

[Draft]

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this _____ day of _____ in the year Two Thousand and _____ (20____)

BETWEEN

M/S JAIHIND OIL MILLS COMPANY, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 bearing registration no. _____ and having its registered office at 153, LB Shastri Marg, Bhandup (W), Mumbai-400078, hereinafter referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the partnership firm and the surviving partners and the heirs, executors and administrators of the last surviving partner) of the **ONE PART**;

AND

_____, aged about ___ years, Indian Inhabitant/s, having PAN No. _____ **OR** a partnership firm registered under the Indian Partnership Act, 1932 **OR** a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, **OR** a public charitable trust registered under the provisions of Bombay Public Trust Act, 1950 **OR** a trust registered under the provisions of the Indian Trust Act, 1882 **[as applicable]**, bearing CIN **OR** Registration No. _____ **[as applicable]** having his/her/its/their address for the purpose of these presents 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 individual/s]** his/her/their heirs, executors, administrators and permitted assigns **OR [in case of a partnership firm]** the partners or partner for the time being of the partnership firm and the surviving partners and the heirs, executors and administrators of the last surviving partner **OR [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 HUF **OR [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 survivor of them **OR [in case of a company/body corporate]** its successors and permitted assigns) of the **OTHER PART**.

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

WHEREAS:

A. By and diverse deeds and documents the Promoter is seized, possessed of and otherwise well and sufficiently entitled to the larger land admeasuring in aggregate 37,565.53 square meters (as per title deeds) and admeasuring 36,689.30 square meters (as per Property Register Cards) bearing C.T.S. Nos. 611, 611/1, 611/2, 611/3, 611/4, 611/5, 611/6, 611/7, 611/8, 611/9, and 611/10 of Village Kanjur (corresponding to New Survey Nos. 66, 67, 68, 72, 241, 242, and 272) lying, being and situate at Village Kanjur, Taluka Mulund, District Mumbai, Suburban Mumbai – 400078 (“**Larger Land**”). The Larger Land is more particularly described in the **First Schedule** hereunder written and delineated with black colour boundary line on the Plan annexed hereto and marked as **Annexure “A”**.

B. The Larger Land comprises of the following:

- (i) leasehold rights in respect of lands in aggregate admeasuring 39,898 square yards equivalent to 33,359.81 square meters bearing CTS No. _____ and shown washed in brown colour on the plan annexed hereto and marked as Annexure “A” (“**Leasehold Portion**”);
- (ii) ownership rights in respect of the lands in aggregate admeasuring 1,810 square yards equivalent to 1513.39 square meters bearing CTS No. _____ and shown washed in green colour on the plan annexed hereto and marked as **Annexure “A”** (“**Freehold Portion**”);
- (iii) rights in the form of a licence to use and occupy the lands in aggregate admeasuring 3,220 square yards equivalent to 2,692.33 square meters bearing CTS No. _____ and shown washed in blue colour on the plan annexed hereto and marked as **Annexure “A”** (“**Licensed Portion**”).

C. The Promoter has acquired its right, title and interest to the Larger Land in the manner more particularly set out in the Title Report dated 18th April 2022 and Supplementary Title Report dated 24th January 2024, issued by M/s M.T. Miskita Advocates and Solicitors (“**said Title Report**”). A copy of the said Title Report is annexed hereto and marked as **Annexure “B”**.

D. The Promoter was running a factory on the Larger Land and the said factory was then converted into a warehousing complex. On an application made by the Promoter, the Government of Maharashtra has vide its order dated 07.11.2016, permitted the Promoter to close down the factory and also vide order dated 3rd March, 2022, the Commissioner of Labour, Government of Maharashtra has issued a no-objection certificate (NOC) in respect of the development of the Larger Land.

E. The Municipal Corporation of Greater Mumbai (“**MCGM**”) has changed the user of the Larger Land from ‘*Industrial*’ to ‘*Residential / Commercial*’ purposes by its letter

bearing reference no. P-12131/2022/(611 And Other)/S Ward/KANJUR-W/337/1/New dated 6th October, 2022.

- F. By virtue of the aforesaid, the Promoter is entitled to construct buildings on the Larger Land and is undertaking the development of the Larger Land in a phase-wise manner, by utilization of its full development potential as per applicable provisions of Development (Control and Promotion) Regulations, 2034 (“**DCPR 2034**”).
- G. By reason of the conversion of the Larger Land from ‘*Industrial*’ to ‘*Residential / Commercial*’ purposes, the Promoter is required to hand over to MCGM a portion of the Larger Land admeasuring 4,798.51 square meters as ‘**amenity open space**’ which is shown coloured in green colour on the plan annexed hereto and marked as **Annexure “A” (“AOS Portion”)**.
- H. The details of the litigations / proceedings pertaining to the Larger Land are more particularly set out in the said Title Report and the status of the same shall be updated by the Promoter on the portal of the Maharashtra Real Estate Regulatory Authority (“**Authority**”) i.e. <https://maharera.mahaonline.gov.in>, from time to time.
- I. The details of the mortgages and/or lien and/or charges subsisting in respect of the Larger Land are more particularly set out in **Annexure “C”** hereto.
- J. The Promoter is now developing **Tower No. 4** (comprising commercial user premises on the ground stilt level, 2nd level podium and residential premises from 1st upper floor to the 34th upper floor) on a portion of the Larger Land admeasuring **3,430 square metres (“the said Land”)** (the said Land is more particularly described in the **Second Schedule** hereunder written and delineated in pink colour boundary line and the **Tower 4** is washed in Pink colour boundary line on the plan annexed hereto and marked as **Annexure “A”**) as a phase of the Whole Project (as defined below) and proposed as a “real estate project” by the Promoter and has been registered as a ‘Real Estate Project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued a Certificate of Registration bearing No. _____ dated _____ (“**the RERA Certificate**”) for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “D”** hereto.
- K. The principal and material aspects of the Real Estate Project are as set out herein:

- (i) Tower No. 4 [comprising of one building] being the Real Estate Project is proposed to be up to 34 habitable floors of super structure, of which 29 habitable floors have been sanctioned as on the date hereof.
- (ii) The Real Estate Project shall comprise of both residential premises and commercial premises as per the details provided in the **Second Schedule** hereunder written.
- (iii) Total FSI of 26,573.99 square metres has been proposed out of which 22,780.22 square metres has been sanctioned for consumption in the construction and development of the Real Estate Project.:.

The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written (“**Real Estate Project Amenities**”).

- (iv) The common areas, facilities and amenities in the Whole Project (*as defined below*) that may be usable by the Allottee and are listed in the **Annexure “E”** hereunder written (“**Whole Project Amenities**”) which may be used by the Allottee after the proposed development of the entire Larger Land is completed.
- (v) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of Premises/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method deemed fit by the Promoter. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (vi) The details of formation of the Real Estate Project Society/ies, and, conferment of title upon the Real Estate Project Society/ies with respect to the Real Estate Project, are more particularly specified in Clauses 8 and 10 below.
- (vii) A copy of the Intimation of Disapproval (IOD) bearing No. P-12131/2022/(611 And Other)/S Ward/KANJUR-W/IOD/1/Amend dated 10th January, 2024 and Commencement Certificate (CC) bearing No. . P-12131/2022/(611 And Other)/S Ward/KANJUR-W/CC/1/New dated 20th

February, 2024 issued by the Municipal Corporation of Greater Mumbai, are annexed hereto respectively as **Annexure “F” & “G”**.

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

- L. A portion of the Larger Land admeasuring 9,861.54 square meters is affected by reservation of RH 1.2 (Hospital) (“**Hospital Reservation**”) and the Larger Land is also affected by a 13.4-meter-wide D.P. Road (“**D.P. Road**”). A copy of the Development Plan Remarks dated 2nd December 2019 and bearing Reference No. Ch.E./DP3420191111251051 (“**D. P. Remarks**”) issued by Office of the Chief Engineer (Development Plan), Municipal Corporation of Greater Mumbai (“**MCGM**”) in respect of the Larger Land is annexed hereto and marked as **Annexure “H”**.
- M. In accordance with the provisions of the DCPR 2034 including Regulation 17 (accommodation reservation policy), the Promoter will be handing over a portion of the Larger Land admeasuring 1,953.21 square meters to MCGM for construction and development of a ‘*Hospital*’, which portion of Larger Land is shown hatched in yellow colour on the plan annexed hereto and marked as **Annexure “A” (“Hospital Land”)**. A portion of the Larger Land admeasuring approximately 2,696.74 square meters shall be handed over to the MCGM as Setback Area (“**D.P. Road/ Setback**”), which is shown demarcated in dark gray colour on the plan annexed hereto and marked as **Annexure “B”**. The Larger Land after deducting the AOS Portion, the Hospital Land and the D.P. Road / Setback is shown demarcated in red colour boundary on the plan annexed hereto and marked as **Annexure “A”** and hereinafter referred to the “**Developable Land**”. The Promoter will utilize the FSI of the Larger Land as permitted under the provisions of DCPR 2034.
- N. The principal and material aspects of the development of the Developable Land utilizing the FSI of the Larger Land (“**Whole Project**”) as disclosed by the Promoter are briefly stated below:
 - (i) Subject to the receipt of approvals/ sanctions from the Municipal Corporation of Greater Mumbai and / or other Competent Authority(ies), the Promoter further proposes to 4 (four) more mixed use towers / buildings on the Developable Land in addition to the Real Estate Project on a portion of the Larger Land viz. **Tower 1, Tower 2, Tower 3 and Tower 5** by consuming proposed FSI of approximately 147,100.54 square metres (“**Proposed Buildings**”). The Allottee has perused a copy of the Proposed Layout Plan (“**Proposed Layout**”) which specifies, *inter alia*, the location of the new/future/further buildings/towers/wings to be built on the Developable Land, together with a draft proforma specifying the proposed

total FSI proposed to be utilized on the Developable Land (“**Proposed Potential**”). The Proposed Buildings are washed in green colour boundary line on the plan annexed hereto and marked as Annexure “A”.

- (ii) The Whole Project will comprise of 1 (one) basement, 1 (One) Ground / Stilt Level, 1st (first) Podium Level, 2nd (second) Podium Level, 3rd (Third) Podium Level plus Service Floor / Podium Top Level.
- (iii) 1 (one) basement level shall comprise of car parking spaces. Part of the car parking spaces on the 1 (one) basement level (as determined by the Promoter) shall be for the use of the allottees of the commercial premises in the Whole Project including their visitors / customers car parking, etc., (hereinafter referred to as “**Commercial Car Parking Spaces**”). The balance part of the 1 (one) basement level car parking spaces shall be for the use of the allottees of the residential premises in the Whole Project including their visitor’s car parking etc. (as determined by the Promoter).
- (iv) The ground / stilt level under the Real Estate Project and some of the Proposed Buildings (such as Tower 1, Tower 2 and Tower 5) may comprise of commercial user premises (which premises may include retail shops, commercial units, restaurants, business centres or any other commercial user premises as permissible under applicable law). The balance part of the ground / stilt level shall comprise of car parking spaces.
- (v) The 1st (first) podium level shall comprise of car parking spaces.
- (vi) The 2nd (second) podium level under the Real Estate Project and some of the Proposed Buildings (such as Tower 1, Tower 2 and Tower 5) may comprise of commercial user premises (which premises may include retail shops, commercial units, restaurants, business centres or any other commercial user premises as permissible under applicable law). The balance part of the 2nd (second) podium level shall comprise of car parking spaces.
- (vii) The balance portion of the basement level, the Ground / Stilt Level, the 2nd (second) podium level and the 3rd (third) podium levels (as determined by the Promoter), each of these levels shall comprise of car parking spaces for the use of the allottees of the residential premises in the Whole Project including their visitors, etc., (hereinafter referred to as the “**Residential Car Parking Spaces**”).
- (viii) The 3rd (third) Podium Level and the Podium Top Level shall *inter-alia* comprise of common areas and amenities (“**Podium Amenities**”) for the use of all the allottees of all the residential premises in the Whole Project,

which Podium Amenities shall comprise of both indoor amenities as well as open to sky amenities, as deemed fit by the Promoter.

- (ix) Tower 1 constructed on portion of the Developable Land admeasuring 27,240.84 square meters (plinth area) comprising of upto 34 (Thirty-Four) Upper Floors having residential premises in addition to the commercial user premises including retail shops, commercial units, restaurants, business centres or any other commercial user premises on the ground/ stilt floor and 2nd podium level of Tower 1;
- (x) Tower 2 may comprise of upto 34 (Thirty-Four) Upper Floors having residential premises in addition to the commercial user premises including retail shops, commercial units, restaurants, business centres or any other commercial user premises on the ground and 2nd podium level of Tower 2;
- (xi) Tower 3 may comprise of upto 50 (Fifty) Upper Floors having only residential premises;
- (xii) Tower 4 may comprise of upto 34 (Thirty-Four) Upper Floors having residential premises in addition to the commercial user premises including retail shops, commercial units, restaurants, business centres or any other commercial user premises on the ground and 2nd podium level of Tower 4;
- (xiii) Tower 5 may comprise of upto 50 (Fifty) Upper Floors having residential premises in addition to the commercial user premises including retail shops, commercial units, restaurants, business centres or any other commercial user premises on the ground and 2nd podium level of Tower 5;
- (xiv) The Clubhouse Building shall be constructed on portion of Developable Land admeasuring 27,240.84 square meters on the Podium Top Level *inter alia* comprising ground floor plus 3 (three) upper floors having clubhouse lobby and indoor common areas and amenities only for the use of the allottees of the residential premises in the Whole Project, as may be deemed fit by the Promoter (“**Clubhouse Amenities**”). The Podium Amenities and the Clubhouse Amenities are hereinafter collectively referred to as the “**Whole Project Amenities**” as more particularly set out in the list annexed hereto and marked as **Annexure “E”**. The Whole Project Amenities shall only be usable by the Allottee/s herein and the other allottee/s of the residential premises of the Whole Project on a non-exclusive basis and on the terms set out herein.
- (xv) The allottees of the commercial premises in each of the Proposed Building shall join in forming a separate co-operative housing society. Similarly,

allotees of the residential premises located in each of the Proposed Buildings shall join in forming a co-operative housing society for such Building only.

- (xvi) The Promoter proposes to develop the Whole Project in a phase wise and building wise manner and accordingly proposes to register each of the Proposed Buildings as separate real estate projects under the provisions of the RERA and the RERA Rules (*as defined hereinbelow*).
- (xvii) A portion of the Ground Level comprising of commercial premises shall also include entrance lobby (“**Commercial Lobby**”), services, circulation areas, etc., for utilization of the allottees of the commercial premises in the Whole Project, as the Promoter may deem fit.
- (xviii) A portion of the 3rd (third) Podium Level of the Proposed Buildings shall comprise of their own entrance lobby (“**Residential Lobby**”) for utilization of the allottees of the residential premises of the Whole Project, as the Promoter may deem fit.
- (xix) The top floor of the Real Estate Project and each of the Proposed Building presently envisaged 34th (thirty-fourth) floor of the Real Estate Project, Tower 1 and Tower 2 and the top of the 50th (fiftieth) floor of the Tower Nos. 3 and 5 shall be an open to sky terrace floor and shall *inter-alia* contain service and utility areas for such building, as may be deemed fit by the Promoter.
- (xx) The Commercial Car Parking Spaces, the Commercial Lobby, services and common areas for use of the commercial premises together with all the commercial premises in the Whole Project shall be collectively referred to as “**Commercial Portion**”.
- (xxi) The Residential Car Parking Spaces, Residential Lobby, Whole Project Amenities together with all the residential premises in the Whole Project, shall be collectively referred to as “**Residential Portion**”.
- (xxii) Since the Whole Project Amenities are meant for the use of the Allottee/s and / or the other allottees of the Residential Portion of the Whole Project (and not just Real Estate Project (*as defined hereinbelow*)), the Allottee/s and the other allottee/s of the Real Estate Project shall not be entitled to claim any sort of exclusive use of the Whole Project Amenities. It is once again clarified that the Whole Project Amenities are common for the use of allottees of both (I) the residential premises of the Real Estate Project (*as*

defined herein), and (II) the allottees of the residential premises of the balance portion of the Whole Project (other than the Real Estate Project).

- (xxiii) The Whole Project Amenities shall be constructed in a phase-wise / tower wise manner and shall be completed upon construction of the entire Whole Project and obtainment of the full occupation certificate thereof. Further, the Promoter reserves its right to substitute, upgrade, modify, delete, relocate or enhance any or all the Whole Project Amenities. The Allottee/s has agreed to enter into this Agreement knowing the same fully well and shall not raise any claim and / or dispute relation to the same on any ground whatsoever.
- (xxiv) It is agreed and clarified that save and except the lift, lobbies and common areas forming part of the Commercial Portion, the allottees of the Commercial Premises shall not be entitled to use of any other amenities in the Whole Project including the Whole Project Amenities.
- (xxv) The Promoter shall solely be entitled to finalize, modify, determine, etc., from time to time, the areas / portions of the Real Estate Project and the Proposed Buildings which shall comprise of the Commercial Portion and the Residential Portion respectively. The Allottee/s shall not be entitled to raise any objection to the same.
- (xxvi) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time;
- (xxvii) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Developable Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (xxviii) The Promoter shall be entitled to confer title of a particular tower/ to such Other Societies, as mentioned at Clause 8 below.
- (xxix) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Developable Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Developable Land are more particularly specified in Clauses 9 and 11 below.

(xxx) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land remaining after handing over the stipulated percentage if any, to the MCGM or any other statutory authority and/or after developing public amenities, would be available for transferring to the Apex Body. A list of the amenities and reservations affecting the Larger Land is set out in the Proposed Layout.

(xxxi) The nature of development of the Larger Land and the Developable Land will be phase wise and would constitute a mix of users as may be permissible under applicable law from time to time.

(xxxii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules, as amended from time to time.

(xxxiii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.

(xxxiv) The Promoter will be entitled to develop the Larger Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.

(xxxv) The above details and further aspects of the proposed future and further development of the Larger Land are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure “D”** hereto (“**Proposed Future and Further Development of the Larger Land**”).

O. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.

P. The Promoter proposes to develop the Whole Project, presently known as “**Codename Triumph**”, in a phase-wise manner, although the Promoter may develop any of the Proposed Buildings contemporaneously with the Real Estate Project or in a phase wise manner as the Promoter in its sole discretion may deem fit.

Q. The Allottee/s is/are desirous of purchasing a residential premises / flat in the Real Estate Project more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**said Premises**"). The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, for the lump sum consideration as set out in the **Second Schedule** hereunder written ("**Sale Consideration**") and upon the terms and conditions mentioned in this Agreement. The payment term of the Sale Consideration is set forth in the **Third Schedule** hereunder written.

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

S. By virtue of the right, title and interest of the Promoter in the Larger Land and the approvals / permissions obtained / to be obtained by the Promoter in respect of the said Property, the Promoter has the right and is entitled to sell the Premises/units comprised in the Real Estate Project and to enter into this Agreement with the Allottee/s and receive the Sale Consideration (*as defined hereinbelow*) in terms hereof.

T. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Real Estate Project, the layout plans, typical floor plans, designs and specifications prepared by the Promoter's Architect Messrs Space Age Consultants, and such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -

- (i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, etc. and such other documents as required under Section 11 of RERA;
- (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificate M/s. MT. Miskita, Advocates & Solicitors ("**Title Certificate**"), certifying the right/entitlement of the Promoter, copy whereof are annexed hereto and collectively marked as **Annexure "B"**; and
- (v) The certified true copies of the Property Register Card for the Larger Land, which are annexed hereto and marked as Annexure "**I**".

U. An authenticated copy of the plan of the said Premises, is annexed and marked as Annexure "**J**" hereto.

V. While sanctioning the plans, approvals and permissions as referred to 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 and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

W. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.

X. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

Y. Prior to execution of this Agreement, the Allottee 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 the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement including at Recital K and N above and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

Z. The carpet area of the said Premises as defined under the provisions of RERA, is set out in the **Second Schedule**. The term "carpet area" means the net usable floor area of an Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls (which shall include column(s) within or adjoining or attached to the walls) of the Premises.

AA. 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 this Agreement on the terms and conditions appearing hereinafter.

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

CC. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.

DD. The copies of the following are annexed hereto as follows:

Annexure "A"	Plan of the Larger Land
Annexure "B"	The said Title Certificate
Annexure "C"	Details of Encumbrances, etc. on the said Land
Annexure "D"	RERA Registration Certificate
Annexure "E"	Details of Whole Project Amenities
Annexure "F"	Copy of Intimation of Disapproval dated 10 th January 2024
Annexure "G"	Copy of Commencement Certificate dated _____
Annexure "H"	Copy of DP Remarks dated 2 nd December, 2019.
Annexure "I (colly)"	Property Register Cards of the said Land
Annexure "J"	Floor Plan of the said Premises
Annexure "K"	Particulars of Other Charges
Annexure "L"	Details of Premises Fittings and Amenities
Annexure "M"	Details of Litigations

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

1. **Interpretation:**

In this Agreement where the context admits:

- 1.1 the headings given in the operative section of this Agreement are only for convenience and are not intended to be read or interpreted in derogation of RERA or Rules framed thereunder;
- 1.2 any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification,

re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 1.3 any reference to the singular shall include the plural and vice-versa;
- 1.4 any references to the masculine, the feminine and the neuter shall include each other;
- 1.5 any references to a “company” shall include a body corporate;
- 1.6 the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- 1.7 the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- 1.8 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;
- 1.9 the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- 1.10 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;
- 1.11 in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

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

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

- (i) an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
- (ii) that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement;
- (iii) references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (iv) where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words; and

2. **Purchase of the said Premises and Sale Consideration:**

2.1 The Promoter shall construct the Real Estate Project known as “Tower 4” or such other name as decided by the Promoter from time to time, in accordance with the plans, designs and specifications as approved by the MCGM and/or any other concerned authority from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement.

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

2.2 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the said Premises, more particularly set out in the **Second Schedule** hereinunder written and as shown in the floor plan thereof hereto annexed and marked as **Annexure “H”**, for residential purposes only and for the Sale Consideration, as set out in the **Third Schedule**.

2.3 In addition to the carpet area of the said Premises, there are certain constructed areas such as balcony, ODU and utility areas and additional spaces appurtenant to the said Premises (hereinafter referred to as “**Additional Areas**”). The Additional Areas shall be exclusive to the said Premises and shall be limited to common areas and facilities.

2.4 The Promoter has agreed to provide for the exclusive use of the Allottee/s with the said Premises, car parking space/s which may be in the form of an open parking space, tandem parking, puzzle parking or in the form of stack parking or any other form of automated or mechanical and which may be located in the Basement level or the Ground level or the Podium levels (as the Promoter deems fit and at the sole discretion of the Promoter), as more particularly set out in the **Second Schedule** hereunder written (hereinafter referred to as “**said Car Parking Space/s**”). The Allottee/s agrees and acknowledges that:

- (i) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space/s by the Promoter and shall pay such outgoings in respect of the said Car Parking Space/s as may be levied by the Promoter.
- (ii) The Promoter shall identify and allocate the said Car Parking Space/s simultaneously with offering possession of the said Premises. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space/s shall be final and binding on the Allottee/s and the Allottee/s hereby gives his/her/their irrevocable consent for the same and undertakes not to dispute such allocation, the size, location and type of arrangement and/or for any reason whatsoever at any time in future.
- (iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space/s allotted to him/her/them. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as they may deem fit.
- (iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the proposed society to be formed, from time to time.

(v) The Automated/Mechanical Car Parking System are purchased from third party Vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors, and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society / the said Societies of allottees, whichever is earlier. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Space for any reason whatsoever.

2.5 The Allottee/s has/have paid on or before execution of this Agreement part payment of the Sale Consideration as advance payment, details whereof are mentioned in the Receipt attached hereto. The Allottee/s hereby agrees to pay the entire Sale Consideration in the manner and at such intervals as more particularly mentioned in the **Third Schedule** hereunder written.

2.6 The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter have neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and the said Car Parking Space and that the Additional Areas and the common areas and the Car Parking Space shall be allowed to be used free of cost, without any price or consideration.

2.7 The payment of the Sale Consideration and Other Charges (*as defined hereinbelow*), taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement (time being the essence). The Promoter have agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings in accordance with this Agreement.

2.8 The Promoter shall issue Demand and Tax Invoice to the Allottees intimating the Allottees about the stage-wise payment due as detailed herein (the payment at each stage is individually referred to as "**the Instalment**" and collectively referred to as "**the Instalments**"). The Allottee/s shall be bound and obligated to pay to the Promoter the Instalment amount within 7 (seven) days of the

Promoter issuing such Notice for the payment of the Instalment, time being the essence of the contract.

- 2.9 The Allottee/s and the other allottees of the Real Estate Project together with allottees of all other residential premises in the Whole Project shall be entitled to utilize the Whole Project Amenities on a non-exclusive basis. The Allottee/s shall not be entitled to raise any objection to the same. The Real Estate Project Amenities shall be constructed in a phase-wise / tower wise manner and shall be completed upon construction of entire Whole Project and obtainment of the full occupation certificate thereof. Further, the Promoter reserves its right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities. The Allottee/s has/have agreed to enter into this Agreement knowing the same fully well and shall not raise any claim and / or dispute relation to the same on any ground whatsoever. The Promoter shall decide the maintenance and outgoings (included in the Other Charges (*defined hereinbelow*)) and the same shall be mandatorily paid by the Allottee/s and other allottees of the Residential Portion of the Real Estate Project irrespective of the usage of the same by the Allottee/s and / or the other allottees of the Residential Portion.
- 2.10 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Premises together with right to the common areas, amenities and facilities in the Real Estate Project including the Real Estate Project Amenities and the Residential Amenities, more particularly set out in **Part A** and the **Part B** of the **Annexure “K”** hereto annexed (“**Other Charges**”) if the said Premises is in the Residential Portion. The Allottee/s / the other allottees of the Real Estate Project are liable to bear and pay the Other Charges as set out in the **Annexure “K”**. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in the Other Charges as set out in **Annexure “K”** shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The heads of the Other Charges as set out in **Annexure “K”** are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the abovementioned other charges / amounts as the Promoter may indicate to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agrees to pay the Other Charges and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises by the Promoter to the Allottee/s.
- 2.11 The Sale Consideration and the Other Charges (collectively referred to as “**the Total Price**”) above excludes taxes including but not limited to Goods and Service Tax, Property Tax, Swatch Bharat Cess or any other similar taxes which

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

- 2.12 The Promoter has informed the Allottee/s that there may be common access road, streetlights, 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 Whole Project layout of the said Land. 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 allottees / purchasers of Residential and Commercial Premises in the Real Estate Project shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises / Premises in the Real Estate Project shall object to the Promoter laying through or under the said Land 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 of the Whole Project which are to be developed and constructed on any portion of the said Land or any other land / property to be developed / redeveloped by the Promoter.
- 2.13 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. 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 published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.

2.14 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Real Estate Project 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% (plus or minus three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand proportionate additional Sale Consideration and Other Charges taxes, maintenance and outgoings from the Allottee/s, which shall be payable by the Allottee prior to taking possession of the said Premises. All these monetary adjustments shall be made at the same rate per square feet, as agreed in the **Second Schedule written hereunder**. Failure to make payments by the Allottee/s shall amount to be “default” and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement.

2.15 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.16 The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.

2.17 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter as set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards Sale Consideration in respect of the said Premises. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

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

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

2.20 Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount

due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Promoter.

3. Covenants of the Promoter and the Allottee/s:

- 3.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises.
- 3.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall, subject to Force Majeure Events (*as defined hereinbelow*) abide by the time schedule for completing the said Premises and offering the said Premises to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her under this Agreement and meeting all the covenants and obligations under the Agreement.

4. Entitlements of the Promoter:

- 4.1 The Promoter hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the Whole Project is 1,08,421.65 square meters only and Promoter has planned to utilize Floor Space Index of 21,501.56 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the Real Estate Project. The Promoter has disclosed the Floor Space Index of 21,501.56 square meters, as proposed to be utilized by it in the Real Estate Project and Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the aforesaid proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.2 The Whole Project shall be developed by the Promoter in a phase wise / tower wise manner and hence all or any of the Whole Project Residential Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee/s. The Promoter contemplates to complete and provide the Real Estate Project Amenities only after the completion of the entire Whole Project and obtainment of the occupation certificate thereof, to which the

Allottee/s accords his/her/their irrevocable consent. The Promoter reserves its rights to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities, for which the Allottee/s hereby confirms such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Real Estate Project Amenities shall form part of the said Building, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoter and / or the proposed society to be formed, from time to time.

4.3 The Promoter shall be entitled to club, amalgamate the development/redevelopment of the said Land with the Whole Project adjacent/adjoining properties or any other properties. The same may be taken as a common integrated layout with the said Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoter shall be entitled to take steps including but not limited to following:

- (i) Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, land composition and land mix.
- (ii) Float FSI/Transferable Development Rights (“TDR”) from or onto the Whole Project and undertake consequent construction, development, sale, marketing and alienation.
- (iii) Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.
- (iv) Provide common access and entry and exit points to and from the said Land (or part thereof) and the other properties, which may be used in common by the allottees/occupants of premises/Premises constructed on the said Land (or part thereof) and the balance portion of the said Land and other properties.
- (v) Upon such acquisition, clubbing or amalgamation of other lands / properties the magnitude and scope of the Whole Project and / or the said Land shall vary and modify in accordance with the actual acquisition of other lands / properties / projects.

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

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

4.6 Save and except as stated in Recital I hereinabove, the Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the security of premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank / financial institution / Non-Banking Financial Institution (Lenders) and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

4.7 The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Developable Land/ Real Estate Project in perpetuity.

4.8 The Promoter shall be entitled to construct site offices/sales lounge in the Developable Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the Developable Land is fully completed, irrespective of whether the said Land or any portion thereof is transferred to the Society.

4.9 The Promoter shall have option to offer possession of the said Premises even prior to completion of the Real Estate Project Amenities. The Allottee/s agrees to take possession of the said Premises in terms of Possession Notice. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society / the Societies only after completion of the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserve their rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities. The Allottee/s consents and agrees for the same and shall not raise any dispute or claim at any time.

5. **Possession:**

The Promoter shall endeavor to complete the construction of the said Premises and obtain the part / full Occupation Certificate from the MCGM and/or the concerned authority, in respect of the said Premises on or about the date as more particularly mentioned in the **Second Schedule** hereunder written (“**Possession Date**”), subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of construction of the said Building in which the said Premises is to be situated is delayed on account of any of the following factors (“**Force Majeure Events**”):

- 5.1 War, flood, drought, fire, cyclone, earthquake, or any other calamity cause by nature affecting the regular development of the Real Estate Project;
- 5.2 Any stay order /injunction order issued by any Court of Law, Tribunal, Competent Authority, SRA, MCGM, Statutory Authority, High Power Committee etc.

6. **Procedure for taking possession:**

- 6.1 Upon obtaining the occupancy certificate from the MCGM / competent authority in respect of the said Premises and upon timely payments made by the Allottee/s as per this Agreement and subject to Force Majeure Events, the Promoter shall offer in writing to the Allottee/s to take the possession of the said Premises, within 15 (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Premises to the Allottee/s (“**Possession Notice**”). The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoter from the date of Possession Notice. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (Seven) days of receiving the occupancy certificate of the said Premises.
- 6.2 The Allottee/s shall take possession of the said Premises within 15 (Fifteen) days from the date of the Possession Notice.
- 6.3 Upon receiving the Possession Notice from the Promoter as agreed above, the Allottee/s shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e.

in proportion to the carpet area of the said Premises from the Possession Notice, including inter-alia, local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project, as per the terms provided herein. Until the proposed society is formed and the management and maintenance thereof is offered to the proposed society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

- 6.4 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, pay to the Promoter such amounts as mentioned in the **Part A** and the **Part B** of Annexure “K”. The interest if any on such amounts shall solely be the entitlement of the Promoter. The Other Charges are tentative and are liable to be revised by the Promoter. The amounts mentioned in the **Part A of Annexure “K”** shall not be accountable by the Promoter. The amounts mentioned in the **Part B of Annexure “K”** shall be accounted only to the Society / the said Societies of the allottees / the purchasers of the Commercial Premises / Residential Premises in the Whole Project and not to the Allottee/s individually and shall not carry any interest. The interest if any on such amounts shall solely be the entitlement of the Promoter. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in **Annexure “K”**, to the bank account of the Promoter, as detailed in the **Part A** and the **Part B of Annexure “K”** hereunder written or as may be prescribed by the Promoter. For the purposes of this clause, the expression “Promoter” includes its nominee/s.
- 6.5 Upon receiving the Possession Notice, the Allottee/s shall take possession of the said Premises, within the period as set out in the Possession Notice, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall handover possession of the said Premises to the Allottee/s. In case the Allottee/s fails to take possession of the said Premises within the time provided in the Possession Notice, such Allottee/s shall continue to be liable to pay maintenance charges and Other Charges, as applicable and in terms of this Agreement from the date of the Possession Notice.
- 6.6 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 or the Real Estate Project Premises or any defects on account of workmanship, quality or provision of service, then,

wherever possible such defects shall be rectified by the Promoter at cost and expense to be borne and paid by the Promoter and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, reasonable compensation for such defect provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Real Estate Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoter.

6.7 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purposes more particularly mentioned in the **Second Schedule**. The Allottee/s shall use the said Car Parking Space/s only for purpose of keeping or parking vehicle.

7. **Delays and Termination:**

7.1 If the Promoter fails to abide by the time schedule for completion and offering of the said Premises to the Allottee/s on/or before the Possession Date, subject to Force Majeure Events as stated hereinabove, the Allottee/s shall be entitled to either:

(i) Call upon the Promoter by giving a written notice by Courier or E-mail or Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the Interest Rate, on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering the possession of the said Premises.

OR

(ii) Terminate this Agreement by giving written notice to the Promoter by registered post A.D. at the address provided by the Promoter (“**Allottee/s Termination Notice**”). Except for the failure of the Promoter to offer the possession of the said Premises on or about the Possession Date (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Premises and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s the balance 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 at the Interest Rate thereon are duly repaid simultaneously with the Allottee/s executing and registering a deed of cancellation of this Agreement. On such repayment of the amounts payable by the Promoter (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the said Car Parking Space/s and the Promoter shall be entitled to deal with and/or dispose-off the said Premises and/or the said Car Parking Space/s in the manner it deems fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever. It is agreed and clarified that the Promoter are not and shall not in any way be liable for the payment of any loans taken by the Allottee/s from any banks and / or financial institutions or otherwise for purchasing the said Premises. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (Fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Premises and assign the said Car Parking Space/s, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion.

(iii) In case the Allottee/s elects his remedy under Clause 7.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 7.1(ii) above and vice-versa, save and except as deemed fit by the Promoter.

- 7.2 If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date of the Demand and Tax Invoice till the date such amounts are fully and finally paid together with the interest thereon at the Interest rate.
- 7.3 Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee/s committing 3 (three) defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) or 3 (three) events of breach of any of the

provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s (“**Event of Default**”).

7.4 Upon occurrence of an Event of Default, the Promoter shall be entitled to terminate this Agreement, without any reference to the Allottee/s; Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

7.5 If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of aforesaid notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“**Promoter’ Termination Notice**”), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s.

7.6 On issuance of the Promoter’ Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoter’ Termination Notice. Thereupon, the Promoter shall be entitled to deal with and/or dispose of or alienate the said Premises and the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner whatsoever. The Promoter shall refund the instalments of Sale Consideration to the Allottee/s in the following manner:

- (i) The Allottee/s shall execute and register deed of cancellation or such other documents (as may be required by the Promoter) (“**Deeds**”) in respect of the said Premises confirming the termination. The Allottee/s shall execute and register the above Deeds within 15 (fifteen) days of the receipt of intimation from the by the Promoter.
- (ii) The Sale Consideration paid by the Allottee/s after deducting therefrom the said Deductions (*as defined hereinbelow*) (“**the Balance Amount**”), shall be refunded to the Allottee/s within 30 (thirty) days of the issuance of Promoter’ Termination Notice.
- (iii) The Parties further confirm that any delay or default in execution / registration of the Deeds shall not prejudice the cancellation, the Promoter’s right to terminate this Agreement and / or forfeiture (as set out above) and refund of the Balance Amount to the Allottee/s and the

Promoter's right to sell/transfer the said Premises including but not limited to the said Car Parking Space/s to any third party.

(iv) Upon receiving the Promoter' Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose-off the said Premises in any manner they deem fit and proper.

7.7 The Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("the said Deductions") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration and any losses that may be caused to or suffered by the Promoter, (b) brokerage, if any, paid by the Promoter to channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by it/him/her/them, (e) amount of stamp duty and registration charges and expenses incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in its discretion), if any, to the lending Bank/Financial Institution, (g) any amount/ interest reimbursed by Promoter to the Allottee/s, (h) in case the Allottee/s has availed any loan against mortgage of the said Premises, then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly.

7.8 Further, after issuance of the Promoter' Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

7.9 The Allottee/s waives his/her/their right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deduction is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter have agreed to sell the said Premises to the Allottee/s.

7.10 Without prejudice to rights and remedies available to the Promoter under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Premises with NOC of the Promoter and this Agreement is terminated by either

party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc., and that the bank/financial institution shall have no recourse against the Promoter or the said Premises.

- 7.11 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Premises and termination of this Agreement, the Promoter shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.
- 7.12 The Promoter herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.
- 7.13 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

8. **Formation of the Societies:**

With respect to the Commercial Premises in the Real Estate Project

- 8.1 Within 3 (three) months from the date of booking of at least 51% (fifty-one per cent) of the aggregate number of the commercial premises in the Real Estate Project by allottees thereof, the Promoter shall submit an application to the competent authorities to form a co-operative housing society comprising [the Allottee/s herein and other] commercial allottees of the premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**the Commercial Society**”).

- 8.2 The Allottee/s herein shall, along with other allottees of the Commercial Premises of the Real Estate Project, join in forming and registering the Commercial Society.
- 8.3 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Commercial Society and for becoming a member thereof, including the bye-laws of the Commercial 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 Commercial Society.
- 8.4 The name of the Commercial Society shall be solely decided by the Promoter.
- 8.5 The Commercial Society shall admit all the allottee/s of the commercial premises of the Real Estate Project for which it is / they are formed, as members, in accordance with law.
- 8.6 The Promoter shall be entitled, but not obliged to, join as a member of the Commercial Society in respect of the unsold commercial premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold commercial premises and to undertake the marketing etc. in respect of such unsold commercial 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 Commercial Society/Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold residential premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings from the date of handover the management and maintenance of the Commercial Society.

With respect to the Residential Premises in the Real Estate Project

- 8.7 Within 3 (three) months from the date of booking of at least 51% (fifty-one per cent) of the aggregate number of the residential premises in the Real Estate Project by allottees thereof, the Promoter shall submit an application to the competent authorities to form a co-operative housing society comprising [the Allottee/s herein and other residential allottees of the premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**the Residential Society**”).

8.8 The Allottee/s herein shall, along with other allottees of the residential premises of the Real Estate Project, join in forming and registering the Residential Society.

8.9 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 Residential Society and for becoming a member thereof, including the bye-laws of the Residential 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 Residential Society.

8.10 The name of the Residential Society shall be solely decided by the Promoter.

8.11 The Residential Society shall admit all the allottee/s of residential premises of the Real Estate Project for which it is / they are formed, as members, in accordance with law.

8.12 The Promoter shall be entitled, but not obliged to, join as a member of the Residential Society in respect of unsold residential premises / Premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold residential premises and to undertake the marketing etc. in respect of such unsold residential 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 Residential Society/Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold residential premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold residential premises towards the outgoings from the date of handover the management and maintenance of the Residential Society.

The Commercial Society and the Residential Society formed in the Real Estate Project shall hereinafter collectively called as the '**Real Estate Project Society/ies**'.

With respect to the Societies in the Real Estate Project

8.13 Notwithstanding anything contained above, the Promoter reserves its right to form a combined society for all the commercial premises and residential premises of the Real Estate Project or a combined society comprising any/all the other towers of the Proposed Buildings (hereinafter referred to as the

“Combined Society/ies”) or in any other manner as the Promoter deems fit and / or with such modifications as may be deemed fit by the Promoter and the terms ‘Commercial Society’ and ‘Residential Society’ in this Agreement shall be deemed to mean such **‘Combined Society/ies’**

- 8.14 Subsequent to the offering to hand over the management and maintenance of the Real Estate Project to the Real Estate Project **Society/ies**, by the Promoter, the Real Estate Project **Society/ies** shall be responsible for the operation and management of the portions of the Real Estate Project for which it is / they are formed, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee/s shall not be entitled to dissolve the Real Estate Project **Society/ies** formed by the Promoter with a view to form a separate society for the operation and management and/or supervision of the Real Estate Project or part thereof.
- 8.15 After the handover of the management and maintenance of the Real Estate Project to the Real Estate Project **Society/ies**, the Promoter / the Society in their discretion may maintain separate accounts maintained towards the monthly maintenance, and outgoings etc., for the Real Estate Project.
- 8.16 It is agreed and hereby clarified that the Promoter shall be entitled to use and consume the entire development potential of the said Land or part thereof even after formation of the Real Estate Project Society/ies and the Real Estate Project **Society/ies** and/or the Allottee/s shall have no objection against the same.
- 8.17 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of each of the Real Estate Project Society/ies including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Real Estate Project Society/ies and its members / intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same in any manner whatsoever.
- 8.18 The Promoter will have the option, at its sole, absolute and unfettered discretion to submit the Real Estate Project / the Whole Project to the provisions of the Maharashtra Premises Ownership Act, 1970 ("MAO Act"), if so permissible, instead of forming and registering the Society, as aforesaid. If the Promoter so decides to apply the provisions of the MAO Act in respect of the Real Estate Project / the Whole Project, the Promoter will execute the necessary Declaration as contemplated by Section 2 of the MAO Act and will execute separate Deeds of Premises in respect of the respective premises in favour of the respective

allottee/s/purchaser/s thereof, instead of the Society Conveyance (defined hereunder). In such an event all references to the Society herein shall be deemed to refer to a condominium and the byelaws of the Society will be deemed to refer to the bye-laws of the condominium. The Allottee/s will join in the execution of the Declaration as and when called upon by the Promoter, if so, required by applicable law.

- 8.19 The Promoter shall also have the option, at its sole, absolute and unfettered discretion to get incorporated a Limited Company, if so permissible, of which the owners of all the residential premises and commercial premises in the Real Estate Project / the Whole Project shall be the shareholders. If the Promoter so decides to have a Limited Company incorporated, then and in that case, all references in this Agreement to the Society will be deemed to refer to the said Limited Company and, the references to the formation and registration of the Society will be deemed to refer to the incorporation of the Limited Company and further, the references to the bye-laws of the Society will be deemed to refer to the Memorandum and Articles of Association of the Limited Company and references to the registrar of Co-operative Societies/Competent Authority will be deemed to refer to the Registrar of Companies.
- 8.20 It is expressly clarified and the Allottee/s agrees that the prerogative to opt for a co-operative society, a condominium or a limited company as the form/nature of the organization of the allottee/s/unit purchasers of in the Real Estate Project / the Whole Project vests solely and absolutely in the Promoter, and none of the allottee/s (including the Allottee/s) of the units/premises in the Real Estate Project / the Whole Project (including the said Premises) shall have the right to demand from/insist upon the Promoter to opt for a particular form of organization of allottee/s /unit purchasers.
- 8.21 Upon 51% of allottees of premises/units (commercial or residential, as the case may be) in the other real estate projects to be developed on the Developable Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in that particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Developable Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

8.22 Within 1(one) month from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Real Estate Project, whichever is later or latest, or as may be prescribed by the applicable laws, the Real Estate Project shall be conveyed to the Real Estate Project Society/ies (as the case may be) vide a registered indenture of conveyance, provided however that the basements, podium and stilts (excluding the commercial premises therein) shall be retained by the Promoter and shall not be conveyed to such Real Estate Project Society/ies (“**Society Conveyance**”). The Real Estate Project 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 Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Real Estate Project Society/ies alone. Post the Society Conveyance, the Real Estate Project Society/ies shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

8.23 The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

9. **Formation of Apex Body :**

9.1 Within 3 (three) months from the date of issuance of full occupation certificate for the last of the 5 (five) buildings to be constructed on the Developable Land, the Promoter shall submit an application to the competent authorities to form and register an Apex Body in the form of a federation comprising the Real Estate Project Society/ies (both Commercial Society and the Residential Society) and Other Societies , under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**the Federation/Apex Body**”).

9.2 The Apex Body shall be known by such name as the Promoter may in its sole discretion decide for this purpose. The Allottee/s, the Society and the other members of the Apex Body shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Apex Body and return the same to the Promoter within 7 (seven) days from receipt thereof so as to enable the Promoter to register the Federation.

10. **Transfer of the Developable to the Apex Body:**

10.1 Within 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the Developable Land and in all areas, spaces, common areas, facilities and amenities in the Developable Land that are not already conveyed to the Real Estate Project Society/ies / Other Societies, in favour of the Apex Body (“**Apex Body Conveyance**”) in the following manner:

- (i) The Promoter shall convey, assign and transfer all its ownership right, title and interest in the Freehold Portion unto the Federation;
- (ii) The Promoter shall assign and transfer all its leasehold right, title and interest in the Leasehold Portion unto the Federation in accordance with the concerned lease agreements pertaining to such leases as shall be recited more particularly in the Federation Conveyance.

10.2 The Promoter reserves the right to execute multiple indentures of assignment in respect of each of the portions of the Developable Land instead of a single Apex Body Conveyance, as the Promoter deems fit and as is practicable for the purpose of assigning all its right, title and interest in the manner appearing hereinabove.

10.3 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Apex Body Conveyance, 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 Federation and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.

11. **Facility Manager/s / Utility Provider/s:**

11.1 The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with utility providers (“**Utility Providers**”) i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., (“**Utilities**”) for supplying of these utilities to the allottees in the Whole Project including inter-alia the Real Estate Project and the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agree/s to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with

any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

- 11.2 The Promoter shall have the right to undertake, upkeep and maintenance of the Real Estate Project and the Whole Project including for the Real Estate Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project including for the Whole Project Amenities (“Services”) in full or in part and such decision shall be final and binding upon the Allottee/s (“**Facility Manager/s**”). Tenure of Facility Manager/s shall be until the Promoter offers to hand over the management and maintenance of each of the 5 (five) said Buildings to the respective society to be formed for such building and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the Real Estate Project to the Society, the Society shall be entitled to undertake the management and maintenance of the Real Estate Project. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Whole Project including the Whole Project Amenities and the Allottee/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.
- 11.3 The Promoter shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Promoter shall also be entitled to designate any space in the Real Estate Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project.
- 11.4 Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Promoter has the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the commercial premises and the residential premises comprised in the Whole Project in the manner as may be determined by the Promoter. Such charges would be levied on the basis of the carpet area of the said Premises and the Allottee/s agrees that it/he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the

Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance and management of the Whole Project shall be borne and paid by the allottees of the residential premises and the commercial premises in the Whole Project, alone.

- 11.5 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Whole Project and the Whole Project Amenities.
- 11.6 Upon formation of the Society and handing over of the management of the operation and maintenance of the Real Estate Project to the Society, the Promoter shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society by executing necessary deeds and documents with the Society. The Promoter shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.
- 11.7 Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottees of the Whole Project.
- 11.8 The Promoter have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoter shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.
- 11.9 To ensure smooth hand over of the management and affairs to the Real Estate Project Society/ies, the Promoter shall be solely entitled to nominate any mobile application/ web based application (“**Facility Apps**”) which the Real Estate Project Society/ies shall be bound to use exclusively for a period of 5 years from the date of the handover of the management to the Commercial Society and the

Residential Society respectively. The Allottee/s further agree/s that the Allottee/s shall notify the Promoter of any structural defect/s only *via* such Facility App developed by the Promoter, the details of which shall be communicated to the allottees of the Whole Project at the address/es as specified in the **Second Schedule** hereunder written.

12. **Representations and Warranties of the Promoter:**

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

- 12.1 The Promoter has a clear and marketable title to develop the Real Estate Project; as declared in the said Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Real Estate Project and also has actual, physical and legal possession of the Developable Land for the implementation of the Real Estate Project.
- 12.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- 12.3 There are no encumbrances upon the Real Estate Project, or the Whole Project except those disclosed to Allottee/s in this Agreement and in the said Title Certificate and the **Annexure "C"** hereto.
- 12.4 There are no litigations pending before any Court of law with respect to the Developable Land or the Real Estate Project except those disclosed to the Allottee in this Agreement and in the said Title Certificate and the **Annexure "M"** hereto.
- 12.5 All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project.
- 12.6 The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 12.7 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 Real Estate Project other than the allottee/s in the Real Estate Project and the said Occupants, including the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement.

- 12.8 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.
- 12.9 At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Real Estate Project together with the common areas, facilities and amenities to the Society.
- 12.10 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.
- 12.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the Real Estate Project except those disclosed in the said Title Report .

13. Covenants of the Allottee/s:

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

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

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

- 13.3 To carry out at his 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 delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or the said 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.
- 13.4 Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- 13.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project and the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 13.6 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 Real Estate Project and the building in which the said Premises is situated or any portion of the Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.
- 13.7 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Premises is situated.

13.8 To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc.

13.9 The allottees of the Real Estate Project to bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities and the Residential Amenities.

13.10 Not to change the user of the said Premises without the prior written permission of the Promoter and the Society and the concerned authority.

13.11 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises, or dispose of or alienate otherwise howsoever, the said Premises and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fully paid up. In the event, the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and upon payment of applicable transfer / administrative fees to the Promoter not exceeding 2% (Two Percent) of the Proposed Sale Price. The "**Proposed Sale Price**" shall for the purposes of this Agreement mean proposed sale consideration offered by such proposed transferee to the Allottee/s for proposed sale / transfer/ assignment of the said Premises or the market value of the said Premises whichever is higher). On such transfer recorded / endorsed by the Promoter, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The new Allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in the **Third Schedule** hereunder written. However, if the Allottee/s, subject to receiving approval from the Promoter for the proposed transfer, fails to complete the same within a period of 3 (Three) months from the date on which the permission is granted, then the permission as accorded by the Promoter shall lapse and for any proposed transfer of the said Premises at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply.

13.12 The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned 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 building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

13.13 The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Real Estate Project or any part thereof to view and examine the state and condition thereof.

13.14 The Allottee/s hereby agrees that they have understood the layout of the Whole Project. The Allottee/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Promoter for the allottees of the Commercial Portion and the Residential Portion respectively, the vehicular movement and the pedestrian movement of the allottees of the Commercial Portion and the Residential Portion respectively and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.

13.15 The Allottee/s is aware that the lifts for use of the allottees of Commercial Portion and the Residential Portion are identified and he/she/they shall not raise any dispute in respect of the same in any nature whatsoever and shall always abide by the rules and regulations laid down by the Promoter in this regard.

13.16 The allottees of the Commercial Portion shall not be entitled to utilize (and / or shall have access to) any of the Real Estate Project Residential Amenities and / or any amenities comprised therein.

13.17 The allottees of the Commercial Portion shall not be entitled to utilize (and / or shall have access to) the Residential Portion and/or any part thereof for any reason whatsoever.

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

the other rights and remedies available to the Promoter under law, the Promoter shall be entitled to terminate this Agreement.

- 13.19 The said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the Commercial Premises / Residential Premises of the Whole Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoter shall provide the amenities in the said Premises as more particularly set out in the list annexed hereto and marked as **Annexure "L"**. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the Whole Project. Further, though the Promoter may have proposed to provide amenities and facilities as stated herein, the Promoter reserve the right to add, alter, amend, relocate or delete any or all of the proposed amenities comprised in the **Annexure "E"** and **Annexure "L"** hereto.
- 13.20 The Allottee/s shall duly abide by the rules relating to the entry/exit points for the allottees of the Real Estate Project respectively, the vehicular movement and the pedestrian movement of the allottees of the Real Estate Project respectively and shall always abide by the rules and regulations laid down by the Promoter /Society in this regard and modified from time to time.
- 13.21 The Allottee/s, along with any and all purchasers of the Real Estate Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs of the said Premises and the said Car Parking Spaces/s which may result into temporary and/or permanent changes and defects in the monolithic structure.
- 13.22 The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Premises and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory

authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.

- 13.23 Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the Real Estate Project. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.
- 13.24 Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the said Premises / the Real Estate Project.
- 13.25 To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and concerned authorities.
- 13.26 Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the 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.

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

13.28 The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their Premises, before obtaining the Occupation Certificate for the said Premises.

13.29 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / the Real Estate Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.

13.30 To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Promoter regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

13.31 Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises.

13.32 The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

13.33 The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. These areas should be kept open and should not be partly or wholly enclosed including installing

any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times.

- 13.34 The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the said Land.
- 13.35 The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- 13.36 The Allottee/s shall not do either by himself / herself / themselves / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.
- 13.37 The Allottee/s shall not park at any other place and shall park his/her car in the said Car Parking Space/s allocated to the Allottee/s and shall not park his/her car at any other place.
- 13.38 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises on a daily basis.
- 13.39 The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.
- 13.40 Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause, shall amount material breach, entitling the Promoter to terminate this Agreement, at the sole discretion of the Promoter.

14. **Nominee of the Allottee/s:**

The Allottee/s hereby nominates the persons as set out in the **Second Schedule** (“**said Nominee**”) as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The 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/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such 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. **Mortgages of the said Premises:**

The Allottee/s shall be entitled to avail housing loan from a bank and to mortgage the said Premises by way of security for repayment of the housing loan availed from such bank with the prior written consent of the Promoter. Provided however, the Promoter shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardize the Promoter’s right to receive full consideration and other charges and such mortgage in favour of such bank shall be subject to Promoter’s first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the bank advising the bank to make payment of the loan amount against the mortgage of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

16. **Representations and Warranties of the Allottee/s:**

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

- 16.1 The Allottee/s is/are not prohibited from purchasing the said Premises under any applicable law or otherwise;
- 16.2 The Allottee/s has/have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/or ordered to be wound up or dissolved, as the case may be;

- 16.3 No receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties;
- 16.4 None of The Allottee/s' assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;
- 16.5 No notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;
- 16.6 No execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
- 16.7 The Allottee/s has/have not compounded payment with his/her/their/its creditors;
- 16.8 The Allottee/s is/are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;
- 16.9 The Allottee/s is/are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement;
- 16.10 The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time; and
- 16.11 The Allottee/s hereby confirm/s that it/he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided.

17. It is agreed by and clarified to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign

Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

18. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Land and/or of the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the said Building is transferred to the Society and until the Developable Land is transferred to the Society as per this Agreement.

20. **Promoter shall not mortgage or create a charge:**

Once the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Premises and the said Car Parking Space/s 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 purchase the said Premises and the said Car Parking Space/s.

21. **Binding effect:**

21.1 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/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules hereto along with the payments due as stipulated hereunder to the Promoter within 30 (Thirty)

days from the date of receipt of this Agreement by the Allottee/s and secondly, the Allottee/s appear/s for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Promoter.

21.2 If the Allottee/s fail/s 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 of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, after deduction of the agreed amount therefrom, without any interest or compensation whatsoever.

22. **Entire Agreement:**

22.1 This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Reservation Form, Brochure, Expression of Interest (EoI), Letter of Acceptance, Allotment Letter, Correspondences, Arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

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

23. **Right to amend:**

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

24. **Provisions of this Agreement applicable to allottee /subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

25. **Severability:**

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

26. **Method of calculation of proportionate share wherever referred to in the Agreement:**

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

27. **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.

28. **Place of Execution:**

- 28.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.
- 28.2 The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.

29. **Communication and Notices:**

- 29.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified in the **Second Schedule**.
- 29.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.
- 29.3 In case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by it/him/her which shall for all intents and purposes be considered as properly served on all the joint Allottees.

30. **Stamp Duty and Registration:**

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Allottee/s.

31. **Dispute Resolution:**

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

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All those pieces and parcels of land in aggregate admeasuring 36,689.30 square meters (as per Property Register Cards) and admeasuring 37,565.53 square meters (as per Title Deeds) and bearing new Survey Nos. 66, 67, 68, 72, 241, 242, and 272, and corresponding to C.T.S. Nos. 611, 611/1, 611/2, 611/3, 611/4, 611/5, 611/6, 611/7, 611/8, 611/9, and 611/10, lying, being and situate at Village Kanjur, Taluka Mulund, District Mumbai, Suburban Mumbai – 400078, and bounded as follows:

On the East by : 13.4M wide proposed DP road
On the West by : LBS Marg
On the North by : LBS marg & 13.4 m wide road
On the South by : Club

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO

(Details of the said Premises)

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Premises being Unit No. _____ on the _____ floor of Tower 4 of the Real Estate Project forming part of the Residential Portion and having (i) carpet area (as per RERA) admeasuring approximately _____ square feet equivalent to _____ square meters; and (ii) additional carpet area (as per RERA) admeasuring _____ square feet equivalent to _____ square meters.
2.	Use of said Premises	Residential Use only / Commercial Use only <i>[as applicable]</i>

3.	The said Car Parking Space	____ (____) car parking space/s to be allotted in terms of this agreement which may be in the form of an open parking space, tandem parking, puzzle parking or in the form of stack parking or any other form of automated or mechanical and which may be located in the Basement level or the Ground level or the Podium levels (as the Promoter deems fit and at the sole discretion of the Promoter).
4.	The Sale Consideration	Rs. _____/- (Rupees _____)
5.	Name of the Account for payment of Sale Consideration	_____ Account No. _____ Bank _____ IFSC Code: _____
6.	Possession Date	31 st December, 2029.
7.	Name, address and email of the Allottee/s for the purposes of this Agreement	Name: _____ Address: _____ Email: _____ Name: _____ Address: _____ Email: _____
8.	Name, address and email of the Promoter for the purposes of this Agreement	Promoter: M/s Jahind Oil Mills Company Registered Address: 153, LB Shastri Marg, Bhandup (W), Mumbai-400078. Email: _____
9.	Permanent Account Number	Promoter PAN: AACFJ5169K Allottee/s PAN: _____
10.	Nominee of the Allottee/s	_____
11.	_____	_____
12.	_____	_____

THE THIRD SCHEDELE HEREINABOVE REFERRED TO

(Schedule of the Payment of the Sale Consideration)

Milestone	Percentage (%)	Cumulative Percentage %	Amount (In Rs.)
At the time of Reservation	9.90%	9.90%	[•]/-
Within 90 days from reservation subject to execution & registration of Agreement for Sale	10.10%	20.00%	[•]/-
On completion of Excavation of Tower	5.00%	25.00%	[•]/-
On completion of Basement	5.00%	30.00%	[•]/-
On completion of Plinth	5.00%	35.00%	[•]/-
On completion of 1st Podium	5.00%	40.00%	[•]/-
On completion of 3rd Podium	5.00%	45.00%	[•]/-
On completion of 2nd floor roof slab	3.00%	48.00%	[•]/-
On completion of 4th floor roof slab	3.00%	51.00%	[•]/-
On completion of 8th floor roof slab	3.00%	54.00%	[•]/-
On completion of 13th floor roof slab	3.00%	57.00%	[•]/-
On completion of 18th floor roof slab	3.00%	60.00%	[•]/-
On completion of 22nd floor roof slab	3.00%	63.00%	[•]/-
On completion of 27th floor roof slab	3.00%	66.00%	[•]/-
On completion of 32nd floor roof slab	2.00%	68.00%	[•]/-
On completion of TOP floor roof slab	2.00%	70.00%	[•]/-
Completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.	5.00%	80.00%	[•]/-
Completion of the staircases, lift wells, lobbies up to the floor level of the said Apartment.	5.00%	85.00%	[•]/-
Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the building or wing in which the said Apartment is located.	5.00%	75.00%	[•]/-
Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the building or wing in which the said Apartment is located.	10.00%	95.00%	[•]/-
At the time of offer for handing over of the possession of the said Apartment to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate.	5.00%	100.00%	[•]/-
Total	100.00%		

SIGNED AND DELIVERED by the within)
named 'the Promoter' i.e. M/S JAIHIND)
OILS MILLS COMPANY through hands of)
its Director/Authorized Signatory Mr.)

duly authorised)
vide Resolution passed at the meeting of the)
Board of Director of the Company held on)

in the presence of...)

1.

2.

SIGNED AND DELIVERED BY THE)
within named **Allottee/s**)

through its Authorised Signatory/Partner)
Mr./Mrs. _____)

in the presence of ...)

1.

2.

RECEIPT

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

WE SAY RECEIVED
For, M/S JAIHIND OILS MILLS COMPANY

(_____)

Authorized Signatory

Witnesses:

1.

2.

Housiey.com