

**AGREEMENT FOR SALE**

**AMONGST**

**RAJ DOSHI EXPORTS PRIVATE LIMITED**  
**(Landowner-Promoter)**

**AND**

**KEYSTONE REALTORS LIMITED**  
**(Joint Developer-Promoter)**

**AND**

(.....)  
**(the Allottee/s)**

*While the Promoters shall endeavor to enter into agreements with allottees in the form substantially similar to this Draft Agreement For Sale, the Promoter reserves their right to make suitable modifications/amendments to this Draft Agreement For Sale as the circumstances may require*

## AGREEMENT FOR SALE

This Agreement (“**this Agreement**”) made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty-Four.

### **AMONGST**

**RAJ DOSHI EXPORTS PRIVATE LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013 and having its registered office at 407, Daulat Bhuvan, Kalbadevi, Mumbai 400 002 hereinafter referred to as "**Landowner-Promoter**" (which expression shall unless repugnant to the context thereof shall be deemed to mean and include its successors and permitted assigns) of the **First Part**;

### **AND**

**KEYSTONE REALTORS LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 2013, having its registered office at 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai – 400069 hereinafter referred to as "**Joint Developer-Promoter**" (which expression shall unless repugnant to the context thereof shall be deemed to mean and include its successors and permitted assigns) of the **Second Part**;

### **AND**

(.....) having his/her/their/its registered office/address at .....hereinafter referred to as "**the Allottee/s**" described in the \_\_\_\_\_ **SCHEDULE** hereunder written of the **Third Part**.

The Landowner-Promoter and the Joint Developer-Promoter are hereinafter collectively referred to as the "**the Promoters**". The Promoters and the Allottee/s are hereinafter collectively referred to as "**the Parties**" and individually as a "**Party**".

### **WHEREAS:**

- . The Landowner-Promoter is the absolute owner of and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land formerly of pension and tax tenure admeasuring 6,067.96 square meters and bearing Old Survey No. 168, New Survey No. 1/155 and bearing Cadastral Survey No. 582 of Mahim Division and Final Plot No. 231 of TPS III Mahim and noted in the T.P.S Scheme Register No. 12 situate lying and being in upper Mahim in the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("**said Larger Land**"). The said Larger Land is more particularly described in the **First Schedule** hereunder written and is shown in red coloured boundary line on the plan annexed hereto and marked as **Annexure "A"**.

- A. There were 8 (eight) cessed and 7 (seven) non-cessed buildings/structures standing on the said Larger Land collectively known as Jariwala Chawl (**"the said Structures"**). The said Larger Land together with the said Structures are hereinafter collectively referred to as **"the said Larger Property"**. There were 278 / occupants/ occupying premises in the said Structures, 21 of which reside in "Om Galaxy" building, 28 of which resided in "Galaxy" building and the balance occupied premises in the balance of the said Structures. It is expressly clarified that presently the Om Galaxy Building and its 21 occupants are not subject matter of this redevelopment and therefore the balance 257 (two hundred and fifty-seven) /occupants are hereinafter referred to as the **"said Occupants"**.
- B. By and under an Agreement dated 15<sup>th</sup> December, 2022 executed by and between the Landowner-Promoter and the Joint Developer-Promoter and registered with the Office of Sub-registrar of Assurances at Serial No. BBE-5-17007 of 2022 read with the Addendum dated 17<sup>th</sup> November, 2023 executed by and between the Landowner-Promoter and the Joint Developer-Promoter registered with the Office of Sub-registrar of Assurances at Serial No. BBE-5-16935 of 2023 (**"Principal Agreement"**), the Landowner-Promoter agreed to develop the said Larger Property with the Joint Developer-Promoter, in the manner and subject to the terms and conditions as set out therein.
- C. By and under Power of Attorney dated 15<sup>th</sup> December 2022 (**"the Power of Attorney"**) and registered with the Office of Sub-registrar of Assurances at Serial No. BBE-5-17008 of 2022, the Landowner-Promoter has granted various powers and authorities in favour of the Joint Developer-Promoter with respect to the development of the said Larger Property, as set out therein.
- D. The Landowner-Promoter and the Joint Developer-Promoter are now developing the said Larger Land in a phase-wise manner as mentioned hereinbelow:
- (a) On a portion of the said Larger Land admeasuring \_\_\_\_ square meters 2 (two) building(s), being Wing C and Wing D (**"Rehab Buildings"**) are to be constructed to provide permanent alternate accommodation to the said Occupants together with amenities to be provided therein in accordance with permissible law (**"Rehab Portion"**). The Rehab Buildings are demarcated with \_\_\_\_ colour and \_\_\_\_ colour respectively on the plan annexed hereto and marked as **Annexure "A"**; and
  - (b) On a portion of the said Larger Land admeasuring \_\_\_\_ square meters (**"Project Land"**) 2 (two) sale building(s), being Wing A and Wing B are to be constructed by exploiting, consuming, and utilizing such FSI as permissible together with amenities to be provided therein; for residential, commercial, retail and such other users as may be permissible in law (**"Project Buildings"**). The Project Buildings are demarcated with \_\_\_\_ colour and \_\_\_\_ colour respectively on the plan annexed hereto and

marked as **Annexure “A”**. The Project Land and the Project Building are hereinafter collectively referred to as the “**said Project**”;

- (c) The Rehab Buildings constructed on the Rehab Portion and the Project Buildings constructed on the Project Land shall hereinafter be collectively referred to as the “**Larger Project**”. The Allottee has perused a copy of the plan showing the Larger Project (including detailing therein the layout development and points of entry and exit) and which is annexed hereto and marked as **Annexure “A”**.

E. The Landowner-Promoter and the Joint Developer-Promoter have registered the said Real Estate Project (defined below) being part of the said Project with the Maharashtra 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**”). The Authority has duly issued the Certificate of Registration bearing No. \_\_\_\_ dated \_\_\_\_\_, 2024 for the said Real Estate Project (defined below) and a Certificate of Registration bearing No. [\_\_\_\_] dated [\_\_\_\_], 2024. A copy of the RERA certificate in respect of the Real Estate Project (defined below) is annexed and marked hereto as **Annexure “B”**. The principal and material aspects of the said Real Estate Project (defined below) are as set out in the recitals and clauses of this Agreement including in the **Second Schedule** hereunder written.

F. The principal and material aspects of the development of the said Project (including the said Real Estate Project) are briefly stated below: -

- (a) The said Project shall comprise of 2 (two) wings, being Wing B known as “**Rustomjee 180 Bayview Matunga (W) - Wing B**” (“**the said Real Estate Project**”) and Wing A known as “**Rustomjee 180 Bayview Matunga (W) - Wing A**” are demarcated with \_\_\_\_ colour and \_\_\_\_ colour respectively on the plan annexed hereto and marked as **Annexure “A”**;
- (b) The said Project including the said Real Estate Project is being developed under the provisions of Regulation 33 (9) and such other applicable provisions of DCPR;
- (c) The development of the said Larger Land will be undertaken in a phase-wise manner;
- (d) The said Real Estate Project shall consist of and comprise of such number and type of floors as are more particularly mentioned in the Third Schedule hereunder written and hereinafter referred to as “**Floor Composition**”;

- (e) The total floor space index (hereinafter referred to as “**FSI**”) sanctioned/proposed to be sanctioned in the construction of the said Real Estate Project is more particularly set out in the **Third Schedule** hereunder written;
- (f) Municipal Corporation of Greater Mumbai (“**MCGM**”) has sanctioned plans for construction of the said Project (including the said Real Estate Project) and has issued the Intimation of Disapproval bearing reference number [ ] dated [ ] (hereinafter referred to as “**IOD**”) together with the sanctioned plans (as amended from time to time) in respect of the said Project (including the said Real Estate Project), (hereinafter referred to as the “**Sanctioned Plans**”) and Commencement Certificate bearing reference no. [ ] dated [ ] (hereinafter referred to as “**CC**”) with respect to the said Larger Project (including the said Real Estate Project) and the same shall be amended, modified, revised, varied and updated from time to time during the course of construction of the said Project (including the said Real Estate Project). The Allottee/s has/have perused and examined the copies of the said Sanctioned Plans. Copies of the IOD and CC are annexed hereto and marked as **Annexure “C”** and **Annexure “D”** respectively hereto;
- (g) The Allottee/s has/have perused a copy of the layout plan (“**Layout**”) which, *inter alia*, specifies, the location of the said Project (including the said Real Estate Project). A copy of the Layout is annexed hereto and marked as **Annexure “E”**;
- (h) The building section plan of the said Real Estate Project, is hereinafter referred to as “**Building Section Plan**” and is annexed hereto and marked as **Annexure “F”**;
- (i) The common areas, facilities and amenities comprised in the Project Buildings (“**Whole Project Amenities**”) usable by all the allottees who have purchased premises in the said Project are more particularly listed in the **Part A** of the **Second Schedule** hereunder written and the common areas, facilities and amenities comprised in the said Real Estate Project (“**Real Estate Project Amenities**”) are more particularly listed in the **Part B** of the **Second Schedule** hereunder written and the common areas comprised in the **said Larger Project** usable for the said Larger Project are more particularly listed in the **Part C** of the **Second Schedule** hereunder written;
- (j) The Joint Developer-Promoter shall be entitled to put signage / boards to reflect the name of “**Rustomjee**” and/or “**Rustomjee [ ]**” and/or “**[ ] by Rustomjee**” (and/or any brand name the Joint Developer-Promoter is permitted to use or as desired by the Joint Developer-

Promoter), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Project including the said Real Estate Project and on the facade, terrace, compound wall or other part of the said Project including the said Real Estate Project. The Joint Developer-Promoter shall also be entitled to place, select, decide hoarding/board sites. The Landowner-Promoter has already put a signage / board to reflect the details of the Larger Project, including the name of Raj Doshi Exports Private Limited as the owner of the Larger Land;

- (k) The Joint Developer-Promoter shall in consultation with the Landowner-Promoter be entitled to designate any spaces/areas in the said Project and/or the said Real Estate Project or any part thereof (including on the terrace and basement levels of the buildings therein) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the Allottee/s and other allottees of the premises in the said Project and/or the said Real Estate Project. Such designation by the Joint Developer-Promoter whether on lease, leave and license basis or such other method as the Joint Developer-Promoter may deem fit, shall be executed by the Landowner Promoter with such third-party utility service provider in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Joint Developer-Promoter may require and may be utilized in common including by allottees of premises in the said Project /Real Estate Project/on the said Larger Land as the case may be. The Promoters and any of their workmen/agents/contractors/employees of the Project shall be entitled to access and service such infrastructure and utility over the said Project and/or the said Real Estate Project and/or the said Larger Land;
- (l) The Landowner-Promoter shall confer title of the said Project, as mentioned at Clause 8 below. The Joint Developer- Promoter shall render the necessary assistance to the Landowner- Promoter in that regard.

- G. The above details and further aspects of the said Real Estate Project are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure "B"** hereto.
- H. By virtue of the documents specified hereinabove and the approvals / permissions obtained / to be obtained by the Landowner-Promoter and/or the Joint Developer-Promoter in respect of the said Project , the Landowner-Promoter has the rights and is entitled to sell the units comprised in the said Real Estate Project and to enter into this Agreement with the Allottee/s and receive the Sale Consideration (as defined below) in terms hereof.

- I. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects Messrs \_\_\_\_\_.
- J. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property Card showing the nature of the title of the Landowner-Promoter to the Project Land on which the premises / units are constructed or are to be constructed have been annexed hereto and marked as **Annexure "G"** and **"H"**, respectively.
- K. The Landowner-Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Landowner-Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said Real Estate Project and the Landowner-Promoter has accepted the professional supervision of the Architect and the structural engineer till the completion of the said Real Estate Project.
- L. Accordingly, the Landowner-Promoter shall together with the Joint Developer-Promoter develop the said Project/Project Buildings in accordance with the plans and approvals obtained/to be obtained by it.
- M. The Allottee/s have applied for acquiring premises in the said Real Estate Project, more particularly described in the Third Schedule hereunder written (hereinafter referred to as the **"said Premises"**). The carpet area of the said Premises is set out in the Third Schedule hereunder written. The term "carpet area" is as defined under the provisions of RERA.
- N. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- O. The Landowner-Promoter, with the confirmation of the Joint Developer-Promoter, has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase, the said Premises at or for the price more particularly mentioned in the Third Schedule hereunder written and hereinafter referred as the **"Sale Consideration"** payable by the Allottee/s to the Landowner-Promoter in the manner set out in the **Fourth Schedule** hereunder written.
- P. Under Section 13 of the RERA, the Landowner-Promoter is required to execute a written Agreement for Sale of the said Premises with the Allottee/s, being in

fact these presents and also to register said Agreement under the Registration Act, 1908.

- Q. By virtue of the Principal Agreement and the Power of Attorney and the approvals / permissions obtained / to be obtained by the Landowner-Promoter in respect of the said Larger Property including the said Project Land, the Landowner-Promoter has the right and is entitled to sell the apartments/units comprised in the Project and to enter into this Agreement with the Allottee/s and receive the Sale Consideration in terms hereof;
- R. The copies of the following are annexed hereto as follows:

Annexure	Description
Annexure “A”	Plan of the said Larger Land and Larger Project
Annexure “B”	RERA Registration Certificate
Annexure “C”	Intimation of Disapproval
Annexure “D”	Commencement Certificate
Annexure “E”	Layout Plan
Annexure “F”	Building Section Plan
Annexure “G”	Certificate of Title issued by the advocate of the Promoters
Annexure “H”	Property Register Card of the said Larger Land
Annexure “I”	Floor Plan of the said Premises
Annexure “J”	List of internal fixtures, fittings and specifications of the said Premises

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

1. **Purchase of the said Premises and Sale Consideration:**
- 1.1. The Real Estate Project shall be constructed in accordance with the terms of the Principal Agreement and the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1.2. The Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law or any change as may be contemplated by any of the disclosures already made to the Allottee/s.
- 1.3. The Allottee/s hereby agree/s to purchase from the Landowner-Promoter and the Landowner-Promoter hereby agrees to sell to the Allottee/s, the said Premises,



more particularly set out in the **Third Schedule** hereunder written as shown in the floor plan hereto annexed and marked as **Annexure “I”**, for the **Sale Consideration**, as set out in the Third Schedule. The internal fixtures, fittings and specifications of the said Premises are detailed and annexed and marked in **Annexure “J”** hereto.

1.4. The Landowner-Promoter has granted specific power to the Joint Developer-Promoter enabling the execution of the sale agreements, and performance of this Agreement including collection of the Sale Consideration and Instalments and Other Charges (including all other amounts payable by the Allottee/s under this Agreement) on behalf of the Landowner-Promoter.

1.5. In addition to the carpet area of the said Premises there are certain areas such as balcony and utility areas appurtenant to the said Premises and shown in blue colour hatch lines on the plan annexed hereto and **Annexure “I”** (hereinafter referred to as the **“the Additional Areas”**). The Additional Areas shall be exclusive to said Premises.

1.6. The Landowner-Promoter has agreed to provide exclusive use of the car parking space(s) to the Allottee/s (hereinafter referred to as **“said Car Parking Spaces”**). The said Car Parking Spaces are more particularly detailed in the **Third Schedule** hereunder written. The Allottee/s agrees and acknowledges that:

1.6.1. The said Car Parking Spaces are provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Spaces by the Promoters and shall pay such outgoings in respect of the said Car Parking Spaces as may be levied by the Landowner-Promoter.

1.6.2. The Car Parking Spaces identified in the Third Schedule hereunder written are final and binding on the Allottee/s and the Allottee/s hereby gives his/her irrevocable consent for the same and undertakes not to dispute such allocation, the size, location and type of arrangement for any reason whatsoever at any time in future.

1.6.3. The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Spaces allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Spaces shall be co-extensive and co-terminus along with this Agreement and the said Premises. The Allottee/s agrees that unauthorized use of the Car Parking Spaces will tantamount to a material breach of the terms of this Agreement.

1.6.4. The Allottee/s undertake/s to pay such maintenance charges in respect of the said Car Parking Spaces as may be decided by the Landowner-Promoter and the Joint Developer-Promoter or Association as the case maybe, from time to time.

1.7. The Allottee/s has paid on or before execution of this Agreement part payment of the Sale Consideration as advance payment, details whereof are mentioned in the Receipt attached hereto. The Allottee/s hereby agree/s to pay the balance Sale Consideration in the manner as more particularly mentioned in the Fourth Schedule hereunder written.

1.8. The Landowner -Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase from the Landowner-Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Landowner-Promoter is agreed on the basis of the carpet area of the said Premises.

1.9. Upon intimation to the Allottee/s, the Allottee/s shall make stage-wise payment towards Sale Consideration due as detailed under Fourth Schedule (the payment at each stage is individually referred to as "**the Instalment**" and collectively referred to as "**the Instalments**") as per the demand and tax invoice issued to the Allottee/s in that behalf. The Allottee/s shall be bound and obligated to pay to each Instalment within 15 (fifteen) days receiving a demand for the payment of the Instalment, time being the essence of the contract in the bank account designated in the demand and tax invoice and as more particularly detailed in the **Third Schedule** hereunder written.

1.10. The payment of the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is one of the principal, material and fundamental terms of this Agreement (time being the essence). The Landowner-Promoter has agreed to allot the said Premises to the Allottee/s at the Sale Consideration *inter-alia* because of the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings in accordance with this Agreement. The Sale Consideration shall be utilized in the manner stipulated in the Principal Agreement.

1.11. The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Premises, Whole Project Amenities and common areas of the Larger Project used by the allottees of the said Project. The Allottee/s along with other allottees of the said Project are liable to bear and pay the Other Charges as set out in the Part A and the Part B of the **Fifth Schedule** within 15 (fifteen) days from issuance of the demand letter in that regard. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in the Other Charges as set out in the Part A and the Part B of the Fifth Schedule shall be intimated to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The heads of the Other Charges as set out in the Part

A and the Part B of the Fifth Schedule are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the Other Charges as shall be intimated to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the Other Charges and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises.

1.12. The Allottee/s assure(s) that the tax, Other Charges, and any other amounts mentioned in this Agreement shall be paid within a period of 15 (fifteen) days from the date of the demand letter without default, time being of the essence.

1.13. The Sale Consideration and the Other Charges above excludes Goods and Service Tax, Property Tax, Swatch Bharat Cess or any other form of indirect tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project and/or the said Premises and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone and neither of the Promoters shall liable to bear or pay the same or any part thereof. It is clarified that all taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) and all other applicable indirect and direct taxes, duties and impositions 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 and/or the said Car Parking Spaces, shall be borne and paid by the Allottee/s alone and neither of the Promoters shall be liable to bear or pay the same or any part thereof.

1.14. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/government from time to time. While raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the said notification/order/rule/regulation published/issued in that behalf to that effect shall be enclosed along with the demand letter being issued to the Allottee/s.

1.15. The Allottee/s agree/s that the calculation of carpet area of the said Premises is based upon the plans approved by the governmental authority and the same may undergo variation at the time of completion of construction of the said Premises, on account of construction/planning related exigencies. The Allottee/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder. The Landowner-Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Allottee/s after the construction of the said Premises is completed and the occupancy certificate for the same has been granted by the

competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (plus or minus three percent). The consideration payable for the variation in carpet area shall be recalculated by the Landowner-Promoter. If there is any reduction in the carpet area within the defined limit then the Landowner-Promoter shall refund the proportionate excess money paid by the Allottee/s **on the date of handing over possession of the said Premises**. If there is any delay in refunding the aforesaid proportionate excess money to be paid to the Allottee/s beyond 45 (forty five) days of handing over of the possession of the said Premises, the Landowner-Promoter shall pay the same with interest at the prevailing rate of **State Bank of India Highest Marginal Cost of Lending Rate plus 2%** thereon or such rate of interest as may be prescribed by law ("**Interest**") on the aforesaid proportionate excess money paid by the Allottee/s for the delayed period of payment thereof. Provided that the Landowner-Promoter shall cease to be liable to make the payment of any interest, if the Landowner-Promoter offers possession of the said Premises to Allottee/s and the Allottee/s fails to take possession thereof in accordance with the Possession Notice (defined below).

**1.16.** If there is any increase in the carpet area allotted to the Allottee/s, **the Allottee/s shall pay the proportionate additional Sale Consideration and Other Charges taxes, maintenance and outgoings and the same shall be payable by the Allottee/s on or prior to the date of handing over possession of the said Premises. If there is any delay in payment of the aforesaid proportionate excess money payable by the Allottee/s from the date of demand thereof, the Allottee/s shall, without prejudice to other rights of the Landowner-Promoter, pay the same with Interest for the delayed period. All these monetary adjustments shall be made at the same rate per square feet, as agreed in the Third Schedule. Failure by the Allottee/s to make payments shall amount to a "default" and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. After the possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise against either of the Promoters.**

**1.17.** All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account opened in the name of Landowner-Promoter and operated in terms of the Principal Agreement as set out in the **Third Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the acquisition of the said Premises, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Landowner -Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Landowner -Promoter more particularly mentioned in the Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Third Schedule shall not

be treated as payment towards Sale Consideration in respect of the said Premises. The Promoters shall jointly be entitled to change the account (as set out in the Third Schedule) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, Landowner-Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of INR. 5,000/- (Indian Rupees Five Thousand Only) for dishonour of a particular payment instruction for the first instance and for the second instance the same would be INR 10,000/- (Indian Rupees Ten Thousand Only) in addition to the Interest. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s)/NEFT/RTGS only. This is without prejudice to the right of Landowner - Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottee/s.

1.18. Further, the Allottee/s or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Landowner-Promoter in the prescribed Form 16B for the same, within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The credit for the TDS amount deposited by the Allottee/s / financial institution will be given to the Allottee/s only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing on the Income Tax Department website. In the event, the Allottee/s fails to produce the Original TDS Certificates for all the payments made by the Allottee/s at the time of handing over possession of the said Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with Landowner-Promoter such equivalent TDS amount as an interest free deposit, which deposit shall be refunded by the Landowner-Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within 1 (one) month from the date of handing over possession of the said Premises. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Landowner-Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by Landowner-Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby

indemnify(ies) Landowner-Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Landowner-Promoter.

1.19. The Allottee/s agree/s and confirms that in the event of delay/default in making payment of the GST and/or TDS or any such taxes or amounts under this Agreement, then without prejudice to any other rights or remedies available with the Landowner-Promoter under this Agreement and in law, the Landowner-Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Landowner-Promoter.

1.20. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoters (in terms of the Principal Agreement), first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoters (in terms of the Principal Agreement) to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s.

## **2. Covenants of the Promoters and the Allottee/s:**

2.1. The Landowner-Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises.

2.2. Nature of inter-se roles, responsibilities and obligations of the Promoters shall be as per the terms of the Principal Agreement. The roles, responsibilities, rights, entitlements, obligations and liabilities of the Landowner-Promoter and the Joint Developer-Promoter shall be as per and to the extent as set out under the Principal Agreement and nothing contained herein shall affect the inter-se roles, responsibilities, rights, entitlements, obligations and liabilities of / between the Landowner-Promoter and the Joint Developer-Promoter under the Principal Agreement and all the modifications / amendments thereto from time to time. The Landowner-Promoter and the Joint Developer-Promoter agree and undertake to comply with their respective roles, responsibilities and obligations contained in the Principal Agreement.

2.3. Time is of the essence for the Promoters as well as the Allottee/s. The Landowner-Promoter shall, subject to Force Majeure Events (as defined below) abide by the time schedule for completing the said Premises and offering the said Premises to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments

of the Instalment and other dues payable by him/her under this Agreement and meeting all the covenants and obligations under this Agreement.

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/s created herein, may prejudicially be affected.

3. **Entitlements of the Promoters:**

The Allottee/s agrees, declares and confirms that:-

**[Note: all these disclosures are in accordance with the Model Form AFS and are made to ensure the entire scheme of development contemplated by the Promoters is fully placed before the Allottee, so that the Allottee can give an informed consent. The disclosures made below are required to ensure that the test of what is an 'informed consent' as expounded by the Hon'ble Supreme Court and Hon'ble Bombay High Court is duly satisfied]**

3.1. The Landowner-Promoter (with written confirmation of the Joint Developer-Promoter) shall be entitled to club, amalgamate the development/redevelopment of the Project Land with adjacent/adjoining properties or any other properties ("**Adjoining Properties**"). The same may be taken as a common integrated layout with the Project Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, Landowner-Promoter shall be entitled to take steps including but not limited to following:

3.1.1. Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, land composition and land mix.

3.1.2. Float FSI/Transferable Development Rights ("**TDR**") from Adjoining Properties onto the Project Land and undertake consequent construction, development, transfer, sale, marketing and alienation.

3.1.3. Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.

3.1.4. Provide common access and entry and exit points to and from the Project Land (or part thereof) and the Adjoining Properties, which may be used in common by the allottees/occupants of premises/apartment constructed on the Project Land (or part thereof) and the balance portion of the Project Land and other properties.

3.1.5. Upon such acquisition, clubbing or amalgamation of Adjoining Properties the magnitude and scope of the Project and / or the Project Land shall



vary and modify in accordance with the actual acquisition of the Adjoining Properties. Thereafter, all references in this Agreement to the said Larger Land shall be construed as references to such amalgamated property unless the context requires otherwise.

3.2. The Promoters shall be entitled to utilise the full and maximal development potential of the Larger Project, said Larger Land and the Adjoining Properties as may be agreed between the Promoters to the exclusion of the Allottee/s.

3.3. The Promoters shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

3.4. The Whole Project Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee/s. The Landowner-Promoter contemplate to complete and provide the Whole Project Amenities only upon the completion of the entire said Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/her/their irrevocable consent. The Promoters reserve their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Whole Project Amenities, for which the Allottee/s hereby confirms such right of the Promoters and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Whole Project Amenities shall form part of the Project Buildings, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoters and / or the Association from time to time.

3.5. All the revenues generated of any nature whatsoever from the Project including from the Whole Project Amenities and Real Estate Project Amenities till the date of handing over management and maintenance of the Project to the Association shall solely belong to the Landowner-Promoter, and neither the Allottee/s nor the Association and / or any other allottee of the Project shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Project which belongs to the Landowner-Promoter.

3.6. The Allottee/s agrees that the Joint Developer-Promoter shall be entitled to raise construction finance, project finance or any other finance or loan in the books of the Landowner-Promoter against the security of premises proposed to be constructed in the Project, by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any bank / financial institution / non-banking financial institution (Lenders) and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible/liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).



3.7. The Joint Developer shall be entitled to undertake branding of the said Project, preparing all the materials, brochure, advertisement material in that regard, as the Joint Developer-Promoter deems fit.

4. **Possession:**

4.1. The Landowner-Promoter shall endeavor to complete the construction of the said Premises and Landowner-Promoter shall obtain the part / full Occupation Certificate from the MCGM and/or the concerned authority, in respect of the said Premises on or before the date more particularly described in the Third Schedule hereunder written, subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the Landowner-Promoter shall be entitled to extension of time for giving delivery of the said Premises on the aforesaid date, without levy of any penalty, damages, interest or compensation, if the completion of Project is delayed on account of any or all of the following factors:- (i) war, civil commotion, or act of God and/or (ii) any notice, order, rule, notification of the Government and / or other public or competent authority and/or (iii) any force majeure events. Force Majeure Event shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and/or act of god affecting the regular development of the Real Estate Project.

5. **Procedure for taking possession:**

5.1. Upon obtaining the occupancy certificate from the competent authority in respect of the said Premises and upon payment made by the Allottee/s as per this Agreement and provided no breach of the Allottee/s is subsisting at the relevant time, the Landowner - Promoter shall within 30 (thirty) days of receiving the occupancy certificate, offer in writing to the Allottee/s to take the possession of the said Premises within 15 (fifteen) days from the date of issue of such notice ("Possession Notice"). The Allottee/s agree/s and declares that non-completion of other units/premises in the said Real Estate Project and Real Estate Project Amenities, at the time of possession shall not be a reason for not accepting possession of the said Premises. The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by Landowner-Promoter from the date of Possession Notice.

5.2. Upon receiving the Possession Notice as agreed above, the Allottee/s shall take possession of the said Premises from the Landowner-Promoter within 15 (fifteen) days from the date of the Possession Notice by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Landowner-Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to

take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s shall become liable to pay the balance portion of the Sale Consideration and to bear and pay his/her/its proportionate share of maintenance and outgoings.

5.3. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause and in any event within 15 days from the date of (fifteen) days from the date of the Possession Notice irrespective of whether the Allottee/s takes possession, pay to the Landowner- Promoter the Other Charges as set out under in the Part A and the Part B of the Fifth Schedule. The amounts mentioned in the Part A of the Fifth Schedule shall not be accountable by the Promoters. The amounts mentioned in the Part B of the Fifth Schedule shall be accounted only for the Association in the the Real Estate Project and not to the Allottee/s individually and shall not carry any interest. The interest if any on such amounts shall solely be utilized by the Promoters in terms of the Principal Agreement. The Other Charges are tentative and are liable to be revised by the Landowner – Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Part A and the Part B of the Fifth Schedule, to the bank account mentioned in the **Third Schedule** hereunder written. Until the Association is formed and the management thereof is offered to the Association, the Allottee/s shall pay such proportionate share of outgoings as may be determined by the Landowner-Promoter at their discretion.

5.4. If within a period of five years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Landowner-Promoter any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Landowner-Promoter at cost and expense to be borne and paid by Landowner-Promoter provided that such structural defect is not caused by reason of any acts or omissions of the Allottee/s or due to a Force Majeure Events or any for any other reason beyond the control of the Promoters.

## 6. **Delays and Termination:**

### 6.1. **Landowner-Promoter's delay and Allottee/s rights and remedies:**

If the Landowner-Promoter fails to abide by the time schedule for completion and offering possession of the said Premises to the Allottee/s on/or before the Possession Date (provided in the Third Schedule at Serial No. 12) with a further grace period of 6 (six) months, subject to Force Majeure Events, the Allottee/s shall be entitled to either:

6.1.1. to claim Interest on all the amounts paid by the Allottee/s towards the Sale Consideration for every month of delay, till possession of the said

Premises is offered by the Landowner-Promoter, upon addressing a notice in this regard to the Landowner-Promoter ("**Interest Notice**") by registered post A.D. at the address provided by the Landowner-Promoter.

OR

**6.1.2. Terminate this Agreement:** Except for the failure of the Landowner-Promoter to offer the possession of the said Premises on or about the Possession Date with a further grace period of 6 (six) months (subject to Force Majeure Events), the Allottee/s shall have no right to demand termination of this Agreement. To terminate this Agreement, the Allottee/s shall have to:

- (a) Give written notice to the Landowner-Promoter by registered post A.D. at the address provided by the Landowner-Promoter ("**Allottee/s Termination Notice**").
- (b) On the receipt of the Allottee/s Termination Notice by the Landowner-Promoter, this Agreement shall stand terminated and cancelled forthwith.
- (c) The Allottee/s shall execute and register a Deed of Cancellation (in the format as prescribed by the Promoters) (with the original of this Agreement being annexed to the Deed of Cancellation) within a period of 30 (thirty) days from the date of the Allottee/s Termination Notice and thereafter, within a period of 30 days from the date of registration of the Deed of Cancellation, the Landowner-Promoter shall refund to the Allottee/s the amounts already received by the Landowner-Promoter under this Agreement.
- (d) The Allottee/s hereby agrees and confirms that the Landowner-Promoter shall not be responsible for the refund of any of the applicable taxes including GST, stamp duty, registration charges, other outgoings or any other tax, levy, statutory charges paid by the Allottee/s to the Landowner-Promoter and/or collected by the Landowner-Promoter from the Allottee/s.
- (e) On such repayment of the amounts payable by the Landowner-Promoter (as stated in this Clause) to the Allottee/s, the Allottee/s / its banks/ financial institutions shall have no claim of any nature whatsoever against the Promoters and/or the said Premises and/or the Car Parking Spaces and the Promoters (in terms of the Principal Agreement) shall be entitled to deal with and/or dispose of the said Premises and/or the Car Parking Spaces in the manner it deems fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever.

(f) It is agreed and clarified that the Promoters are not and shall not in any way be liable for the payment of any loans taken by the Allottee/s from any banks and / or financial institutions or otherwise for acquiring the said Premises. On refund of the sums by the Landowner-Promoter to the Allottee/s, mortgage or charge of the bank/ financial institution on the said Premises, if any, shall stand released without any further act, deed matter or thing.

(g) If the Allottee/s does not settle the bank loan and / or defaults in servicing or repayment of the loan, the bank / financial institute shall have no recourse to the Promoters and on the aforesaid termination, the Landowner-Promoter shall be at liberty to dispose of and transfer the said Premises and assign the Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoters may deem fit in its sole discretion

6.1.3. In case the Allottee/s elects his remedy under Clause 6.1.1 above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 6.1.2 above and vice-versa.

## **6.2. Allottee's delay and Promoters rights and remedies:**

6.2.1. If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee to the Landowner-Promoter under this Agreement (including but not limited to his/her/it's proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.), the Allottee/s shall pay to the Landowner -Promoter, Interest, on all and any such delayed payments computed from the due date till the date such amounts are fully and finally paid together with the Interest.

6.2.2. Without prejudice to the right of the Landowner-Promoter to charge Interest in terms of this Agreement and any other rights and remedies available to the Landowner-Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Landowner-Promoter under this Agreement (including but not limited to his/her/it's proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Consideration, the Promoters shall be entitled at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, Landowner-Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Courier or Registered Post

AD at the address provided by the Allottee/s together with an email at the e-mail address provided by the Allottee/s, of Landowner-Promoter's 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.

6.2.3. If the Allottee/s fails to rectify the breach or breaches mentioned by the Landowner-Promoter including making full and final payment of any outstanding dues together with the Interest in terms of this Agreement within the period of aforesaid notice, then at the end of such notice period, the Landowner-Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Landowner-Promoter's Termination Notice**"), by Courier or Registered Post A.D. or email at the address provided by the Allottee/s..

6.2.4. On the termination and cancellation of this Agreement in the manner as stated hereinabove and without prejudice to the other rights and contentions of the Promoters, the rights of the Allottee/s under this Agreement and in respect of the said Premises and/or the said Car Parking Spaces shall automatically and immediately stand extinguished and terminated and the Landowner-Promoter shall be entitled to sell and transfer the said Premises to another allottee ("New Allottee") for such consideration and in such manner as it deems fit and proper. In such a case, the Landowner-Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) \_\_\_% (\_\_\_percent) of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the said Premises to the Allottee/s and the New Allottee) to occur on the resale of the said Premises to the New Allottee as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty ("Liquidated Damages") and refund the balance amount (without any interest thereon) within a period of 30 (thirty) days from date of termination or the sale by the Landowner-Promoter of the said Premises to a third party, whichever is later. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Landowner-Promoter pursuant to this Agreement (including, inter alia, any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Allottee/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Landowner-Promoter in finding a new willing acquirer/transferee who may acquire the said Premises (including but not limited to brokerage charges as may be incurred by the Landowner-Promoter in that behalf). It is clarified that in the event if the Allottee/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Allottee/s under this Agreement or the said Premises, then and in such an event, the

refund pursuant to this Clause shall be made by the Landowner-Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Landowner-Promoter to the Allottee/s. The Landowner-Promoter shall thereupon also be free and entitled in its own right to deal with the said Premises and car park and the Landowner-Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Allottee/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

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

6.2.6. Further, after issuance of the Landowner Promoter's Termination Notice, neither the Landowner-Promoter nor the Joint Developer-Promoter shall be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

6.2.7. The Allottee/s waives his/her/their right to raise any objection to the deductions as aforesaid or adjustment or appropriation of the deductions as aforesaid and acknowledges that the amount of the deductions as aforesaid is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoters. The understanding arrived at in this Clause forms the material and fundamental basis on which the Landowner-Promoter has agreed to allot the said Premises to the Allottee/s.

6.2.8. Without prejudice to rights and remedies available to the Landowner-Promoter under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Premises with NOC of the Landowner-Promoter and this Agreement is terminated by the Landowner-Promoter then in that case the entire mortgage shall stand released without any further act, deed, matter or thing and that the bank/financial institution shall

have no recourse against the Landowner-Promoter, the said Premises or the Real Estate Project.

6.3. The Promoters herein have specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Landowner-Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.

6.4. The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoters shall not be responsible for the same.

#### **7. Facility Manager/s / Utility Provider/s:**

7.1. For and on behalf and in the name of the Landowner-Promoter (in terms of the Principal Agreement), the Joint Developer-Promoter shall be entitled to negotiate and cause the Landowner-Promoter to enter into appropriate arrangement/agreement with the utility providers ("**Utility Providers**") i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("**Utilities**") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoters and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that Promoters are obligated / liable to provide all or any of the Utilities.

7.2. The Landowner-Promoter shall ensure the upkeep and maintenance of the Real Estate Project including for the Real Estate Project Amenities and formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and in this regard shall have the right to appoint and enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project including for the Real Estate Project Amenities ("**Services**") in full or in part and such decision shall be final and binding upon the Allottee/s ("**Facility Manager/s**"). The tenure of Facility Manager/s shall be until the Landowner-Promoter offers to hand over the management and maintenance of the Real Estate Project to the Association/ and/or until such other period as may be decided by the Landowner-Promoter.



Upon handing over management and maintenance of the Real Estate Project to the Association, the Association shall be entitled to undertake the management and maintenance of the Real Estate Project including the Real Estate Project Amenities. The Promoters may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the Real Estate Project Amenities and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

7.3. The Joint Developer-Promoter shall in consultation with the Landowner-Promoter, shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. Such designation by the Joint Developer-Promoter whether on lease, leave and license basis or such other method as the Joint Developer-Promoter may deem fit, shall be executed by the Landowner Promoter with such Utility Provider/s and the Facility Manager/s in accordance with applicable law.

7.4. The Joint Developer-Promoter (in terms of the Principal Agreement) has the authority to negotiate with such Facility Manager/s and/or the Utility Provider/s and cause the Landowner-Promoter to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Association/ Allottee/s / residents / occupiers of the premises comprised in the Real Estate Project in the manner as may be determined by the Promoters. Such charges would be levied on the basis of the carpet area of the said Premises and the Allottee/s agrees that it/he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Landowner-Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoters. The cost of maintenance and management of the Project shall be borne and paid by the Allottee/s along with other allottees in the Real Estate Project.

7.5. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and the Real Estate Project Amenities.

7.6. Upon formation of the Association and handing over of the management of the operation and maintenance of the Real Estate Project Amenities to the Association, the Landowner-Promoter shall novate and assign the agreements



executed with the Facility Manager/s and the Utility Provider/s in this regard to the Association by executing necessary deeds and documents with the Association. The Promoters (in terms of the Principal Agreement) shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion prior to any novation/ assignment in favour of the Association, as stated hereinabove.

7.7. Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project.

7.8. The Promoters have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Promoters shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoters shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.

## 8. **Formation of the Association/s:**

8.1. The Landowner-Promoter, shall with the assistance of the Joint Developer-Promoter, submit the application for formation and the registration of an association comprising of the allottee(s) of the said Project, and such association may be a co-operative housing society registered and incorporated under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder or an association of apartment owners i.e. a condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970 ("Association").

8.2. The Allottee/s is/are aware and acknowledge(s) that this Agreement is entered into by the Promoters and the Allottee/s on the specific understanding that, it shall be at the discretion of the Promoters to decide the nature of the Association of which the allottee/s of the unit(s) in the said Project shall become members including the Allottee/s.

8.3. The Allottee/s along with other allottee/s of the premises in the Real Estate Project shall join in forming and registering the Association to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and

documents necessary for formation and the registration of such Association and for becoming members, including the bye-laws and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Landowner-Promoter to register the Association under the applicable law.

8.4. The Landowner-Promoter shall be entitled, but not obliged to, join as a member of the Association in respect of unsold premises / units in the tower/Project, if any.

8.5. Post the offering to hand over the management and maintenance of the Real Estate Project to the Association, as the case may be, by the Landowner - Promoter, the Association shall be responsible for the operation and management and/or supervision of the portions of the said Project for which it is / they are formed, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

8.6. After the handover of the management and maintenance of the said Project to the Association, the Association/s in their discretion may maintain separate accounts towards the monthly maintenance, and outgoings etc., for the said Project.

8.7. The Landowner-Promoter shall be entitled to use and consume the entire development potential of the Project Land or part thereof even after formation of Association, and the Allottee/s shall have no objection against the same.

8.8. Post hand over of the management and maintenance of the said Project to the Association/s, the Landowner-Promoter shall continue to be entitled to the unsold premises in the said Project and the Joint Developer-Promoter shall be entitled to undertake the marketing etc., in respect of such unsold premises in the Project. The Landowner-Promoter 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/s, as the case may be, save and except the municipal taxes at actuals (levied on the unsold premises).

8.9. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Association including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the advocates and solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Association and its members / intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same in any manner whatsoever.

9. **Transfer of the title to the Association:**

9.1. Within 3 (three) months from the date on which the Landowner- Promoter have (i) sold all the premises in the said Project and (ii) the Landowner-Promoter having received the entire sale consideration and other monies from all the allottees in the said Project and (iii) upon completion of the development of the said Larger Land in its entirety, the Landowner-Promoter shall execute and register an Indenture of Conveyance ("**Conveyance**") in the manner and to the extent as may be permissible under Applicable Law.

9.2. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Conveyance, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the advocates & solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Association and their respective members/intended members including the Allottee/s; as the case may be, and the Promoters shall not be liable toward the same.

9.3. The Allottee and/or the Association shall not raise any objection or dispute if the area of the Project Land shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the said Real Estate Project or for any other reason of the like nature.

10. **Representations and Warranties of the Landowner-Promoter:**

The Landowner-Promoter hereby represents and warrants to the Allottee/s as follows:

10.1. The Landowner-Promoter have a clear and marketable title to develop the Real Estate Project and have the requisite rights to carry out development of the Real Estate Project and also have actual, physical and legal possession of the Project Land for the implementation of the Real Estate Project.

10.2. The Landowner-Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.

10.3. Save and except as otherwise disclosed to the Allottee/s, there are no encumbrances upon the Real Estate Project, or the Project Land.

10.4. Save and except as otherwise disclosed to the Allottee/s, there are no litigations upon the Real Estate Project, or the Project Land.

- 10.5. All the 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 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.
- 10.6. The Landowner-Promoter have not entered into any agreement for transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project other than the allottee/s in the Project, including the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement.
- 10.7. The Landowner-Promoter confirm that it is not restricted in any manner whatsoever from transferring the said Premises to the Allottee/s in the manner contemplated in this Agreement.
- 10.8. The Landowner-Promoter has duly paid all 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.
- 10.9. 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 Project Land) has been received or served upon the Landowner-Promoter in respect of the Real Estate Project except those disclosed herein.

11. **Covenants of Allottee/s:**

The Allottee/s or himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby acknowledges and covenants with the Promoters as follows:

- 11.1. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purposes more particularly mentioned in the Third Schedule. The Allottee/s shall use the Car Parking Spaces only for the purpose of keeping or parking vehicle.
- 11.2. To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date that possession of the said Premises is taken and shall not do or suffer to be done anything in or to the building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Premises

is situated and the said Premises itself or any part thereof without the consent of the local authorities, if required.

- 11.3. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 11.4. To carry out at his/her/their own cost all internal repairs and modifications to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Landowner- Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 11.5. Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Landowner- Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Landowner- Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation / repair.
- 11.6. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Landowner- Promoter and/or the Association.

- 11.7. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project and the tower/ building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 11.8. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Project and the building in which the said Premises is situated or any portion of the Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Association. The wet garbage generated in the Project shall be treated on the same plot by the residents / occupants / allottees of the Project.
- 11.9. Pay to Landowner- Promoter within 15 (fifteen) days of demand being issued in that regard, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Premises is situated.
- 11.10. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s for any purposes other than for purpose for which it is sold.
- 11.11. To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc., in the manner as stipulated in this Agreement.
- 11.12. To bear and pay the maintenance and outgoing charges with respect to said Premises, Whole Project Amenities and common areas of the Larger Project used by the allottees of the said Project, including the Allottee/s.
- 11.13. Not to change the user of the said Premises without the prior written permission of the Promoters and the Association and the concerned authority.
- 11.14. To not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises, or dispose of or alienate otherwise howsoever, the said Premises and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to Landowner- Promoter under this Agreement are fully paid up. In the event, the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement, then the Allottee/s shall be entitled to effectuate such

transfer only with the prior written permission of the Landowner- Promoter and upon payment of applicable transfer / administrative fees to the Landowner- Promoter as decided by the Landowner- Promoter. On such transfer recorded / endorsed by the Landowner- Promoter, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Landowner- Promoter, to abide by all the terms and conditions of this Agreement. The new allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee allottee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in the Fourth Schedule hereunder written. However, if the Allottee/s, subject to receiving approval from the Landowner- Promoter for the proposed transfer, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then the permission as accorded by the Landowner- Promoter shall lapse and for any proposed transfer of the said Premises at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply. Further, the Allottee/s / prospective transferee alone shall be responsible for obtaining any governmental approvals etc. that may be required for the transfer/ assignment of the Premises and for payment of charges thereof.

11.15. To observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the units 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/s shall also observe and perform all the stipulations and conditions laid down by the Association/s regarding the occupancy and use of the said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

11.16. The Allottee/s is/ are aware that the Larger Project is proposed with deficient open space / contravening toilet and the Allottee shall not hold MGCM liable for the same in future.

11.17. To permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project/ the said Premises or any part thereof to view and examine the state and condition thereof.

11.18. To duly abide by the rules relating to the entry/exit points for allottees of the Project respectively, the vehicular movement and the pedestrian movement of the allottees of the Project respectively and shall always abide by the rules and regulations laid down by the Promoters in this regard and modified from time to time.



11.19. The Allottee/s shall strictly not be allowed to place/stick/hang/affix any kind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Project and / or within the Project Land. This condition is binding on the Allottee/s to adhere to at all times and is a material condition to this Agreement and in the event the Allottee/s breaches the same, subject to the other rights and remedies available to the Promoters under law.

11.20. The said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Landowner-Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all allottee/s of the Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Landowner Promoter shall be entitled to change/alter/substitute the internal specifications of the said Premises in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality. Further, though the Landowner-Promoter may have proposed to provide amenities and facilities as stated herein, the Landowner-Promoter reserve the right to add, alter, amend, relocate or delete any or all of the proposed amenities.

11.21. Not to load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoters from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoters and shall disclose the nature of work to be carried out in the said Premises and shall obtain specific written approvals of the Landowner-Promoter to that effect. The Landowner-Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoters in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.

11.22. Not to affix any fixtures or grills on the exterior of the Project and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise, including alteration of the external door of the said Premises. The Allottee/s shall fix the grills inside the windows only, which shall not protrude the external wall of the Project. The standard design for the same shall be obtained by the Allottee/s from the Promoters and the Allottee/s undertakes not



to fix any grill having a design other than the standard design approved by the Promoters. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

11.23. Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the said Premises/ the Project.

11.24. To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Partis or other structural members in the said Premises without the prior written permission of the Promoters and concerned authorities.

11.25. Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Landowner-Promoter and concerned authorities.

11.26. The Landowner-Promoter are entitled to deal with and / or dispose of (including to develop) the balance portion of the Project Land (other than the land on which the Project Buildings have been constructed) in the manner the Landowner-Promoter deems fit without any reference or recourse to the Allottee/s and / or any other allottee in the Project. The Allottee/s and / or any other allottee in the Project shall not be entitled to make any claim and / or shall not cause any interference in the development of the balance portion of the Project Land (other than the land on which the Project Buildings have been constructed).

11.27. Not to raise any objection whatsoever, if the Promoters restrict or impose conditions to the Allottee/s for site visit/ inspection of their unit, before obtaining the Occupation Certificate for the Project.

11.28. To install or place the Outdoor Unit for the said Premises only in the space allocated by the Promoters, and the Allottee/s shall not shift/install/place the Outdoor Unit in any other place whatsoever.

- 11.29. Not to shift or alter the position of either the kitchen/ pantry, the piped gas system or the toilets which would affect the drainage system of the said Premises and the Project, in any manner whatsoever without prior written consent of the Promoters and without obtaining necessary approvals from the concerned authorities.
- 11.30. To abide, observe and perform all the rules and regulations formulated by the Promoters and the rules, regulations and bye-laws which the Association may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the said Premises therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association / Promoters regarding the occupation and use of the said Premises in the Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.
- 11.31. Not to violate and to abide by all rules and regulations framed by the Promoters and / or by the Association (post handing over management of the Project), for the purpose of maintenance, management and up-keep of the Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises.
- 11.32. Not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoters or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoters shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.
- 11.33. The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times.
- 11.34. The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Project or do any act to affect the FSI potential of the Project Land.
- 11.35. The Landowner-Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any

consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

11.36. The Allottee/s shall not do either by himself / herself / themselves / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project.

11.37. The Allottee/s shall not park at any other place and shall park his/her car in the said Car Parking Spaces allocated to the Allottee/s and shall not park his/her car at any other place.

11.38. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises on a daily basis.

11.39. The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

11.40. The Joint Developer-Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Project Land/ Project.

11.41. The Joint Developer-Promoter shall be entitled to set up a site offices/sales lounge in the Project Land or any part thereof and the Promoters shall have the right to access the same at any time without any restriction whatsoever until the entire development on the Project Land is fully completed, irrespective of whether the Project Land or any portion thereof is transferred to the Association.

11.42. The Allottee/s agrees to take possession of the said Premises in terms of Possession Notice.

11.43. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Association/s only after completion of the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoters reserve their rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities. The Allottee/s consents and agrees for the same and shall not raise any dispute or claim at any time.

11.44. Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause, shall amount to a material breach, entitling the Landowner-Promoter to terminate this Agreement, at its sole discretion.

11.45. The Allottee/s hereby nominates the persons as set out in the Third Schedule ("the said Nominee") as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Landowner-Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to both the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at their discretion be entitled to insist on Probate / Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

## 12. **Mortgage of the said Premises:**

The Allottee/s shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the loan availed from such Bank with the prior written consent of the Landowner-Promoter. The Landowner-Promoter will grant its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, that neither of the Promoters shall incur any liability / obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Landowner-Promoter's right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Landowner-Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Landowner-Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Landowner-Promoter will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Premises directly to the Landowner-Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Landowner-Promoter from time to time.

**13. Representation and Warranties of Allottee/s**

The Allottee/s hereby represents and warrants to the Promoters that:

- 13.1. he / she / they / it is / are not prohibited from acquiring the said Premises under any applicable law or otherwise;
- 13.2. he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
- 13.3. no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties;
- 13.4. none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;
- 13.5. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;
- 13.6. no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
- 13.7. he / she / they has / have not compounded payment with his / her / their / its creditors;
- 13.8. he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;
- 13.9. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement;
- 13.10. The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default as and when called upon and provide such security as may be required by the Landowner-Promoter towards all payments due and payable from time to time;

13.11. The Allottee/s hereby confirm/s that it/he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advice from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided.

14. It is abundantly made clear to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accept no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to them for any reason whatsoever.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the Project Land and/or of the building/tower or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Landowner-Promoter until such time as hereinbefore mentioned.

16. **Landowner-Promoter shall not mortgage or create a charge:**

After the Landowner-Promoter executes this Agreement it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take said Premises.

17. **Binding effect:**

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the

payments due as stipulated in the Payment Plan to the Promoters within 30 (thirty) days from the date of receipt of this Agreement by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, after deduction of the agreed amount therefrom, without any interest or compensation whatsoever.

18. **Entire Agreement:**

18.1. 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, Reservation Form, Brochure, Expression of Interest (Eol), letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

18.2. All brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the said Project or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

19. **Right to amend:**

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

20. **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.

21. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the applicable law, 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 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.

22. **Method of calculation of proportionate share wherever referred to in this Agreement:**

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

23. **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.

24. **Place of Execution:**

24.1. The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at either of the Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai, after this Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.

24.2. The Allottee/s 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 Parties will attend such office and admit execution thereof.

25. **Communication and Notices:**

25.1. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under



Certificate of Posting at their respective addresses as specified in the **Third Schedule**.

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

26. **Joint Allottees:**

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

27. **Stamp Duty and Registration:**

The charges towards stamp duty, (including any deficit stamp duty) registration charges and other costs and expenses relating to registration of this Agreement shall be borne and paid by the Allottee/s.

28. **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 RERA and the rules and regulations framed thereunder.

29. **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 for the time being in force and the courts of law in Mumbai will have the jurisdiction with respect to all the matters pertaining to this Agreement.

30. **Interpretation:**

30.1. In this Agreement where the context admits:

- (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such

provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment 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 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 the neuter shall include each other;

(iv) any references to a “company” shall include a body corporate;

(v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(vi) the schedules 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. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

(vii) 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;

(viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(ix) 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;

(x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the

day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(xi) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(xii) references to a person (or to a word importing a person) shall be construed so as to include:

(a) an individual, partnership firm, limited liability 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);

(b) that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement;

(c) references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(d) where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words; and

(e) Any reference to “writing” excludes text messaging via mobile phone or communication over any other form of social media.

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

**SCHEDULES AND ANNEXURES**  
(to be updated)

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the said Larger Land)

All that piece and parcel of land formerly of pension and tax tenure admeasuring 6,067.96 square metres as per Property Register Card and 6141.07 square meters as registered in the books of the Collector of Land Revenue and bearing Old Survey No. 168, New Survey No. 1/155 and bearing Cadastral Survey No. 582 of Mahim Division and Final Plot No. 231 of TPS III Mahim and noted in the T.P.S Scheme Register No. 12 situate lying and being in upper Mahim in the Registration District and Sub-District of Mumbai City and Mumbai Suburban bounded as follows:

- On the East by : Partly by the property bearing Final Plot No. 245 and 249;
- On the West by : By the property bearing Final Plot Nos. 227, 228 and 229;
- On the North by : The property bearing Final Plot No. 230; and
- On the South by : The property of Mogul Lane.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**

**Part A**

*(Details of the Whole Project Amenities)*

**Part B**

*(Details of the Real Estate Project Amenities)*

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO**

**("Meaning of the Terms and Expressions defined in this Agreement")**

Sr. No.	Terms and Expressions	Meaning
1.	Name, address and email of the Promoters for the purposes of this Agreement	<p><b><u>Landowner-Promoter</u></b></p> <p>Name: <b>RAJ DOSHI EXPORTS PRIVATE LIMITED</b></p> <p>Address: 407, Daulat Bhuvan, Kalbadevi, Mumbai 400 002</p> <p>Email:</p> <p><b><u>Joint Developer-Promoter</u></b></p> <p>Name: <b>KEYSTONE REALTORS LIMITED</b></p> <p>Address: 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai – 400069</p>

		Email:
2.	<b>Name, address and email of the Allottee/s for the purposes of this Agreement</b>	Name: Address:  Email:
3.	<b>The said Premises</b>	Unit No. _____ on the _____ floor of “___” Tower _____ of the Project forming part of the _____ units and having:  (a) carpet area admeasuring approximately _____ square feet equivalent to _____ square meters; and  (b) additional area admeasuring _____ square feet equivalent to _____ square meters.
4.	<b>Details of the Wing/Building</b>	
5.	<b>Real Estate Project</b>	“Rustomjee _____”
6.	<b>RERA Certificate</b>	Certificate bearing no. _____ dated _____, 2024.
7.	<b>Floor Composition</b>	[_____]

8.	<b>FSI Consumption</b>	(i) FSI of the Real Estate Project sanctioned till date is ____ square meters (ii) Balance FSI proposed (not sanctioned) of the Real Estate Project is ____ square meters (iii) Aggregate FSI (sanctioned + proposed) of the Real Estate Project is ____ square meters.
9.	<b>The said Car Parking Space/s</b>	No. ____ on the ____ level of the ____ admeasuring ____ square feet having ____ feet in length ____ feet in breadth ____ feet of vertical clearance
10.	<b>The Sale Consideration</b>	Rs. ____/- (Rupees ____ )
11.	<b>Name of the Account for payment of Sale Consideration</b>	____ Account No. ____ Bank ____ IFSC Code:
12.	<b>Name of the Account for payment of Other Charges</b>	____ Account No. ____ Bank ____ IFSC Code:
13.	<b>Possession Date</b>	
14.		
15.	<b>Permanent Account Number</b>	The Promoter PAN:  Allottee/s PAN:
16.	<b>Nominee</b>	

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO**

(Schedule of the payment of the Sale Consideration)

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

Particulars	Payment Due
<b>Part A</b>	
Token/Part of application fee	Rs._____-/-
Balance Application fee within ____ days of token	__% (not exceeding 10%)
<b>Part B</b>	
Within in ____ days from execution of agreement	__%
On completion of Plinth level	__%
On completion of ____ Slab	
On completion of ____ Slab	
On completion of ____ Slab	
On completion of ____ Slab	
On completion of ____ Slab	
On completion of ____ Slab	
On completion of ____ Slab	
On completion of ____ Slab	
On completion of Top Slab ( ____ floor/ ____ floor) whichever is final slab	__% (not exceeding 70%)
On completion of walls, Internal Plaster, Flooring within the said apartment	
On completion of Staircase, lift wells, lobbies up to the floor level of the said apartment	
On completion of External Plumbing, External Plaster, Terrace with waterproofing	
On completion of water pumps, electrical fitting	__% (not exceeding 95%)
On Possession	__% (not exceeding 5%)
<b>Total</b>	<b>100.0%</b>

**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO**

(Schedule of description of Other Charges)

<b>PART A</b>		
<b><u>Sr.No.</u></b>	<b><u>Particulars</u></b>	<b><u>Amounts</u></b>
1.	Legal Charges	Rs._____-/-
2.	Society Formation Charges	Rs._____-/-



3.	Charges towards installation of Electric Meter, Water Meter, Gas Connection up to the ground floor of the said Wing	Rs. _____/-
4.	Development Charges	Rs. _____/-
	Total	Rs.
PART B		
<u>Sr.No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Share Application and Entrance Fees of the said Society	Rs. _____/-
2.	Corpus Fund Deposit	Rs. _____/-
3.	Proportionate Share of Municipal Taxes and Outgoings	Rs. _____/-

**SIGNED AND DELIVERED** by the within )  
named 'Landowner-Promoter' i.e. **RAJ** )  
**DOSHI EXPORTS PRIVATE LIMITED** )  
through hands of its Director/Authorized )  
Signatory Mr. \_\_\_\_\_ duly authorised )  
vide Resolution passed at the meeting of the )  
Board of Director of the Company held on )  
\_\_\_\_\_ )  
in the presence of... )

1.

2.

**SIGNED AND DELIVERED** by the within )  
named 'Joint Developer-Promoter' i.e. )  
**KEYSTONE REALTORS LIMITED** through )  
hands of its Director/Authorized Signatory Mr. )  
\_\_\_\_\_ duly authorised vide Resolution )  
passed at the meeting of the Board of )  
Director of the Company held on )  
\_\_\_\_\_ )  
in the presence of... )

1.

2.

Through CA **KEYSTONE REALTORS**  
**LIMITED**

<b>SIGNED AND DELIVERED BY THE</b> within ) named <b>Allottee/s</b> )  «Name1» )  «Name_2» )  through its Authorised Signatory/Partner ) Mr/Mrs _____ ) _____ ) in the presence of ... )  1. )  2. )	
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**RECEIPT**

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

WE SAY RECEIVED  
**For RAJ DOSHI EXPORTS PRIVATE LIMITED**

( \_\_\_\_\_ )  
Authorized Signatory  
Witnesses:  
1.  
2.

**ANNEXURES**

Annexure	Description
Annexure “A”	Plan of the said Larger Land and Larger Project
Annexure “B”	RERA Registration Certificate
Annexure “C”	Intimation of Disapproval
Annexure “D”	Commencement Certificate
Annexure “E ”	Layout Plan
Annexure “F”	Building Section Plan
Annexure “G”	Certificate of Title issued by the advocate of the Promoters
Annexure “H”	Property Register Card of the said Larger Land
Annexure “I”	Floor Plan of the said Premises
Annexure “J”	List of internal fixtures, fittings and specifications of the said Premises

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