the said premises or at the time of formation of the Co-operative Housing Society whichever is earlier, a sum of Rs. 600/- as application fee, share money, entrance fee for a single holder and an additional Rs.300/- for each joint holder. The said sums shall not carry interest. The said amount will remain with the Promoter until a lease is executed in accordance with this Agreement and on such lease being executed, (the said amount less deduction, if any), shall be paid over to the Co-operative Housing Society. Further, the Allottee shall also pay a lumpsum of Rs.20,000/- towards legal expenses incurred and to be incurred which is more particularly specified in clauses 25 and 26 hereunder and Rs.4,000/- towards Society formation charges in respect of the said building. The Allottee shall also pay to the Promoter at the time of taking possession of the said Premises a sum of Rs.20,000/- (Rupees Twenty Thousand) towards charges and deposits for metre for water and electricity.

(vii) It is expressly agreed between the Promoter and the Allottee and is a vital term and condition of this Agreement that the applicable Goods and Services Tax or any other tax, duty, levy including interest, penalty etc. thereon, leviable or levied on the transaction covered by this Agreement, shall be borne and paid by the Allottee alone.

(viii) It is expressly agreed between the Promoter and the Allottee and is a vital term and condition of this Agreement that if any amenity/ies and/or facility/ies (in excess of the amenities and specifications referred to in the Second Schedule hereunder) are required to be provided by the Promoter as a mandatory provision due to a change/addition/alteration in Government norms / policies/ rules and regulations, the same would be provided by the Promoter at an additional charge and which additional charge the Allottee hereby agrees and undertakes to pay to the Promoter forthwith on demand.

(ix) The Allottee shall also pay to the Promoter, at the time of taking possession of the said premises or at the time of formation of the Co-operative Housing Society whichever is earlier, a sum of Rs. _____/- (Rupees _____) as an Environmental Maintenance Deposit, to be retained by the Promoter. The aforesaid deposit shall not carry any interest. The aforesaid deposit or the balance, if any, of the same shall be transferred by the Promoter to the Co-operative Society, subject to deductions consequent upon complete adjustment of the sum payable under this head.

12. The Allottee shall not use the said premises for any purpose other than a residence and the car-parking space if any appurtenant to the said premises shall be used only for parking a motor vehicle. The use of the car parking spaces shall be subject to the rules and regulations of the co-operative society (that is to be formed of the Allottees of flats in the said building) in accordance with law.

13. The Promoter has specifically brought to the notice of the Allottee the facts set out in recitals above and also the undermentioned facts and it is agreed and declared, as essential and integral terms and conditions of this Agreement, mutually agreed upon by and between the parties hereto, that:

(i) The Promoter is entitled to and shall be at liberty to decide / settle with KDMC all consequential benefits including compensatory FSI in respect of the said reserved lands (which may be utilised by the Promoter on different segments / plots of the Composite Holding or otherwise) and all benefits including Transferable Development Rights (TDRs) and Development Right Certificates (DRCs) in respect thereof shall enure to and shall belong to the Promoter alone and the Promoter shall be entitled to deal with the same as the Promoter may decide, free from any restriction and/or rights and/or claims of the Allottee.

(ii) The Promoter may be utilising the compensatory FSI in respect of the said reserved lands and will be using the Transferable Development Rights (TDRs) which the Promoter has obtained/purchased or otherwise acquired at its own cost for putting up construction of the

whole or any part / portions of the building Metro Grande viz. Towers C and D to be constructed by the Promoter.

(iii) The Allottee confirms that the Promoter has prior to the execution hereof clarified to the Allottee as under and that the Allottee with full knowledge of the implications of the undermentioned situation hereby agrees, consents and confirms as under:

(a) It shall be permissible for the Promoter in the first instance to obtain part Occupation Certificate in respect of the said building Metro Grande Tower "C" or Tower "D" as sanctioned at present. On the Promoter obtaining part Occupation Certificate in respect of Tower "C" or Tower "D" as the case maybe, and on the Promoter offering to the Allottee possession of the said Premises, in accordance with law, the Allottee shall take possession of the said premises after making full payment of the consideration and other amounts in terms of this Agreement;

(b) The amenities/ facilities viz. those listed in item nos. (i) to (xvi) of sub-clause (a) of clause 36 would be / are provided by the Promoter for the benefit of the Allottees of the building Metro Grande Tower "C" and Tower "D". It is hereby clarified that some of these amenities and facilities are also for the common benefit of the residents/ Allottees of Metro Residency Tower "A" and Tower "B".

14. The Allottee shall and hereby undertakes:-

- (i) to maintain the front, side and rear elevations of the said premises in the same form as the Promoter constructs and shall not at any time alter/modify the said elevations in any manner whatsoever;
- (ii) not to carry out any structural modifications, additions and/or alterations whatsoever to the said premises or any part thereof. The Allottee alone shall be responsible for all consequences of any alterations and/or additions that may be made in the said premises and/or the layout thereof;

And

- (iii) not to carry out any structural modifications, additions and/or alterations whatsoever and not to put up construction of any nature whatsoever in the Common Areas and Facilities and/or Limited and/or Special Common Area and Facilities, without the prior consent in writing from the Promoter and the requisite permissions if any, from KDMC and/or other concerned body or authority. If despite this undertaking, the Allottee at any time alters the said elevations of the said premises in any manner whatsoever, without prior written consent of the Promoter or carries out any of the activities specified above, then and in such event the Promoter shall be entitled to prevent / stop / restrain the Allottee from carrying out the aforesaid additions, alterations and/or activities and further to demolish the alterations carried out by the Allottee and restore the elevation of the building and the Common Area and Facilities and Limited and /or Special Common Area and Facilities to their original state. All this will be at the risk and cost of the Allottee. It is hereby clarified and agreed by and between the parties hereto, that the Allottee alone shall be responsible for all consequences (both civil and/or criminal) resulting from the Allottee changing the elevation (front, side and rear) of the said premises and/or carrying out all or any of the activities referred to above.

- (iv) not to dry / hang clothes outside the building line.

15. The fixtures, fittings and amenities to be provided in the said premises and the type of construction of the said building and the specifications of the said building are those as set out in the Second Schedule hereunder written and the Allottee declares that it has satisfied itself about the design of the said premises and also about the specifications and amenities to be provided therein.
16. The Allottee shall from the date of possession maintain the said premises at its cost in good tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises and/or the common passages and/or the compound which may be against the rules or byelaws of the KDMC and/or any other authority and/or the Society owning the said

immovable property and the building/s and other structures standing thereon.

17. Provided it does not in any way affect or prejudice the rights of the Allottee in respect of the said premises, the Promoter shall be at liberty in accordance with the law, to assign, transfer or otherwise deal with its right, title and interest in the said immovable property more particularly described in the First Schedule hereunder written and/or in the building/s and other structures to be constructed thereon and/or on the said Composite Holding and the building/s and other structures that are or may be constructed thereon.
18. The Allottee shall have no claim whatsoever except in respect of the said premises hereby agreed to be acquired, the car-parking space, if any and the open terrace area, enclosed balcony, dry balcony, if any that may be appurtenant thereto / being part of the said premises. All other open spaces, unalloted flats and other space etc. in the said immovable property and/or in the building/s constructed thereon will remain the property of the Promoter, until the said immovable property described in the First Schedule hereunder written along with the said building/s and other structures, if any, is transferred in accordance with provisions of this Agreement to the Co-operative Housing Society but even then subject to rights of the Promoter under this Agreement.
19. (a) In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the flats and other premises and spaces in the said building and in the said immovable property, the power and authority of the Society so formed and/or of the Allottee and the purchasers of other flats in the building constructed / to be constructed on the said immovable property shall be subject to the over-all authority and control of the Promoter, in respect of all and/or any of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same, and the said immovable property and in particular the Promoter shall have absolute authority and control as regards the unsold flats and all other premises/spaces in the said building and in the said immovable

property and the disposal thereof without any interference and/or objection of any sort or nature whatsoever being raised or created by the Allottee and/or the Society. The Promoter shall be liable to pay only the municipal taxes, at actuals in respect of the unsold flats and other premises and spaces in the said building and in the said immovable property and a token sum of Rs.11/- (Rupees Eleven) per month towards outgoings in respect to each unsold flat and other premises and spaces. The Allottee in its individual capacity and as prospective member of the Co-operative Society hereby agrees to, accepts and confirms the above and covenants not to object to and/or to act contrary to the above.

(b) In case a Deed of Lease is executed in favour of the Co-operative Housing Society before disposal by the Promoter of all the flats and other premises and spaces in the said building and in the said immovable property, then and in such case, the Promoter shall join in as grantor/promoter / member as the case may be in respect of such unsold premises.

(c) It is hereby clearly/ categorically understood, clarified, agreed and declared by and between the Promoter and the Allottee that:

(i) in either and/or both the above circumstances and as and when such premises are sold / alienated, to the persons of the choice and at the discretion of the Promoter (the realisations on such sale / alienation shall belong to the Promoter alone) the Co-operative Housing Society shall admit, as members, the purchaser/s of such premises without charging the Promoter and/or the purchaser/s (new member/s) any premium or any other charges (including transfer-fee) by whatever name called. The aforesaid condition is applicable only for the first transfer by the Promoter to the purchaser.

(ii) The Promoter shall be entitled to apply to KDMC and/or other concerned bodies and authorities for refund of municipal taxes, dues, duties, levies charges etc. in respect of unsold flats and other premises and spaces in the said building and in the said immovable property. Such refund shall always belong to the

Promoter alone and the Allottee and/or purchasers of other flats in the said building and/or the Society shall not have and shall not be entitled to claim or receive the same or any part thereof or any benefit arising therefrom and shall also, if requested by the Promoter and at the cost of the Promoter, the Society and the Allottee shall extend all co-operation to the Promoter in respect of or concerning the same.

20. It is declared and confirmed by and between the parties hereto as vital, integral and essential terms and conditions of this Agreement that:-

(a) This Agreement is limited and restricted only to the land admeasuring approximately 8937 square metres described in the First Schedule hereunder written;

(b) The rights and/or claims which the Flat-holder can or may have against the Promoter are limited and restricted to the said premises specified in clause 2 above and the Special Limited Common Area and Facilities, Limited Common Areas and Facilities and the Common Areas and Facilities appurtenant to the said premises as specified in this Agreement but no other or further rights or claims;

and

(c) The Allottee does not have nor shall the Allottee claim any right or interest in or to and/or concerning the rest of the Composite Holding and/or any other lands contiguous to the said Composite Holding and which the Promoter may develop, nor will the Allottee cause any obstruction or hindrance in the Promoter carrying out and/or completing development of any part of the Composite Holding, with or without variation as the Promoter may, from time to time, desire or decide;

(d) The Promoter reserves to itself the unfettered right, to the full, free and complete right of way and means of access over, along and under all the internal/access roads and the common right of way at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles laden

or unladen and with or without animals and also to lay and connect drains, pipes, cables etc. and other amenities necessary for the full and proper use and enjoyment of the Composite Holding and if necessary to connect the drains, pipes, cables etc. over or along the land appurtenant to each and every building in the said layout and the said Composite Holding. Specific and suitable provisions for the same shall be made in the Deed of Lease to be executed. The Allottee expressly consents to the same.

21. Nothing contained in these presents is intended to nor shall be construed to be a grant, demise or assignment in law of the said premises, or the land, hereditaments and premises or any part thereof or of the said building thereon or any part thereof.
22. The Allottee shall not let, sub-let, sell, transfer, assign or part with its interest under or the benefit of this Agreement or part with possession of the said premises until all the dues payable by it to the Promoter under this Agreement are fully paid up and that too only if the Allottee has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until it obtains prior consent in writing of the Promoter.
23. The Allottee and the person to whom the said premises may be let, sub-let, transferred, assigned, given possession of, shall from time to time sign all application papers and documents and do all acts, deeds and things as the Promoter may require for safeguarding the interest of the Promoter and/or of the Allottee in the said building and/or the said Composite Holding.
24. The Allottee hereby covenants that from the date of possession, it shall keep the said premises, the walls and partition walls, sewers, drains, pipes and areas and appurtenances thereto belonging, in good tenantable repair and condition and shall abide by all the bye-laws, rules and regulations of the Government, KDMC or the M.S.E.D. Company Limited or any other utility provider and any other authorities and Local Bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

25. The “transfer” of title by the Promoter shall be of the undermentioned nature viz.

A. In the event a single society is formed of the Allottees of Tower C and D, the transfer of title in favour of such single society shall be:

i. An absolute Conveyance of the building with 2 (two) towers and structures that would have been constructed by the Promoter on the said immovable property described in the First Schedule hereunder written.

and

ii. a lease in perpetuity (at a token rent of Re.1/- per year) to be granted by the Promoter in respect of the said immovable property described in the First Schedule hereunder written. In such an eventuality, the covenants and the conditions set out in the Statement hereto annexed and marked “D” shall be applicable.

The “Transfer,” as aforesaid, shall be effected by the Promoter within three months after obtaining the Occupation Certificate of the said building with 2 (two) towers that would be constructed by the Promoter by using the maximum building potential, or earlier, if the Promoter so decides.

B. In the event the Promoter decides to form separate societies in respect of Tower C and Tower D, then and in such event the nature of the “Transfer” of title shall be as indicated hereunder:

(i) the structure of Tower C / Tower D (as the case maybe) will be conveyed in favour of the society of the Allottees of Tower C or Tower D (as the case maybe);

(ii) there will be a lease, in favour of the respective society formed of the Allottees of Tower C or Tower D (as the case maybe), of the land on which the Tower C / Tower D stands and the appurtenant land proportionate to the structures of Tower C and D.

and

(iii) Adequate provision shall be made for the common areas and facilities in accordance with the terms and conditions of this Agreement and the Real Estate (Regulation and Development) Act 2016 and other relevant laws.

Note: The Allottee shall become a member of such society with rights pertaining to the said premises.

The "Transfer," as aforesaid, shall be effected by the Promoter within three months after obtaining the Occupation Certificate of the respective tower that would be constructed by the Promoter by using the maximum building potential, or earlier, if the Promoter so decides

26. Messrs. A.H. Parpia & Company, or any other Solicitors and Advocates of the Promoter, shall prepare and/or approve, as the case may be, all the documents to be made in pursuance of this Agreement. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the documents and formation of and registration of the Co-operative Housing Society shall be borne, shared and paid by all the Allottees of the said building having two towers in proportion to the respective purchase price of their respective premises. An estimate of such amount shall be kept deposited by the Allottee with the Promoter at the time of taking possession of the said premises and shall, until utilisation, remain with the Promoter free of interest. If however, such aforesaid amount deposited with the Promoter is insufficient to meet the aforesaid expenses then the Allottee hereby agrees and covenants to pay the difference to meet the aforesaid expenses forthwith on demand.

27. The stamp duty and registration charges of and incidental to this Agreement and/or any other or further document in favour of the Allottee shall be borne and paid by the Allottee. The Allottee will present this Agreement for registration and the Promoter will attend the Sub-Registry and admit execution thereof, after the Allottee informs the Promoter the number under which it is lodged.

28. The Allottee agrees and binds itself to pay to the Promoter the development charges of Rs.60,000/- (Rupees Sixty Thousand Only). Any incremental amount towards development and/or betterment charges or other levy are

charged, levied or sought to be recovered by KDMC, Government and/or any other Public Authority, if future, in respect of the said immovable property described in the First Schedule hereunder written and/or the said building the same shall be borne and paid by all the Allottees in proportion to their respective purchase price.

29. The Allottee agrees and binds itself to pay to the Promoter the provisional monthly contribution of Rs _____/- per month towards the outgoings (referred to in Clause (11) above) from the date as provided hereinabove in Clause (10) and payable regularly in advance for every quarter (i.e. by the 5th of each quarter) till such time as the said immovable property is transferred to a Co-operative Housing Society and it shall not withhold the same for any reason whatsoever.

30. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by email at the email address of the Allottee stated in this Agreement or prepaid post at its address specified below: -

Address:

31. The Allottee hereby gives its express consent to the Promoter to raise any loan against the said immovable property and/or the building under construction and to mortgage the same with any bank or banks or any other entity. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter at its own cost / expense before the said premises are handed over to the Allottee.

32. The Allottee shall permit the Promoter and its servants and agents, with or without workmen and others, at all reasonable times to enter into and upon

the said premises or any part thereof (i) to view and examine the state and condition thereof and the Allottee shall make good, within one month of the Promoter giving to the Allottee notice in writing, all defects, decays and want of repair (ii) for the purpose of repairing any part of the building and/or for the purposes of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and condition, all services, drains, pipes, cables, water-courses, gutters, wires, partition walls, structures or conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for all other purposes contemplated by this Agreement. The aforesaid right of the Promoter shall exist upto the time the Promoter carries out and completes construction of the said building Metro Grande with two Towers C and D and other structures, if any, on the said immovable property and/or forms a Co-operative Society, whichever is later.

33. It is clearly understood and agreed by and between the parties hereto that the open terrace area, if any, adjacent /appurtenant to a flat shall be part of and belong to that particular flat exclusively. The purchaser of such flat shall be entitled to make use of the same for all purposes whatsoever, as permissible by law. However, such purchaser shall not be entitled to enclose or cover the said open terrace.

34.(a) It is also understood and agreed by and between the parties hereto that the terrace area if any, in front of and/or adjacent to the flats in the said building shall belong exclusively to the respective purchasers of the respective flat/s and such terrace area is intended for the exclusive use of the respective Allottee. The said terrace area shall remain open (i.e. in the same form as provided by the Promoter and shall NOT be enclosed in any manner by the Allottee) until and unless permission is obtained, in writing, to cover the same by the Allottee from the Promoter / Co-operative Housing Society and KDMC.

(b) The owner of such flat shall be entitled to prevent the Allottees / occupiers of any other flat in the said building and/or such Co-operative Society from using/ claiming the right to use the open terrace area appurtenant / adjacent to such flat.

(c) It is hereby clarified and agreed by and between the parties that it shall be the responsibility and liability of the purchaser of the flat (i.e. the flat in the said building having a terrace space adjacent thereto) alone to maintain, repair and or replace such terrace area adjacent to such flat and to keep the same in good order and condition. Neither the Society nor any other flat purchaser shall be responsible or liable for the same nor shall be required to make any financial contribution towards the same.

(d) It is hereby further clarified that if the purchaser of a flat with terrace area adjacent to it fails / defaults to maintain, replace and or repair the terrace area and if as a result of such default or failure or otherwise, of the Allottee there is damage, leakage or any inconvenience to the owner / occupant of the flat below the terrace flat and/or to the Society or any of its members, then and in such event the Society shall be entitled, after giving to the concerned Allottee notice in writing, to carry out the maintenance, replacement and or repair of the said terrace area as may, from time to time be required, on behalf of and at the risk and cost of the owner of such flat with terrace area adjacent to it. To enable the Society to carry out the works as aforesaid, the persons authorised by the Society shall, after the Co-operative Society gives to the owner / occupant of such terrace flat, notice in writing, be entitled to enter such terrace flat and carry out the required works.

35. The Promoter shall have a first lien and charge on the said premises agreed to be acquired by the Allottee in respect of any amount payable by the Allottee to the Promoter under the terms and conditions of this Agreement.

36. The nature, extent and description of the "Common Areas and Facilities" and of the "Limited Common Areas and Facilities" and Special Limited Common Areas and Facilities shall be as under:

(a) **Common Areas and Facilities:-**

The following areas/facilities will be for the benefit of the Allottees in the building:-

- (i) Entrance lobby and foyer of the building;
- (ii) Elevators and its equipment and other ancillaries installed in the building as also the elevator shaft;

- (iii) Compound (including internal roads) of the said building i.e. the open area comprised in the said immovable property described in the First Schedule hereunder written but excluding the covered / open / stack / puzzle / mechanical car-parking / spaces in such compound, which are or may be designated as appurtenant / to be appurtenant to the respective flats in the said building and also subject to proper access to reach such parking spaces;
- (iv) The staircases of the building, including landings and mid-landings, for the purpose of ingress and egress of the Allottees / occupants and visitors to such building but not for the purpose of storing or for recreation or for residence or for sleeping;
- (v) The terrace above the top floor of the building, will be for being used for common purposes like putting up antennae and for being used as an open terrace by the members owning flats in such building but not for putting up any construction or as a play area or for pounding of “masala” or any such objectionable use;
- (vi) Overhead (OH) and Underground (UG) water tanks for the building and the water pumps and ancillary equipment thereof;
- (vii) The septic tanks, if any, Sewage Treatment Plant (including the reservoirs for grey/raw water and treated water), water pipes and other services providing facilities to the building on the said immovable property;
- (viii) Back-up power supply system/equipment for essential services;
- (ix) Refuge area as may be constructed by the Promoter in the building with access only from the landing level of the particular floor in such building which will be for the common use of the residents of such building;
- (x) Watchmen’s cabin and toilet if constructed by the Promoter;
- (xi) Common water Reservoir and pumps and other ancillaries connected therewith in common with Tower A & B;
- (xii) Fire Fighting System;

- (xiii) Fire Fighting Water Reservoir;
- (xiv) Diesel Generator;
- (xv) Water supply and drainage and electricity mains upto the individual immovable property;
- and
- (xvi) Power Infrastructure.

The Allottee will have a proportionate undivided interest in the above.

Note: - The items referred to in this sub-clause 36(a) and any other amenity / facility, as the Promoter may decide, will be provided suitably for a building/ group of buildings as may be decided by the Promoter and will form part of the common areas and facilities of all such buildings even though these common areas and facilities may be located outside the said immovable property. These facilities may be located within or outside the said immovable property. It is however clarified that if such facilities and/or services, serve one or more buildings all expenses in relation to maintaining, repairing, replacing and otherwise shall be borne and paid proportionately by all the owners of the flats in the respective building which are serviced by such amenities, services and facilities. Access to the common areas / facilities (or some of them) referred to in sub-clauses (vi), (vii), (xi), (xii) (xiii) and (xv) above shall be from the area shown shaded blue on the said Plan A.

(b) Limited Common Areas and Facilities:-

- (i) Landing in front of the elevators on the floor on which the particular flat is located, as a means of access to the flat but not for the purpose of storing or sleeping or as recreation area etc.
- (ii) The landing described in (i) above is meant for use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

- (iii) The service shaft within the said premises which is not part of the carpet area of the said premises is a facility for the maintenance, repair and or replacement of the drainage, water pipes and other services and facilities passing it.

The Allottee will have a proportionate undivided interest in the above.

(c) **Special Limited Common Areas and Facilities:**

Covered / open / stack / puzzle / mechanical car parking space/s in the building and on the said immovable property which are or may be designated as appurtenant to a particular flat.

The Allottee shall have full and exclusive interest in the above and shall be entitled to use and occupy the above to the exclusion of all other persons.

- 37. All payments, required to be made to the Promoter under this Agreement, shall be by Account Payee Cheques/Pay Orders/RTGS and no payment made otherwise than as aforesaid shall be valid or binding against the Promoter. Further, no receipt for any payment shall be valid or binding unless it is issued by the Promoter on its printed letter-head/receipt form, and the cheque has been realised.
- 38. At different locations on the Composite Holding recreation garden/s and/or club-house and/or swimming pool and/or other recreational facilities / amenities are / will be made available. It is agreed and declared, as essential and integral terms and conditions of this Agreement that it shall be in the discretion of the Promoter,
 - (i) To decide as to what recreational and other amenities are to be provided by the Promoter to the Allottee.
 - (ii) To shift / vary the location/s of the different components of the recreational and other amenities.
 - (iii) For optimum utilization of the recreational and other amenities, the Promoter (or the person authorised to operate/manage the Areas and Facilities) shall determine the time / period when a particular group/s of the owners/occupants of the units/flats shall be entitled to use all or

some of the Areas and Facilities and the charges if any that will be payable for use of such recreational facilities and amenities.

- (iv) It is further clarified, that it shall be at the sole discretion of the Promoter to determine if some of the recreational and other amenities shall be for the exclusive use of a particular group of buildings. The Allottee hereby expressly agrees and consents to abide by the decision of the Promoter in this regard. Further the Allottee agrees not to raise any objection or to do or omit to do any act of commission or omission whereby the aforesaid right of the Promoter is in anyway limited, restricted, hampered or diluted.
- (v) The Allottee agrees that if and when the Promoter puts up building/s on one or more contiguous plot/s the facilities enumerated above will also be available to the Purchasers/occupants of such building/s.
- (vi) The terms, conditions and covenants referred to in the Third Schedule hereto annexed shall be applicable.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hand the day and year first hereinabove written.

SIGNED AND DELIVERED by the
within-named Promoter WEST PIONEER
PROPERTIES (INDIA) PRIVATE LIMITED
by the hand of its Director / Authorised
Executive Mr. _____ in
the presence of

SIGNED AND DELIVERED by the)
withinnamed Allottee)
(1) _____)
(2) _____)
(3) _____)

in the presence of

RECEIVED from the within named
Allottee a sum of Rupees _____

)
) Rs. _____/-
)
)
)
)

under clause 3 above

Witness:

We say received

West Pioneer Properties (India) Private Limited
(Authorised Signatory)

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THE FIRST SCHEDULE ABOVE REFERRED TO:

Land admeasuring approximately 8937 sq. metres being part of CTS no. 2 (Tikka No.2-5) and City Survey no. 421 (part) both of Village Netivli, Taluka Kalyan, District Thane within the jurisdiction of Kalyan Dombivali Municipal Corporation in the Registration Sub-District and District of Kalyan.

NOTE: The land described hereinabove is only a part of CTS no.2 and part of CTS no.421, both bearing Survey no. 35(part).

THE SECOND SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES

1	STRUCTURE	Seismic designed R.C.C. frame structure with brick / concrete blocks walls, both sides plastered.
2.	PODIUM (approximately admeasuring 70,000 sq. ft.) having:	a. Skating ring b. Play Area c. Jogging Track d. Table Tennis Table (one) e. Pool Table (one); f. Outdoor Exercise equipment; g. Outdoor sitting area; h. Water Fountain;
3.	THREE LEVEL PARKING	
4.	RAIN WATER HARVESTING	
5.	FIRE FIGHTING AND ALARM SYSTEM	
6.	AIR CONDITIONED ENTRANCE LOBBY	
7.	COMMON SERVANT / DRIVERS TOILET	

8.	SECURITY SYSTEM:	<ul style="list-style-type: none"> • CCTV for the building as maybe determined by the Promoter; • Boom Barriers with RFID for Parking; <p>It is clarified that the Podium shall be maintained in such a manner so as to ensure that there is free movement for the fire tender(s).</p>
9.	FIXTURES AND FITTINGS WITHIN THE PREMISES	
	FLOORING:	Vitrified tile flooring.
	KITCHEN:	Modular Kitchen with Chimney.
	TOILET:	Toilets with anti-skid Vitrified tile flooring, and Granite counter with wash basin, sanitary fittings (Jaquar /Kohler or equivalent) and CP fittings.
	RAILINGS:	M.S. Railings with oil paint.
	DOORS:	Main door will be flush door with both sides laminated. Bedroom Door will be flush door with both side laminated. Toilet doors will be FRP flush doors.
	PAINTING:	Acrylic paint on internal walls and on the ceiling of the flat. External walls will be painted with cement paint.
	ELECTRICALS:	Concealed copper wiring with modular switches.
	PLUMBING:	The internal plumbing will be concealed type and external will be open type.
	WINDOWS:	Anodized sliding windows in Living room, Bed rooms and Kitchen. The Toilets shall have aluminium louvered windows.

LIFTS/ELEVATORS:	With backup power.
BOUNDARIES	The boundary walls and/or railings will be provided by the Promoter as per its drawing and design. The lease will contain a covenant on the part of the Society not to alter the design or layout of the compound walls / railings. The lease will also contain a covenant from the Society not to put up any hoarding on or near the boundary walls.
Panic Alarm button (for individual flats);	
Video Door Phone (for individual flats main door);	
Intercom for individual flats;	
Bio metric access (for individual flats main door);	

Note:

1. Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during fixing of tiles, to minimise perceptible shade variations, the Promoter, shall not be held liable in any manner whatsoever, for the same.

- i. Variation in shade of paint could occur especially when a wall is retouched and the Promoter shall not be held liable in any manner whatsoever for the same.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Terms, Conditions and Covenants to be observed by the Allottee / Society.)

1. All access roads / internal roads in the layout (except those that are within the said immovable property) will be common to and serve the various buildings on the Composite Holding, as also the users of the recreational and other amenities.
2. All carriageways are intended to be kept unobstructed and free from any parking or placing of any materials at all times.
3. The septic tanks / soak – pits and underground tanks of the said buildings, sewage treatment plant and other amenities listed in Statement “C” may be located within the area of recreation gardens or at any other suitable place outside the said immovable property but within the Composite Holding as may be decided by the Promoter. In such an eventuality the aforesaid facilities, amenities and services shall form part of the Common Areas and Facilities of such building/s who they service and which building/s alone shall be responsible and liable for maintaining, replacing and or repairing such amenities, facilities and services and restoring the recreation garden/amenities that may be damaged or affected while the aforesaid works are being carried out by the Society.
4. The drainage / sewerage lines of the buildings on the Composite Holding and the electric cables, telephone lines and storm water drains serving the various buildings on the Composite Holding may ultimately run under / across or along the access road, internal feeder roads or otherwise as may be decided by the Promoter. However, those may also pass through / under the open spaces/ recreation gardens around the several buildings as may be determined by the Promoter. In such an eventuality the aforesaid facilities, amenities and services shall form part of the Common Areas and Facilities of the building/s which they service who alone shall be responsible and liable for maintaining, replacing and/or repairing such amenities, facilities and services and restoring the open spaces/ areas etc. that may be damaged or affected while the aforesaid works are being carried out by the respective Society.

5. The Allottee / Society shall abide by the rules and regulations that may be finalized by the Promoter and/or the operator of such facilities regarding / in relation to club house and such other common recreation amenities / facilities are provided /made available.
6. The Allottee / Society will be obliged, to contribute proportionately towards the cost of repairs to and maintenance of the common roads, common garden, lighting, common pipes and other common amenities referred to above.
7. Electrical switching station/s as required by M.S.E.D. Company Limited or other utility company may be provided at the location/s, (to be allotted by the Promoter) on the Composite Holding and will serve the buildings on the Composite Holding as also the adjoining properties in the neighbourhood, as may be required by M.S.E.D. Company Limited or the other utility company.

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STATEMENT “A”

The building named Metro Grande -Tower “C & D” have been sanctioned at present as having a lower ground floor, upper ground floor, ground floor, stilts and 28 upper floors. The Revised Commencement Certificate is dated 28th June 2017 bearing no. KDMC/NRV/BP/KV-2012-13/242/73.

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STATEMENT “B”

- (1) The Architects are Lewis & Hickey India Private Limited.
- (2) The Structural Engineers are Sanghvi and Associates Consultants Private Limited.
- (3) Mr.V.V Modak is the liasoning Architect.

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STATEMENT “C”

Areas which the Promoter will continue to retain with itself or may transfer to such person/s as it may choose and will NOT be leased to the Co-operative Society referred to in this Agreement, but the limited use (as determined at the sole discretion of the Promoter) whereof the Allottee shall have.

Internal roads / feeder roads (a portion / part of which is shown shaded Burnt Sienna) on Plan A;

Recreation / Garden Areas / Jogging Track being original RG nos. 1, 8 and 9 now renumbered as RG.1(part) (shown shaded light green) and RG no.2 on Plan A;

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STATEMENT “D”

(Referred to in clause 25 (A) (ii) of the Agreement)

- (1) The Lease will be of the said plot admeasuring approximately 8937 sq. mtrs. shown bounded red on Plan A hereto annexed (on which Towers C and D are to be constructed by the Promoter).
- (2) The Lease referred to in clause 1 above (hereinafter referred to as “document of title”) will be drafted by M/s. A.H. Parpia & Company as Advocates and Solicitors or other lawyers for the Promoter and will contain such terms, provisions, covenants and conditions as M/s. A.H. Parpia & Company or other lawyers for the Promoter may consider appropriate (in keeping with the provisions of this Agreement), including the following,
 - (a) The tenure of the lease will be “in perpetuity”,
 - (b) The grant of title (under the document of title) will be limited to the area of the said immovable property shown bounded red on plan A.
 - (c) The lease-rent payable will be a token sum of Re.1/- (Rupee One) per year, commuted on payment of a lumpsum of Rs.100/- (Rupees One Hundred).
 - (d) All municipal taxes, cesses and other imposts in respect of and/or pertaining to the said immovable property and/or the buildings and structures and/or the construction standing thereon, shall be borne and paid by the Co-operative Society and its members.
 - (e) The Promoter shall covenant that the Promoter and its successors-in-title shall not put up any further construction on any location on the remaining area of the Composite Holding which impinges upon the rights of the Co-operative Society in respect of the said immovable property described in the First Schedule hereunder written.
 - (f) The Promoter and its successors-in-title shall be entitled to develop and re-develop such remaining area of such Composite Holding for commercial and/or any other purpose as may be permitted by law from time to time, but subject to the limitation or restriction under clause (e) above.

- (g) The members of the Society, will have the privilege of using the designated areas, open spaces / recreation grounds listed herein for a limited period and on the terms and conditions stated in this Agreement and as may be determined by the Promoter on payment of charges to be determined by the Promoter or its successor-in title as the case may be, from time to time; but will not be entitled to claim any right or interest in any other portion/s of the rest of the area of the Composite Holding.
- (3) The Society shall have access over in common with other, under or along the internal feeder road shown shaded burnt sienna on the said Plan A.

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