

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at [•] this [•] day of [•], 20[•].

BETWEEN

M/S. R. R. BUILDERS, a Partnership firm, having its office address at Ruparel IRIS, 14th Floor, Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016; 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 the partner or partners for the time and from time to time constituting the firm and the survivor or survivors of them and their heirs, executors and administrators of the last survivor of them and his/her/their assigns) of the **FIRST PART**;

AND

Mr./Mrs./M/s. [•], having his/her/their address at [•], hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

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

WHEREAS:

- A. The Governor of Maharashtra (as per Property Card) is the Owner/Lessor of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing admeasuring 9,197.43 square meters or thereabouts bearing New C.S. No. 1D/716 of Mazgaon Division, lying and being situate at Keshavrao Laxman Borkar & Harish Palav Marg, known as "Chunilal Mehta Compound", D.P. Wadi, E Ward, Ghodapdeo, Mumbai 400027 in the Registration District and Sub-district of Bombay City (hereinafter referred to as said "**Property**").

B. By a Registered Consent Decree dated 09.04.1984 passed by the High Court Bombay in Suit No. 1403 of 1982 duly registered with the Sub-Registrar of Assurances under sr. no. 1874/84 through which the Promoter is a lessee and is seized and possessed of and/or otherwise well and sufficiently entitled to the leasehold right, title and interest in respect of all that piece and parcel of Collector Land admeasuring 9,197.43 square meters or thereabouts situated at Ghodapdeo along with the structures standing thereon, bearing New C.S. No. 1D/716 of Mazgaon Division in the Registration District and Sub-district of Bombay City and more particularly described in the **FIRST SCHEDULE** hereinunder written and shown delineated with RED Color boundary line on the plan of the said Property, annexed hereto and marked as **Annexure "A"**.

C. The said Property is fully occupied by 226 Tenants (Two Hundred and Twenty-Six) viz; 206 (two hundred and six) residential tenants, 2 (two) commercial units, ad 18 (eighteen) retail units (collectively as "**Tenants**"), who are eligible to be rehabilitated under the provisions of the Development Control and Promotion Regulations 2034 ("**DCPR-2034**"). The said Tenants have formed 2 (two) proposed Societies namely (i) Shilpakar Sahakari Grihanirman Sanstha (Prop.), & (ii) Navdeep Sahakari Grihanirman Sanstha (Prop.) (hereinafter referred to as the said "**Societies**"). The Promoter through separate writings entered into with the Tenants and in accordance with said writings the Promoter shall allot permanent alternate accommodation, in the rehab building/s, proposed to be constructed on the said Property.

D. The Promoter has obtained No Objection from the Collector of Mumbai vide No Objection Letter bearing No. CSLR/2/MAZGAON/CS1/716/09/999, dated 5th October 2009, for the development of the said Property, on the terms and conditions contained therein.

E. Furthermore, the Promoter is entitled to develop the said property *inter alia* under the No Objection dated 30th August 2011, bearing reference no. R/NOC/F-1962/4415/MBRRB-11 issued by the Mumbai Building Repairs and Reconstruction Board ("**MBRRB**"), on the terms and conditions contained therein ("**MBRRB NOC**"). Further Revised No Objection Certificate dated 1st December 2022, bearing reference no. R/NOC/F-1962/9056/MBRRB-2022 issued by the MBRRB ("**Revised NOC**"), a copy whereof is hereto annexed and marked as **Annexure "B"**.

F. By and under a Development Management Agreement dated 9th April 2012 (herein referred to as the "**DMA**"), read with the First Supplemental Agreement dated 3rd October 2013, Second Supplemental Agreement dated 29th June 2015, and Third Supplemental Agreement dated 23rd October 2015, made and entered into by and between the Promoter herein (therein referred to the **R.R. Builders/Owner/Lessee**) and Godrej Projects Development Limited ("**GPDL**") (a wholly owned subsidiary of Godrej Properties Limited) (formerly known as Godrej Projects Development Private Limited) (therein referred to as the **GPDPL/Development Manager**), the Promoter herein appointed the said GPDL for managing, facilitating, assisting and supervising

through the contractors, the construction and development of the said Property which construction and development shall be undertaken by such contractors and availing of GPDL's considerable skill and expertise in the business of design, conceptualisation and planning of redevelopment of the said Property and being also desirous of having the GPDL's brand name associated with the development of the said Property, at or for the consideration and upon the terms and conditions mentioned thereunder. Pursuant to a Consent Terms dated 2nd November 2022 ("**Consent Terms**"), filed before the Hon'ble High Court in Commercial Execution Application (L) No. 8570 of 2022, the Promoter herein and said GPDL mutually resolved all the disputes and differences, for the terms and conditions recorded therein and said Consent Terms are admitted and taken on record by the Hon'ble High Court vide its Order dated 18th November 2022.

- G.** The Promoter for the purpose of carrying out the redevelopment of the said property has obtained from the Executive Engineer (Building Proposals), Mumbai Municipal Corporation of Greater Mumbai (**MCGM**), Intimation of Disapproval ("**IOD's**") dated 7th September 2013, which was further amended on 8th December 2022, for proposed Tenant Building No. 1 and Sale Building No. 2 ("**Amended IOD**"), a copy is hereto annexed and marked as **Annexure "C"** and have also issued a Commencement Certificate ("**CC**") dated 26th November 2015, under the aegis of Development Control Regulations, 1991.
- H.** The MCGM, under the DCPR-2034, has *inter-alia* sanctioned the layout as per the amended plans submitted by the Promoter, bearing No. EB/6725/E/AL/302 dated 8th December 2022 ("**Amended Layout**"). As per the amended layout, the Promoter shall develop a Tenant Building, Sale Building including an area admeasuring 446.67 sq.mtrs in respect of road set-back, on the said Property which shall be handed over to MCGM as per the policy, a copy whereof is hereto annexed and marked as **Annexure "D"**.
- I.** The Dy. Chief Fire Officer (R-I), MCGM, after perusing all the relevant documents has approved and issued revised Fire NOC bearing reference no. EB/6725/E/AL-CF0/1/New dated 16th October 2022, a copy whereof is hereto annexed and marked as **Annexure "E"**.
- J.** The development of the Building No. 1/ Phase I *inter alia* comprising of 3 (three) wings designated as Wing A and Wing B consisting of Ground Floor and 23 upper residential floors ("**Tenant Building**"), which shall be handed over by the Promoter to the Tenants in accordance with the separate writings entered into by and between the tenants and the Promoter. Wing C consisting of Ground Floor and 23 upper residential floors ("**MHADA Portion**"). The Promoter shall hand over duly constructed area reserved for rehabilitation and resettlement to the MGCM and MHADA as per the DCPR-2034.
- K.** The development of the said Building No. 2 / Phase II *inter alia* comprising of A, B and C Wing, consisting of Ground Floor as partly commercial premises and partly car parking/s

+ 1st Floor Podium consisting of partly commercial premises and partly car parking/s + 2nd to 10th Levels Podium Parking/s, 11th Floor Podium for Amenities and 12th to 40th or more residential upper floors , subject to sanction and permission to be obtained from the concerned authorities ("**Sale Building**").

L. The development of the said Sale Building known as "**RUPAREL VIVANZA**" on the said Property and proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project' ("**the Real Estate Project / Building**") 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. P51900003595** for the Project, on 15th December 2022 and a copy of the RERA Certificate is annexed and marked as **Annexure "F"** hereto.

M. The Promoter has got some of the approvals as mentioned hereinabove, from the concerned authority/ies to the plans, the specifications, elevations, sections and of the redevelopment of the said Property and shall obtain balance approvals from various authorities from time to time so as to obtain the Building Completion Certificate or Occupancy Certificate of the said Sale Building and/or the said Real Estate Project/Building.

N. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the said Property. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

O. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, is briefly stated below:

(i) The name of the Real Estate Project shall at all times be "**RUPAREL VIVANZA**" and may be changed as the Promoter may deem fit.

(ii) The Promoter proposes to construct the said Sale Building on the said Property. The construction and development of the Real Estate Project is presently sanctioned in the manner stated *inter-alia* in the Amended IOD (defined hereinabove), which shall be amended, modified, revised, varied, changed from time to time.

- (iii) Total FSI including fungible FSI of approximately **46946.92** square metres or thereabouts has been proposed and the same shall get consumed/utilized as per the approvals/sanctions from time to time, in construction and development of the Real Estate Project.
- (iv) The Promoter shall provide certain identified internal amenities in the Units/Flats/Premises, a list whereof is more particularly set out in the **Second Schedule** hereunder written along with the specifications thereof ("**Internal Amenities**").
- (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**") and shall be provided on any of the floors of the Real Estate Project / Building, subject to approval from competent authorities. The amenities as listed in **Third Schedule** hereunder written are nomenclated as such by the Promoter for identification purposes only and no other meaning/interpretation/construction shall be construed thereof and/or applied thereto. Such nomenclatures are suggested by the design architects of the Promoter to enable the Allottee/s to imagine the nature of such amenities which the Promoter intends to offer in the Real Estate Project. The words and nomenclature used for any of the Real Estate Project shall not be read / construed / interpreted in any manner whatsoever or howsoever as any representation/s or assurance/s accorded by the Promoter to the Allottee/s. The images / brochures as provided by the Promoter and/or its representatives to the Allottee/s of such Real Estate Project Amenities are only for the purpose of providing an imaginary view of such amenities to the Allottee/s, and the same shall not in any circumstances be construed or interpreted in any manner as representation/s or assurance/s accorded by the Promoter to the Allottee/s.
- (vi) The Promoter shall be entitled to put hoarding/boards of their brand name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace / car parking tower of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary

infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(viii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in this agreement.

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

P. The Allottee/s is/are desirous of purchasing a residential unit more particularly described in the **Fourth Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "**said Premises**"). The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure "G"** hereto.

Q. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.

R. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.

S. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

(i) All title documents by which the Promoter has acquired right, title and interest to develop the Real Estate Project;

(ii) Relevant approvals and sanctions received from relevant authorities for the development of the said Property, Real Estate Project including layout plans, building plans, floor plan, IOD, CFO etc. and such other documents as required under Section 11 of RERA;

(iii) All the documents mentioned in the Recitals hereinabove;

(iv) The copies of the Property Card for the said Property is annexed and marked as **Annexure "H"** hereto; and

(v) Title Certificate of _____, Advocates & Solicitors ("**Title Certificate**"), Dated _____ certifying the right/entitlement of the

Promoter, a copy whereof is annexed hereto and collectively marked as **Annexure "I"**.

- T. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- U. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- V. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project / said Property and such title being clear and marketable; (ii) the approvals and permissions obtained till date and (iii) the Promoter's entitlement to develop and construct the Real Estate Project under various provisions of the Development Control Regulations for Greater Mumbai, 1991 ("DCR 1991"), the Development Control and Promotion Regulations for Greater Mumbai, 2034 ("DCPR 2034") and as applicable under the provisions of law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Real Estate Project / said Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.
- W. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Fourth Schedule** hereunder written.
- X. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- Y. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the **Fourth Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Price (defined below) as more particularly described in the **Fourth Schedule** hereunder written (the payment and receipt whereof the Promoter both hereby admits and acknowledges).

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

AA. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and acquire, the said Premises.

BB. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

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

Annexure	Particulars
Annexure "A"	Plan of the said Property
Annexure "B"	Revised NOC
Annexure "C"	Amended IOD
Annexure "D"	Amended Layout
Annexure "E"	CFO NOC
Annexure "F"	Revised RERA Certificate
Annexure "G"	Plan of the said Premises
Annexure "H"	Property Card
Annexure "I"	Title Certificate

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

1. INTERPRETATION

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove including at Recital O, and as approved by the MCGM from time to time.

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

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

- 3.1** The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the **Fourth Schedule** hereunder written and as shown in the floor plan annexed and marked **Annexure "G"** hereto, at and for the Sale Price (as defined below) more particularly mentioned in the **Fourth Schedule** hereunder written.
- 3.2** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, podium and/or mechanical car parking space/s, ("**Car Parking Space/s**") to park the Allottee/s own vehicle and for no other purpose whatsoever and more particularly mentioned in **Fourth Schedule** hereunder written at and for the price included in the Sale Price (as defined below) more particularly mentioned in the **Fourth Schedule** hereunder written. The Allottee/s is/are entitled to park his/her/ their car/s in the car parking tower and/or the podium and/or mechanical car parking space/s as the case may be, to be constructed on the said property in mechanical arrangement on first cum first serve basis and therefore the exact location cannot be identified by the Promoter.
- 3.3** The Sale Price for the said Premises and the **Car Parking Space/s** is mentioned in the **Fourth Schedule** hereunder written ("**the Sale Price**").
- 3.4** The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the **Fourth Schedule** hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly mentioned in the **Fifth Schedule** hereunder written.
- 3.5** In addition to the Sale Price and the charges and amounts as mentioned in the **Sixth Schedule** and **Seventh Schedule** hereunder written, the Allottee/s shall also bear and pay all the indirect taxes including consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax 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 Real Estate Project and/or with respect to the 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, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable 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/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. In the event of any change in law or tax rate post signing of the contract/agreement to sale, including the introduction of new levy under any law for the time being in force or restriction of input tax credit of GST, resulting in cost escalation; Promoter reserves the right to renegotiate the contract/agreement price such that the net impact of GST/additional cost gets factored in the base price.”

- 3.6** The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority, increase in area of the said premise, 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/s 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/s, which shall only be applicable on subsequent payments.
- 3.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (Three per cent), then, the Promoter shall refund the excess money paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.
- 3.8** The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 10 (Ten) days of the Promoter's said written demand, without any delay, demur or default.

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

3.11 The Allottee shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

4. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER

The Allottee/s agree(s), declare(s) and confirm(s) that,-

4.1 Title:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter to the Real Estate Project / Said Property and the entitlement of the Promoter to develop the Real Estate Project. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

4.2 Approvals:

4.2.1 The Allottee/s has/have satisfied himself / herself / itself / themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project/ Said Property.

4.2.2 The Allottee/s has/have satisfied himself/ herself / itself / themselves with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout

thereof, IOD's, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Third Schedule** hereunder written).

- 4.2.3 The Allottee/s has/have satisfied himself / herself / itself / themselves with respect to the Internal Amenities to be provided in the said Premises, as listed in the **Second Schedule** hereunder written.
- 4.2.4 The Allottee/s has/have satisfied himself / herself / itself / themselves with respect to the designs and materials for construction of the Real Estate Project on the Said Property.
- 4.2.5 At present, the Promoter estimates that the full and maximal development potential of the Real Estate Project as mentioned at Recital O. The aforesaid development potential may increase during the course of development of the Real Estate Project, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.
- 4.2.6 The Promoter currently envisages that the Real Estate Project Amenities shall be provided in the Real Estate Project building itself (as mentioned at Recital O above). Whilst undertaking the development of the Real Estate Project to its full and maximal potential as mentioned at Recital O above, there may be certain additions/modifications to the Real Estate Project Amenities and/or relocations / realignments / re-designations / changes, and the Allottee hereby irrevocably consents and agrees to the same.
- 4.2.7 As mentioned at Recital O above, the Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the Real Estate Project being undertaken by the Promoter and / or the Confirming Party and pursuant thereto, find no inconsistency in the development/construction of the Real Estate Project / Said Property, and also in compliance of applicable laws including but not limited to the DCPR.

4.3 Construction & Finishing:

- 4.3.1 The Promoter may appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third-party contractor(s) for the rectification of the defect(s).
- 4.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs / beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in

finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.3.3 All materials as applicable including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.4 Rights and Entitlements of the Promoter & Nature of Development of the Real Estate Project / Said Property:

The Allottee/s unconditionally agree(s), accept(s), consent(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 4.4 in accordance with what is stated at Recital O hereinabove:-

4.4.1 The Promoter shall be entitled to develop the Real Estate Project / Said Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

4.4.2 The Promoter shall be exclusively entitled to utilise, exploit and consume the Full Development Potential (including by way of FSI and TDR nomenclatured in any manner including additional / incentive / special / premium / fungible / compensatory FSI), as well as any further / future development potential capable of being utilised on the Real Estate Project / Said Property and/or any part thereof, as the case may be, (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit.

4.4.2.1 Develop the Real Estate Project / Said Property and construct the building(s) thereon including the Real Estate Project and the common areas, facilities and amenities disclosed and indicated herein;

- 4.4.2.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- 4.4.2.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the IOD and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Real Estate Project / Said Property (both inherent and further/future) at present and in future;
- 4.4.2.4 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the amenities, common areas, facilities in Real Estate Project;
- 4.4.2.5 To apply for and obtain amended / substituted / revised / modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Real Estate Project / Said Property as stated in this Agreement;
- 4.4.2.6 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Real Estate Project / Said Property;
- 4.4.2.7 To construct, develop and raise additional levels, floors and storeys in the Real Estate Project and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.2.8 To construct lesser number of upper floors (from what is disclosed in Recital O above) in respect of the Real Estate Project, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.2.9 To construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other authority/ies;
- 4.4.2.10 Construct site offices/sales lounge on the Real Estate project / said Property (or part thereof) and to access the same at any time;
- 4.4.2.11 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the Real Estate Project / Said Property;
- 4.4.2.12 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units / premises / spaces / areas in/on the Real Estate Project / Said Property and all its right title and interest therein;

4.4.2.13 To allot and grant car parking spaces in/on the Real Estate Project / Said Property to allottee/s of units/premises in/on the Real Estate Project;

4.4.2.14 To grant or offer upon or in respect of the Real Estate Project / Said Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Real Estate Project / Said Property.

4.4.2.15 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Real Estate Project / Said Property. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of flats / units / premises in the Real Estate Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto.

4.4.2.16 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the said property and any construction thereon including the Real Estate Project, including to view and examine the condition and state thereof;

4.4.3 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Real Estate Project, the Real Estate Project Amenities and/or the said property or any part thereof, as the case may be, including any common areas facilities and amenities on such terms and conditions as it may in its sole discretion deem fit.

4.4.4 Subsequent to the conveyance to the Society as stated at Clause 10.2 below and completion of development of the Real Estate Project and / or the said Property, the Promoter will retain air rights (including the air rights above the Real Estate Project) for branding and designation of the Promoter with respect to the development of the Real Estate Project and / or the said property. The conveyance to the Society as stated at Clause 10.2 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and / or the said Property and the right to designate and brand the development of the Real Estate Project as a 'Ruparel' project.

4.4.5 Subsequent to the conveyance to the Society as stated at Clause 10.2 below and completion of development of the Real Estate Project and / or the said Property, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project and / or the said Property including on the terrace and/or on the parapet wall and/or on the said Property, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Real Estate Project and / or the said Property as the case may be. Subsequent to the conveyance to the Society as stated at Clause 10.2 below and completion of development of the Real Estate Project and / or the said property, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project and / or the said Property respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

4.4.6 The Promoter shall be entitled to designate any spaces / areas on the the Real Estate Project and / or the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon/therein. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. 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 by occupants of units/premises in the Real Estate Project and / or the said Land, as the case may be. The Promoter and its workmen / agents / contractors / employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the said Land.

4.4.7 The name of the Real Estate Project shall always be as may be decided by the Promoter and shall not be changed without the prior permission of the Promoter. The Allottee hereby give his/her/ its / their irrevocable and unconditional consent to the Promoter to change the name of the Real Estate Project as the Promoter may deem fit and proper.

4.4.8 In the event any flats / premises / spaces / areas in the Real Estate Project are unsold / unallotted / unassigned even after formation of Society and / or execution and registration of the conveyance to Society as stated at Clause 10.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake sales, marketing etc. in respect of such unsold areas as stated hereinabove. It is clarified that the

Promoter shall not be liable or required to pay any outgoings, maintenance and other charges by whatever name called including any other amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium in respect of such unsold premises and/or as may be ascribable to such unsold premises and any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

4.4.9 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he / she / it / they shall not undertake any civil works / fit out works in such areas within the said Premises, and/or permanently cover / conceal such areas within the said Premises, nor shall in any manner restrict the access to the water / drainage pipes and/or damage the water / drainage pipes.

4.4.10 Without prejudice to what is stated at Clause 7.3 (*Transfer of the said Premises*) below, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

4.4.11 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

5. PAYMENTS

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 10 (ten) days of the Promoter's said written demand, without any delay, demur or default.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque / demand draft / pay order / wire transfer / RTGS / NEFT drawn in favour of / to the account of the Promoter, which account is detailed in the **Fourth Schedule** hereunder written.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (*Loan & Mortgage*) below, 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 herein.

5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated at Clause 16 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

5.1.6 The Promoter shall always have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.

5.1.8. Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall be entitled to at his own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, 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/s fail(s) 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 the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the dispatch of the Promoter Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in Clause 5.1.10 and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit 20% (Twenty Percent) of the Sale Price ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation as stated in Clause 5.1.10 herein below in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Forfeiture Amount, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes including GST , stamp duty and registration charges that may be levied on this transaction, this Agreement, the said Premises, the adjustment of Forfeiture Amount, the refund to be made by the Promoter in accordance with this Clause in 12 (twelve) equal monthly instalments. Further, if the sale price of such subsequent re-sale and transfer of the said Premises to another allottee/s is less than the Sale Price herein, then, the difference between the sale price of such subsequent re-sale and transfer of the said Premises and the Sale Price herein shall also be deducted from the paid-up Sale Price, if any, and only the resultant balance shall be refunded without interest by the Promoter to the Allottee/s. It is explicitly agreed between the Parties that the Allottee shall without any protest accept the above said refund amount without any interest and further waives all his/ her/their/its rights to demand/claim interest on the paid-up sale price.

5.1.9. Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion deem fit.

5.1.10. Upon the events contemplated in Clause 5.1.8 occurring and the Promoter terminating the Agreement herein, and refunding to the Allottee the amount liable to be refunded in terms of the said Clause 5.1.8, the Promoters shall be entitled in the name of the Allottee to make and execute a Deed of Cancellation recording the cancellation of the rights agreed to be sold by the Promoter to the Allottee. The Allottee/s hereby by this Agreement irrevocably constitutes the Promoter as his/her/their Attorney with right power and authority to thereupon execute, register and / or to do all such acts, matters and things as may be ancillary and incidental thereto for effecting such Deed of Cancellation on behalf of the Allottee/s; the Allottee/s covenants with the Promoter that any exercise of such power shall be binding on him and on all persons claiming by under or through him/her/them, and he/she shall not in any manner interfere with or obstruct the exercise by the Promoter (through their nominees) of such power, nor shall he/she do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee/s is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee, the Allottee shall be entitled to pursue his/her/their remedy against the Promoter in damages but any such exercise of power by the Promoter (through their nominees) of such power shall be binding on the Allottee/s and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoter / and the Allottee/s. It is explicitly agreed between the Promoter and the Allottee/s that Upon the events contemplated in Clause 5.1.8 occurring and the Promoter terminating the Agreement herein, and refunding to the Allottee the amount liable to be refunded in terms of the said Clause 5.1.8, the Allottee/s shall handover original copy of this Agreement to the Promoter within 7(Seven) days from the date of being called upon to do so, failing which the Promoter shall be free to take any legal action against the Allottee/s in the manner the Promoter deems fit and proper at the sole cost and expenses of the Allottee.

5.1.11. Further if the Allottee/s has availed of a loan from the Bank / Housing Finance Institution in respect of the said Premises, the Promoter in effecting the cancellation pursuant to the right and authority vested in them hereunder, shall negotiate, settle and thereafter remit to the Bank / Housing Finance Institution to the account and credit of the Allottee/s the amount paid by the Bank / Housing Finance Institution to the

Promoter towards and on account of the said Premises against the Bank / Housing Finance Institution issuing a release and discharge of their claims against the said Premises, the security created in respect thereof and handing over the original Agreement for sale to the Promoter. The Promoter shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution. In such event, if the Bank / Housing Finance Institution have any claim over and above such amounts received from the Promoter, the Bank / Housing Finance Institution shall claim and recover the same from the Allottee, and no such claim shall attach to the said Premises or against the Promoter. Further the Promoter shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent upon cancellation, by recourse to their other remedies in law.

- 5.1.12. For the purpose of Clause 5.1.8 to 5.1.11 referred herein above, the dispatch of post-dated cheques by the Promoter of such amount as liable to be refunded in 12 monthly installment in accordance to Clause 5.1.8 herein above, drawn in favor of the Allottee to the address of the Allottee as recorded in Fourth Schedule hereof shall be sufficient compliance of all obligations owed by the Promoter in that behalf. The Allottee confirms that on the Promoter's dispatching such post-dated cheques and / or executing a Deed of Cancellation by recourse to the powers conferred upon the Promoter by the Allottee under this agreement (as hereinabove referred), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and the Allottee/s shall not have any right, title, interest or claim of any nature whatsoever on or with respect to the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.
- 5.1.13. The details of the respective Permanent Account Numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the **Seventh Schedule** hereunder written.

5.2 **Loan & Mortgage:**

- 5.2.1 The Allottee/s 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/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.
- 5.2.2 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/s. The

Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- 5.2.3 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 Price and balance other amounts payable by the Allottee under this Agreement, and shall also observe and be compliant with the terms of Clause 5.1.3 of this Agreement.
- 5.2.4 It is explicitly agreed between the Promoter and the Allottee that the Allottee shall raise / avail loan from the Bank/Housing Finance Institution on their own without any assistance of the Promoter and shall not at any time hold the Promoter liable and / or responsible, in case the Bank/ Housing Finance Institution rejects / refuses to grant loan to the Allottee on account of any reason. It is also agreed between the Promoter and the Allottee that, the Allottee shall not delay and / or default in payment of installment of Sale Price on account of delay / refusal of disbursement of loan amount by the Bank/ Housing Finance Institution. In case of delay and / or default in payment of installment of Sale Price, the provisions of clause 5.1.8 above shall be applicable.

6. Car Parking Space/s:

- 6.1 The Promoter agrees to grant and allot to the Allottee/s, Car Parking Space/s in mechanical arrangement or on the podium levels as the case may be, to park the Allottee/s own vehicle and for no other purpose whatsoever and more particularly mentioned in **Fourth Schedule** hereunder written at and for the price included in the Sale Price (as defined below) more particularly mentioned in the **Fourth Schedule** hereunder written. The Allottee/s is/are entitled to park his/her/ their car/s in the car parking tower or on the podium levels to be constructed on the said Land in mechanical arrangement on first cum first serve basis and therefore the exact location cannot be identified by the Promoter.
- 6.2 The Promoter has allocated / shall be allocating other car parking spaces to other allottee/s of premises in the Real Estate Project and the Allottee/s shall not raise any objection in that regard.
- 6.3 The Allottee(s) undertakes not to sell/transfer/lease/sub-lease/ provide on license basis or deal with the said allotted car parking space/s.
- 6.4 The car parking space/s are attached with and connected to the said Premises. The Allottee/s agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Premises under any of the provisions of this Agreement.

7. ALLOTTEE' RIGHTS AND ENTITLEMENTS

7.1 POSSESSION OF THE PREMISES:

7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM and/or any other authority/ies for the said Premises by the date as more particularly mentioned in the **Fourth Schedule** hereunder written ("**Completion Date**") with the grace period of 12 (Twelve) months over and above the Completion Date, during which the Promoter shall not be liable to pay interest on account of delay possession. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) *War, civil commotion or act of God;*
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

7.1.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7.1.1 above), then the Allottee/s shall be entitled to either of the following only in the event the Allottee have never defaulted / delayed payment of any installment / dues payable under this Agreement:-

- (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 ("**the Interest Rate**") for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s;

OR

- (b) the Allottee/s shall be entitled to terminate this Agreement by giving 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/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 6 (Six) months from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises

and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- 7.1.3 In case if the Allottee/s elects his/her/their/its remedy under sub-clause 7.1.3 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.1.3 (b) above.
- 7.1.4 The Internal Amenities provided in the said Premises that shall be provided by the Promoter are listed in the **Second Schedule** hereunder written. The Real Estate Project Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written.
- 7.1.5 Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM and/or any other authority/ies , the Promoter may give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement. It is clarified that the Promoter shall endeavour to ensure that the Real Estate Project Amenities listed in **Third Schedule** hereunder written are available for use by the Allottee within 24 (Twenty-Four) months from the date of the obtainment of the Full Occupation Certificate from the MCGM and/or any other authority/ies, subject to what is stated in this Agreement.
- 7.1.6 The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice.
- 7.1.7 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his / her / its / their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and/or the Said Land.

7.1.8 Upon receiving the Possession Notice from the Promoter as per Clause 7.1.6 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.1.6 above, such Allottee/s shall continue to 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.

7.1.9 After expiry of 15 (Fifteen) days from the date of receipt of the Occupation Certificate from the MCGM and/or any other authority/ies and the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and/or the said Land including *inter-alia*, property tax , development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, 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 Real Estate Project and/ or the said Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s 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's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the **Seventh Schedule** hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

7.1.10 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the **Sixth Schedule and Seventh Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Sixth Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Sixth Schedule** and **Seventh Schedule** hereunder to the bank account of the Promoter, as detailed in the **Fourth Schedule** hereunder written or any other account as may be given by the Promoter. The unspent balance, if any, of the amounts mentioned in the **Seventh Schedule** hereunder

written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s. In addition to deposit/ charges payable as mentioned in the Sixth Schedule and Seventh Schedule, the Allottee/s shall also be liable to pay an ad-hoc amount equivalent to 15% of the provisional monthly contribution towards outgoings of the Society towards co-ordination fees ("**Co-ordination Fees**") payable by the Allottee/s in advance for every quarter for payment of remuneration to the Property Manager and does not include in the maintenance charges. The amounts payable towards Co-ordination Fees are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect thereof. The Allottee/s shall pay the Co-ordination Fees on pro-rata basis in proportion to all other allottees in the Real Estate Project.

7.1.11 If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project 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/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) 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 default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/ or the Said Land. The Allottee/s is/are aware that the Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and / or the Society shall have no claim(s) of whatsoever nature against the Promoter in this regard.

7.1.12 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Said Land.

7.1.13 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM and/or any other authority/ies at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the

Allottee/s, obtain from the MCGM and/or any other authority/ies, the Occupation Certificate or Completion Certificate in respect of the said Premises.

7.1.14 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the Real Estate Project Amenities. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

7.2 Common Areas Facilities & Amenities:

7.2.1 The Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Real Estate Project Amenities in common with other allottee/s in the Real Estate Project and tenants / occupants of the old building to whom residential premises is / are allotted in the Real Estate Project as and by way of Permanent Alternate Accommodation.

7.2.2 The Real Estate Project Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on said Land shall be an integral part of the layout of the development of the Real Estate Project and/ or the said Land and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

7.2.3 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.2.4 It is also clarified that certain facilities shall have usage charges and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

7.2.5 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.

7.2.6 The Allottee/s shall at no time demand partition of the said Premises and/or the Real Estate Project / Said Land.

7.3 Transfer of the said Premises:

The Allottee/s 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 payable by the Allottee/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

8. COVENANTS OF THE ALLOTTEE

The Allottee/s by himself / herself / itself / themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of Real Estate Project and/ or the Said Land, for maintaining the value of the Real Estate Project and/ or the Said Land, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- 8.1 Not to do or suffer to be done anything in or to the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottee/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of and the Real Estate Project.
- 8.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and/ or the Said Land (including additional floors on the Real Estate Project) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.
- 8.3 Not to raise any objection to the Promoter marketing the Real Estate Project and/ or the Said Land including by way of inviting prospective allottees to Real Estate Project and/ or the Said Land, as the case may be, and showcasing to such prospective allottees the buildings, structures being constructed in the Real Estate Project along with the common areas, facilities and amenities therein/thereon, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.
- 8.4 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages

on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the Real Estate Project.

- 8.5 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.
- 8.6 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of and the Real Estate Project.
- 8.7 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of and the Real Estate Project.
- 8.8 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 8.9 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 8.10 Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 8.11 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI / development potential of the Said Land.
- 8.12 Not to do or permit to be done any renovation / repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 7.1.11 of this Agreement shall immediately cease and the Allottee/s and / or the Society shall have no claim(s) of whatsoever nature against the Promoter in this regard.

8.13 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project and/ or the Said Land, the Allottee/s agree and covenant as follows:

- 8.13.1 Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter.
- 8.13.2 Not to install a window air-conditioner within or outside the said Premises.
- 8.13.3 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Real Estate Project and / or the Said Land.
- 8.13.4 Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, Real Estate Project and / or the Said Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, Real Estate Project and/ or the Said Land or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in Real Estate Project and/ or the Said Land and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project and/ or the Said Land and or the lifts installed in the Real Estate Project.
- 8.13.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/ or the Real Estate Project and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- 8.13.6 Not to do either by himself / herself / itself / themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations

for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.

- 8.13.7 Not to display / permit to be displayed at any place in/upon the the Real Estate Project or the said Land or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project.
- 8.13.8 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s / labourers / contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within Real Estate Project and/ or the Said Land.
- 8.13.9 In the event the Allottee/s fail(s) to rectify any such defaults within 15 (fifteen) days from committing such default/s at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottee/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.
- 8.14 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.
- 8.15 Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the premises therein and for the

observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- 8.16 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the said Land to the access, ingress and egress into and upon the said Land including the Real Estate Project, the Real Estate Project Amenities, and the said Land without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.
- 8.17 Not do or permit or suffer to be done anything in or upon the said Premises or any part of the Real Estate Project which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.
- 8.18 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the Real Estate Project.
- 8.19 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- 8.20 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit,

television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

- 8.21 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- 8.22 Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 8.23 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 8.24 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the Real Estate Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- 8.25 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- 8.26 Not to, make any structural / internal masonry / dummy flooring / plumbing changes in any manner whatsoever.

8.27 In the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the the Promoter and the Promoter.

8.28 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.

8.29 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.

8.30 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project and / or the Said Land or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

8.31 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.

8.32 To rectify and make good any breach or default of any of the covenants contained in this Clause 8, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 8 by the Allottee/s shall be of the essence of this Agreement.

8.33 The Allottee/s agree(s) and covenant(s) that the entry and exit points and access to the Real Estate Project shall be common to all allottee/s, users and occupants in the Real Estate Project. The Allottee/s agree(s) and covenant(s) to not demand any separate independent access and/or entry / exit point exclusively for himself / herself / themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project and/or any part thereof.

8.34 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project.

8.35 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Said Property and the Allottee/s hereby consent(s) to the same.

8.36 The development of the said property is being carried out by the Promoter under the DCPR – 2034 and/or any other scheme applicable under the DCPR 2034.

8.37 Some of the residential and / or commercial premises in the Real Estate Project at the discretion of the Promoter may be provided to the existing tenants / occupants of the old building standing on the said property which the Promoter have demolished for the purpose of construction and development of the said property, as and by way of Permanent Alternate Accommodation. The above tenants / occupants of the old building to whom residential and / or commercial premises is / are allotted in the Real Estate Project as and by way of Permanent Alternate Accommodation shall also be admitted as the members of the Society as and when formed and the Allottee/s herein shall have no objection to the same.

9. EVENTS OF DEFAULT

9.1 If one or more of the events or circumstances set out in Clause 9.2 ("Event of Default") shall have happened, then the Promoter shall call upon the Allottee by way of a written notice ("Rectification Notice") to rectify the same within a period of 5 (five) days from the date thereof ("Cure Period"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("Default").

9.2 Subject to Clause 9.1 above, the following events shall be construed as a Default,

9.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.1 above;

9.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (*Covenants of the Allottee/s*) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

9.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;

- 9.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 9.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- 9.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- 9.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
- 9.2.9 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or

9.2.10 If any of the aforesaid have been suppressed by the Allottee.

9.3 Consequences of Default:

- 9.3.1 On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.8 hereinabove.
- 9.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

10. FORMATION OF THE SOCIETY AND CONVEYANCE

10.1 Formation of the Society:

- 10.1.1 The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- 10.1.2 The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project including the tenants / occupants of the old building to whom residential and / or commercial premises is/are allotted in the Real Estate Project as and by way of

Permanent Alternate Accommodation, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises of the Real Estate Project alone shall be joined as members ("the Society").

- 10.1.3 For this purpose, the Allottee/s 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 fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s 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. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the Real Estate Project consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.
- 10.1.4 The name of the Society shall be solely decided by the Promoter.
- 10.1.5 The Society shall admit all allottee/s of flats and premises in the Real Estate Project as members, in accordance with its bye-laws, 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.
- 10.1.6 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the real Estate Project, if any.
- 10.1.7 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, (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/s, as the case may be, and the Promoter shall not be liable towards the same.

10.2 Conveyance to the Society:

10.2.1 Within a period of three (3) months from the date of issuance of the full occupation certificate with respect to the said Real Estate Project and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said Real Estate Project, whichever is later or latest, the Promoter may at its discretion 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 rights, title and interest in the Real Estate Project / Said Project including all area, spaces, common areas, facilities and amenities in the Real Estate Project / Said Property ("**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 but not limited to lease conversion charges, 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.

10.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance and the transaction contemplated thereby, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and its members/intended members, and the Promoter shall not be liable towards the same.

11. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee/s represent(s) and warrant(s) to the Promoter that:-

11.1 He / she / it / they is / are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;

11.2 He / she / it / they has / have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;

11.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;

11.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

- 11.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- 11.6 No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- 11.7 He / she / it / they has / have not compounded payment with his/her/their creditors;
- 11.8 He / she / it / they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 11.9 He / she / it / they is / are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said project and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 11.10 He / she / it has not indulged into any activity or offence relating money laundering; and
- 11.11 No notice has been received by or proceedings initiated against the Allottee under the provisions of the Prevention of Money Laundering Act.
- 11.12 The representations and warranties stated in this Clause 11 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s 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:

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Real Estate Project / Said Project and also has possession of the Said property for the implementation of the Real Estate Project;
- 12.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project / Said Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate

Project;

- 12.3 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project / Said Property, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project / Said Property, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 12.4 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/s created herein, may prejudicially be affected;
- 12.5 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.6 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 12.7 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 7.1 above and thereupon shall be proportionately borne by the Allottee/s;
- 12.8 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 Real Estate Project / Said Property, except those disclosed to the Allottee.

13. INDEMNITY

The Allottee shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee of any of its covenants, representations and

warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/performing his/her/their obligations under this Agreement.

14. CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

- 15.1 Any reference to any statute or statutory provision shall include:
 - 15.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - 15.1.2 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.
- 15.2 Any reference to the singular shall include the plural and vice-versa;
- 15.3 Any references to the masculine, the feminine and/or the neuter shall include each other;
- 15.4 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 all Schedules and Annexes to it;
- 15.5 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;
- 15.6 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;

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

15.7.1 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

15.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

15. NOTICE

16.1 All notices to be served on the Allottee/s 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 or Under Certificate of Posting at their respective addresses as specified in the **Fourth Schedule** hereunder written.

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

16. STAMP DUTY & REGISTRATION

The Allottee/s alone shall bear and pay stamp duty fees, registration charges and all out-of-pocket costs, charges and expenses on this Agreement and on the transaction contemplated herein.

17. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the

Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces and substitutes and annuls any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

- 18.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.
- 18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project or the Said Land or any part thereof.

18. 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/s who has taken or agreed to take such said Premises.

19. WAIVER

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

20. 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.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in the Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

22. 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.

23. 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/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India. The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

24. 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.

25. DISPUTE RESOLUTION

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

26. GOVERNING LAW

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

27. RIGHT TO AMEND

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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 Real Estate Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE REFERRED HEREINABOVE

ALL that piece and parcel of land or ground containing by admeasurement in the aggregate 9,197.43 square meters or thereabouts bearing New C.S. No. 1D/716 of Mazgaon Division, lying and being situate at Keshavrao Laxman Borkar & Harish Palav Marg, known as "Chunilal Mehta Compound", D.P. Wadi, E Ward, Ghodapdeo, Mumbai 400027, in the Registration District and Sub-district of Bombay City and bounded as follows, that is to say:-

On or Towards the North : By private passage and beyond it by land bearing C.S. No. 716 of Mazgaon Division

On or Towards the South : By private passage and beyond it by land bearing C.S. No. 2/716 and partly by property

of Muncherji Pallonji Contractor bearing New Survey No. 1/3634

On or Towards the East : By land bearing New Survey No. 7/4628 in co-occupation of Kasamali Jairajbhai Peerbhoy

On or Towards the West : Partly by the property of R.R. Builders and a public passage alongwith 2 other pieces of land bearing C.S.Nos. 716 and 2/716 registered under the books of Collector.

THE SECOND SCHEDULE REFERRED HEREINABOVE

[Description of the Internal Amenities in the said Premises]

Sr. No.	Item	Location	Specifications
1	Flooring	Living Room / Dinning & Passage	Imported Flooring
		Bedroom	Imported Flooring
		All Toilets	Imported Flooring
		Kitchen	Dado tiles upto door height
2	Wood Work	Main Door	Wooden Door frame With Door Shutter
		Other Door	Wooden Door frame with Door Shutter
3	Windows	All Windows	UPVC/Aluminium windows
4	CP / Sanitary	All Toilets	Premium quality CP Sanitary
5	Internal Paint	walls & ceiling	Internal wall & ceiling with plastic paint
6	Switches	Internal Switches	Modular switches
7	Kitchen Platform	Kitchen	Platform with standard single sink

THE THIRD SCHEDULE REFERRED HEREINABOVE

[Description of the Real Estate Project Amenities that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s / occupants in the Real Estate Project]

Sr. No.	Real Estate Project Amenities	Location
1.	SPA	11 th Floor Podium Amenities
2.	Society Office	
3.	Creche/Toddlers Play Room	
4.	Children Play Area	
5.	Children Play Zone	
6.	Banquet Hall	
7.	Mini Theatre	
8.	Indoor Games	
9.	Virtual Game Zone	
10.	Business Centre	
11.	Zumba/Aerobics/Yoga	
12.	Gym Cardio	
13.	Gym Weight Training	
14.	Cafeteria	
15.	Cafeteria Sitting	
16.	Jogging Track	
17.	Sr. Citizen Corner	
18.	Temple	
19.	Zen Garden	
20.	Party Lawn	
21.	Open Amphitheatre	
22.	Cricket Pitch	
23.	Open Play Area	
24.	Bamboo Groves	
25.	Acupressure Pathway	
26.	Skywalk	Terrace Amenities
27.	Mini Golf	
28.	Human Chess	
29.	Pergola Sitting	

30.	Children Pool	
31.	Pool Deck	
32.	Swimming Pool	
33.	Jacuzzi	
34.	Juice Bar	
35.	Observation Deck	
36.	Barbeque Corner	
37.	Party Lawn	
38.	Water Body	
39.	Palm Court Sitting	
40.	Formal Sitting	

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Meaning of certain terms and expressions]

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. [●] in Wing “_____” on the [●] floor of the Real Estate Project.
2.	Carpet area of the said Premises as per RERA	The area of the said Premises is [●] Sq. Ft. alongwith the Balcony (if any) admeasuring [●] Sq. Ft. (as per RERA)
3.	Sale Price	Rs. [●]/- (Rupees [●]Only)
4.	Part Payment towards the Sale Price paid prior hereto	Rs. [●]/- (Rupees [●]Only)
5.	Bank Account of the Promoter	Bank Name:[●] Bank Account Number: [●] Bank Address: [●] Bank IFSC Code: [●]
6.	Car parking space/s	Exclusive Right to [●] ([●]) car parking space/s in mechanical arrangement in the car parking tower or on the podium level, as the case may be.
7.	Completion Date	31 st March 2027
8.	PAN	Promoter's PAN: [●]

		Allottee/s PAN: [•]
--	--	---------------------

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Schedule of Payment of the Sale Consideration as payable by the Allottee/s]

Sr. No.	Milestone	Percentage (%)	Cumulative Percentage (%)	Amount (In Rs.)
1	Within 15 (Fifteen) days from the date of Reservation.	10.00	10.00	Rs. _____ /- (Rupees _____ Only)
2	Within 30 (Sixty) days from the date of Reservation.	10.00	20.00	Rs. _____ /- (Rupees _____ Only)
3	On completion of Plinth.	10.00	30.00	Rs. _____ /- (Rupees _____ Only)
4	On completion of 1st Slab of the Real Estate Project.	1.00	31.00	Rs. _____ /- (Rupees _____ Only)
5	On completion of 2nd Slab of the Real Estate Project.	1.00	32.00	Rs. _____ /- (Rupees _____ Only)
6	On completion of 3rd Slab of the Real Estate Project.	1.00	33.00	Rs. _____ /- (Rupees _____ Only)
7	On completion of 4th Slab of the Real Estate Project.	1.00	34.00	Rs. _____ /- (Rupees _____ Only)
8	On completion of 5th Slab of the Real Estate Project.	1.00	35.00	Rs. _____ /- (Rupees _____ Only)
9	On completion of 6th Slab of the Real Estate Project.	1.00	36.00	Rs. _____ /- (Rupees _____ Only)
10	On completion of 7th Slab of the Real Estate Project.	1.00	37.00	Rs. _____ /- (Rupees _____ Only)
11	On completion of 8th Slab of the Real Estate Project.	1.00	38.00	Rs. _____ /- (Rupees _____ Only)
12	On completion of 9th Slab of the Real Estate Project.	1.00	39.00	Rs. _____ /- (Rupees _____ Only)
13	On completion of 10th Slab of the Real Estate Project.	1.00	40.00	Rs. _____ /- (Rupees _____ Only)
14	On completion of 11th Slab of the Real Estate Project.	1.00	41.00	Rs. _____ /- (Rupees _____ Only)
15	On completion of 12th Slab of the Real Estate Project.	1.00	42.00	Rs. _____ /- (Rupees _____ Only)
16	On completion of 13th Slab of the Real Estate Project.	1.00	43.00	Rs. _____ /- (Rupees _____ Only)
17	On completion of 14th Slab of the Real Estate Project.	1.00	44.00	Rs. _____ /- (Rupees _____ Only)
18	On completion of 15th Slab of the Real Estate Project.	1.00	45.00	Rs. _____ /- (Rupees _____ Only)

19	On completion of 16th Slab of the Real Estate Project.	1.00	46.00	Rs. _____ /- (Rupees _____ Only)
20	On completion of 17th Slab of the Real Estate Project.	1.00	47.00	Rs. _____ /- (Rupees _____ Only)
21	On completion of 18th Slab of the Real Estate Project.	1.00	48.00	Rs. _____ /- (Rupees _____ Only)
22	On completion of 19th Slab of the Real Estate Project.	1.00	49.00	Rs. _____ /- (Rupees _____ Only)
23	On completion of 20th Slab of the Real Estate Project.	1.00	50.00	Rs. _____ /- (Rupees _____ Only)
24	On completion of 21st Slab of the Real Estate Project.	1.00	51.00	Rs. _____ /- (Rupees _____ Only)
25	On completion of 22nd Slab of the Real Estate Project.	1.00	52.00	Rs. _____ /- (Rupees _____ Only)
26	On completion of 23rd Slab of the Real Estate Project.	1.00	53.00	Rs. _____ /- (Rupees _____ Only)
27	On completion of 24th Slab of the Real Estate Project.	1.00	54.00	Rs. _____ /- (Rupees _____ Only)
28	On completion of 25th Slab of the Real Estate Project.	1.00	55.00	Rs. _____ /- (Rupees _____ Only)
29	On completion of 26th Slab of the Real Estate Project.	1.00	56.00	Rs. _____ /- (Rupees _____ Only)
30	On completion of 27th Slab of the Real Estate Project.	1.00	57.00	Rs. _____ /- (Rupees _____ Only)
31	On completion of 28th Slab of the Real Estate Project.	1.00	58.00	Rs. _____ /- (Rupees _____ Only)
32	On completion of 29th Slab of the Real Estate Project.	1.00	59.00	Rs. _____ /- (Rupees _____ Only)
33	On completion of 30th Slab of the Real Estate Project.	1.00	60.00	Rs. _____ /- (Rupees _____ Only)
34	On completion of 31st Slab of the Real Estate Project.	1.00	61.00	Rs. _____ /- (Rupees _____ Only)
35	On completion of 32nd Slab of the Real Estate Project.	1.00	62.00	Rs. _____ /- (Rupees _____ Only)
36	On completion of 33rd Slab of the Real Estate Project.	1.00	63.00	Rs. _____ /- (Rupees _____ Only)
37	On completion of 34th Slab of the Real Estate Project.	1.00	64.00	Rs. _____ /- (Rupees _____ Only)
38	On completion of 35th Slab of the Real Estate Project.	1.00	65.00	Rs. _____ /- (Rupees _____ Only)
39	On completion of 36th Slab of the Real Estate Project.	1.00	66.00	Rs. _____ /- (Rupees _____ Only)
40	On completion of 37th Slab of the Real Estate Project.	1.00	67.00	Rs. _____ /- (Rupees _____ Only)
41	On completion of 38th Slab of	1.00	68.00	Rs. _____ /- (Rupees

	the Real Estate Project.			Only)
42	On completion of 39th Slab of the Real Estate Project.	1.00	69.00	Rs. _____ /- (Rupees _____ Only)
43	On completion of 40th Slab of the Real Estate Project.	1.00	70.00	Rs. _____ /- (Rupees _____ Only)
50	On completion of brick work of the said Premises	1.00	71.00	Rs. _____ /- (Rupees _____ Only)
51	On completion of internal plastering of the said Premises	1.00	72.00	Rs. _____ /- (Rupees _____ Only)
52	On completion of flooring of the said Premises	1.00	73.00	Rs. _____ /- (Rupees _____ Only)
53	On completion of installation of doors of the said Premises	1.00	74.00	Rs. _____ /- (Rupees _____ Only)
54	On completion of installation of window fittings of the said Premises.	1.00	75.00	Rs. _____ /- (Rupees _____ Only)
55	On completion of installation of sanitary fittings of the said Premises.	1.25	76.25	Rs. _____ /- (Rupees _____ Only)
56	On completion of staircase of the floor on which the said Premises is located.	1.25	77.50	Rs. _____ /- (Rupees _____ Only)
57	On completion of lift wells of the floor on which the said Premises is located.	1.25	78.75	Rs. _____ /- (Rupees _____ Only)
58	On completion of lobbies of the floor on which the said Premises is located.	1.25	80.00	Rs. _____ /- (Rupees _____ Only)
59	On completion of external plumbing.	1.25	81.25	Rs. _____ /- (Rupees _____ Only)
60	On completion of external plastering of the said Premises.	1.25	82.50	Rs. _____ /- (Rupees _____ Only)
61	On completion of elevation of the said Premises.	1.25	83.75	Rs. _____ /- (Rupees _____ Only)
62	On completion of Terrace slab with water proofing.	1.25	85.00	Rs. _____ /- (Rupees _____ Only)
63	On completion of installation of lifts in the said Real Estate Project.	2.50	87.50	Rs. _____ /- (Rupees _____ Only)
64	On completion of installation of water pumps in the said Real Estate Project.	2.50	90.00	Rs. _____ /- (Rupees _____ Only)
65	On completion of installation of electrical fittings in the said Premises is located.	2.50	92.50	Rs. _____ /- (Rupees _____ Only)
66	On completion of the electro, mechanical and environment requirements of the said Real	2.50	95.00	Rs. _____ /- (Rupees _____ Only)

	Estate Project.			
67	At the time of offer for handing over of the possession of the said Premises to the Allottee/s.	5.00	100.00	Rs. _____ /- (Rupees _____ Only)
	Total	100		Rs. _____ /- (Rupees _____ Only)

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Amounts to be paid by the Allottee/s in accordance with this Agreement]

Sr. No	Particulars	Amount (In Rs.)
1	Charges towards formation and registration of the Society, along with applicable taxes.	25,000/-
2	Deposit towards water, electricity, and other utility and services connection charges.	50,000/-
3	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates).	25,000/-
4	Membership fee with respect to the club house forming part of the Real Estate Project.	11,00,000/-
5	An ad-hoc amount towards the outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities, which are common for the Real Estate Project.	4,00,000/-
	Total	16,00,000/-

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Amounts to be paid by the Allottee/s in accordance with this Agreement]

Sr. No	Particulars	Amount (In Rs.)
1	Share application money and entrance fee of the Society.	600/-

2	Proportionate share of municipal taxes and other charges/levies in respect of the Society (taxes to be paid separately by the Allottee/s at applicable rates)	On pro-rata basis in proportion to all other allottees in the Real Estate Project.
3	Ad hoc maintenance charges for 24 (Twenty-Four) months towards provisional monthly contribution towards outgoings of the Society (taxes to be paid separately by the Allottee/s at applicable rates)	On pro-rata basis in proportion to all other allottees in the Real Estate Project.

SIGNED SEALED AND DELIVERED by

the within named "**Promoter**" i.e.

M/S. R. R. BUILDERS

by the hands of its Authorised Signatory/Director

MR. _____

Signature _____

in the presence of

1.

2.

SIGNED AND DELIVERED

by the within named **Allottee/s**

1.

Signature _____

2.

Signature _____

in the presence of

1.

2.

Housiey.com

R E C E I P T

RECEIVED of and from the Allottee/s above named the sum of Rs. _____/-
(Rupees _____ only) as part payment towards the Sale Price
under this Agreement.

WE SAY RECEIVED

For M/S. R. R. BUILDERS

(_____)

Authorized Signatory

Witnesses:

1.

2.

Housiey.com

=====

DATED THIS _____ DAY OF _____, 202_____

=====

BETWEEN

M/S. R. R. BUILDERS

...Promoter

AND

Mr. _____

...Allottee

Housiey.com

=====

AGREEMENT FOR SALE OF

PREMISES / FLAT NO. _____ IN RUPAREL VIVANZA

=====

AGREEMENT FOR SALE

BETWEEN

M/S. R. R. BUILDERS

AND

(1) _____ And (2) _____

FLAT NO. _____ ON _____ FLOOR RUPAREL VIVANZA
