

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and entered into at [] on this [] day of [] in the year 2019

BETWEEN

NEELKAMAL REALTORS TOWER PRIVATE LIMITED (CIN: U70100MH2005PTC158322), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DB House, Gen. A. K. Vaidya Marg, Goregaon (East), Mumbai – 400063 hereinafter referred to as the “**Promoter DB**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

INDO GLOBAL SOFT SOLUTIONS & TECHNOLOGIES PRIVATE LIMITED (CIN: U72900PN2005PTC021732), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Radius Tech Park, Plot No. 41, Rajeev Gandhi Infotech Park, Phase-I, MIDC, Hinjawadi, Pune – 411057 and having its administration office at One BKC, A Wing, 1401, 14th Floor, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 hereinafter referred to as “**Promoter Radius**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **SECOND PART**;

(Promoter DB and the Promoter Radius are hereinafter collectively referred to as “**Promoters**”)

AND

[•], having his/her/their address at [•], hereinafter referred to as “**the Allottee**”, (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-parceners 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/Promoter Radius its successors and permitted assigns) of the **THIRD PART**.

[Promoter DB, Promoter Radius and the Allottee are hereinafter collectively referred to as "**the Parties**"]

WHEREAS:

- (A) The Promoter DB is seized and possessed of leasehold land admeasuring 19,434.10 sq. mts. bearing Cadastral Survey No.1906 of Byculla Division, "E" Ward, Island City Mumbai, situate off A. Nair Road, Jacob Circle, near Mahalaxmi Station and more particularly described in the **First Schedule** hereunder written and shown on the plan hereto annexed and marked **Annexure-1A and 1B ("said Property")**.
- (B) By and under an Indenture of Access and Right of Way dated 14th October 2009 registered under Sr. No. BBE207951 of 2009, the landowner of the property adjoining the said Property has granted in favour of the Promoter DB, a right of way over a 9 mts wide access road from A. Nair Road to the said Property on the terms and conditions contained therein.
- (C) By and under the Development Management Agreement executed between the Promoter DB and the Promoter Radius, the Promoter DB has appointed Promoter Radius as a Development Manager to undertake, manage, monitor, supervise and co-ordinate the construction, development, sales and marketing of the Real Estate Project (as defined hereinafter) on the terms and conditions recorded and contained therein.
- (D) The Promoters are constructing a Building known as "One Mahalaxmi" (earlier known as "Orchid Heights") comprising of two wings :

(i) Sale Tower A having Ground plus **6** Parking Levels (part upto 4 levels), Podium top and approximately **66** upper levels consisting of residential levels, service floors, and refuge area.

(ii) Sale Tower B having Ground plus **6** Parking Levels (part upto 4 levels), Podium top and approximately **53** upper levels" consisting of residential levels, service floors, and refuge area ("**Building**") on a portion out of the said Property admeasuring **15475.38** sq. mts. ("**Sale Towers Plot**") and more particularly described in the **Second Schedule** hereunder written in accordance with the plans, designs, specifications approved by the competent authorities and as would be approved by competent authorities from time to time so as to enable the Promoters to consume and utilise the full building potential of the said Property and which approved plans and the proposed plans have been seen and accepted by the Allottee, with such variations and modifications as the Promoters may consider necessary or as may be required by the competent authorities.

(E) On the balance portion of the said Property, the Promoters are also constructing two Rehabilitation Buildings/wings containing Permanent Alternate Accommodations for the erstwhile tenants/occupants on the said Property, MHADA Surplus Area and reservation on the said Property. The Public Parking Lot shall be constructed in the Podium Floors of the Building being constructed on the Sale Towers Plot.

(F) The Sale Tower A of proposed building known as '**One Mahalaxmi – Phase 1**', also branded as "**OPUS**" (formerly named as 'Orchid Heights Tower A') has been registered as a 'real estate project' ("**Real Estate Project Phase 1**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**") 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**") under Certificate of Registration No. P51900005216, a copy of which is annexed and marked as **Annexure – 2** hereto.

For the sake of accounting convenience, the Real Estate Project Phase 1 includes the cost incurred towards construction of the Public Parking Lot, the Rehab Buildings/Wings and Sale Tower A, MHADA Surplus Area and the reservation.

- (G) The Sale Tower B of proposed building known as '**One Mahalaxmi – Phase 2**' (formerly named as 'Orchid Heights Tower B') has been registered as a 'real estate project' ("**Real Estate Project Phase 2**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions 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**") under Certificate of Registration No. P51900006299, a copy of which is annexed and marked as **Annexure – 3** hereto.

The Real Estate Project Phase 1 and the Real Estate Project Phase 2 are hereinafter collectively known as the "**Real Estate Project**"

- (H) The Promoter DB has received sanction to the Building Plans under I.O.D. bearing No. EB/2701/E/A and bearing No. EB/2702/E/A dated 11th May 2011 and amended approvals now bearing No. EB/2701/E/A dated 12th November 2014 and 14th December 2018 from Executive Engineer, Building Proposals (City-II) in respect of the Building. The works Commencement Certificate bearing No. EEBPC 2701/E/A dated 16th August, 2011 has been endorsed on 3rd February, 2015 upto top of 15th floor of Tower A and Plinth CC of portion of Tower B. The copy of the first Sheet containing the current Proforma A of the Building Plans is annexed as **Annexure – 4**, the copy of the I.O.D. is annexed as **Annexure – 5** and the copy of the work Commencement Certificate is annexed as **Annexure - 6**.

- (I) The Promoters have received the approval for increase in FSI from 2.5 to 3.0 under DC Regulation 33(7). The Promoters have also received approval for the development of a multi-storeyed Public Parking Lot on the said Property under DC Regulation 33(24). The Promoters have proposed to amend the layout and buildings plans for the utilisation of such further approved building

potential and construct the same on the said Property, which amended / proposed plans have been disclosed with the Allottee, as shown in the proposed layout at **Annexure-1A and 1B** hereto. The Promoters are entitled to amend, modify the proposed plans, in full or in part, as may be required by the Promoters and permitted under applicable law from time to time.

(J) The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate. The Allottee has agreed and consented to the development of the Real Estate Project on the said Property. The Allottee has also examined all documents and information uploaded in respect of the Real Estate Project on the website of the Authority as required by RERA Act and the RERA Rules and has understood the documents and information in all respects.

(K) The principal and material aspects of the development of the Real Estate Project as registered under the RERA Certificate, are briefly stated below-

- (i) Sale Tower A having Ground plus **6** Parking Levels (part upto 4 levels), Podium top and approximately 66 upper levels consisting of residential levels, service floors, and refuge areas
- (ii) Sale Tower B having Ground plus **6** Parking Levels (part upto 4 levels), Podium top and approximately 53 upper levels consisting of residential levels, service floors, and refuge areas
- (iii) Rehab Buildings
- (iv) Public Parking Lot
- (v) MHADA Surplus Area building
- (vi) Buildable reservation
- (vii) Total FSI of 4.0 plus fungible FSI has been approved for consumption in the construction and development of the Real Estate Project.
- (viii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.
- (ix) The Promoters shall be entitled to designate any spaces/areas in

the Real Estate Project (including on the terrace and basement / podium levels 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 Promoters on lease, leave and license basis or such other method. For this purpose, the Promoters may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- (x) The Promoters have informed the Allottee and the Allottee is aware that the Project is being developed as a layout proposal consisting of a multistoried building comprising of multiple wings and the Promoter may amend / modify / vary / alter / increase / decrease / add / delete (as the case may be), the number of floors / number of buildings / number of wings / design / project brand name / services / façade / elevation / RG areas / common areas / infrastructure / features / contractors / vendors / suppliers / construction method of the Project, as may be required by the Promoters including but not limited to, towards product improvement and / or optimizing the use of the full building potential of the said Land including existing / future additional Floor Space Index (FSI) / Fungible FSI / Transferable Development Rights (TDR) and / or and / or by change of law and / or change of policy and / or any other rights and benefits including on account of undertaking incentive FSI schemes and such other schemes under the applicable laws, or any floating rights which is or may be available in respect of the said Land or elsewhere and / or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law or as may be required by MCGM or any other Statutory / Governing body. The Allottee is aware and accepts that the Promoter shall ultimately develop the Project as per the proposed plans, which have been disclosed to the Allottee and on the RERA website. The Allottee expressly consents to the above under Section 7, 7A of MOFA / Section 14 of RERA, provided that

the carpet area / Location / Floor / Wing / Specifications / Facilities / Amenities of the Allottee's Premises is not altered, except for changes as provided in this Agreement.

- (xi) The Promoters have informed the Allottee that the Development Control Regulations, 1991 ("**DCR 1991**") has been replaced by the Development Control Regulations for Greater Mumbai, 2034 ("**DCR 2034**") and layout and buildings plans shall now be sanctioned after taking into consideration the total FSI / TDR / development potential (by whatever name called) that may be granted for the said Land as per the DCR 2034 r/w transition policy.
- (xii) The name of the Building comprised in Real Estate Project shall be "One Mahalaxmi-Opus- Tower A".
- (xiii) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed Layout**") and which is annexed to this Agreement as **Annexure-1A and 1B**, which shows the location of the structures to be constructed on the said Property, and also the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. The Promoters are entitled to amend, modify the Proposed Layout/ proposed plans, in full or in part, as may be required by the Promoters and permitted under applicable law from time to time.
- (xiv) The conferment of title of the Building and the Sale Tower Plot upon the Association shall be subject to the transfer and handover of the Public Parking Lot to the Municipal Corporation of Greater Mumbai, comprised in 2 levels of Basement and part of Ground level and 4 (four) Parking Levels (part).
- (xv) The Promoters shall be entitled to put hoarding/boards of their respective Brand Names, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time and shall also be entitled to place,

select, decide hoarding/board sites.

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

(L) The Promoters have entered into standard agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(M) The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

(N) The Promoter DB has the right to sell the Premises in the Real Estate Project, and to enter into this Agreement with the Allottee of the Premises and the Promoter DB has a right to receive the sale consideration in respect thereof.

(O) On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said Property, and the plans, designs and specifications prepared by the Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

- i. All approvals and sanctions issued by the competent authority for the development of the Real Estate Project including layout plans, building plans, floor plans, change of user permissions, MHADA NOCs, IOD, C.C., Traffic NOC, MoEF EC, etc. and such other documents as required under Section 11 of RERA Act;
- ii. All title documents by which the Promoters have acquired the right and entitlement to develop the said Property

- iii. the Title Report dated 14th January 2019 issued by M/s. Legaleye Associates, certifying the title of the said Property which is also annexed and marked as **Annexure - 7** hereto;
- iv. the copy of the Property Register Card for CS No.1906 Byculia Division, which is annexed and marked as **Annexure - 8** hereto; and
- v. all the documents uploaded by the Promoters with MahaRERA as available for public viewing.

(P) The currently approved typical floor plan of the said Apartment is hereto annexed and marked as **Annexure – 9** and proposed typical floor plan of the said Apartment is hereto annexed and marked as **Annexure – 10** and the proposed typical plan the said Apartment is hereto annexed and marked as **Annexure - 11**.

(Q) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down / shall lay down certain terms, conditions, stipulations and restrictions which are to be / will have to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

(R) The Promoters have commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

(S) By and under an Request for Allotment Letter dated _____, the Allottee had requested the Promoter DB to allot Flat No. [●] admeasuring ____ (Sq. Mts.) (MOFA Carpet Area) having _____ sq. ft. (deck and utility area) on the residential level numbered as [●] Floor in Tower [●] of the Building then known as "Orchid Heights" being constructed on the said Sale Towers Plot by the Promoter DB at or for the total consideration

and on the terms and conditions as contained therein. In view of the amendments to the Development Control Regulations in January 2012 and the Public Parking Lot Policy as finally notified in August 2014, the Promoter DB was constrained to amend the building and layout plans and re-submit them to MCGM for approval in compliance with the aforesaid amendments. The amendments to the Development Control Regulations have now abolished various concessional features. Accordingly, in view of the modifications being required to be made, the area of the Flat has been amended as stated in the table below and there is no area now attributable towards deck and utility area. Accordingly, the parties have agreed and confirmed that the terms and conditions of the allotment including the consideration has stood changed as set out in the chart below:

	As per RFA	Revised
Tower		
Flat No. (said Premises)		
Residential Floor		
Carpet Area MOFA (sqm and sft)		
Carpet Area RERA (sqm and sft)		
Decks & Utility Area (sqm and sft)		Nil
Car Parking		
Floor Plan	Annexure -B to the RFA	Annexure – 10
Total Interest Free Deposit / Consideration (Rs.)		
Payment Schedule	Clause 4 - ___to the RFA	Annexure – 12

(T) The Promoter DB / Promoter Radius have availed lending facility from

Dewan Housing Finance Corporation Limited and to secure the same, the Promoter DB has created a mortgage on the said Apartment in favour of Dewan Housing Finance Corporation Limited. Dewan Housing Finance Corporation Limited has issued a NOC dated [_____] vide which [_____] has released its charge on the said Apartment and permitted the Promoters to sell the said Apartment to the Allottee. A copy of the NOC is hereto annexed and marked as **Annexure - 13**.

(U) Prior to execution of this Agreement, the Allottee has/have obtained independent advice with respect to the Real Estate Project, the provisions of 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 Promoters to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date (iii) the approved plans and the proposed layout and building plans and (iv) the Promoters' entitlement to develop the Real Estate Project and to construct the Real Estate Project as mentioned in this Agreement and applicable law and sell the Premises. The Allottee confirm that the Allottee has/have the financial capability to consummate the transaction.

(V) Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (the "MOFA") and Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Apartment with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

(W) In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agrees to construct, the Promoter DB hereby agrees to sell and the Allottee hereby agrees to purchase the Premises on the terms and conditions contained herein.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.
2. The Promoters shall construct the Real Estate Project known as '**One Mahalaxmi**', in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time.

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may materially and directly adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee. The Promoters shall also be entitled to make such additions and alterations as may be required by the Allottee within the said Apartment or as may be required by any other allottee/s of the said Project within his/her/their/its premises without the written permission of any other allottee/s of premises in the Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 7, 7A of MOFA / Section 14 of RERA.

The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

3. **Purchase of the Premises and Sale Consideration:**
 - (i) The Allottee hereby agrees to purchase from the Promoter DB, and Promoter DB hereby agrees to sell to the Allottee, the said Apartment bearing Flat No. [●] on the [●] Floor of Tower [●] admeasuring [____] sq. mts. ([____] sq. ft.) RERA Carpet Area, as more particularly described **Firstly in the Fourth Schedule** hereunder written and as shown in the currently approved typical

floor plan of the said Apartment is hereto annexed and marked as **Annexure – 9** and proposed typical floor plan of the said Apartment is hereto annexed and marked as **Annexure – 10** and the proposed typical plan the said Apartment is hereto annexed and marked as **Annexure – 11**, at and for the total consideration of Rs. [_____] /- (Rupees [_____]) (the “**Sale Consideration**”) and upon the terms and conditions mentioned in this Agreement.

- (ii) The Allottee shall also be entitled to [] car parking space(s) in the podium / basement in the said Project (hereinafter referred to as “**said car parking space/s**”) as more particularly stated **Secondly in the Fourth Schedule** hereunder written. The allotment of the said car parking space/s has been made in favour of the Allottee without any consideration. The Car Parking Space shall not be used for any purpose other than for parking a motor vehicle by the Allottee. The parking space maintenance charges may be decided by the Promoters / Association / FMC and payable by the Allottee. The car parking spaces may be independent or in tandem. The said right of exclusive use of the Car Parking Space shall be heritable and transferable only along with the said Premises. The Car Parking Space/s shall also be treated as a restricted common area. The Promoters reserve the right to allot the location of aforesaid Car Parking Spaces and issue an Allotment Letter to that effect any time before or at the time of issuance of the Possession Notice. The Allottee confirms that he/she/they/it shall not be entitled to transfer the car parking spaces allotted to the Allottee dehors or independent of the said Premises. The Allottee acknowledges and confirms that the car parking space(s) as requested will be reserved for the Allottee only as an exclusive additional amenity in respect of the said Premises.
- (iii) The Allottee has paid before execution of this Agreement, a sum of Rs.[_____] /- (Rupees [_____] only) as advance payment and hereby agrees to pay to Promoter DB, the balance amount of Sale Consideration of Rs.[_____] /- (Rupees [_____]) in the manner and payment instalments more particularly mentioned in the **Annexure – 12** hereto. The Promoters

and the Allottee have mutually agreed to the instalment schedule at **Annexure – 12** hereto and has in such instalments of the balance Sale Consideration already allowed a rebate for early payments of equal instalments payable by the Allottee and the same has already been adjusted in the total sale consideration. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoters.

- (iv) It is further clarified that in the event the Promoters obtain the Occupation Certificate in respect of the said Apartment and offers the Allottee/s to take possession of the said Apartment prior to the Possession Date (as defined herein below), then in such case the Allottee/s agrees that the Promoters shall be entitled demand the outstanding instalments of the Sale Consideration and other charges listed in **Annexure - 12** hereto and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.

- (v) It is clarified that Sale Consideration shall be payable in favour of "Neelkamal Realtors Tower Private Limited – One Mahalaxmi Collection Account" by the Allottee in the Bank Account No. 917020068713864 maintained by the Promoter DB with Axis Bank Limited, Bandra West Branch with IFSC Code UTIB0001624 (**"the said Account"**). All taxes, other charges, pass through charges and shall be payable by the Allottee in such bank account as would be notified by the Promoters.

- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the 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 service tax, VAT, GST 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 alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

(vii) The Sale Consideration is escalation-free, subject to clause 3(ix) herein below save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter DB undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter DB shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(viii) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the approval is received for the final IOD for the said Apartment and/or construction of the said Tower is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the actual carpet area, subject to a variation cap of 5% (five per cent) (plus or minus) in the carpet area of the Apartment that will be finally approved. The Applicant(s) accept a variation upto 5% in the carpet area from what is considered under the proposed plans and the plan of the flat that is finally approved by the competent authority. The total Sale Consideration payable on the basis of actual carpet area of the Apartment shall be recalculated upon confirmation by the Promoters. If there is any reduction in the actual carpet area within the defined limit of 5%, as the case may be, then the Sale Consideration of the said Apartment shall stand proportionately reduced and the balance amounts to be paid by the Allottee/s shall be adjusted to the extent of the reduction at the time of payment of last instalment of the Sale Consideration payable by the Allottee. If there is any increase in the

actual carpet area allotted to Allottee, the Promoter DB shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee at the time of payment of last instalment of Sale Consideration payable by the Allottee/s. It is clarified that the payments to be made by the Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in clause 3 (iv) above. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 7, 7A of MOFA / Section 14 of RERA. In the event, the floors of the Tower in which the said Apartment is situated are increased or decreased or in case of any adjustments in the consideration as aforesaid, then the instalments attributable to such increased or decreased floors or such adjustments shall be distributed proportionately in all the balance instalments payable above post intimation of such change. The Allottee is aware and agrees and confirms that the Promoters shall be entitled to make variations in the amenities and specifications, including but not limited to re-location of water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, Fitness Centre and their dimensions as deemed fit by the Promoters and permitted under the relevant statutory rules and regulations related thereto.

- (ix) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter DB to adjust his payments in any manner.
- (x) On a written demand being made by Promoter DB upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter DB, within 10 (ten) days of Promoters said written demand, without any delay, demur or default.

- (xi) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoters under this Agreement.
- (xii) The Promoter DB shall be entitled to securitise the Sale Consideration and other charges payable by the Allottee under this Agreement (or any part thereof), in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other charges payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoters, the Allottee shall be required to make payment of the Sale Consideration and other charges payable in accordance with this Agreement, in the manner as intimated.
- (xiii) The Sale Consideration is only in respect of the said Premises. Promoter DB has neither charged nor recovered any price for the said Car Parking Space/s, limited common areas and the common areas facilities and amenities (except as specified in this Agreement).
- (xiv) The Allottee shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961. The deduction of an amount made by the Allottee on account of TDS while making any payment of the Sale Consideration to the Promoter DB, shall be acknowledged/credited by the Promoter DB only upon Allottee submitting (a) Form 26QB along with original tax payment challan within 30 days from the date making payment of the respective instalment of the Sale Consideration, (b) Form 16B from the date of 30 days from the date of making payment of the respective instalment of the Sale Consideration and (c) the original tax deduction at source certificate and provided that the details/amount mentioned in the certificate tallies with the details of Form 26 AS (Tax credit) hosted on the Income Tax Department

website.

- (xv) The Allottee(s) is aware that the brickwork and flooring, external façade/windows and partition wall, whether internal or external, of the said Premises/floor on which the said Apartment is situated, may be initiated by Promoters at any stage during the construction cycle simultaneously with casting of slabs and the Promoters shall raise demands for the instalments in respect thereof simultaneously with demands for the instalments payable for commencement/completion of slabs. The Allottee(s) undertakes to make payment of instalments in respect of the same as and when demanded by the Promoter DB and shall not dispute or challenge the said demands under any circumstances and any reason whatsoever.
4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. The disclosures/documents provided by the Promoters to the RERA Authority at the time of application for registration as well as from time to time including all information pertaining to this Project has been read, understood and consented by the Allottee and the Allottee shall not take any objection or make any claim whatsoever relating to the changes/amendment/revisions (as already disclosed) which may be carried by the Promoters in this regard and having understood such proposed changes to be carried out, the Allottee has decided to enter into this commercial transaction for acquiring the said Premises. All the disclosures/documents, information provided to the RERA Authority including which are available on RERA website pertaining to the said Project and approvals, FSI, sanctioned and proposed, reservations etc., shall be deemed to have been disclosed herein and are not repeated herein for the sake of brevity.

6. Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottees and are listed in the **Third Schedule** hereunder written. Similarly, the Allottees shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
7. **FSI and development potentiality with respect to the Proposed Future and Further Development of the said Property/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoters proposes to develop the Real Estate Project on the said Property (by utilization of the full development potential) and develop the same by utilizing 4.0 FSI + Fungible FSI and as shown in the proposed layout plan at **Annexure-1A and 1B** hereto and Allottee has agreed to purchase the said Apartment based on the right of the Promoters to develop the said Property as aforesaid.

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

- (i) The Promoter DB shall give possession of the Premises to the Allottee on or before 31st day of December 2022 ("**Possession Date**") and as disclosed in the Form B submitted by the Promoters under RERA, Provided however, that the Promoters shall be entitled to extension of time for giving delivery of the Premises on the Possession Date as provided under RERA, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
- (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (c) Any stay order / injunction order issued by any Court of Law,

- competent authority, MCGM, statutory authority;
 - (d) any conditions or other causes beyond the control of or unforeseen by the Promoters;
 - (e) Any other circumstances that may be deemed reasonable by the Authority;
 - (f) As per the provisions of RERA Act and RERA Rules;
- (ii) If the Promoters fail to abide by the time schedule for completing the Real Estate Project and for handing over the said Apartment to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8(i), then the Allottee shall be entitled to either of the following:
- (a) call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by Promoter DB to the Allottee till the date of offering to hand over of the possession of the said Apartment by the Promoters to the Allottee. The interest shall be paid by the Promoter DB to the Allottee from the Possession Date mentioned in clause 8(i) above or such extended date till the date of offering to hand over of the possession of the said Apartment by the Promoters to the Allottee **OR**
 - (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the execution and registration of the Deed of Cancellation of this Agreement the Promoter DB,

shall refund to the Allottee the amounts already received by Promoter DB under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the Promoter DB received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by Promoter DB (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Apartment and/or the car park in the manner they deem fit and proper.

- (iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to Promoter DB interest at the Interest Rate, 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. If the Allottee(s) fail(s) to pay the applicable GST within the due date, then the Allottee(s) shall be liable to pay the same together with interest at the rate of 18% (Eighteen percent) per annum (or such rate as may levied by the concerned authorities) computed from the due date till the date of payment.
- (v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 8 (ii) (b) above, and any other rights and remedies available to the Promoters, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied

by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoters shall be entitled to at their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoters shall give notice of 7 (seven) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters 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 Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, Promoter DB shall be entitled to forfeit a sum equivalent to 20% of the Sale Consideration and also deduct any brokerage expenses, PRE EMI interest (in case the Allottee has opted for subvention scheme) incurred by the Promoters and / or applicable taxes / statutory dues / interest / penalties ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation of this Agreement the Promoter DB shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. In case the Applicant(s) has availed any loans (including subvention scheme), for payment of the Sale Consideration then in such case the amounts disbursed by the lending Bank/Financial Institution to the Promoter DB, shall be refunded by the Promoter DB to such lending Bank/ Financial Institution directly and the Allottee authorizes the Promoter DB to

collect the original Agreement for Sale from such Bank/Financial Institution and the Promoter DB shall not be required to take any consent / confirmation from the Allottee(s) at anytime. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Apartment and/or car parks in the manner they deem fit and proper.

- (vi) The Allottee(s) may at any time elect to cancel the Agreement for Sale (for no default of the Promoters), after the Allottee(s) gives the Promoters, 30 (thirty) days' notice in writing of its intention to do so. The Agreement for Sale shall stand terminated/ cancelled without any further act, deed or thing, on the expiry of the aforesaid 30 (thirty) days' notice period, subject to receipt of the aforesaid notice of the Allottee(s) by the Promoters. Upon termination of the Agreement for Sale, the Applicant(s) shall not have any claim whatsoever to the Premises and the Promoters shall be at liberty to dispose off and sell the Premises to such person and at such price as the Promoters may in their absolute discretion think fit and proper. The Promoter DB shall refund the amounts paid by the Allottee(s) without any interest as per the provisions of clause 8(vi) hereof. On cancellation / termination of this Agreement for Sale, the Allottee(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Premises / Real Estate Project.
- (vii) The refund of monies to the Allottee(s) under this Agreement, if any, shall be refunded by Promoter DB, however, out of such refund, Promoter Radius shall fund to Promoter DB such percentage of the refund amount as mutually agreed between them.

- 9. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written. The internal fitting and fixtures in the said Apartment that shall be provided by the Promoters are listed in **Annexure -14** hereto. The Allottee shall be entitled to enjoy on an exclusive basis ____ square meters of appurtenant balcony, if any, and shown in Light Grey colour on the plan

annexed and marked as **Annexure - 11** hereto. It is clarified that the sale of the said Apartment is on the basis of the carpet area (as per RERA) of the said Apartment only. The internal fitting and fixtures in the said Apartment that shall be provided by the Promoters are listed in **Annexure - 14** hereto.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration including any interest / amounts outstanding and the other charges listed in **Annexure – 12 hereto**, due and payable in terms of this Agreement, the Promoters shall offer possession of the said Apartment to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoters or the Association, as the case may be. The Promoters shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the respective Phase of the Project.
- (ii) The Allottee shall take possession of the said Apartment within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoters as per Clause 10 (i) above, the Allottee shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Apartment to the Allottee.
- (iv) The Allottee(s) agrees that the Allottee(s) shall make payments of all amounts payable under the Agreement for Sale within 15 days of Possession Notice and shall thereafter, take possession of the Premises. In the event the Allottee(s) fails and, or neglects to pay the outstanding amounts and take possession of the Premises within 15 days from the date of the Possession Notice, then without prejudice to the rights and remedies available to the Promoters

under this Agreement for Sale and/or under applicable laws, the Promoters shall levy and the Allottee(s) shall be liable to pay interest at the rate of 21% every month from the date of expiry of 15 days of the Possession Notice as demurrage charges to the Promoters from the expiry of the aforementioned 15 days period till such time the Applicant(s) makes payment of the outstanding amounts (with interest @ the Interest Rate as applicable) and takes the possession of the Premises. The Allottee(s) shall also be liable to reimburse to the Promoter DB the refurbishment and/or replacement costs in respect of the said Apartment incurred by the Promoter DB due to delay in taking possession by the Allottee(s). The amounts payable by the Allottee(s) pursuant to this clause shall be in addition to the common area maintenance charges payable in respect of the said Premises.

- (v) Within 15 (fifteen) days of receipt of the Possession Notice, (irrespective of the Allottee taking the possession of the said Premises) the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Apartment of outgoings in respect of the Building and said Sale Towers Plot including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. Until the Association Assignment is duly executed and registered, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoters at its sole discretion, the Allottee shall pay to the Promoters provisional monthly contribution towards the outgoings. An estimate of such outgoings for a period of 24 months is included at item No. 2 of **Annexure - 12** hereto. In addition to the above the allottee shall also deposit with the Promoter a

Corpus based on present estimates as set out in item 1 of **Annexure – 12** hereto. The amounts so paid/deposited under items 1 and 2 of **Annexure – 12**, by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters until the Association Assignment is duly executed and registered. On execution of the Association Assignment, the aforesaid deposits under items 1 and 2 of **Annexure – 12** less any deductions as provided for in this Agreement, shall be paid over by the Promoters to the Association.

11. If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the said Tower or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.

12. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking his/her vehicle.

13. **Membership of the Association**

- (i) A single Society/Condominium ("Association") shall be formed of all the allottees in Tower A & Tower B. The Allottee and the allottees of the other flats in the Real Estate Project, shall become members of the said Association and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings. The Allottee shall pay the applicable Association Membership Charges.

- (ii) The Allottee shall observe and perform and comply with all the rules and regulations and bye-laws of the Association and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Apartment therein and for the performance and observance of building Rules, regulations and bye-laws of the concerned local authority, government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the Association regarding occupation and use of the said Apartment and shall pay all outgoings and any other charges in accordance with the terms of this Agreement and the rules, regulations and bye-laws of the Association.

14. **Assignment of the said Building to the Association:**

- (i) It is agreed that the single Association shall be the only Association to be registered for both Towers A & B and no other Association shall be formed with respect to the Allottees of premises in the Towers A & B.
- (ii) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Towers A & B, the Promoter DB shall execute a conveyance of Building and assignment of the leasehold rights of the Sale Towers Plot in favour of the Association subject to the transfer of the Public Parking Lot in favour of the MCGM and subject to Rehab 2 premises area of approx. 1478.06 sq.mtrs ("**Association Assignment**"). Provided if a Condominium is formed, then a Declaration and Deeds of Apartments will be executed as per Maharashtra Apartment Ownership Act.
- (iii) All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of such Deed of Conveyance of the Building and Deed of Assignment of Leasehold rights of Sale Tower Plots and other documents shall be borne and paid by all the Allottees in Towers A &

B.

- (iv) Post execution of the Association Assignment by the Promoters, the Association shall be responsible for the operation and management and/or supervision of the Sale Tower Plot and in Towers A & B, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
 - (v) Post assignment of in Towers A & B and Sale Tower Plot to the Association, the Promoters shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. After the receipt of the Occupation Certificate, the Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Association for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises).
 - (vi) The Allottee(s) agrees and undertakes that the Allottee(s) and /or the Association shall not at any time hereafter be entitled to demand sub-division of the Sale Tower Plot from the said Property.
 - (vii) A separate Association will be formed for the Rehab portion.
15. The Allottee shall, before delivery of possession of the said Apartment in accordance with Clause 10(iv) above, deposit the amounts as provided in **Annexure – 12** hereto, with the Promoters. The Allottee agrees and confirms that the amounts mentioned in item Nos. 1 & 2 of **Annexure – 12** are estimated and the same are subject to revision as would be determined by the Promoters on receipt of the Occupation Certificate.
16. The Allottee has agreed to take membership of the Fitness Centre proposed for the Real Estate Project, and the Allottee shall be liable to make payment

of any Fitness Centre membership charges to the Promoters plus applicable taxes thereon. It is hereby clarified that the membership of the Fitness Centre shall be for the Applicant(s) and his/her/their immediate family members, the term immediate family members shall mean and include husband, wife (and their respective parents) and their children. The Allottee will be liable to pay usage and service charges as and when applicable and the Allottee shall be required to sign the necessary documents for membership of the Fitness Centre, which shall contain the detailed terms and conditions governing such membership. The Allottee is aware that the membership to the Fitness Centre and its usage charges and other amenities shall be governed by the terms and conditions as formulated by the Promoters / Association / Facility Management Company ('FMC') as appointed / nominated by the Promoters and the Allottee shall abide by the same.

17. The Promoters have informed the Allottee 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 said Property. The Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other allottees of flats/units/premises in the Real Estate Project and/or on the said Property, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Property.

18. The Promoters may appoint a Facility Management Company (third party/agency) for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit or a maximum period of 5 years from the Project Completion Date and the same shall be binding upon the Allottee.

19. The Promoters have informed the Allottee/s and the Allottee/s has fully understood, accepted and agreed the amenities and facilities in the Project Land shall be located within the Sale Tower Plot and Podiums. The amenities and facilities will be developed along with the other development activities and may not be fully ready/functional at the time when possession/ handover of the Premises shall be given to the Allottee/s but the same shall be in any case completed on or upon the completion of the development of Phase 2 of the Real Estate Project and the Allottee/s agrees to the same and shall not raise any issues in respect thereof. The amenities and facilities shall be constructed and have the equipment, infrastructure, amenities and facilities as the Promoter may deem fit and appropriate to install and provide therein.

20. **Loan and Mortgage:**

(i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Apartment (subject to the provisions of this Agreement) by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other charges payable by the Allottee under this Agreement.

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said

Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the balance Sale Consideration and other charges payable by the Allottee under this Agreement.

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

22. The Allottee agrees that in the event of non-payment of any of the amounts payable by the Allottee under this Agreement, the Promoter DB/Promoter Radius shall have first lien on the said Apartment for the recovery of such amount without prejudice to the other rights of the Promoter DB/ Promoter Radius as contained herein.

23. **Representations and Warranties of the Promoters:**

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

- (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Property, subject to what is discussed in the Title Report recited hereinabove and also has actual, physical and legal possession of the said Property for the implementation of the Real Estate Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate

Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

- (iii) There are no encumbrances upon the Real Estate Project, except those disclosed under RERA;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed under RERA;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoters have 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;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter DB confirm that the Promoter DB is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as

detailed in the **Third Schedule** hereunder written to the Association;

- (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Occupation Certificate is received and thereafter shall be proportionately borne by the Association;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the said Property and/or the Project.

24. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows: -

- (i) To maintain the said Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of

the building in which the said Apartment is situated, including entrances of the Real Estate Project in which the said Apartment is situated and in case any damage is caused to the Real Estate Project in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter DB to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Apartment committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter DB and/or the Association;
- (v) not to fix any grill to the windows or utility areas;

- (vi) not to enclose any deck, balcony or non-FSI or common areas, which is not in accordance with the approved plans;
- (vii) not to change the frames of windows;
- (viii) not to fix any satellite TV/internet dish on the outside walls / façade of the Building; to only install satellite TV/internet dish at the locations identified by the Promoters and informed to the Allottee at the time of handover;
- (ix) to fix / install the outdoor unit of the air-conditioning system only at the locations identified by the Promoters and informed to the Allottee at the time of handover;
- (x) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Real Estate Project in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound / common areas of the Building / Sale Tower Plot.
- (xii) Pay to the Promoter DB within 15 (fifteen) days of demand by the Promoters, the Allottees share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project.
- (xiii) to bear and pay Building and common area maintenance charges on demand by the Promoters or the FMC / as appointed by the Promoters/ Association.
- (xiv) Bear and pay in a timely manner and forthwith, all amounts, dues,

taxes, instalments of Sale Consideration, as required to be paid under this Agreement.

- (xv) Not to change the user of the said Premises;

The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration, other charges and any other amount payable by the Allottee to the Promoter DB under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee is desirous of transferring the said Apartment and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoters and payment of transfer charges to the Promoter DB, which shall be 5% of the prevailing rate in the Project. In the event of any transfer or assignment of the Allottee's interest or benefit under this Agreement or the Allottee parts with the possession of or interest in the said Premises, without the prior written consent of the Promoters and payment of transfer charges as provided herein-above, such Transfer / Assignment shall not be valid and binding upon the Promoters. The term 'transfer' shall mean and include, handing over possession of the said Apartment to a third party, assignment of the interest and benefits under this Agreement / rights to the said Premises, sale of Premises, license / lease of Premises (including all renewals / extensions / options, if any), transfer of shares of a Company (if the Allottee is a Company), change of control of the Promoters of a Public Limited Company, reconstitution of a Partnership Firm / LLP including but not limited to, by adding new Partners or Resignation of any of the Partners from the Firm / LLP or dissolving the Firm / LLP or change in the commercial terms of the Firm / LLP. In case, the said Apartment is

transferred / assigned by the Allottee to a third party, subject to compliance of the above provisions, Allottee shall hold the third party accountable / liable to all the terms of this Agreement including all amounts outstanding or payable and due in the future. The Allottee (s) confirms that they shall not be entitled to transfer the car parking spaces allotted to the Allottee de hors or independent of the said Flat.

- (xvi) The Allottee shall observe and perform all the rules and regulations and bye laws of the Association and which the Association may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the said Apartment in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xvii) The Allottee shall comply with and adhere to all the rules / regulations and policy as set out in a manual prepared by the Association/FMC in relation to the maintenance, upkeep, use and enjoyment of the said Property including the Building, the common areas and facilities and the said Apartment and shall not raise any objection / dispute in respect thereof.
- (xviii) The Allottee shall permit the Promoter DB and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xix) Till the management of the Building is handed over back to the

Association, the Allottee shall permit the Promoter DB and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xx) The Allottee shall be liable to deposit a sum of Rs, 5,00,000/- (Rupees Five Lacs Only) with the Promoter DB towards interest free refundable security deposit for the due performance of the Allottee's obligations while undertaking fit outs in the said Flat. The Allottee shall obtain the prior written approval of the Promoters for carrying out such fit out works. The Allottee shall complete the fit out works within 90 (Ninety) days of the Promoters granting approval for such fit out works. This Security Deposit shall be refunded by the Promoter DB to the Allottee without interest against completion of the fit out works provided such fit out work has been carried out as per the fit out works approved by the Promoters and in compliance with the approved plans and there is no alteration / damage caused to the structure/common areas and the finishing and installations in the Building(s)/ common areas. The Allottee shall not make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Apartment or any part thereof nor alter the elevation / colour scheme of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structures in the said Apartment / common area or enclose any balcony/common area or any other usable area. During the period of fit outs, the Allottee shall reimburse the cost of services and facilities ("fit out fee") made available by the Promoters to the Allottee during the fit out period as maybe determined on an open book basis. In the event the Allottee fails to make payment of the fit out fee as demanded by the Promoters, the Promoter DB shall be entitled to debit the same to the amounts collected from the Allottee and the Allottee shall be liable to make good such amount on demand with interest @ 21% p.a.

(xxi) The Allottee/s is/are aware that as per the Ministry of Environment, Forest and Climate Change, Government of India Notification dated

14th November 2018, regarding Solid Waste Management Rules, 2016 ("MoEF"), all Premises government or private having waste generation rate exceeding 100kg per day have been declared as Bulk Waste Generators. Accordingly, the Allottees hereby acknowledge and agree that as per notification issued by MoEF and implemented by MCGM, all kitchen/household garbage has to be segregated into dry waste and wet waste. The Allottee/s agree, undertake to segregate the wet and dry garbage generated in and from the said Apartment in separate dust bins and the wet garbage generated in and from the Project shall be treated separately by the purchasers of the Premises in the Project as per the rules and regulation framed by the Promoters/Association and in accordance with the applicable laws and preferably treat the same. The Association (post formation and handover of the Project) shall also be liable and responsible to implement this condition upon all its members/ occupiers/ allottees and shall ensure that the same is adhered to by the Allottees/ occupiers as per the norms laid down by the MOEF and MCGM from time to time.

25. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the out goings and shall utilize the amounts only for the purposes for which they have been received.
26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the Real Estate Project or the said Property and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the Association Assignment, as the case may be.

27. Promoter shall not mortgage or create a charge:

After the Promoters execute this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Apartment as recited hereinabove.

28. Terrace

It is also understood by and between the parties hereto that the terrace space in front of or adjacent to the said Premises, if any, shall belong exclusively to the respective allottee of such Premises and such terrace spaces are intended for the exclusive use of such Allottee. There will be one common terrace for each wing above the top floor.

29. Binding Effect:

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

days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever from the sale proceeds of the said Apartment to a third party.

30. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment The show flat constructed by the Promoters 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 or made available for the Allottee viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee shall not be entitled to make any claim upon the Promoters with respect to any item/component/facet that is not specifically agreed to be provided by the Promoters to the Allottee under this Agreement.

31. Right to Amend:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case

of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

33. 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.

34. Method of calculation of proportionate share:

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

35. Further Assurances:

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

36. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require

performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

37. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Sales office of the Project, or at some other place, which may be mutually agreed between the Promoter DB and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee and the Promoters 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.

38. The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the signatory / POA holder of the Promoters will attend such office and admit execution thereof.

39. All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter DB by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses mentioned in the title of the Agreement. It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

40. Joint Allottees:

That in case there are Joint Allottees all communications shall be sent by the Promoters 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.

41. Stamp Duty and Registration Charges:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoters shall attend such office and admit the execution thereof.

42. 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.

43. 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.

44. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoters and Allottee are set out below,-

Party

PAN

Promoter DB	AACCN4786B
Promoter Radius	AABCI5177L
Allottee	[_____]

45. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include,-
 - a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time

to time;

- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
- a) An individual, firm, partnership, trust, joint venture, Company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

SIGNED AND DELIVERED)
by the withinnamed the Promoter DB)
NEELKAMAL REALTORS TOWER)
PRIVATE LIMITED)
through its authorised signatories)
Mr. _____)
)
Ms. _____)
in the presence of)
)
1))
)

Please affix Photograph
and sign across the
photograph

Please affix Photograph
and sign across the
photograph

2))
SIGNED AND DELIVERED)
by the withinnamed the Promoter Radius)
INDO GLOBAL SOFT SOLUTIONS)
& TECHNOLOGIES PRIVATE LIMITED)
through its authorised signatories)
Mr. _____)
in the presence of)

Please affix Photograph
and signacross the
photograph

1)

2)

SIGNED AND DELIVERED)
by the withinnamed the Allottee)
Mr./Mrs./Messrs. _____)
in the presence of ...)

Please affix Photograph
and signacross the
photograph

1)

2)

RECEIPT

RECEIVED on or before the execution of these presents of and from the
withinnamed the Allottee the sum of Rs. _____/- (Rupees

Only) being the money received towards total consideration.

We Say Received:

Promoter DB

Authorized Signatory

Witnesses:

1.

2.

Housiey.com

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of leasehold land admeasuring 19434.10 sq. mts. bearing CS No.1906 Byculla Division, "E" Ward, Island City, situate off A. Nair Road, near Mahalaxmi Station

THE SECOND SCHEDULE ABOVE REFERRED TO:

Portion of leasehold land admeasuring **15475.38** sq. mts. out of the property described in the First Schedule hereinabove

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES

- i. Entrance lobby and foyer of the Towers
- ii. Lifts and Staircases of the Towers including main landing for the purpose of ingress and egress but not for the purpose of storing or for recreation.
- iii. The landing is limited for the use of the purchaser of the said Flat located on that particular floor and for visitors there to but is subject to means of access for reaching the other floors, available to all purchaser and visitors.
- iv. Internal roads/pathways;
- v. Electric meter/s and water meter/s connected to common lights, water connections, pump set, etc.
- vi. Under Ground water tank floor level.
- vii. Over-head water tanks
- viii. Meter room
- ix. Security Cabin/Rooms
- x. BMS Room
- xi. Refuge Area/s
- xii. Service Floor/s

THE FOURTH SCHEDULE ABOVE REFERRED TO:

FIRSTLY

Flat No. [] admeasuring _____ Sq. Mts. (RERA Carpet Area) on the residential level numbered as [] ([] floor as per the said IOD) in Tower [] of the Building known as **"ONE MAHALAXMI PHASE 1"** branded as **"OPUS"** being constructed on a portion of the Sale Towers Plot.

SECONDLY

[] no. of Car Parking Spaces are allotted as an exclusive additional amenity confined to the said Flat.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

RESTRICTED AREAS AND FACILITIES

- (i) _____ sq. mts. balcony, if any, shown in Light Grey colour on the proposed typical plan of the Apartment hereto annexed and marked as **Annexure-11**;
- (ii) All areas not covered under "common areas and facilities" including common terraces, parking spaces are restricted areas and facilities and the Promoter has absolute right to dispose of the same to any person/s in the manner the Promoter deems fit and proper;
- (iii) Elevational Features, Servants Toilet, Service Slab/Areas, Terraces/deck areas attached and having access only from the said Flat.

List of Annexures

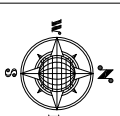
Annexure - 1A & 1B :	Layout plan of Project
Annexure - 2 :	RERA Certificate Phase 1
Annexure - 3 :	RERA Certificate Phase 2
Annexure - 4 :	First Sheet of IOD Plan
Annexure – 5 :	IOD
Annexure - 6 :	CC
Annexure – 7 :	Title Search Report
Annexure – 8 :	Property Register Card (PRC)
Annexure - 9 :	Approved typical floor plan
Annexure - 10 :	Proposed typical floor plan
Annexure - 11 :	Proposed typical Flat plan
Annexure - 12 :	Payment Schedule and other charges
Annexure - 13 :	NOC of Project lender
Annexure - 14 :	Fixtures to be provided in the Premises

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ANNEXURE - 1A

ONE MAHALAXMI, MUMBAI

PROPOSED LAYOUT PLAN



Architect
MANDVIVWALA QUTUB & ASSOCIATES.
TJRF ESTATE 207, OFF DR. E. MOSES ROAD,
SHAKTI MILL COMPOUND LANE, MANSLAKSHIMI (W),
MUMBAI-400011. TEL.-24933535/ 546/ 552

ANNEXURE - 1B

ONE MAHALAXMI, MUMBAI

PROPOSED LAYOUT PLAN



Architect
MANDVIVALA QUTUB & ASSOCIATES.
TUFTE ESTATE 207, OFF DR. E. MOSES ROAD,
SHAKTI MILL COMPOUND LANE, NARHOLAASHIM (W),
MUMBAI-400011. TEL.-24933535 / 546 / 552.