

AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane this _____ day of _____, 2024

BETWEEN

KAPSTONE CONSTRUCTIONS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400 069, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

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

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

WHEREAS:

Vide certain agreements/conveyances, the Promoter became the owner of and is in possession of and/or otherwise well and sufficiently entitled to all that part and parcels of land situated in Village Majiwade, Taluka and District Thane as more particularly mentioned in **First Schedule** appearing hereunder (hereinafter referred to as "**Larger Property**") and in the manner as set out hereinafter:

- A. By and under a Development Agreement dated March 31, 2006 executed between one Mr. Ashok Udaisingh Varma for self and as the manager of Rajasingh Girdhari Singh Varma (HUF), a joint and undivided Hindu Family (therein referred to as the "Original Owners") of the First Part, Mr. Vijaysingh Rajasingh Varma for self and as the manager of Vijaysingh Rajasingh Varma (HUF) (therein referred to as "Vijay Singh") of the Second Part, Transcon Properties Private Limited (therein referred to as "Transcon") of the Third Part, KMD Enterprise (therein referred to as "KMD") of the Fourth Part, Manish Shah and others (therein referred to as "Manish Shah") of the Fifth Part, Mrs. Vishinkumari Udaisingh Varma and others (therein referred to as the "First Confirming Party") of the Sixth Part, Smt. Mala Vijay Doshi and others

(collectively referred to as the "Second Confirming Party") of the Seventh Part, M/s. United Leach Corporation (therein referred to as the "Third Confirming Party") of the Eighth Part, Mrs. Parvatibai Rajasingh Varma and others (therein referred to as the "Fourth Confirming Party") of the Ninth Part, Mrs. Seema Vijaysingh Varma and others (therein referred to as the "Fifth Confirming Party") of the Tenth Part and the Promoter herein (therein referred to as the Developer) of the Eleventh Part and registered with the Sub Registrar of Assurances Thane – 5 under Serial No.TNN5–02095 of 2006, the Promoter was granted development rights in respect of several parts and parcels of land, forming a part of the Larger Property , situated at Village Majiwade, Taluka and District Thane as more particularly mentioned therein (hereinafter referred to as the "**First Property**").

B. With regard to certain land parcels of the Larger Property belonging to one Bhoir family,

- (i) By and under an Agreement for Sale dated December 21, 2006 executed by and between the Promoter (therein referred to as the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction and another (therein referred to as the "Confirming Parties") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN1- 00662 – 2007, the Promoter herein was granted development rights in respect of all that part and parcel of land bearing Survey No. 30/2 admeasuring 4000 square meters of Village Majiwade, Taluka and District Thane. Subsequently by and under the Deed of Conveyance dated May 16, 2023 executed by the Shri Chintaman Kashinath Bhoir since deceased through its legal heirs Smt. Mankubai Chintaman Bhoir and others (therein referred to as the "Vendors") of the First Part and the Promoter (therein referred to as the "Purchaser") of the Second Part and registered with the Sub Registrar of Assurances Thane under Serial No.TNN2-11233-2023, the Promoter became entitled to all that part and parcel of land bearing Survey No. 30/2 admeasuring 4000 square meters of Village Majiwade, Taluka and District Thane in the manner and upon the terms and conditions mentioned therein (hereinafter referred to as the "**Second Property**");
- (ii) By and under a Development Agreement dated May 15, 2008 executed

between the Promoter herein (therein referred to as the "Developer") of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Owners") of the Second Part and M/s Tabish Construction (therein referred to as the "Confirming Party") of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN2 - 04546 – 2008, the Promoter was granted development rights in respect of all that part and parcel of land bearing Survey No. 30/3 admeasuring 4280 square meters of the Village Majiwade, Taluka and District Thane. Subsequently by and under the Deed of Conveyance dated May 16, 2023 executed by the Shri Chintaman Kashinath Bhoir since deceased through its legal heirs Smt. Mankubai Chintaman Bhoir and others (therein referred to as the "Vendors") of the First Part and the Promoter (therein referred to as the "Purchaser") of the Second Part and registered with the Sub Registrar of Assurances Thane under Serial No.TNN2-11233-2023 the Promoter became entitled to all that part and parcel of land bearing Survey No. 30/3 admeasuring 4280 of Village Majiwade, Taluka and District Thane in the manner and upon the terms and conditions mentioned therein (hereinafter referred to as the "**Third Property**");

- (iii) By the Conveyance Deed dated May 15, 2008 executed between Shri Chintaman Kashinath Bhoir and others (therein referred to as the "Vendors") of the First Part and Smt. Sakhubai Rawji Patil (therein referred to as the "Confirming Party") of the Second Part and the Promoter herein ("therein referred to as the "Purchaser") of the Third Part and registered with the Sub Registrar of Assurances, Thane under Serial No. TNN-2 – 04548 - 2008, the Promoter became entitled in respect of all that part and parcel of land bearing Survey Nos. 327/1, 328/1 and 328/2 totally admeasuring 1490 square meters of Village Majiwade, Taluka and District Thane in the manner and upon the terms and conditions mentioned therein(hereinafter referred to as the "**Fourth Property**");
- (iv) By and under the Deed of Conveyance dated September 24, 2009 executed between Shri. Dilip Harishchandra Bhoir (therein referred to as the "Vendor") of the First Part and the Promoter herein (therein referred to as the "Purchaser") of the Second Part and registered with Sub Registrar of Assurances Thane bearing Serial No. TNN-2 08703-2009, the Promoter became entitled to all that part and parcel of land

bearing Survey No. 30/7 admeasuring area 350 square meters of Village Majiwade, Taluka and District Thane in the manner and upon the terms and conditions mentioned therein (hereinafter referred to as the "**Fifth Property**");

C. With regard to certain land parcels/plots forming a part of the Larger Property, development rights were exchanged/assigned in favour of the Promoter, in the following manner:

- (i) By and under the Agreement dated March 28, 2006 executed between Ashok Udaisingh Varma (therein referred to as the "First Owner") of the First Part, the Promoter herein (therein referred to as "the First Developer") of the Second Part, Shri Kishore Babu Bhoir (therein referred to as "the Second Owner") of the Third Part and Shri Mangal Prabhat Gumanmal Lodha (therein referred to as the "Second Developer") of the Fourth Part and registered with the Sub Registrar of Assurances, Thane under Serial No. TNN2-04134 of 2006, there was exchange/assignment of development rights between the First Developer and Second Developer whereby the Promoter/First Developer exchanged development rights in respect of the plot of land bearing Survey Nos. 12/1, 12/3 and 12/4 totally admeasuring 1122.15 square meters which originally formed a part of the First Property, ("**First Exchanged Property**") with the Second Developer and accordingly obtained the rights to develop the plot of land bearing Survey No. 21/1 admeasuring 1122.15 square meters from the Second Developer, which presently forms a part of the Larger Property, in the manner and on the terms and conditions more particularly mentioned therein (hereinafter referred to as the "**Sixth Property**");
- (ii) By and under the Agreement dated October 27, 2009, executed between Ashok Udaisingh Varma (therein referred to as the "First Owner No. 1") and Vijaysingh Rajasingh Varma (therein referred to as the "First Owner No. 2") of the First Part, the Promoter (therein referred to as "the First Developer") of the Second Part and Shri. Pandurang Narayan Bhoir and others through their Constituted Attorney Mr. Mangalprabhat Gumanmal Lodha (therein referred to as "the Second Owner") of the Third Part and Lodha Estate Pvt. Ltd (LEPL), M/s. Shree Sainath Enterprises (SSE) and Mr. Mangalparabhat Gumanmal Lodha (MPL) (therein referred to as the "Second

Developer") of the Fourth Part duly registered with the Sub Registrar of Assurances Thane vide serial No. TNN2-9928 of 2009; the Promoter exchanged development rights in respect of all that part and parcel of land bearing Survey No. 22 admeasuring 2380 square meters ("**Second Exchanged Property**") which originally formed part of the First Property in exchange of a portion of the land bearing Survey No. 30/5 area admeasuring 430.70 square meters out of 5790 square meters and Survey No. 30/6 area admeasuring 759.30 square meters out of 1140 square meters and accordingly obtained the right to develop the land parcel admeasuring in total 1190 square meters in Survey No. 30/5 and 30/6 as stated hereinabove which forms a part of the Larger Property (hereinafter referred to as the "**Seventh Property**");

- D. With regard to certain other land parcels out of the Larger Property, by and under the Deed of Conveyance dated October 8, 2010 executed between Shri. Pundalik Shinu Vaity (Patil) and others through their Constituted Attorney Shri. Purushottam Harishchandra Bhoir and Shri. Manish Dilip Savant (therein referred to as "the Vendors") of the First Part, the Promoter herein (therein referred to as "the Purchaser") of the Second Part and Shri. Purushottam Harishchandra Bhoir and Manish Dilip Savant (therein referred to as "the Confirming Party") of the Third Part registered with the Sub Registrar of Assurances Thane bearing Serial No. TNN2-11543-2010, the Vendors therein conveyed all that part and parcel of land bearing Survey No. 14, Hissa No. 1 admeasuring about 2830 square meters out of 5500 square meters of Village Majiwade, Taluka and District Thane to the Promoter herein, in the manner and upon the terms and conditions mentioned therein (hereinafter referred to as the "**Eighth Property**");
- E. With regard to certain other land parcels out of the Larger Property, by and under the Deed of Conveyance dated July 5, 2011 executed between Janardhan Jagannath Vaity and others (therein referred to as "the Owners") of the First Part and M/s. Ravechi Real Estate through their Partners Dhanji Velji Bauva, Vassanji Lakhmi Karia, Milind Anant Korde, Deepak Chandrakant Kharkar and Jayantilal Popatlal Shah (therein referred to as "the Confirming Parties") of the Second Part and Mr. Boman Rustom Irani (therein referred to as "the Purchaser") of the Third Part and the Promoter herein (therein referred to as the "Company") of the Fourth Part registered with Sub Registrar of Assurances Thane bearing Serial No. TNN2-07428-2011, the Promoter *inter alia* became entitled to develop the property bearing Survey No. 53/2/2 admeasuring

2390 square meters and Survey No.53/2/3 admeasuring 1254 square meters aggregating to 3644 square meters of Village Majiwade, Taluka and District Thane in the manner and upon the terms and conditions mentioned therein (hereinafter referred to as the "**Ninth Property**");

F. Vide and under Consent Terms dated 3rd January, 2018 executed by and between the Promoter and State of Maharashtra in Civil Appeal No. 7949-7950/2014 filed before the Hon'ble Supreme Court, the Government of Maharashtra granted (as per Notification No.CMS/TPS-1207220/CR-541/08/UD-12 dated 24th August 2009 issued by Urban Development Department, Government of Maharashtra) in favour of the Promoter, a portion of the Larger Property bearing Survey no. 386, admeasuring 39,985.57 square meters situated at Village Majiwade, Taluka Thane falling within the Urbania Township Project (defined hereinafter) ("**Government Land**").

G. The land parcels which form part of the said Larger Property as more particularly described in the **First Schedule** hereunder written is shown delineated in a yellow coloured boundary line on the plan annexed hereto and marked as **Annexure "1"**.

H. The Promoter is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Larger Property, which is being developed by the Promoter as a layout development in a phase wise manner by notionally dividing the same into various sub plots for the purposes of setting up a township under the Special Township Scheme formulated by the Central Government in 2004 and in accordance with the regulations pertaining to development of special townships in Thane notified by the Government of Maharashtra vide notification number TPS/1204/Thane D.P. D.C.R/U.D-12 dated May 25, 2006 ("**Special Township Policy**"). The aforesaid layout development comprising of several buildings constructed / being constructed in a phase wise manner on the Larger Property forms a part of the said special township project known as "**Urbania Township Project**". The buildings/projects which were still in the process of being completed at the time of implementation the Real Estate (Regulation and Development) Act, 2016 ("**the said Act**") and the buildings/projects construction of which commenced after implementation of the said Act are all registered as real estate projects under the provisions the said Act. Whereas the earlier finalized Special Township Policy is replaced by Notification dated 16th September, 2019 vide notification number: TPS-1219/CR-109/19/Thane ITP/UD-12 as

an Integrated Township Project with effect from 2015 and is referred to as the Integrated Township Policy being developed under the Unified Development, Control and Promotion Regulation 2020 ("UDCPR") (**"the said Integrated Township Policy"**). Accordingly, pursuant to the aforesaid, Urbania Township Project is being developed by the Promoter under the said Integrated Township Policy. Pursuant to the said Integrated Township Project, the Thane Municipal Corporation ("TMC") has approved the Layout of the Larger Property. A copy of the authenticated plan of the Layout of the **Larger Property** is annexed herewith and marked as **Annexure "10"**. The Larger Property is being developed as a Township Project under policies as may be applicable from time to time (**"Township Project"**).

- I. The Promoter is presently in the process of developing an undivided portion of the Larger Property more precisely Residential Sub Plot 3, admeasuring 16739.80 square meters, bearing Survey No. 35 Hissa No. 2/b/2, Survey No. 35 Hissa 3/2, Survey No. 35 Hissa 4/2, Survey No. 35 Hissa 5/b/2, Survey No. 35 Hissa 6, Survey No. 35 Hissa 7, Survey No. 35 Hissa 8, Survey No. 36 Hissa 1/b, Survey No. 36 Hissa 2, Survey No. 36 Hissa 3, Survey No. 36 Hissa 4(pt), Survey No. 36 Hissa 5, Survey No. 36 Hissa 6(pt), Survey No. 36 Hissa 7(pt), Survey No. 37 Hissa 1/b, Survey No. 37 Hissa 3/c (pt), Survey No. 37 Hissa 4/b(pt), Survey No. 345 Hissa 9/1(pt), Survey No. 345 Hissa 12(pt), Survey No. 345 Hissa 15(pt), Survey No. 345 Hissa 16(pt) of Mouje Majiwade, Taluka and District Thane (**"the said Property"**) The said Property is more particularly described in the **Second Schedule** hereunder written and is delineated in red coloured boundary line on the plan annexed hereto and marked as **Annexure "1"**.
- J. The Promoter is developing and constructing on the said Property, viz Sub Plot 3, a project known as "**Rustomjee Verdant Vistas**", comprising of various buildings/wings alongwith the common amenities and facilities to be provided/constructed on the said Property in a phase wise manner (**"the Whole Project"**). The rights, title and entitlement of the Promoter with respect to the said Property has been more particularly detailed in the Title Report dated 27th May, 2024 annexed hereto and marked as **Annexure "2"** (**"Title Report"**). The copies of the 7/12 extracts issued by the revenue authorities in respect of the said Property are annexed hereto and marked as **Annexure "3"**.
- K. The Promoter has commenced the construction of building/wing No.

____ ("said Wing") forming a part of the Whole Project which is registered as a 'real estate project' under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") read with the provisions of the Maharashtra Real Estate (Regulation and Development) Act (Registration of real estate projects, Registration of real estate agents, Rates of Interest and Disclosures on website) Rules, 2017 ("RERA Rules") with the Real Estate Regulatory Authority ("Authority") (hereinafter referred to as "the Real Estate Project"). The Authority has duly issued the Certificate of Registration for the Real Estate Project, as per the details more particularly mentioned in the Sixth Schedule hereunder written and is hereinafter referred to as the "RERA Certificate" and a copy of the RERA Certificate is annexed and marked as **Annexure "4"** hereto.

- L. The details of the Real Estate Project are more particularly described in the Sixth Schedule hereunder and set out as follows:
 - (i) The name of the Real Estate Project.
 - (ii) The number and type of floors (hereinafter referred to as "**Floor Composition**");
 - (iii) The total floor space index ("FSI") consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the Sixth Schedule hereunder written.
- M. The common areas, facilities and amenities in the Real Estate Project which shall be usable by the Allottee/s along with other allottees of the Real Estate Project are listed in the **Third Schedule** hereunder written ("Real Estate Project Amenities"). The Allottee is aware that all of the Real Estate Project Amenities may not be completed at the time of the Promoter offering possession of the said Premises (defined below) to the Allottee and may become available only upon the completion of the Real Estate Project in all aspects. The Allottee/s agree(s) and confirm(s) not to raise any objection and/or dispute in respect thereof in any manner whatsoever.
- N. The Whole Project is presently accessible by a 25 meter wide existing Saket Balkum Road from the east side of the Whole Project (as shown on the Layout Plan (defined below) annexed hereto and marked as **Annexure "7"**).
- O. The Promoter shall be entitled to put hoardings/signages/ boards to reflect the name of their brand name, "**Rustomjee**" and/or "**Rustomjee Verdant**

Vistas and/or "**Verdant Vistas by Rustomjee**" (and/or any brand name as desired by the Promoter and which the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the facade, terrace, compound wall or other part of the Real Estate Project including the said Wing. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

P. The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace levels, lower ground levels, ground level, podium levels and basement levels of the Real Estate Project and/or the said Wing) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees, users, occupants in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever. The service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter for rendering maintenance services.

Q. The TMC has sanctioned plans for construction of the Real Estate Project and has issued the Development Permission / Commencement Certificate ("CC") with respect to the Real Estate Project as per details more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as "**Development Permission**"/"CC" respectively. Copies of the Development Permission/CC are annexed hereto and marked as **Annexure "5"** hereto.

R. The TMC has issued amended layout approval dated 28th June 2024 bearing reference no. V.P.NO. S05/0022/10 TMC/TDD/014/[P/C]/2024/AutoDCR,

with respect to the layout of the Larger Property including the said Property.

S. The TMC has also sanctioned the building plan which includes the specifications and details of the said Wing / Real Estate Project which is hereinafter referred to as the "**Building Plan**" and is annexed hereto and marked as **Annexure "6"**.

T. The above details along with the annexures to the RERA Certificate are available for inspection at the office of the Promoter and are available on the website of the Authority at [.](#)

U. The material aspects of the development of the Township Project under the Integrated Township Policy as disclosed by the Promoter are briefly stated below-

- (i) The Promoter is developing the Township Project on the Larger Property (including the said Property) as an integrated township, and it is contemplated that the same shall *inter alia* comprise of residential utilization, commercial utilization, educational utilization and amenity spaces. The Promoter is developing the Larger Property in a phase-wise manner and has notionally divided the said Larger Property into several sub-plots. It is clarified that the expression "Larger Property" for the purposes of this Agreement shall include any additional properties / parcels of lands that may be acquired / developed by the Promoter and the same shall form part of the Township Project;
- (ii) Certain portions of the Larger Property are reserved / earmarked under the Development Plan of City of Thane for D. P. Roads, Town Center, Schools, Gardens, Park, High Capacity Mass Transit Route ("HCMTR"), Proposed metro route, Housing for Dishoused / Transit Camp, etc. The aforesaid reservations are hereinafter collectively referred to as the "**Larger Property DP Reservations**";
- (iii) The Promoter shall develop common infrastructure, amenities and facilities within the Township Project including the said Property / Whole Project, in a phase wise manner for the benefit of and utilization by all the allottees of premises/ occupants of the Township Project including the Allottee/s (hereinafter referred to as ("**Larger Property Infrastructure, Common Amenities and Facilities**");

- (iv) The Promoter shall form an apex body comprising of the various societies/organizations/corporate bodies formed in respect of the various buildings, that may be developed on the Larger Property, *inter alia* for the purpose of proper management, maintenance, regulation and control of the said Larger Property Infrastructure, Common Amenities and Facilities (hereinafter referred to as "**the Apex Body**");
- (v) The Promoter is entitled to make provision for change in layout of Recreation Ground (RG) and utilize the entire F.S.I. available in respect of the entire layout of the Larger Property till the Occupation Certificate is issued in respect of last building to be constructed in the Township Project;
- (vi) The zoning shown in the layout plan of the Township Project in respect of the Larger Property and/or the said Property is subject to change with prior approval from the concerned authorities. The Allottee/s is aware and confirms for the said changes in zoning as contemplated in this Agreement, and as per the disclosures made by the Promoter and agree(s) and confirm(s) that the Allottee/s shall not raise any objection and/or dispute in respect of the aforesaid in any manner whatsoever;
- (vii) The Promoter shall be entitled to relocate the reservations within the Township Project, subject to obtaining the requisite approval/s from the concerned authorities. The Allottee/s is aware of and agrees for the aforesaid relocation as contemplated in this Agreement and shall not raise any objection and/or dispute in respect of the aforesaid in any manner whatsoever;
- (viii) The Promoter reserves the right, to relocate various amenities such as shopping market, health services, recreation spaces, school, etc within the layout of the Township Project, as may be required as per the Integrated Township Policy or at the discretion of the Promoter. The playground, gardens, parks and other open spaces that are/may be provided in the Township Project, though situated in the said Property shall not be considered as exclusive amenities provided for the Whole Project and/or the Real Estate Project and that the same will be handed over to the appropriate authority, for which the Allottee/s and other allottees of the Real Estate Project and/or allottees of buildings/wings

in the said Property and/or allottees of the Whole Project and/or the allottees of the other buildings in the Larger Property and/or the Other Societies (defined below)/Apex Body shall have no objection. The Allottee/s is aware and confirms in respect of the aforesaid and agree(s) and confirm(s) not to raise any objection and/or dispute in respect thereof in any manner whatsoever;

- (ix) During the course of the construction of the Real Estate Project, in case the DP reservations that may be existing on the said Property are removed or its location is/are changed by the TMC, then the Promoter shall be entitled to develop the area which is thus removed as DP Reservations and for this purpose the Promoter shall be entitled to amend, alter, modify or vary the scheme of development in respect of the said Property/Larger Property and the Allottee/s shall not object to the same. The Allottee/s hereby agree(s) not to obstruct and/or raise any objections whatsoever and/or interfere with the right and entitlement of the Promoter for carrying out amendments and/or modifications and/or sub-divisions as aforesaid;
- (x) If at any time before or during the course of the development of the said Property, any part of the said Property is taken over by or handed over by the Promoter to any government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee/s shall not object the same and in case any compensation is received from the concerned authority(ies) whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors/wing or on grant of any incentive FSI, the Allottee/s shall not have any claim on the same. Similarly, if the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same and whether or not the same forms part of the said Property and in that case if on account of such development of road, approach road, service road, access area, any nallah or sewerage area, the TMC or any other authority rewards any benefit whether monetary or otherwise, the

Allottee/s agree(s) that the Allottee/s shall not have any sort of claim on the same and the same shall belong solely to the Promoter;

(xi) The Allottee/s hereby agree(s), accept(s) and confirm(s) that the Promoter proposes to develop the Real Estate Project/Whole Project on the said Property as well as the Larger Property or such part thereof (by utilization of the full development potential and as per the provisions of the UDCPR and to develop the same in phase-wise manner and has undertaken/will undertake multiple real estate projects (including by utilization of the full development potential of the said Property/the Larger Property or such part thereof as per the UDCPR) including modifying/amending the Layout Plan (defined below) from time to time pertaining thereto and the Allottee/s has agreed to purchase the said Premises (defined below) based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the entire FSI emanating from the said Property/Larger Property or such part thereof (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Property/Larger Property as it deems fit and proper and the Allottee/s shall not demand sub-division of the said Property/Larger Property in any manner whatsoever.

V. The principal and material aspects with respect to the development of the Whole Project by the Promoter on the said Property are briefly stated below-

- i. The said Property shall be developed in a phase-wise manner and the First Phase of the Whole Project shall mean and include the construction of 2 (two) buildings/wings including the Real Estate Project (hereinafter referred to as the **“First Phase of the Whole Project”**). The Promoter shall construct the balance buildings on the said Property in one or more phases as the case may be;
- ii. The Promoter presently proposes to consume a total FSI of _____ square meters approximately in the Real Estate Project as per the present Layout Plan (defined below), and as described in Clause No. V(iv) hereinafter. The present FSI of _____ square meters approximately is inclusive of Base FSI and Ancillary FSI excluding

however any additional FSI that may become available and/or any area free of FSI in respect that is available of the Whole Project as per the provisions of UDCPR;

- iii. The Promoter has obtained the environmental clearances vide letters dated 6th July, 2009, 25th March, 2014, 12th June, 2018, 23rd February, 2023 and 15th December 2023 addressed by the Ministry of Environment and Forest to the Promoter, in connection with the development work being carried out and proposed to be carried on the Larger Property;
- iv. The Allottee/s is/are aware that the Layout Plan ("Layout Plan") *inter alia* specifies the location of the building/s of the Real Estate Project being constructed on the said Property as more particularly shown therein. A copy of the Layout Plan is annexed hereto and marked as **Annexure "7"**;
- v. The Allottee/s is aware of the typical floor plan as shown in "**Annexure 8" (Typical Floor Plan)**" which shall be situated in the Real Estate Project;
- vi. The Promoter may construct a retail plaza comprising of shops/retail units at the ground floor level of one or more of the buildings/wings/towers in the Whole Project, which shall comprise of restaurants / convenience shopping / high street retail etc. subject to necessary approvals and shall also be entitled to apply for change of user depending upon the requirement/s of any brand purchasing the said retail units/areas. The Allottee/s is/are made aware of the above and hereby accords his/her/their/its no objection with regard to the same;
- vii. The common areas, facilities and amenities to be provided in the Whole Project shall be constructed in a phase wise manner on the said Property and shall be usable by the Allottee/s along with the allottees/purchasers of premises in the other buildings/wings constructed/to be constructed in the Whole Project, and as listed in the **Fourth Schedule** hereunder written ("**Whole Project Amenities**");
- viii. Some of the amenities forming part of the Whole Project Amenities shall be constructed and completed at the time of completion of the last building/wing of the First Phase of the Whole Project and the balance thereof shall be constructed and completed on or before the completion of the last building in the Whole Project. The Allottee/s agree(s) and confirm(s) to the above and he/she/they shall not be

entitled to raise any objection and/or grievance in respect of the same at the time of hand over of possession of the said Premises (defined below) and/or prior to the time period stated hereinabove;

- ix. The Promoter may at its discretion form society/ies of one or more of the building/s in the Whole Project. The allottees of premises in the buildings to be constructed in the Whole Project and the society/ies formed in respect thereof shall be entitled to use and enjoy all the Whole Project Amenities, on such terms and conditions as may be prescribed by the Promoter in that regard;
- x. The Promoter shall be entitled to designate any spaces/areas in the proposed buildings of the Whole Project (including on the terrace levels, lower ground levels, ground level, podium levels and basement levels of such wings/buildings comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. at such location(s) as the Promoter deems fit and the Allottee/s shall not have any objections in respect of the same in any manner whatsoever. The Promoter shall be entitled to put signage/hoardings/boards of their Brand Name (including any brand name of the Promoter is permitted to use), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property/buildings/wings of the Whole Project and/or on the building of the Real Estate Project and on the façade, terrace, compound wall or other part of the buildings/wings as may be developed as part of the Whole Project from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- xi. The Promoter shall determine and identify the portion and the location on/of the said Property, if any, that may need to be handed over to any competent authorities for complying with the terms and conditions of statutory approvals and the remaining portion of the said Property if any, after handing over the stipulated percentage to the TMC or any other statutory authority and/or after developing as a public amenity, would be available / available for transfer to the

Society and/or the Apex Body;

- xii. The nature of development of the said Property will be phase wise and would constitute a mix of users as may be permissible under applicable law from time to time;
- xiii. The development of the said Property is being carried out under Integrated Township Policy having floating FSI arising/emanating out of the Larger Property. Further in case any FSI is generated from the said Property, the Promoter shall be entitled to utilize the same on the Larger Property subject to the approvals of the concerned authorities and the Allottee/s has/have agreed to purchase the said Premises (defined below) based on the unfettered and vested rights of the Promoter in this regard;
- xiv. The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the said Property, in full or in part, as may be required by the applicable law from time to time;
- xv. The Allottee/s is/are desirous of purchasing on ownership basis, residential premises/flat more particularly described in **Sixth Schedule** hereunder written, hereinafter referred to as the "**said Premises**" and shown in yellow colour with red boundary line on the typical floor plan annexed hereto as **Annexure "8"** and which shall be situated in the Real Estate Project.

W. The carpet area of the said Premises is in square meters and "**carpet area**" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive of the area of the balcony as may be appurtenant to the said Premises for the exclusive use of the Allottee/s and/or verandah area and/or exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Premises.

X. The Promoter has appointed Mr. Manish Savant, as the Architect and J. W. Consultant LLP, as the Structural Engineer for the preparation of the structural design and drawings of the Whole Project including the Real Estate Project. The Whole Project including the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer and it is clarified that the Promoter is entitled to appoint any other licensed architects/surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Whole Project.

- Y. The Promoter has the right to sell the said Premises in the Real Estate Project being constructed/to be constructed by the Promoter, to enter into this Agreement with the Allottee/s in respect of the said Premises and to receive the Consideration (as defined herein below) in respect thereof.
- Z. The Allottee/s is/are not concerned with any other wing/building/structure constructed/under construction on the said Property.

- AA. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate or Building Completion Certificate (as may be applicable) in respect of the Real Estate Project shall be granted by the competent authority.
- BB. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, and approvals and permissions, as referred hereinabove.
- CC. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Whole Project and the Larger Property. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.
- DD. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s and the Allottee/s has taken inspection of all the documents of title relating to the Real Estate Project/said Property and all the approvals and sanctions issued by relevant authorities for the development of the Larger Property, the Real Estate Project including the Development Permission/CC, plans, designs and specifications prepared by the Promoter's Architects, the Title Report and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made thereunder and the Allottee/s is/are fully satisfied with the

title in respect of the said Property/Larger Property and the Promoter's right to sell and allot the said Premises.

EE. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including the Development Permission/CC) obtained till date and (iii) the Promoter's entitlement to develop and construct the Real Estate Project, the Whole Project and the Larger Property in the manner as envisaged in this Agreement and as per the applicable laws and to sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Property.

FF. 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 herein after.

GG. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly mentioned in the **Sixth Schedule** hereunder written and herein after referred as the "**Consideration**" payable by the Allottee/s to the Promoter in the manner set out in the **Seventh Schedule** hereunder written. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter as part payment towards the Consideration for the said Premises in the manner as more particularly mentioned in the **Seventh Schedule** hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

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

II. This Agreement shall be subject to the provisions of the RERA and the RERA Rules made thereunder and as may be amended from time to time.

JJ. The list of Annexures attached to this Agreement are stated herein below –

Annexure “1”	Copy of Plan of the Larger Property & the said Property
Annexure “2”	Copy of the Title Report
Annexure “3”	Copies of the 7/12 extract of the said Property
Annexure “4”	Copy of RERA Certificate.
Annexure “5”	Copy of the Development Permission/CC
Annexure “6”	Copy of the Building Plan.
Annexure “7”	Copy of the Layout Plan.
Annexure “8”	Copy of Typical Floor Plan.
Annexure “9”	Copy of Government Gazette for 50% Stamp Duty Concession.
Annexure “10”	Copy of the Authenticated plans of the Layout of the Larger Property

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

1. INTERPRETATION

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

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

PROVIDED THAT the Promoter shall obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect with reference to this clause shall mean the change in location of the said Premises within the Real Estate Project.

3. PURCHASE OF THE SAID PREMISES AND CONSIDERATION

3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the **Sixth Schedule** hereunder written and as shown at present in the floor plan wherein the said Premises are situated, which is annexed and marked **Annexure "8"** hereto, at and for the Consideration more particularly mentioned in the **Sixth Schedule** hereunder written and payable in the manner set out in the Seventh Schedule hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Allottee/s shall also pay to the Promoter, the other charges (more particularly mentioned in the Eighth Schedule hereunder written and hereinafter referred to as "**the Other Charges**") prior to taking possession of the said Premises. The Allottee/s agrees that at the time of taking possession, all amounts payable towards taxes and other charges to TMC shall be paid by the Allottee/s notwithstanding a common consolidated bill issued by TMC for the said Wing.

3.2 The Promoter shall allot to the Allottee/s free of any consideration, cost, charge and/or fee, parking space/s in the Real Estate Project / Whole Project as more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the "**Parking Space**". The Parking Space shall be for the Allottee/s and the Allottee/s's visitors/guests. The Allottee/s is/are aware that just as the Parking Space will be for Allottee's exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises shall be granted by the Promoter and that the same shall be binding on the Allottee/s, his/her/its/their nominees and assigns. The details of the allotment of all the parking spaces will be handed over to the Society (as defined hereinafter). The Allottee/s after having been allotted the Parking Space from the Promoter, shall cause the Society to ratify the parking allocation in favour of the Allottee/s as provided by the Promoter and the Allottee/s in future shall not hold- Promoter liable for any failure of mechanical parking system/car lifts (if any) in future.

3.3 The internal fitting and fixtures in the said Premises that shall be

provided by the Promoter are listed in the Fifth Schedule hereunder written and the Allottee/s is/are satisfied with the fittings and fixtures and the description mentioned therein. The Allottee/s further agree(s) and confirm(s) as under;

- (i) It is expressly agreed by the Allottee/s that the Promoter shall provide in the said Premises and the said Premises shall contain fixtures, fittings, and amenities as set out in **Fifth Schedule** hereto (hereinafter referred to as the "**said Internal Fixtures**") and the Allottee/s confirm(s) that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Premises. It is specifically agreed between the Parties hereto that the Promoter shall have the right to change /substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter.
- (ii) In the event of any change in the Internal Fixtures as aforesaid, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Premises on the specified date. The Promoter shall however make reasonable endeavor to ensure that such substitutes and/or alternatives are similar to the fixtures/ amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Allottee/s agree(s) not to claim any rebate and/or discount and/or concession in the Consideration on account of such change/substitution.
- (iii) It is further clarified that the Internal Fixtures are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Premises with the Internal Fixtures is handed over by the Promoter to the Allottee/s, in case of any operational issues or malfunctioning of the Internal Fixtures,

the Allottee/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Allottee/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Promoter as set out in Clause 5.3 hereof shall not be applicable to the Internal Fixtures.

3.4 The Allottee/s has paid prior to the execution of this Agreement, part payment of the Consideration of the said Premises as more particularly mentioned in the **Seventh Schedule** hereunder written and the Allottee/s hereby agrees to pay to the Promoter the balance amount of the Consideration as and by way of instalments in the manner more particularly mentioned in the Seventh Schedule hereunder written. It is clarified that Consideration shall be payable by the Allottee/s in the Bank Account more particularly mentioned in the Sixth Schedule hereunder written (**“the said Account”**);

3.5 On a written demand being made by the Promoter to the Allottee/s with respect to any amount (whether the Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee/s fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or Goods and Services Tax (“GST”) and/or any other taxes as applicable within 15 (fifteen) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the due date mentioned in the demand notice issued by the Promoter till actual receipt of the same by the Promoter. In addition to the Allottee/s's liability to pay interest as mentioned hereinabove, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and

recovering from the Allottee/s any amount or dues whatsoever payable by the Allottee/s under this Agreement and the Allottee/s hereby indemnifies and shall keep the Promoter in respect of the such expenses being incurred by the Promoter.

- 3.6 The Allottee/s shall bear and pay GST and any other new taxes, any such interest, penalty, levies and cesses and also all increases therein from time to time as may be applicable shall be paid by the Allottee/s to the Promoter along with and in addition to each instalment or as may be demanded by the Promoter.
- 3.7 The Allottee/s agree(s) to deduct tax at source (hereinafter referred to as "TDS") at applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same into the requisite Government Income Tax account and further the Allottee/s agree(s) and undertake(s) to furnish to the Promoter a tax deduction Certificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Allottee/s fail(s) to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Promoter.
- 3.8 Any deduction of an amount made by the Allottee/s on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any amount to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.
- 3.9 The Allottee/s confirms that the Consideration has been arrived between the Parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the applicable GST laws with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit needs to be passed on to the Allottee/s on account of the same.

3.10 The Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

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

3.12 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Real Estate Project/said Wing is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Consideration payable based on the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent) then the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty five) days. If there is any increase in the carpet area allotted to Allottee/s beyond the defined limit of 3%

(three percent), the Allottee/s shall pay the additional amount to the Promoter in the next milestone of the payment schedule as mentioned in the **Seventh Schedule** hereunder written, and in any event before taking possession of the said Premises. The monetary adjustments as stated in this Clause shall be reckoned/pro-rated with reference to the price and carpet area as mentioned in the **Sixth Schedule** of this Agreement. **The Allottee/s will not have any right to claim possession of the said Premises till the Allottee/s makes payment of all dues towards the Consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.**

3.13 The Allottee/s is aware that in the event any cheque issued by the Allottee/s to the Promoter with respect to any amounts payable by the Allottee/s in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees Five Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee/s by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty. It is clarified that GST, if any, applicable on such charges/amounts shall be borne and paid by the Allottee/s.

3.14 Notwithstanding anything to the contrary, the Allottee/s hereby unconditionally and irrevocably authorize(s) the Promoter to adjust/appropriate all payments made by the Allottee/s, **firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the said Premises, and lastly against any outstanding dues / amounts (including the Consideration) in pursuance of this transaction.** The Allottee/s agree(s) and undertake(s) not to raise any objection or claims with regard to such adjustments and waives his/her/its/their right to do so in this regard. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement.

3.15 If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to

the Promoter under this Agreement, as per the installment payment schedule mentioned in the **Seventh Schedule** hereunder written (which will not absolve the Allottee/s of his/her/its/their responsibilities under this Agreement).

3.16 In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall extend the necessary assistance/support as may be required under applicable law, subject however to prior receipt of the entire Consideration along with applicable taxes and other charges as per the terms hereof.

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

3.18 The Consideration is in respect of the said Premises. The Promoter has neither charged nor recovered any price for the said Parking Space/s, limited common areas and the common areas facilities and amenities (except as specified in this Agreement and except any common amenities which are provided by any third party(ies) service provider(s).

3.19 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by TMC or such other 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 TMC/such other concerned local authority the Occupation Certificate or Building Completion Certificate in respect of the said Premises (as may be applicable).

4 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and offering possession of the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written. Similarly, the Allottee/s shall make timely payments of all installments of the Consideration and other amounts/dues payable by him/her/them and meeting, complying with and fulfilling all his/her/their other obligations under this Agreement.

5 DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTSOF THE PROMOTER:

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

5.1 Title:

5.1.1 The Promoter is developing the said Property under the provisions of Integrated Township Project under the UDCPR;

5.1.2 It is expressly agreed that the rights of the Allottee/s under this Agreement are only restricted to the said Premises. All other premises in the said Wing / the Real Estate Project shall be the sole property of the Promoter and the Promoter shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or consent or concurrence from the Allottee/s or any member of the Society (defined below) as the case may be, in any manner whatsoever .

5.1.3 The Promoter shall during the course of the construction and development of the Real Estate Project be entitled to put up temporary commercial kiosks and/or temporary structures on the said Property. The Promoter alone shall be entitled to create interest in respect of the kiosks till the said Property is fully developed in all respects. Upon execution of the conveyance/s as specified in Clause 13.3 herein in favour of the Apex Body that will be formed and registered in respect of various buildings/wings on the said Larger Property, the Promoter shall become the licensee in respect of the said kiosks/

temporary structures and shall be entitled to occupy or create any kind of interest in respect thereof, subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be an irrevocable license and the Promoter and/or its assignee shall be entitled to use the same without paying any consideration of whatsoever nature to the Apex Body or the Society as the case maybe.

- 5.1.4 The Whole Project Amenities as referred in the **Fourth Schedule** that are constructed and provided in the said Property, as per the provisions of the applicable regulations, may be used and enjoyed by the **allotees** / occupiers of premises in the Whole Project. The Promoter shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper.
- 5.1.5 The Allottee/s has satisfied himself/herself about the title of the Promoter to the said Property and the Larger Property and the entitlement of the Promoter to develop the said Property and the Larger Property and no requisition or objection shall be raised on any matter relating thereto.

5.2 Approvals:

- 5.2.1 The Allottee/s has/have satisfied himself /herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project and the Larger Property including but not limited to the drawings, plans and specifications in respect of the Real Estate Project and of the said Property including Development Permission / CC, said Layout Plan, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Third Schedule** hereunder written), and the entitlement of the Promoter to provide and designate Real Estate Project Amenities and the Allottee/s has full knowledge of the development of the said Property being undertaken in accordance with the aforesaid approvals, permissions,

drawings, plans and specifications.

5.2.2 The Allottee/s hereby agrees, accept(s) and confirms that the Promoter proposes to develop the Real Estate Project/ Whole Project (including by utilization of the full development potential of the said Property /the Larger Property or such part thereof as per UDCPR in the manner more provided herein and all the plans and specifications pertaining thereto and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI emanating from the said Property/Larger Property or such part thereof (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Property/Larger Property as it deems fit and proper and the Allottee/s shall not demand sub-division of the said Property/Larger Property in any manner whatsoever.

5.2.3 At present, the Promoter estimates that the full and maximal development potential of the Real Estate Project, as mentioned in the Recitals above may permit utilisation of a total FSI of _____ square meters for Real Estate Project which is inclusive of Base FSI and Ancillary FSI but does not include any additional FSI that may become available and area free of FSI as per the provisions of UDCPR. The aforesaid development potential may increase during the course of development of the Real Estate Project, said Property, and the Promoter shall be entitled to all such increments and accretions as mentioned in the Recitals and the Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5.2.4 The Promoter currently envisages that the Real Estate Project Amenities as stated in the **Third Schedule** hereunder written, shall be provided in the layout of the Real Estate Project and the said Property. Whilst undertaking the development of the Real Estate Project and said Property to its full and maximal potential as mentioned in the Recitals above, there may be certain

additions/modifications to the common areas facilities and amenities detailed in the Third Schedule hereunder written and/ or relocations/ realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee/s hereby is aware and confirms and shall not raise any dispute and agrees to the same.

5.2.5 The Promoter has informed the Allottee/s and the Allottee/s hereby agree(s) and confirm(s) that there are existing reservations for the Town Centre on the said Larger Property, and in the event the said reservations (or any part thereof) is removed, then the Promoter shall be entitled to utilize the entire development potential (by whatever name called) that may become available on account thereof, by constructing additional premises on the Larger Property (hereinafter referred to as "**the Further Proposed Plans**").

5.2.6 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the Fifth Schedule hereunder written.

5.2.7 The Allottee/s has/have satisfied himself/ herself/ itself/ themselves with respect to the designs and materials for construction of the Real Estate Project on the Larger Property.

5.2.8 As mentioned in the Recitals above, the Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said Wing, the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said Wing, the Real Estate Project, the Whole Project and the Larger Property, and also in compliance of applicable laws including but not limited to the UDCPR.

5.3 Construction & Finishing:

5.3.1 The Promoter had appointed/will appoint, third party

contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter on intimation by the Allottee/s shall approach the third-party contractor(s) for the rectification of the defect(s) and the Allottee/s shall provide such assistance as may be required based on the facts of the issue.

5.3.2 If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises/said Wing or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA ("Defect Liability"). It is further clarified that the Defect Liability shall not cover such damages as are caused due to any Force Majeure Event or such items for which the manufacturer itself does not provide any warranty/guarantee including on account of any repairs / redecoration /or any other work undertaken by the Allottee/s and/or any other allottees/persons in the Real Estate Project; it is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees/persons/occupants in the Real Estate Project (including on account of and/or attributable to the acts or omissions on the part of the Allottee/s and/or the Society (as defined hereinafter) or any other allottees/persons/occupants of the said Real Estate Project) or by wear and tear in regular course. The Allottee/s is/are notified and is/are aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or shade variations at the time of installation will be unavoidable. The Allottee/s is/are further informed and agree(s) that the warranties with respect to any equipment, furniture, appliances

and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee/s shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same and as more specifically stated in Clause 3.3 hereinabove and will not be within the ambit of this clause. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, the Society, Apex Body, as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void. It is further clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (defined below) and will not be within the ambit of this clause.

5.3.3 The Promoter shall compile and preserve the documents/drawings / certificates as specified in the Development Permission/CC and handover the same to the Society in the manner stated herein or as may be mutually agreed between the Society and the Promoter on completion of the development of the said Property. Thereafter, the Allottee/s shall cause the Society to preserve and maintain the documents/drawings/certificates received from the Promoter. The Allottee/s shall also cause the Society to carry out the necessary repairs, structural audit, and fire safety audit at regular intervals as required by the Chief Fire Officer or any other competent authority.

5.3.4 The utility meters such as electric and gas meter will initially be in the Promoter's name and it shall be the Allottee's obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee/s to make payment of all utility charges from the date the possession of the said Premises is offered to the Allottee/s. This clause shall operate as no-objection ("NOC") of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee/s) in the records of the utility companies. However, in case the Allottee/s requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee/s.

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

5.4 Rights and Entitlements of the Promoter and Nature of Development of the Larger Property:

5.4.1 As mentioned in Recital V above, the Allottee/s is/are aware that the development of the Larger Property including the Whole Project is being carried out in phase wise manner. In light of the same, the Allottee/s is/are aware that the Promoter may modify and/or alter the buildings and/or wings to be constructed on the Larger Property/said Property in accordance with the applicable provisions of the law, rules and regulations and the plans sanctioned by the TMC and/or such other local authority. It is clarified that no such modification shall, however, prejudicially affect or impact the said Premises. In view thereof, the Allottee/s agrees and confirms that Allottee/s shall not cause any hindrance or obstruction to the

aforesaid development being undertaken with reference to the said Township Project on the Larger Property/said Property.

- 5.4.2 The Allottee/s has perused and examined a copy of the Layout Plan (being "**Annexure 7**" hereto) of residential sub plot 3 and as delineated in red colour on the Layout Plan annexed hereto.
- 5.4.3 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property (including by way of FSI and TDR nomenclatured in any manner including base/zonal FSI, additional FSI, special/premium FSI, compensatory FSI, incentive FSI, ancillary FSI and any other FSI), as well as any further/future development potential capable of being utilised on the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall solely vest with the Promoter and has been reserved by the Promoter unto itself and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 5.4.4 The construction and development of the Real Estate Project being phase of the Whole Project is presently sanctioned in the manner state inter-alia in the Development Permission/CC and the layout of the Real Estate Project/the Whole Project as mentioned and as disclosed at Recitals hereinabove, the

Development Permission/CC and the layout of the Real Estate Project/the Whole Project and other plans and approvals may be amended, modified, revised, varied, changed from time to time to utilize the full development potential of the Whole Project. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Whole Project (both inherent and further/future) as stated at Recital V above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/ altered/ new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed at Recital V and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected -

- 5.4.4.1 Develop the Whole Project and the Larger Property and construct the building(s) thereon including the Real Estate Project/the Whole Project;
- 5.4.4.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- 5.4.4.3 Amend, modify, vary, alter, change, substitute, rescind, redesign and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including Development Permission/ CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Whole Project and the Larger Property (both inherent and further/future) at present and in future;

5.4.4.4 To apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project up to such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the Larger Property as stated in this Agreement;

5.4.4.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;

5.4.4.6 To construct, develop and raise buildings, structures, Wings and wings on the Larger Property, with and without common podium levels and other common levels;

5.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, Wings and wings on the Whole Project and the Larger Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

5.4.4.8 To construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the TMC and/or any other authority;

5.4.4.9 Construct site offices/sales lounge on the Real Estate Project/the Whole Project and the Larger Property (or part thereof) and to access the same at any time;

5.4.4.10 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the Larger Property and any construction thereon including the Real Estate

Project/the Whole Project including to view and examine the condition and state thereof;

- 5.4.4.11 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project;
- 5.4.4.12 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Larger Property and all its right title and interest therein;
- 5.4.4.13 To allot and grant car parking spaces in the Whole Project to allottee/s of units/premises in/on the Whole Project and the Larger Property;
- 5.4.4.14 To grant or offer upon or in respect of the Whole Project and the Larger Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Larger Property.
- 5.4.4.15 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other allottee/s of flats/units/premises in the said Wing and/or the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be

payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the land described in the First Schedule and the Second Schedule hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the Larger Property.

5.4.4.16 The Promoter shall be entitled to construct in, over or around or above the terrace of the said Wing/the Real Estate Project any additional area or facility as may be permitted within the rules of the TMC and/or any other authority and shall be solely entitled to operate and manage the same.

5.4.4.17. The overall development of the Larger Property being dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including the Whole Project Amenities, and/or the Real Estate Project Amenities. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Amenities and the Real Estate Project Amenities may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and will be provided only subsequently.

6 MAINTENANCE OF COMMON AREAS AND AMENITIES

6.1 The Real Estate Project shall have the common areas, facilities and amenities that shall be usable by all the Allottee/s along with the other allottees of the Real Estate Project which are more specifically listed in the **Third Schedule** hereunder written. The usage and enjoyment of such common facilities shall be as per the terms and conditions prescribed by the Promoter.

6.2 The Whole Project Amenities shall be available collectively for the benefit and enjoyment of the Allottee/s along with all the allottees/residents/occupants of premises in the Whole Project. The outgoings and maintenance (including costs of repairs / improvements etc) for the Whole Project Amenities that are used by all the allottees/residents/occupants of premises in the Whole Project shall be borne and paid proportionately by all the allottees/residents/occupants of premises in the Whole Project on a pro rata manner including the Allottee/s herein. The Society/ies as may be formed with respect to the buildings/wings in the Whole Project shall provide full and \-free access and assistance as may be required for the access and usage of the Whole Project Amenities to all the allottees/residents/occupants of premises in the Whole Project, in accordance with the rules framed with regard thereto (including but not limited to, payment of charges fixed thereunder by the Promoter) and the Allottee/s shall contribute the Allottee/s's share of the outgoings and the maintenance charges for the Whole Project Amenities to the Promoter/Apex Society, as and when demanded, as the case maybe. This shall be over and above the monthly maintenance charges payable to the Promoter/Society for the maintenance of the of the building/s/wings of the real estate project/s and their common areas and amenities.

6.3 The Allottee/s agrees and acknowledges that the allottees in a phase of the Whole Project shall be entitled to use the amenities as available in other towers/wings of such phase only of the Whole Project. Accordingly, the Allottee/s shall be entitled to use the amenities as available in Real Estate Project/Wing of the Whole Project along with other allottees of the Phase of the Whole Project.

6.4 Apart from the amenities usable by the Allottee/s under this Agreement including the Real Estate Project Amenities and the Whole Project Amenities there may be certain amenities and facilities in wings/towers of other phases of the Whole Project, the usage and terms thereof shall be as may be decided at the sole discretion of the Promoter / society(ies) in the wings/towers of other phases of the Whole Project (as the case may be).

The Allottee/s agrees and confirms to the aforesaid and shall not raise any objection in this regard.

6.5 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries (**“Facility Management Agency”**) to manage the operation and maintenance of the building of the Real Estate Project/ said buildings in the Whole Project on the said Property as the case maybe including the common amenities, common areas, facilities and infrastructure constructed thereon after the completion of the building of the Real Estate Project and the said buildings in the Whole Project respectively.

6.6 The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be appropriated from the advance maintenance charges collected from the allottees and shall be proportionately borne and paid by, the allottees and/or occupants of the premises comprised in the Real Estate Project / Whole Project/entire layout including the Allottee/s. Such charges shall be levied at actuals and any deficit in the amounts collected/expended/incurred by the Promoter shall be billed to the Allottee/s and the Allottee/s agree(s) that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the operation and management of the Real Estate Project / Whole Project/entire layout including the maintenance charges and/or the fees payable to such agency.

6.7 The Allottee/s agree(s) to abide by any and all terms, conditions, rules

and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

7 POSSESSION DATE, DELAYS AND TERMINATION:

7.1 The Promoter shall offer possession of the said Premises to the Allottee/s, by the date referred in the **Sixth Schedule** hereunder written (hereinafter referred to as "**the Date Of Handover**") **after the Real Estate Project receives Occupation Certificate from TMC and the said Premises is ready for use and occupation, subject to grace period of six (6) months, provided all the amounts payable by the Allottee/s under this Agreement including but not limited to the Consideration, Other Charges and all other amounts, taxes, charges, in respect of the Premises are duly paid by the Allottee/s.**

7.2 Provided that the Promoter shall be further entitled to extension in the Date of Handover, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (a) Any force majeure events;
- (b) War, Civil Commotion;
- (c) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

"Force Majeure Event" shall mean and include but not be limited to a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project.

7.3 If the Promoter fails to offer possession of the said Premises to the Allottee/s on the project completion date as declared under RERA (subject to the grace period and any extensions on account of any force majeure events), then the Allottee/s shall be entitled to exercise either

of the following options: -

(a) call upon the Promoter by giving a written notice by Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the rate of interest ("the Interest Rate"), specified in Rule 18 of the RERA Rules (or such revisions as may be prescribed by RERA from time to time) for every month of delay from the expiry of the extended period for delivery of possession till actual offer of possession on the amount of the Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee/s at the time of the Promoter offering to hand over of the possession of the said Premises to the Allottee/s.

OR

(b) the Allottee/s shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand automatically, and ipso facto terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee/s shall execute and register the formal Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee/s by a post dated cheque within 30 (thirty) days from the date of registration of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate, to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are repaid to the Allottee/s. On receipt by the Promoter of the Allottee Termination Notice, the Allottee/s shall have no claim of any nature whatsoever in respect of the said Premises and/or the Parking Spaces/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the Parking Spaces/s in the manner it deems fit and proper.

(c) In case the Allottee/s elects his/her/their/its remedy under sub-clause 7.3 (a) above then in such a case the Allottee/s shall subsequently not be entitled to the remedy under sub-clause 7.3 (b) above and shall be deemed to be continuing in the Real Estate Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.

7.4 The Allottee/s agrees that the return of the payment mentioned in Clause 7.3 (b) above constitutes the Allottee/s's sole remedy in such circumstances and the Allottee/s foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 7.3 (b) above, save and except in case of there being any understanding between the Promoter and Allottee/s towards the adjustment of any advance or deposit paid by the Allottee/s towards any direct/indirect taxes including GST payable on account of the transaction contemplated under these presents, the Promoter shall refund to the Allottee/s any amounts received from the Allottee/s towards such taxes but not paid by the Promoter to the authority on account of the same not being due and payable to the concerned tax authorities.

7.5 The Promoter shall, on receipt of (a) the occupation certificate in respect of the said Real Estate Project from the competent authority and (b) only after the payments are made by the Allottee/s as per this Agreement, offer possession of the said Premises to the Allottee/s by way of a written notice as per the terms of this Agreement.

7.6 Upon receiving a written intimation from the Promoter as per Clause 7.5, the Allottee/s shall take possession of the Premises from the Promoter within 15 (fifteen) days from the date of issuance of such notice by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Premises to the Allottee/s. In case the Allottee/s fails and/or neglects to take possession within the time provided in Clause 7.5 the Allottee/s shall in any event bear and pay all outgoings and maintenance charges as applicable in accordance with Clause 8.1 herein below.

7.7 The Promoter shall however not be responsible or liable to comply with its obligations stated in Clause 5.3.2, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Allottee/s or the Society (as defined hereinafter) or any other occupant of the said Real Estate Project, or due to normal wear and tear. It is further clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency and would not be within the ambit of this clause. It further clarified that the defect liability shall not cover such damages caused due to any Force Majeure event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the entire development in respect of the said Property.

7.8 If the Allottee/s desires any modification/s in the specification/s and/or provision of certain amenities not meant to be provided to the Allottee/s and offers to make payment of the additional charges for such modification and provision to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification and provision shall be added to the time for delivery of possession of the Premises to the Allottee/s.

8 OUTGOINGS:

8.1 On receipt of the Occupation Certificate in respect of the said Real Estate Project from the Competent Authority and on intimation by the Promoter to the Allottee/s that the said Premises is ready for use and occupation; subject to payment of the balance due/s the Allottee/s can take possession of the said Premises ("**Possession Notice**"). On the expiry of 15 (fifteen) days from receipt of the Possession Notice, irrespective of whether possession is taken or not the Allottee/s shall be liable to bear and pay the proportionate share of the outgoings in respect of the said Property and the said Real Estate Project namely property tax, any other local taxes, betterment charges, indirect taxes of any nature or such other levies by the concerned local authority and/or government, sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of

clerks, bill collectors, watchmen, sweepers.

Provided however all other expenses necessary and incidental to the management and maintenance of the said Property and the said Real Estate Project shall be effective and payable by the Allottee/s from the date of the issue of Occupation Certificate with respect to the Real Estate Project or date of booking of the said Premises, whichever is later.

- 8.2 Without prejudice to the above, in the event the Allottee/s fail(s) to take possession of the said Premises within the aforesaid period, then the Allottee/s shall bear and pay to the Promoter separate/independent pre-estimated and fixed charges calculated at the rate of Rs.10/- per square feet Carpet Area (RERA) of the said Premises, per month (Holding Charges) which shall be over and above the outgoings mentioned in clause 8.1. Without prejudice to the right of the Promoter to recover the Holding Charges as stated above, in the event the Allottee/s failing to take possession within the stipulated period as stated above, the Promoter shall not be liable to maintain the said Premises and the Allottee/s shall thereupon be bound to take the possession on as is where is basis.
- 8.3. The Allottee/s agree(s) and consent(s) that till the Allottee/s's share is determined, the Promoter shall utilize the monies paid by the Allottee/s towards the advance maintenance charges, maintenance deposit, the details whereof are more particularly listed in **Part B** of the **Eighth Schedule** and upon the utilisation of the monies against the heads detailed in **Part B** of the **Eighth Schedule**, the Allottee/s agree(s) and confirm(s) that on such demand being raised by the Promoter, it shall pay to the Promoter provisional monthly contribution of Rs.____/- per month with the applicable GST towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the conveyance of the said Real Estate Project is executed in favour of the Society and/or the Apex Body in manner contemplated herein; On such conveyance, the aforesaid deposits (less deduction) shall be paid over by the Promoter to the Society or the Apex Body, as the case may be.

8.4 The Allottee/s shall on demand/or before taking possession of the said Premises pay to the Promoter, the Other Charges namely, the property tax, maintenance and other one-time charges mentioned in **Part A** and **Part B** of the **Eighth Schedule** hereunder written. The Other Charges to be collected by the Promoter shall be further increased by applicable rate of GST, as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case before asking for possession of the said Premises.

8.5 It is agreed in respect of amounts mentioned in **Part A** of the **Eighth Schedule** hereunder written, the Promoter is not liable to render accounts and shall be entitled to retain and appropriate the same to its account.

8.6 The Promoter shall render the account in respect of the amounts mentioned in **Part B** of the **Eighth Schedule** hereunder written, and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Allottee/s, at the time of handing over the management and charge of the said Wing to the Society.

8.7 The Allottee/s however agrees that in the event any deficit/shortfall is found in respect of the advance maintenance charges/ outgoings collected, upon reconciliation of accounts at the time of such handover of statement of accounts to the organisation/ Society, the Allottee/s shall be bound and liable to make the payment in that regard on demand by the Promoter.

8.8 It is clarified that the list of Other Charges mentioned in the **Eighth Schedule** hereunder written is only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such Other Charges under such other heads as the Promoter may indicate.

8.9 Further, it is clarified that the amounts mentioned in the **Eighth Schedule** do not include the dues for electricity, gas and other bills for the Premises and the Allottee/s shall be liable to pay for the electricity, gas and other bills for the individual meters separately.

8.10 The Allottee/s has been informed that the utility meters such as electric and gas meter will initially be in the Promoter's name and it will be the Allottee/s's obligation to get the same changed to their names post possession in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee/s to make payment of all utility charges from the date, possession of the Premises is offered to the Allottee/s. This clause shall operate as no-objection (NOC) of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee) in the records of the utility companies. However, in case the Allottee/s requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee/s.

8.11 It is clearly understood and agreed that it shall not be the obligation of the Promoter to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter has received the same from the allottees of various flats and other premises in the said Real Estate Project including the Allottee/s herein. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Real Estate Project and/or the said Property (or portions thereof) by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee/s or other purchasers/holders of the premises therein and/or their failing to comply with their obligations under this Agreement.

8.12 A corpus fund deposit will be set-up for the repair and maintenance of the said Property Infrastructure, Common Amenities and Facilities (**“Corpus Fund Deposit”**). The Allottee/s hereby covenants with the Promoter that:-

(a) the Allottee/s shall pay to the Promoter the amounts more particularly mentioned in the **Eighth Schedule** hereunder written towards his/her/their/its non-refundable contribution to the Corpus Fund Deposit. The Promoter shall be entitled to use the Corpus Fund Deposit for payments towards the maintenance and/or up-keep of the said Property, its

infrastructure and common amenities and facilities until formation of the Society and/or Apex Body. and thereafter the Promoter will transfer the net balance of the Corpus Fund Deposit to the Society and/or the Apex Body, as the case may be;

- (b) the Promoter shall open a bank account in respect of the Corpus Fund Deposit for the limited purpose of depositing therein contributions towards the Corpus Fund Deposit and making disbursements towards such repair and maintenance of the said Property, its infrastructure and common amenities and facilities;
- (c) the Promoter /Apex Body (as the case may be) shall be entitled to invest the Corpus Fund Deposit less the aggregate of the payments to be made to the Facility Management Agency or any other entity towards the repair and maintenance of the said Property, its infrastructure and common amenities and facilities in accordance with the agreements made with them, in fixed deposit/s and/or any other investment schemes with bank/s for an appropriate term as may be determined by the Promoter/the Society/the Apex Body, as the case may be and/or its nominees / assigns.

9

DEFAULT AND THE CONSEQUENCES:

Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:

- 9.1 The time for making payments of the installments as mentioned in **Seventh Schedule** and the manner of payment of the Consideration to be made by the Allottee/s as referred in **Seventh Schedule** and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Allottee/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Allottee/s and in the event of the Promoter so treating this Agreement void. If the Allottee/s fail(s) to make payment of any of the amounts under this Agreement on the stipulated date/s and time/s as required under this Agreement, then

the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of installments of the Consideration, the Promoter shall be entitled at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest at the Interest Rate thereon, then on the expiration of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause and without prejudice to the other rights and contentions of the Promoter, the rights of the Allottee/s under this Agreement and in respect of the said Premises shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the said Premises to another allottee for such sale consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% of the Consideration and (b) the actual loss (that is the difference in the Consideration 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**”). Upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to the new allottee and provided the Allottee/s has/have executed and/or registered the necessary deed, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of Liquidated Damages, refund the balance amount of the Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/ outgoings, etc.

9.2 On termination as aforesaid, the Allottee/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. 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 9.2 shall be made by the Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/ outgoings, if any refundable, shall be paid by the Promoter the Allottee/s. The Allottee/s hereby accords his/her/their/its consent and will not have any objection and/or dispute for the refund done by the Promoter to the lender in any manner whatsoever

PROVIDED strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Allottee/s to pay the said installments after their respective due dates but after charging interest thereon at the Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).

9.3 In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall notwithstanding any

instructions to the contrary by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

10 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

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

- 10.1 The Allottee/s is competent to enter into contract and is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc contained herein;
- 10.2 The Allottee/s has 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;
- 10.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;
- 10.4 None of the Allottee/s's assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- 10.5 No notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee/s for his/her/their/its involvement in any money laundering or any illegal activity and/or is declaring him/her/them to be a proclaimed offender;
- 10.6 No execution or other similar process is issued and/or levied against him/her/them/it and/or against any of his/her/their/its assets and properties;
- 10.7 The Allottee/s is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the

development of the said Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;

- 10.8 The representations and warranties stated in this Clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

11 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Title Report, and subject to the RERA Certificate: -

- 11.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Property, and also has actual, physical and legal possession of the said Property for the implementation of the Real Estate Project;
- 11.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 11.3 There are no encumbrances upon the Real Estate Project save and except those disclosed in the Title Report;
- 11.4 There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed in the Title Report and on the Real Estate Project's Registration page on MahaRERA website;
- 11.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall also be obtained by following the due process of law and the Promoter

has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;

- 11.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 11.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 11.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 11.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities **till possession is offered to the Allottee/s in accordance with Clause 7.1 and Clause 7.4 hereinabove and thereupon shall be proportionately borne by all the allottees/members of the Society; In addition to the above, for any disputed premium, taxes, cess, fees, charges, deposits etc., that has been paid by the Promoter to any authority in respect of the said Property/ Larger Property and /or may become payable in future, the Promoter shall be entitled to (though not obliged to) make such payments under protest and in the event of any refund in that regard , shall be entitled to receive and appropriate the same to itself without any recourse to the Allottee/s in any manner whatsoever.**
- 11.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the

Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project.

12 COVENANTS BY THE ALLOTEE/S:

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

- 12.1 Not to do or suffer to be done anything in or to the Real Estate Project, said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees' own cost in good repair and condition from the expiration of the Possession Period and not to demolish or cause to be demolished the said Premises or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project;
- 12.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors on thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises;
- 12.3 Not to object to the Promoter laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers/real estate projects forming

part of the layout of the said Property and/or the said Larger Property;

- 12.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises;
- 12.5 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent;
- 12.6 Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces;
- 12.7 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project or do any act to affect the FSI/development potential of the said Property.
- 12.9 To maintain the said Premises at the Allottee/s 's own cost in good and tenantable repair and condition from the expiration of the Possession Date (irrespective of whether the Allottee/s takes possession or not) and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the Real Estate Project or any part thereof. Provided that any changes / alterations to the said Premises shall be made by the Allottee/s after duly intimating the Promoter in that regard and procuring the requisite approvals from the concerned local authority as may be required;
- 12.10 Not to store anything on the refuge floor nor store any goods 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 Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project 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;

- 12.10 To carry out at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was offered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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;
- 12.11 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 12.12 Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Real Estate Project or any part thereof in any manner whatsoever;

- 12.13 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project / or any part thereof in any manner whatsoever;
- 12.14 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 said Property and/or the Real Estate Project;
- 12.15 Not to display at any place in the said Premises or the Real Estate Project or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project or any part thereof or anywhere else whatsoever on the said Property or any structures thereon;
- 12.16 In case during the course of the Allottee/s carrying out any renovation/repair within the said Premises a defect or damage of any nature is caused to the said Premises and/or the said Real Estate Project then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Allottee/s shall be required to repair and/or rectify the same at his/her own cost and expenses;
- 12.17 Not to fix any grill to the said Wing or windows except in accordance with the design approved by the Promoter;
- 12.18 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project and the said Property;

12.19 To use the said Premises or any part thereof or permit the same to be used only for personal residential purpose and the Parking Space only for purpose of parking vehicle/s;

12.20 To bear and pay in a timely manner as stated herein all amounts, dues, taxes, installments of the Consideration, as required to be paid under this Agreement;

12.21 The Consideration has been arrived between the Parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the GST and the Rules made thereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit need to be passed on to the Allottee/s on account of the same;

12.22 Not to change the user of the said Premises without the prior written permission of the Promoter/ Society and concerned statutory authority/ies;

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

12.24 To observe and perform all the rules and regulations which the Society may adopt/have in place and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project and the said Premises 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 Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

12.25 To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof;

12.26 Not to create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project;

12.27 Not to do himself/herself or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee/s or members of the Allottee's family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoter/ Society, as the case may be, on each such occasion;

12.28 Not to change the name of the Real Estate Project either by himself/herself or through the Society, at any point of time without the prior written permission of the Promoter;

12.29 Not to raise any objection and/or cause any hindrance or obstruction with respect to the development and/or construction activities being undertaken and/or that may be undertaken pursuant to the execution of this Agreement on the said Property or any part thereof and fully co-operate with the Promoter in the phase-wise development of the Real Estate Project including the Real Estate Common Amenities and Facilities;

12.30 Not to do or suffer to be done anything on the said Property or the Real Estate Project which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Allottee/s commits any acts or omissions in contravention to the above, the Allottee/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;

12.31 Not to interfere in matters pertaining to the maintenance and/or hand-over of any reservations or any other area comprised in the said Property, and the Promoter alone shall have full say and control and unfettered right with regard to the same and appropriate provisions in this regard will be made in the Society and/or Apex Body Conveyance;

12.32 The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee/s shall use the Said Parking Space for the purpose of parking the Allottee's own vehicle and/or its guests/visitors. The Allottee/s agrees not to change the user of the Premises without prior consent in writing of the Promoter and any change of user by the Allottee/s shall render this Agreement voidable at the option of the Promoter and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement;

12.33 The covenants stated in this clause 12 are of a continuing nature and the Allottee/s shall be obliged to maintain, adhere to and perform covenants;

12.34 It is further agreed that save and except the aforesaid terrace over the top most floor in the said Wing, the Promoter is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the said Wing for the exclusive use of the allottees of such premises. Further the Promoter may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the allottee/purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such allottee/purchaser/occupant without the permission in writing obtained from TMC and other concerned authorities and the Promoter. The Allottee/s hereby gives no-objection to such rights retained by the Promoter for such terraces and the Allottee/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.

13 FORMATION OF THE SOCIETY:

13.1 Formation of the Society:

13.1.1 The Promoter shall submit an application to the competent authorities to form a co-operative housing society/ies to comprise of the Allottee /allottees of the Real Estate Project or the allottees/purchasers of the other buildings in the Whole Project as may be decided by the Promoter, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules;

13.1.2 The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project and/or alongwith the allottees/purchasers of the other buildings in the Whole Project, as the case maybe, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of RERA and RERA Rules (“**said Society**”)

13.1.3 The allottees/members in each building/wing of the Whole Project as and when completed and /or upon 51% allottees in respect thereof being available for formation of society as prescribed under RERA, shall join and be admitted as the members of the Society/ies already formed, as the case maybe, however payment of Common Area Maintenance (CAM) by such allottees shall be effective only from the date of receipt of part OC /full OC of that particular real estate project.

13.1.4 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority;

13.1.5 The name of the Society shall be solely decided by the Promoter;

13.1.6 The Society shall admit all allottees of flats and premises in the Real Estate Project and/or the Whole Project as members, in accordance with the scheme / bye-laws of the society;

13.1.7 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real

Estate Project and/or Whole Project, if any. As and when such Premises are sold by the Promoter, the Society shall admit the allottees of such flats and/or Parking Space comprised in the Promoter's Premises as its members without demanding any amounts towards transfer fees, premiums, donations or by whatever name called save and except the Share Application and Entrance Fees and in the manner as may be prescribed in the bye-laws of the Society;

13.1.8 Notwithstanding formation of the Society and/or execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises alongwith the unallotted car parking spaces and to undertake the marketing etc. in respect of such unsold premises. The 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 Society/ Apex Body for the sale/ allotment or transfer of the unsold premises/ areas in the said wing/ building/ the Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.

13.1.9 Till the entire development of the said Larger Property is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, playground infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Whole Property and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. Without prejudice to the generality of the foregoing, the Allottee/s agree(s), confirm(s) and warrant(s) that the Promoter shall until the completion of the entire development of the said Larger Property (including after the formation of the Society/ies) have full and free access to the Whole Project

Amenities and the Real Estate Project Amenities for and/or in connection with any and all promotional and/or other activities, including photoshoots, and the Allottee/s (and the Society) shall not, nor shall they be entitled to, obstruct, impede and/or otherwise interfere with the Promoter's said rights under any circumstances whatsoever.

13.1.10 Pursuant to the handover of the affairs of the Society upon constitution and/or execution of the Society Conveyance which ever is earlier (as defined hereinafter), the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do all such necessary acts, deeds, matters and things as may be required in this regard.

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

13.2 CONVEYANCE TO THE SOCIETY AND AND/OR OTHER SOCIETIES:

13.2.1 Within 3 (three) months from (a) the receipt of the entire sale consideration from the allottees of the premises in the Real Estate Project and/or all the allottees/purchasers of premises in the buildings/wings of the Whole Project as the case maybe and (b) the date of issuance of the Occupation Certificate with respect to the Real Estate Project / last building/wing in the Whole Project, whichever is later the Promoter shall, execute/cause to execute the conveyance of the structure/s of the Real Estate Project and/or of the buildings/wings in the Whole Project including the Real Estate Project (excluding

basements, ground and stilts) to the Society/ies together with the Real Estate Project's /Whole Project's common areas, amenities and facilities, as the case maybe ("Society Conveyance"). The Society/ies shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society/ies Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society/ies Conveyance, the Society shall be responsible for the operation, management and/or supervision of the Real Estate Project /Whole Project including common areas, facilities and amenities therein and the Promoter shall not be responsible for the same.

13.3 FORMATION OF APEX BODY:

13.3.1 Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Township Project constructed on the Larger Property, the Promoter shall submit application/s to the competent authorities for the formation of the Apex Body/Society) which will comprise of the Society/ies in the Whole Project along with the societies of the buildings/wings constructed in the Urbania Township on the Larger Property constituted under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules;

13.3.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors or any other professionals/consultants engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society/ies along with the societies of the other real estate project forming part of the Township Project and the Promoter shall not be liable toward the same;

13.3.3 Within 3 (three) months from the registration of Apex Body/ Apex Society, the Promoter shall execute/cause to be executed, conveyance of the Larger Property together with the basements, ground and stilts of the Real Estate Project as well as that of the Society / Other Societies, together with the Common Areas, Amenities and Facilities existing on the Whole Project/Larger Property in favour of the Apex Body, excluding such portion/s of the Larger Property and/or the structures standing thereon that are required to be handed-over and conveyed to the concerned authorities ("**Apex Body Conveyance**").

13.3.4 The Allottee/s is aware that if any part of the said Property or the Larger Property is allotted by the Government or any other statutory authority then the transfer of such land in favour of the Apex Body shall be subject to the terms and conditions of such allotment/ grant by the Government or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of transfer. Any premium or such other amount by whatever name called payable for the transfer of such land shall be borne by the Apex Body.

13.3.5 It shall be an obligation of the Society to become a member of the Apex Body along with other organizations of the buildings on the said Larger Property for the purpose of repair and maintenance of the said Larger Property Infrastructure and Common Amenities and Facilities.

13.3.6 All amounts as are due and/or payable/refundable to the Promoter, shall be paid/refunded by the Society and/or the Apex Body, as the case may be, to the Promoter prior to or simultaneously against the execution of the Society transfer document and/or the Apex Body transfer document.

13.3.7 The Society transfer document to be executed in favor of the Society shall inter alia contain the following:

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future

FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Society to admit such Allottee/s of the premises comprised in the new construction as its member without charging any additional amount;

(ii) The obligation of the Society to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the said Wing and/or the Said Property and/or any portion thereof;

(iii) The obligation of the Society to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter or the Apex Body;

(iv) Declaration and undertaking by the Society that the Society shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR of the Larger Property/ Whole Project/Real Estate Project in any manner whatsoever till the conveyance of the Larger Property is executed in favour of the Apex Society and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the said Property and/or the said Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Society shall not have any objection in this regard;

(v) The confirmation of all the rights and entitlements of the Promoter under this Agreement; the confirmation and acceptance of all the obligations of the Allottee/s under this Agreement.

14 NOMINEE:

The Allottee/s hereby nominates the person more particularly mentioned in the Sixth Schedule hereunder written (hereinafter referred to as the "**Said Nominee**") as his/her 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. If the Said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Said Nominee for the purposes herein mentioned. The Promoter shall only recognize the Said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her 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 Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from the Said Nominee. The Said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

15 LOAN AND MORTGAGE:

- 15.1 The Allottee/s shall be entitled to avail a loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall permit and issue its no objection letter to the Allottee/s to enable him/her at his/her sole risk, costs and expenses to obtain loans from the Banks and/or such other financial institution by mortgaging the said Premises. The Promoter shall however be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has defaulted in making payment of the Consideration and/or other amounts payable by the Allottee/s under this Agreement;

- 15.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect

to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises have not been paid and the Allottee/s has no objection and hereby waives to raise any objection in that regard;

- 15.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other balance amounts payable by the Allottee/s under this Agreement;
- 15.4 The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee/s hereby further indemnifies and shall keep indemnified the Promoter, its directors, agents, executives, and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee/s under this Agreement for which the Allottee/s shall be solely liable and responsible;
- 15.5 In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under the applicable law.

16. MISCELLANEOUS:

16.1 The Allottee/s undertakes that in the event the Allottee/s is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee/s shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill the Promoter's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoter to the Allottee/s as per the terms of this Agreement shall be made in accordance with the provisions of 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. The Allottee/s understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee/s shall keep the Promoter, its directors, executives, agents and officers fully indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee/s and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee/s only;

16.2 The Real Estate Project Amenities shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of the flats/ units/

premises of the Real Estate Project and save and except as otherwise captured under this Agreement, shall not be commercially exploited and shall not be used for any other purpose. The Allottee/s undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter / Society/Apex Body with respect to the use of the Real Estate Project Amenities.;

- 16.3 Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other allottees in project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the Whole Project;
- 16.4 The Allottee/s shall be bound by all the undertakings given by the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the Development Permission/CC and NOC for fire fighting) including but not limited to any other matters granted by various authorities with respect to the said Wing and/or the Real Estate Project and the Allottee/s agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Allottee/s himself to the said authorities. The Allottee/s hereby agree(s) to execute such undertakings, as may be required, in favour of the TMC in respect of the open space deficiency as may be required by the Promoter / concerned authority;
- 16.5 The Allottee/s is aware that the development of the said Property is a layout development;
- 16.6 The Promoter shall be entitled to construct site offices/lounge on the said Property and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Property has been completed in all respects and the full development potential has been utilised by the Promoter;
- 16.7 It is agreed between the Parties that, if the Allottee/s intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate

the Allottee/s the date and time for such visit. The Allottee/s shall accordingly be entitled to a site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 (fifteen) years shall be allowed to enter the site. The Allottee/s hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, during the site visit;

- 16.8 The Allottee/s is aware that the sample/show flat if any, constructed/digitally developed for marketing purpose by the Promoter and all furniture, items, electronic goods, amenities, etc. provided/depicted therein are only for the purposes of showcasing utilization of the premises as conceptualized by the Promoter, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement. Further, any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents /employees /representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement.
- 16.9 The Allottee/s has/have satisfied himself/herself/themselves with respect to the designs and materials (as intimated in the brochure/allotment letter) for construction on the said Property;
- 16.10 The Allottee/s shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement;

16.11 The Allottee/s hereby agrees and declares that he/she/they shall submit full-fledged drawings with all specifications before starting interior work of the said Premises and approval/NOC shall be obtained from the Promoter. The Allottee/s shall prior to commencing the interior works keep deposited as a security deposit, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the Real Estate Project, Real Estate Project Amenities, etc. whatsoever ("**Fit Out Deposit**"). The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee/s with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the said Premises or to the structure, facade and/or elevation of the said Real Estate Project or any part of thereof, including any violation/breach of the fire and safety norms and/or the Fit Out guidelines laid down by the Promoter (and shared with the Allottee/s prior to commencement of fit out work) the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses. Without prejudice to the above, the Promoter shall also be entitled to levy penalty/fine for all such violations and/or breaches of such amount to be decided by the Promoter.

16.12 The Allottee/s agree(s) and confirm(s) that any refund payable by the Promoter is subject to clearance of all or any dues payable by the Allottee/s. Further all or any unpaid dues under any heads shall be adjusted and the balance if any shall be released / transferred to the society or as the case may be.

16.13 The Allottee/s agrees and confirms that the Consideration is derived on the basis of the Allottee/s having agreed to pay the Consideration as per the payment schedule more particularly specified in the **Seventh Schedule** hereunder written and having agreed to comply with the

terms and conditions of this transaction (including as mentioned herein).

16.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Real Estate Project or the said Property and/or any buildings/towers/wings as may be constructed thereon, 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 and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, swimming pool, club house/fitness centre, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

Provided however, that on execution hereof the Promoter (where applicable) has handed over the original release letter from the concerned bank and/or financial institution in respect of the already subsisting mortgage/charge created over the said Premises in favour of the said bank and/or financial institution, more particularly mentioned in the Sixth Schedule hereunder written and hereinafter referred to as "Mortgagee Bank/Financial Institution".

18. COST AND EXPENSES

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

19. INDEMNITY

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions,

proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

20. BINDING EFFECT

For forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee 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 within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/s shall be treated as cancelled.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/ Real Estate Project, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ SUBSEQUENT ALLOTTEES:

It is clearly understood and 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.

24. SEVERABILITY:

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

25. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. WAIVER:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

27. PLACE OF EXECUTION:

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

28. NOTICES:

- 28.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID at their respective addresses / email addresses mentioned in the Sixth Schedule hereunder written.
- 28.2 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. The Allottee agrees and confirms that notices and other communications sent by an email to the Allottee shall be valid mode of service.

29. JOINT ALLOTTEES:

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

30. STAMP DUTY AND REGISTRATION CHARGES:

- 30.1 The said Larger Property as described in the First Schedule hereunder written is being developed under the Special Township Scheme notified

vide notification no. CMS/TPS/1207/220/CR – 541/08/UD- 12 dated August 24, 2009 whilst the said Property more particularly described in Second Schedule hereunder written and which is a part and parcel of the said Larger Property is being developed as a Township Project. Accordingly, as per the policy guidelines for development of Special Township Scheme bearing No. TPS/1204/THANE. D.P DCR/UD -12 dated 25th May, 2006 vide Clause 2(b) of the schedule therein, the stamp duty rates applicable for the project are 50% of prevailing rates. Accordingly on basis of the above guidelines and Government Gazette bearing No. Mudrank 2006/ U.O.R.53/C.R. 536/M-1 dated 15th January, 2008 is annexed hereto and marked as **Annexure “9”**, the Agreement for Sale for one of the premises has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 735/09 dated December 5, 2009 with 50% exemption payable in Stamp Duty. As the present Agreement for Sale of the Premises under reference is on the similar lines of the agreement already adjudicated and as the Premises is situated on the Property which is the part and parcel of the said Property more particularly described in the Second Schedule hereunder written, the adjudication of document is not warranted and 50% stamp duty is being paid for registration of this Agreement.

30.2 The stamp duty charges of and incidental to this Agreement shall be borne and paid by Allottee/s or the Promoter as the case maybe. The Allottee/s shall at his cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances paying the necessary registration charges within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof. In the event of there being any difference/recovery in the stamp duty paid by the Allottee/s to the Collector of Stamps, then the same will be borne and paid by the Allottee/s and the Allottee/s shall have no claim against the Promoter in that regard.

31. DISPUTE RESOLUTION:

31.1 To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

31.2 Jurisdiction: Subject to what is stated in the above Clause 31.1 the Courts in Thane shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

32. GOVERNING LAW:

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

33. PERMANENT ACCOUNT NUMBERS:

Details of the Permanent Account Numbers of the Promoter and Allottee/s are more particularly mentioned in the **Sixth Schedule** hereunder written.

34. CONSTRUCTION OF THIS AGREEMENT:

34.1 Any reference to any statute or statutory provision shall include:-

- i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- ii. any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which provision referred to has directly or indirectly replaced.

34.2 Any reference to the singular shall include the plural and vice-versa;

34.3 Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa;

34.4 The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

34.5 References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

34.6 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

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

- i. An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
- ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Larger Property)

ALL THAT piece or parcels of land or ground situate lying and being at Village

Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under:

Sr.no.	Survey Nos.	Hissa Nos	Area
1	12	1/1	1360
2	12	1/2	130
3	12	2	4320
4	12	3/1	3600
5	12	3/2	20
6	12	4/1	2180
7	12	4/2	600
8	12	4/3	460
9	13	1/1	470
10	13	1/2	200
11	13	1/3	60
12	13	2/1	220
13	13	2/2	400
14	13	2/3	190
15	13	3/1	240
16	13	3/2	390
17	14	D	310
18	14	E	20
19	14	F	880
20	14	G	1620
21	15	1/a	20
22	15	1/b	240
23	15	1/c	30
24	15	1/d	2950
25	15	2/a	20
26	15	2/b	190
27	15	2/c	90
28	15	3/a	20
29	15	3/b	400
30	15	3/c	760
31	15	3/d	1900
32	15	3/e	130
33	15	4/a	10

34	15	4/b	1050
35	15	4/c	460
36	15	5/a	1270
37	15	5/b	1640
38	15	5/c	450
39	16	2/b	780
40	16	2/c	1150
41	16	3	2790
42	16	4	1060
43	16	5	2020
44	16	6	580
45	17	3/a	240
46	17	3/b	600
47	17	3/c/1	480
48	17	3/c/2	50
49	17	4/b	1590
50	17	4/c/1	1360
51	17	4/c/2	320
52	17	5	990
53	17	6/a	2270
54	18	3/a	660
55	18	4/a	260
56	18	6/B	130
57	19	1/a	920
58	19	2/1/a	270
59	19	2/1/b	680
60	19	2/1/c	1200
61	19	3/1/a	340
62	19	3/1/b	750
63	19	3/1/c	1190
64	19	4/1/a	270
65	19	4/1/b	680
66	19	4/1/c	1230
67	19	5/1/a	110
68	19	5/1/b	640
69	19	5/1/c	240
70	20	1/1	160
71	20	1/2	20
72	20	2/1	320
73	20	2/2	30

74	20	3/1	2010
75	20	3/2	500
76	20	3/3	370
77	20	3/4	200
78	20	3/5	400
79	20	3/6	1180
80	20	4/1	1250
81	20	4/2	240
82	21	1pt	1122.15
83	30	2	4000
84	30	3	4280
85	30	5pt	430.7
86	30	6pt	759.3
87	30	7	350
88	35	1/a	230
89	35	1/b/1	84
90	35	1/b/2	1406
91	35	2/a	930
92	35	2/b/1	325
93	35	2/b/2	55
94	35	3/1	1425
95	35	3/2	3735
96	35	4/1	1248
97	35	4/2	222
98	35	5/a	160
99	35	5/b/1	122
100	35	5/b/2	348
101	35	6	230
102	35	7	300
103	35	8	330
104	36	1/a	40
105	36	1/b	340
106	36	2	1370
107	36	3	1370
108	36	4	2330
109	36	5	150
110	36	6	2070
111	36	7	3180
112	37	1/a	1640
113	37	1/b	630

114	37	1/c	10
115	37	2/a	330
116	37	2/b	100
117	37	3/a	70
118	37	3/b	2570
119	37	3/c	1240
120	37	3/d	280
121	37	4/a	60
122	37	4/b	2110
123	37	5/a	200
124	37	5/b	760
125	37	6	1290
126	37	7/a	3020
127	37	9/a	940
128	38	1/a	1040
129	38	2	300
130	41	1	1570
131	41	2	610
132	41	3	3490
133	41	4	3010
134	41	5	350
135	41	6	4270
136	41	7	3690
137	41	8	3740
138	41	9	8660
139	42	1/a	10
140	42	1/b	160
141	42	1/c	160
142	42	2/a	160
143	42	2/b	460
144	42	2/c	320
145	42	3/a	1150
146	42	3/b	1080
147	42	3/c	80
148	42	4/a	50
149	42	4/b	500
150	42	5	510
151	42	6	2830
152	42	7	2400
153	43	1	230

154	43	2	1850
155	43	3	1900
156	43	4/a	1570
157	43	4/b	70
158	43	5	3030
159	43	6	3140
160	43	7	1920
161	43	8	200
162	43	9	560
163	43	10	3820
164	43	11	200
165	43	12	780
166	44	1/a	860
167	44	1/b	100
168	44	2	100
169	44	3/a	960
170	44	3/b	100
171	44	4	1820
172	44	5/a	140
173	44	5/b	1580
174	44	5/c	2680
175	44	6/a	280
176	44	6/b	1130
177	44	6/c	10
178	44	6/d	600
179	45	1/a	170
180	45	1/b	10
181	45	2/a	1000
182	45	2/b	2770
183	45	3	200
184	45	4/a	230
185	45	7/a	1420
186	45	8/a	2490
187	45	9	2880
188	45	10	400
189	46	1a/	390
190	46	1/b	1000
191	46	2/a	60
192	46	2/b	670
193	46	3/a	380

194	46	3/b	2050
195	46	4/a	100
196	46	6/b	870
197	46	7/b	340
198	46	8/a/1	190
199	46	8/a/2	450
200	46	8/b	420
201	47	1/a	700
202	47	3/b	2460
203	47	4/a	140
204	47	4/b/1	1150
205	47	4/b/2	710
206	47	5/a	140
207	47	5/b/1	410
208	47	5b/2	1520
209	47	6	1720
210	47	7	280
211	47	8	1540
212	48	1/a	20
213	48	1/b	340
214	48	1/c	20
215	48	2/a	10
216	48	2/b	90
217	48	2/c	380
218	48	3/a	470
219	48	3/b	490
220	48	4	1920
221	48	5	4220
222	48	6	180
223	48	7	2300
224	48	8	1420
225	49	1	1040
226	49	2	1110
227	49	3	180
228	50	1/a	2730
229	50	1/b	280
230	50	2	4020
231	50	3	1870
232	51	1	2150
233	51	2	560

234	51	3	3950
235	51	4/a	80
236	51	4/b	3870
237	51	5/a	130
238	51	5/b	1100
239	51	5/c	4500
240	51	6/a	800
241	51	6/b	1230
242	51	6/c	3170
243	51	7/a	50
244	51	7/b	1390
245	51	7/c	2050
246	51	8/a	140
247	51	8/b	1100
248	51	8/c	3490
249	51	9/a	10
250	51	9/b	470
251	51	9/c	890
252	53	2/2	2390
253	53	2/3	1254
254	54	1	610
255	54	2	3440
256	54	3	610
257	54	4	4040
258	55	1	300
259	55	2	300
260	55	3	3830
261	55	4	410
262	55	5	400
263	84	1	430
264	84	2	720
265	84	3	1450
266	327	1	1010
267	327	2/a	18600
268	327	2/b	4860
269	327	2/c	5060
270	327	2/d	180
271	327	2/e	4250
272	327	2/f	510
273	327	2/g	1060

274	327	2/h	1750
275	327	2/j	560
276	327	4	150
277	328	1	200
278	328	2	280
279	328	3/a	5080
280	328	3/b	5490
281	328	3/c	300
282	328	3/d	5490
283	328	3/e	2860
284	328	3/f	1110
285	328	3/g	5490
286	328	3/h	510
287	328	3/j	860
288	329	1	510
289	329	2	7080
290	329	3	8830
291	329	4	200
292	329	5/a	560
293	329	5/b	1670
294	329	6/a	410
295	345	1/a	1830
296	345	1/b	2080
297	345	1/c/1	32
298	345	1/c/2	108
299	345	2/a	70
300	345	2/b	410
301	345	3/a	30
302	345	3/b	380
303	345	4	180
304	345	5	3590
305	345	6/a	160
306	345	6/b/1	2516
307	345	6/b/2	54
308	345	7/a	4600
309	345	7/b	980
310	345	8/1	2132
311	345	8/2	348
312	345	9/1	1255
313	345	9/2	4515

314	345	10	3090
315	345	11/a	810
316	345	11/b	1730
317	345	12	1640
318	345	13	560
319	345	14/a	10
320	345	14/b	140
321	345	15	910
322	345	16	1420
323	345	17	140
324	383	---	24410
325	386	2/a	181
326	386	3/a	4640
327	386	5/a	35164
328	423	1/a	470
329	423	1/b	440
330	423	2/a	3090
331	423	2/b	250
332	423	3/a	30
333	423	3/b	2450
334	423	3/c	2490
335	423	4/a	4200
336	423	4/b	460
337	423	5/a	1410
338	423	5/b	2740
339	423	6/a	3340
340	423	6/b	920
341	423	7/a	520
342	423	7/b	1400
343	423	8/a	630
344	423	8/b	400
345	423	10	3030
346	424	1/a	1720
347	424	1/b	3440
348	424	3/a	2930
349	424	3/b	210
350	424	1/d	400
351	424	6	17547
	Total		523468.15

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property / Whole Project)

ALL THAT piece or parcels of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under:

Table A :

Description of the said Property

Sr. No.	Survey Nos.	Hissa Nos.	Area in sq.mt.
1.	35	2/b/2	1.42
2.	35	3/2	3729.00
3.	35	4/2	216.00
4.	35	5/b/2	348.00
5.	35	6	230.00
6.	35	7	300.00
7.	35	8	330.00
8.	36	1/b	340.00
9.	36	2	1370.00
10.	36	3	1370.00
11.	36	4/(pt)	1916.03
12.	36	5	150.00
13.	36	6(pt)	1106.00
14.	36	7(pt)	502.23
15.	37	1/b	437.000
16.	37	3/c(pt)	920.91
17.	37	4/b(pt)	164.19
18.	345	9/1(pt)	428.19
19.	345	12(pt)	1440.35
20.	345	15(pt)	753.86
21.	345	16(pt)	686.62
		Total	16739.80

On or towards the East : Balkum Road
 On or towards the West : MCGM Pipeline
 On or towards the North : TMC Amenity Plot
 On or towards the South: Survey No. 37/3/c(pt), 37/4/b(pt), 36/6(pt),
 36/6(pt), 36/7(pt), 345/16(pt) of village
 Majiwade, Taluka and District Thane

Table B: Description of the Real Estate Project

ALL THAT piece or parcels of land or ground situate lying and being at Village Majiwade, Taluka and District Thane in the Registration Sub-District and District Thane bearing the following Survey Numbers, Hissa Numbers and areas as under:

Sr. No	Survey No./Hissa No.	Area (sq. meters)
1.	35/3/2(pt)	516.13
2.	35/7(pt)	239.12
3.	345/12(pt)	483.75
	Total	1239.00

On or towards the East : 345/12(pt) of village Majiwade, Taluka and District Thane.
 On or towards the West : Survey No. 35/3/2(pt) of village Majiwade, Taluka and District Thane.
 On or towards the North : Survey No. 345/9/1 of village Majiwade, Taluka and District Thane.
 On or towards the South : Wing B Rustomjee Verdant Vistas.

THE THIRD SCHEDULE ABOVE REFERRED TO

(“Real Estate Project Amenities”)

Sr No	Wing Amenities
1	Said Parking Space as mentioned in the Fifth Schedule hereunder written
2	Electrical meter room & panel room

3	U.G + O.H Tank and pump room
4	Electric Substation
5	Letter box area
6	Society office
7	BMS room
8	DG Set for critical backup services like common area lighting and firefighting pumps.
9	Watchman's cabin
10	Common toilet for utility staff
11	Sewage Treatment Plant
12	Driver's resting room
13	Lift lobby and staircases
14	Lift machine room
15	Elevators for Passenger and Service
16	One Fire lift.
17	Entrance Lobby
18	Recreation Floor with amenities
19	Terrace with amenities

THE FOURTH SCHEDULE ABOVE REFERRED TO
(“Whole Project Amenities”)

Sr. No.	Whole Project Included Amenities
	Type of Facility / Amenity provided
1	Grand Entrance – Arrival Plaza with landscape & water feature
2	Gateway Garden – Landscape backdrop for the arrival plaza
3	Paws Corner – Play area for pets
4	Feature Drop – Off – Landscape Island for vehicular drop off for individual entrance lobbies
5	Gaming Zone – Semi covered area provided for Table Tennis, Board games, Foosball, Air hockey along with seating pods
6	Enchanted trail – Walkway through exotic landscape
7	Festival meadow – Open air social gathering area
8	Pickle Ball – Outdoor court to ply pickle ball game
9	Little one's playground – outdoor play area for kids & toddlers with suitable ply equipment's
10	Clubhouse – with squash court, lounge, banquet hall with spill out terrace
11	Skating rink – outdoor skating activity area
12	Garden pavilion – Semi covered seating area
13	Grill pavilion – Semi covered BBQ area
14	Lap pool with pool deck & kids pool & Silhouette pool
15	Hanging garden – Stepped planters
16	Floating Ramp – pedestrian ramp to access pool deck suspended over swimming pool
17	3G Wellness Corner – outdoor fitness area
18	Fellowship Table – outdoor community meeting table
19	Cricket Arena – box cricket enclosure
20	Warm-Up Deck – ancillary area for play courts
21	Multipurpose court
22	Solitude Grove – isolated seating alcove

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(“fixtures, fittings and amenities within the said Premises”)

INTERNAL AMENITIES within the Flat

- 1) Flooring
 - Imported marble – Living, dining & passage.
 - Vitrified tiles in Kitchen.
 - Wood finish Vitrified tiles / Vitrified tiles in Master bedroom & Bedrooms.
 - Toilets – vitrified tiles.
 - Living room & bedroom deck – Wooden Finish vitrified tiles
 - Dry balcony area - Anti skid vitrified tiles
- 2) Skirting/ wall tiles-Dado
 - Toilet– Glazed ceramic / vitrified tile dado up to door height.
 - Kitchen- Glazed vitrified tile dado - 600mm height above the kitchen platform.
- 3) Plumbing and Sanitary Fixtures and fittings:
 - Concealed flush tank in common & master toilet- Geberit or equivalent.
 - Open flush tank -Support staff toilet
 - Storage water heater for Master toilet & common toilet- Spherehot or equivalent
 - Wall mounted wash basin with half pedestal in powder toilet - American Standard/ Kohler / Duravit or equivalent
 - Under counter / over the counter wash basin in all other toilets - American Standard / Duravit or equivalent
 - Master toilet, common toilet - European wall-mounted WC with seat cover - American Standard / Duravit or equivalent
 - Master toilet, common toilet, powder toilet -CP fittings -Grohe / kohler or equivalent
 - Support staff toilet -CP & sanitary fittings -Jaquar or equivalent.
 - Glass cubicle / partition in master toilet – As per design
- 4) Door frames and shutter:
 - Apartment Main door: Frame in Teakwood/engineered wood with 50mm thick Readymade flush door with rebate for safety door provision in laminate finish with requisite hardware.
 - Internal door frame and shutter –Readymade 45mm thick flush door shutter – factory finish frame – laminate finish with requisite hardware.
 - Toilet door frame and shutter – Readymade 45mm thick flush door shutter – factory finish frame – laminate finish with requisite hardware.
- 5) Kitchen platform & sink –
 - Countertop in Quartz or equivalent
 - Single bowl sink with drain board: Nirali or equivalent
- 6) Windows –

Living & Bedrooms - UPVC / Aluminum lockable windows
Kitchen – UPVC / Aluminum openable / sliding folding door with exhaust fan.
Toilet - UPVC / Aluminum openable door / fixed window as per design with exhaust fan
- 7) Window/ door sill & jamb

- Marble/synthetic quartz sill & jamb for all windows, as per space available post UPVC / Aluminum window frame installation as per design.
- Kitchen door jamb in Quartz or equivalent

8) Electrical Switch Socket - Legrand Aretor series or equivalent

9) Vanity counter- Master toilet, common toilet, powder room – Full body vitrified tile / Quartz or equivalent

10) Railing –

Living Room Deck– SS Glass Railing

Bedroom Windows – SS Glass Railing only in front of openable panels

11) Wall finish – Gypsum finish with washable plastic paint.

12) Water purifier in kitchen

13) Provision for Inverter in the apartment.

14) Air conditioning for Living, dining, passage & bedrooms -VRV system with high wall split.

15) Video door phone

16) Fire sprinkler provision in all Rooms as per regulations.

17) Gas / Heat detector in Kitchen

THE SIXTH SCHEDULE ABOVE REFERRED TO

(“Meaning of the Terms and Expressions defined in this Agreement”)

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning and Description</u>
	Name, address and email id of the Promoter	<p>Name: Kapstone Constructions Pvt. Ltd.</p> <p>Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069</p> <p>Email id:</p> <p>customersupport.urbania@rustomjee.com</p>

	Name, address and email id of the Allottee/s	Name Address : Email ID :
	said Wing	Wing " "
	Real Estate Project	"Rustomjee Verdant Vistas"
	RERA Certificate	Certificate bearing no.
	Floor Composition	The Real Estate Project shall comprise of
	FSI Consumption	FSI sanctioned till date is _____ square meters.
	CC	V.P.NO. S05/0022/10 TMC/TDD/0141/[P/C]/2024/AutoDCR dated 28th June 2024.
	the said Premises	Flat bearing No. _____ on floor of the said Wing / Real Estate Project and admeasuring square meters (carpet area) equivalent to square feet (carpet area) of the Whole Project known as "Rustomjee Verdant Vistas" . The exclusive areas appurtenant to the said Premises admeasure _____ square meters equivalent to _____ square feet.
	Parking Space	<i>In case of conventional/surface parking:</i> No. [●] on the [●] level of the [●], admeasuring [●] square feet having [●] feet in length X [●] feet in breadth X [●] feet of vertical clearance. <i>In case of Tower Parking:</i>

		In the block known as Tower Car Parking for 1 (one) SUV/Sedan/MUV and to fit vehicle admeasuring length X [●] feet in breadth X [●] feet of height. <i>In case of Puzzle Parking:</i> In Puzzle Car Parking to fit vehicle admeasuring length X [●] feet in breadth X [●] feet of height.
	Consideration	Rs. _____/- (Rupees Only)
	Possession Date	_____; subject to provisions of Clause 7 of this Agreement for Sale.
	the said Account	
	Mortgagee Bank /Financial Institution	Not Applicable
	Said Nominee	
	PAN	(A) Promoter : AACCK3513F (B) Allottee : :

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(“schedule / manner of payment of the Consideration by the Allottee to the Promoter”)

Particulars	Payment Due (% of AV)
PART A	
Token/Part of application fee	Rs.____/-

Balance Application fee within _____ days of token	___% (not exceeding 10%)
PART B	
Within in _____ days from execution of agreement	20% (not exceeding 30%)
On completion of Plinth level	15% (not exceeding 45%)
On completion of ___ Slab	5%
On completion of ___ Slab	5%
On completion of ___ Slab	5%
On completion of ___ Slab	5%
On completion of ___ Top Slab (___ floor/ ___ floor) whichever is final slab	5% (not exceeding 70%)
On completion of internal walls, Internal Plaster, Flooring within the said apartment	5% (not exceeding 75%)
On completion of Staircase, lift wells, lobbies up to the floor level of the said apartment	5% (not exceeding 80%)
On completion of External Plumbing, External Plaster, Terrace with waterproofing	5% (not exceeding 85%)
On completion of water pumps, electrical fitting	10% (not exceeding 95%)
On Possession	5% (not exceeding 5%)
Total	100.0%

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(“being the list of the “Other Charges” to be paid by the Allottee in accordance with Clause 3.1 & 8.4 of this Agreement”)

PART A		
Sr. No.	Particulars	Amounts
1.	Legal Charges and Society Formation Charges	Rs.
2.	Charges towards installation of Electric Meter, Water Meter, Gas Connection up to the ground floor of the said Wing	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 which will be transferred to the Apex Body of the Larger Property to be Utilized for Future Maintenance of Township / Larger Property	Rs. -
3.	12 month Deposit & 12 Month Advance towards Proportionate Share of Taxes, Maintenance (provisional) and Other charges (excluding Development, Property Tax and Common Infrastructure Charges)	Rs. /-
4.	12 month Deposit & 12 Month Advance towards provisional Infrastructure (Township) Maintenance	Rs.-
5.	12 month Deposit & 12 Month Advance towards Provisional Federation Common Area Maintenance	Rs. -

SIGNED AND DELIVERED BY) **For Kapstone Constructions Pvt. Ltd.**
 the within named Promoter)
)
Kapstone Constructions Pvt.)
Ltd.) **Director/Authorized Signatory**
)
 By the hands of its Director /)
 Authorized Signatory)
 _____)
 in the presence of)
 Witness:

1.

2.

SIGNED AND DELIVERED BY)
the within named Allottee)

)

)

in the presence of)
Witness:

1.

2.

R E C E I P T

RECEIVED from the Allottee herein an aggregate sum of **Rs. /- (Rupees Only)** being the amount to be paid by the Allottee to the Promoter towards the Consideration in accordance with the Sixth Schedule as mentioned hereinabove.

For Kapstone Constructions Pvt. Ltd.

(Promoter/ Authorized Signatory)

Witness:

1.

2.