

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this the [●] day of [●], 2024 ("**Agreement**").

BY AND BETWEEN

SHETH SMARTHOMES LLP, a limited liability partnership firm, duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered address at *S/7-4, Pinnacle Business Park, Mahakali Caves Road, Next to Ahura Center, Andheri (East), Mumbai – 400 093*, 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 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said LLP, their present partner/s, their partners from time to time and their survivors and the heirs, executors, administrators and assigns of such last surviving partner) of the **ONE PART**;

AND

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

WHEREAS:

- A)** The Maharashtra Housing and Area Development Authority ("***MHADA***") is the owner of and is absolutely well and sufficiently entitled to a larger layout totally admeasuring 25,442.40 square meters or thereabouts corresponding to CTS No. 458, Village Kurla Part-3, Taluka Kurla, District Mumbai Suburban lying and being at Sion Trombay Road, Chunabhatti (East), Mumbai – 400 022 ("***MHADA Layout***");
- B)** Under the Middle Income Group Housing Scheme, MHADA constructed the Building Nos. 1, 2, & 3 each comprising of ground + 4 (four) upper floors and 30 (thirty) residential tenements respectively (*for the purpose of this Agreement, the Building Nos. 1, 2 and 3 shall be individually referred to as Building No. 1, Building No. 2 and Building No. 3 and collectively referred to as **Building Nos.***

<Promoter>

<Allottee/s>

1 to 3), and totally consisting of 90 (ninety) tenements on a portion of the MHADA Layout admeasuring 3510.05 square meters, bearing CTS Nos. 458(part), situated, lying and being at Village Kurla, Taluka Kurla, Sion-Trombay Road, Chunabhatti (East), Mumbai – 400 022 (**“Portion Of MHADA Layout”**) and allotted and sold the aforesaid 90 tenements to the allottees;

- C) Thereafter, in the year 1972, the allottees of the Building Nos. 1 to 3 formed the Society viz. Om Trimurti Co-operative Housing Society Limited. registered under the provisions of Maharashtra Co-operative Societies Act, 1960, and bearing registration no. BOM/HSG-3626 of 1972 (**“Society”**) and accordingly Certificate of Registration dated July, 1972 was issued by the Deputy Registrar, Co-operative Societies, Mumbai, in favour of the Society;
- D) By and under an Indenture of Lease dated 07th August, 1998, and registered with the office of Joint Sub-Registrar-IV Bombay (Bandra) under serial No. PBDR-3-1201 of 1998, executed by and between MHADA, therein referred to as ‘the Lessor’ of the One Part and the Society, therein referred to as ‘the Lessee’ of the Other Part (**“Lease Deed”**), the Lessor therein granted a lease of Portion Of MHADA Layout, unto and in favour of the Lessee therein, for a term of 99 (ninety-nine) years commencing from 14th June, 1971, for such consideration and on the covenants and terms and conditions more particularly contained therein;
- E) Simultaneously with the execution of the Lease Deed, by and under the Deed of Sale dated 07th August, 1998, and registered with the office of Joint Sub-Registrar-IV Bombay (Bandra) under serial No. PBDR-3-1203 of 1998, executed by and between MHADA therein referred to as ‘the Vendor’ of the One Part and the Society therein referred to as ‘the Purchaser’ of the Other Part (**“Sale Deed”**), the Vendor therein conveyed, granted and assured by way of sale, the tenements in the said Building Nos.1 to 3 standing on the Portion Of MHADA Layout unto and in favour of the Society, at or for a consideration and on the terms and conditions as more particularly contained therein;
- F) By and under Development Agreement dated 18th November, 1999 and registered with the Sub-Registrar of Assurances under registration No. BBJ-7730 of 1999 executed by and between the Society therein referred to as ‘Society’ of the One Part and Messrs. Unique Enterprises(**“Unique”**) therein referred to as the ‘Developer’ of the Other Part (**“Unique DA”**), wherein the Society granted development rights unto and in favour of the Developer for the purposes of addition and alteration of the then existing said Buildings Nos. 1 to 3 and construction of one Om Trimurti Towers/Building No. 4A comprising of ground + 8 (eight) upper floor and comprising and consisting of total 51 (fifty-one) out of which 49 (forty-nine) residential units and 2 (two) commercial units (**“Building No. 4A”**) on a portion of CTS no. 458(part) (**“Building No. 4A Portion”**) at or for a consideration and on the terms and conditions contained therein;
- G) By virtue of the development rights granted to Unique, Unique allotted and sold the aforesaid 51 (fifty-one) tenements in the Building No. 4A to the allottees; (the members of Building Nos. 1 to 3 and Building No. 4A shall hereinafter be collectively referred to as **“Society Existing Members”**)

<Promoter>

<Allottee/s>

- H) By virtue of Order dated 24th November, 2000, bearing reference No. CTS/Kurla/Kurla Part-3/2000, issued by the City Survey Officer, the MHADA Layout admeasuring CTS No. 458 admeasuring 25,442.40 square meters was subdivided *inter alia* into CTS No. 458/A admeasuring 6705.50 square meters;
- I) In furtherance to the said sub-division of the CTS No. 458, the Portion Of MHADA Layout and the Building No. 4A Portion altogether comprise of CTS No. 458/A admeasuring 6705.50 square meters (as per property register card) ("**Plot Occupied by Society**");
- J) Pursuant to the construction of the Building No. 4A, by consent letter no. CO/MB/ARCH/NOC/F-247/5649/2003 dated 24th December 2003 MHADA granted its consent to Municipal Corporation of Greater Mumbai (MCGM) to issue full O.C to Building No. 1 to 3 and Building No. 4A (Unless referred to as individually, the Building No. 1 to 3 and Building No. 4A shall jointly be referred to as "**Existing Buildings**");
- K) The Existing Buildings have deteriorated and requires major structural repairs involving huge expenditure;
- L) In the General Body Meeting of the Society held on 24th October, 2021, chaired by Mr. Kulkarni, the representative of Deputy Registrar of Co-op. Societies in compliance with the guidelines issued by the Government of Maharashtra under Section 79A of the Maharashtra Co-operative Societies, Act, 1960, the Society and its members unanimously appointed Sheth Smarthomes Private Limited ("**Company**") (now known as the Promoter) to redevelop the Plot Occupied by Society;
- M) The Society Existing Members vide their respective consent letters have appointed and declared Sheth Smarthomes Private Limited (now the Promoter) as the developer to carry out the re-development of the Plot Occupied by Society;
- N) By and under the Re-Development Agreement dated 10th October, 2022 registered with the Sub-Registrar of Assurances at Kurla No. 3 under registration No.KRL-3/17918 of 2022 executed between the Society, therein referred to as 'Society' of the One Part and the Company therein referred to as the 'Developer' of the Other Part ("**Re-Development Agreement**"), the Society granted development rights with respect to *inter-alia* Plot Occupied by Society viz. CTS No. 458/A alongwith structures standing thereon for an area admeasuring 6705.28 square metres situate at Village Kurla Part-3, Taluka Kurla, District Mumbai Suburban lying and being at Sion Trombay Road, Chunabhatti (East), Mumbai – 400 022, unto and in favour of the Company, at or for a consideration and on the terms and conditions contained therein;
- O) By and under a Power of Attorney dated 10th October, 2022 and registered with the office of Sub-Registrar of Assurances under serial no. KRL-3-17922 of 2022, the Society appointed the Company as its constituted attorney to do all acts, deeds, matters and things in respect of the said Property as more particularly set out therein;

<Promoter>

<Allottee/s>

- P) Vide Offer Letter dated 24th March, 2023 bearing reference no. CO/MB/REE/NOC/F-1444/856/2023 ("**Offer Letter**") issued by MHADA in respect of the Plot Occupied by Society, permitting redevelopment of the same to be undertaken under regulation 33(5) of Development Control and Promotion Regulations, 2034 by allotment of additional 23,355.39 square metres built up area on land admeasuring 6,705.26 square metres [i.e. 3,510.50 square metres as per Lease Deed + 2,120.70 square metres Tit Bit + 1,074.06 square metres RG area (without FSI)] and that the total built up area permitted is 32,544.60 square metres and the Society was further permitted to make payment of premium in four instalment, as regards the redevelopment in the manner contained therein;
- Q) Thereafter the Company viz. Sheth Smarthomes Pvt. Ltd. got itself converted into a limited liability partnership firm in the name and style of "Sheth Smarthomes LLP" viz. the Promoter herein and a certificate of registration on conversion dated 17th May, 2023 issued by the Ministry of Corporate Affairs with respect to the same;
- R) Accordingly, vide resolution passed in the general body meeting of the said Society held on 30th September, 2023, the Society confirmed and accepted to the aforesaid conversion of Sheth Smarthomes Private Limited to Sheth Smarthomes LLP viz. the Promoter herein and also recorded that the Promoter is appointed as the developer to redevelop the Plot Occupied by Society;
- S) Vide Offer Letter dated 20th September, 2023 bearing reference no. CO/MB/REE/NOC/F-1444/2468/2023 ("**Supplemental Offer Letter**") issued by MHADA *inter alia* confirming the proposal of the Society for allotment of 327.35 square metres (Residential use) Tit Bit plot without FSI on the terms and conditions mentioned therein;
- T) Vide Letter dated 03rd November, 2023 bearing reference no. CO/MB/REE/NOC/F-1444/2826/2023 issued by MHADA to the Executive Engineer, Building Permission Cell ("**MHADA NOC**"), MHADA granted its no objection for undertaking construction as per the proposal of the said Society as regards Existing Buildings standing on CTS No. 458 (Plot Occupied by Society) residential and commercial purpose, on the terms and conditions contained therein;
- U) MHADA NOC erroneously records CTS No. 458 though CTS No. 458 has been sub-divided into CTS Nos. 458/A to 458/D. The Society has addressed an Application dated 09th April, 2024 to the Resident Executive Engineer, Mumbai Housing and Area Development Board, *inter alia* requesting for rectifying the CTS No. recorded on the aforesaid Offer Letter, Supplemental Offer Letter and MHADA NOC from CTS No. 458 to CTS No. 458/A;
- V) The MHADA NOC further records that the said Society has paid full premium amount towards allotment of 327.35 square of tit bit land without FSI as described in the Supplemental Offer Letter and 746.71 square metres recreational ground relocation charges and thus allotment has been issued for the area as more particularly mentioned therein;

<Promoter>

<Allottee/s>

- W) Under the aforesaid circumstances, the Promoter is well and sufficiently entitled to undertake the construction and redevelopment of all that piece and parcel of land totally admeasuring 6705.26 square meters (plot area as identified by MHADA in MHADA NOC) or thereabouts situate at Village Kurla Part-3, Taluka Kurla, District Mumbai Suburban lying and being at Sion-Trombay Road, Chunabhatti (East), Mumbai – 400 022 (“**Larger Property**”) which Larger Property is shown in red colour boundary line on the copy of the layout plan (not to scale) annexed and marked as ANNEXURE ‘1’ hereto and is more particularly described in Part-A of the FIRST SCHEDULE, in accordance with the terms and conditions of the Redevelopment Agreement and grant of development rights thereunder and the MHADA NOC;
- X) As per MHADA NOC, a portion of the Larger Property admeasuring 746.71 square metres shown in green colour hatched line on the copy of the layout plan (not to scale) annexed and marked as Annexure ‘1’ hereto and is more particularly described in Part-B of the FIRST SCHEDULE, is reserved for physical recreational ground and the same will have to be relocated on a portion of the Larger Property with proper access from the existing 18.30 meters D.P Road (“**R.G. Portion**”);
- Y) Accordingly the Promoter proposes to develop on the balance portion of the Larger Property admeasuring 5958.55 square metres, which is more particularly described in the Part-C of the FIRST SCHEDULE hereunder written and shown in blue colour hatched lines on the copy of the layout plan (not to scale) annexed and marked as Annexure ‘1’ hereto (“**Property**”), by constructing thereon a building consisting of Wing ‘A’ to ‘G’ which comprise of common 3 level basement + part stilt and part commercial units at ground level + part podium parking and part residential on the 01st (first) and 02nd floor + part recreational space and part residential on the 03rd floor + 04th to upto 23rd (twenty-third) upper floors and common parking tower attached to Wing ‘D’ (“**New Building**”) which shall consists of such apartment/s as are more particularly mentioned hereunder. A copy of the Property Register Card of the said Larger Property is annexed hereto as ANNEXURE ‘2’;
- Z) The details pertaining to the title/rights/ entitlement of the Promoter to the said Larger Property and/or Property is detailed in the Legal Title Report dated 18th April, 2024 (“**Legal Title Report**”) issued by Dhaval Vussonji & Associates Advocates & Solicitors. A copy of the said Legal Title Report confirming the title of the Promoter to develop the said Larger Property and/or Property is annexed hereto as ANNEXURE ‘3’;
- AA) The development of the New Building comprising of the Sale Premises is proposed as a real estate project by the Promoter and has been registered as a real estate project more particularly mentioned in the SECOND SCHEDULE (“**Project**”) as prescribed under Real Estate (Regulation and Redevelopment) Act, 2016 (“**RERA**”) and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”), under registration no. [●]. A copy of the certificate of registration of the Project is annexed hereto and marked as ANNEXURE ‘4’;

<Promoter>

<Allottee/s>

- BB)** MHADA has issued the following permissions and approvals in respect of the Larger Property be:
- (a)** Intimation of Approval (“IOA”) bearing No. MH/EE/(B.P.)/GM/MHADA-23/1371/2023 dated 15th December, 2023 in respect of the New Building and the same is/shall be amended/revise from time to time. A copy of IOA is annexed and marked as ANNEXURE ‘5’ hereto; and
 - (b)** Commencement Certificate (“CC”) bearing No. MH/EE/(B.P.)/GM/MHADA-23/1371/2024/CC/1/New dated 28th March, 2024 and the same is/shall be revalidated from time to time. A copy of the CC is annexed and marked as ANNEXURE ‘6’ hereto;
- CC)** The Promoter contemplates and it is hereby expressly clarified, declares and brought to the notice of the Allottee/s, that in the development and construction of the Larger Property, said Property and the New Building, the Promoter may be entitled to utilize on the said Property the inherent Floor Space Index (“FSI”) of the Larger Property as per DCPR, Fungible FSI, Additional FSI in the form of Transfer of Development Rights (“TDR”) or FSI available on payment of premiums or based on expectation of increased FSI which may be available in the future on modification to DCPR or under applicable law or FSI in any other form as the Promoter may be entitled to avail and utilize under applicable laws, subject to the Promoters right for further amend/ revise the same (as may be permissible and approved by MHADA), in accordance with applicable laws;
- DD)** It is hereby expressly declared and clarified by the Promoter to the Allottee/s there is a likelihood that such FSI and development potential as mentioned herein above may be utilized for construction of one or more additional floors to the said New Building/ wings thereon and/or for putting up additional construction, as per applicable laws and such amendments/ revisions to the approved plans of the New Building shall be subject to obtaining necessary sanctions and approvals from MHADA and/or competent authorities;
- EE)** The principal and material aspects of the development of the said Larger Property/ Property/Project as declared and disclosed by the Promoter to the Allottee/s are briefly as below:-
- (i)** The Promoter proposes to construct the said New Building comprising of 7 Wings “A” to “G” on the said Property by utilizing the FSI of 43935.21 (Forty Three Nine Thirty Five point Two One) square metres (approximately);
 - (ii)** The Promoter has presently obtained sanction from MHADA for construction of said New Building consisting of Wing ‘A’ to ‘G’ which comprise of common 3 level basement + part stilt and part commercial units at ground level + part podium parking and part residential on the 01st (first) and 02nd floor + part recreational space and part residential on the 03rd floor + 04th to upto 23rd (twenty-third) upper floors and common parking tower attached to Wing ‘D’ and which New Building is to be jointly occupied by the Society Existing Members, Residential Sale Component allottee/s and Commercial Sale Component;

<Promoter>

<Allottee/s>

- (iii) The Promoter, subject to obtaining requisite permissions and approvals from the competent authority/ies, proposes to construct such number of extra upper floors in some or all of the Wings 'A' to 'G';
- (iv) The New Buildings as per presently approved plans consists of Wing "A" comprising of common 03 level basements (connecting all Wings 'A' to 'G') + part commercial and part stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 3rd floor part residential and part recreational space + 04th to 23rd upper floors, Wing "B" comprising of common 03 level basements (common for all Wings 'A' to 'G') + part commercial and part stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 03rd floor part residential and part recreational space + 04th to 23rd upper floors, Wing "C" comprising of common 3 level basements (connecting all Wings 'A' to 'G') + stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 03rd floor part residential and part recreational space + 04th to 23rd upper floors, Wing "D" comprising of common 3 level basements (connecting all Wings 'A' to 'G') + stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 03rd floor part residential and part recreational space + 04th to 23rd upper floors + common automated mechanized car parking tower (common for all Wings 'A' to 'G'), Wing "E" comprising of common 3 level basements (connecting all Wings 'A' to 'G') + stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 03rd floor part residential and part recreational space + 04th to 23rd upper floors, Wing "F" comprising of common 03 level basements (common for all Wings 'A' to 'G') + part commercial and part stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 03rd floor part residential and part recreational space + 04th to 23rd upper floors and Wing "G" comprising of common 03 level basements (common for all Wings 'A' to 'G') + part commercial and part stilt at common ground level (connecting all Wings 'A' to 'G') + 01st and 02nd part residential and part podium parking + 3rd floor part residential and part recreational space + 04th to 23rd upper floors.
- (v) In accordance with the terms of the Redevelopment Agreement and the MHADA NOC and various approvals and permissions obtained by the Promoter with respect to the development and construction of the Larger Property, the Property and the New Building, the Promoter proposes to provide from part 01st, part 02nd, part 03rd, 04th to 23rd upper floors in the New Building total 144 (one hundred and forty four) residential tenements the Society Existing Members who were occupying residential tenement is the Existing Buildings, alongwith such number of car parking spaces as are more particularly stated in the Redevelopment Agreement ("**Residential Existing Members**") and on part ground floor of Wing 'B', 1 (one) commercial unit/ shop to the Society Existing Members who were occupying commercial/units shops in the Existing Buildings alongwith such number of car parking spaces as are more particularly stated in the Redevelopment Agreement ("**Commercial**");

<Promoter>

<Allottee/s>

Existing Members”). The tenements and car parking spaces reserved for the Residential Existing Members and Commercial Existing Members as per the Redevelopment Agreement shall be jointly referred to as **“Existing Members Premises”**. In addition of the Existing Members Premises, the Promoter also proposes to provide from part 01st, part 02nd, part 03rd, 04th to 23rd upper floors in the New Building 369 (three hundred and sixty nine) residential units (**“Residential Sale Component”**) and on part ground floor of Wings ‘A’, ‘B’, ‘F’ and ‘G’, 22 (twenty-two) commercial units/ shops (**“Commercial Sale Component”**), being the sale component which the Promoter is solely and exclusively entitled to sell and/or allot to the prospective allottee/s, including the Allottee/s herein and such number of car parking spaces which the Promoter is solely and exclusively entitled to allot **“Sale Car Parking Spaces”**, on ownership basis respectively. The Residential Sale Component and the Commercial Sale Component and Sale Car Parking Spaces shall be jointly referred to as **“Sale Premises”** which shall be approved, amended, modified, revised, varied, changed from time to time in accordance with the applicable laws as per the discretion of the Promoter;

- (vi) the common areas, facilities and amenities in the Project which shall be usable jointly by all the Society Existing Members and the allottee/s of the Residential Sale Component and the Commercial Sale Component are more particularly mentioned in the Part-I of the Fourth Schedule hereunder written and shall be completed/ delivered with the completion of the Project;
- (vii) the terrace level of all the Wings ‘A’ to ‘G’ shall be above the topmost upper floor (over and above the last habitable floor), as sanctioned and will comprise of services/ infrastructural/ recreational facilities;
- (viii) The Allottee/s is/are aware and has been informed and disclosed hereunder that layout of the Larger Property including the right of way / access, prepared by the Promoter is a tentative layout, showing inter-alia the different portions presently envisaged to be developed by the Promoter is likely to be changed or revised as per the requirements of the Promoter and/or MHADA and/or Municipal Corporation of Greater Mumbai (**“MCGM”**) and/or other statutory authorities. The Promoter reserves their right to alter the layout design, elevation / make variations in the layout with such modifications thereto etc. as the Promoter may from time to time determine/ or as may be required, by following due process of law;
- (ix) The Promoter is entitled to develop the Larger Property by consuming maximum FSI as more particularly set out in this Agreement and by constructing building/s thereon as mentioned in this Agreement;
- (x) The construction and development of the New Building is presently sanctioned in the manner stated in the IOD and CC, which can be amended, modified, revised, varied, changed, revalidated from time to time by the Promoter;
- (xi) The said New Building is proposed to comprise of apartments, flat/s, premises, units and areas that will consist of the Existing Members Premises and the Sale Premises;

<Promoter>

<Allottee/s>

- (xii) Prior to the commencement of the redevelopment of the said Larger Property by the Promoter, there existed a religious structure (temple) on a portion of the said Larger Property. The said religious structure shall continue to be a part of the Larger Property and shall be re-located and constructed on such portion of the Larger Property as per the sole discretion of the Promoter;
 - (xiii) The Promoter has disclosed to the Allottee/s that the R.G. Portion shall have a direct access from the existing 18.30 meters D.P. Road falling on the east side of the Larger Property and also from the Property and that as per the MHADA NOC, the Society shall allow all the residents of the MHADA Layout to use the R.G. Portion and accordingly keep a notice board for the information of all people;
 - (xiv) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the New Building and on the façade, terrace, compound wall or other part of the New Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
 - (xv) The Promoter shall be entitled to designate any spaces/areas on the said Property, including on the terrace levels, basement levels, ground level, of the New Building, to third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of the Residential Sale Component, Commercial Sale Component and Society Existing Members in the New Building. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base substations, towers etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
- FF)** The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, Kishore R. Lotlikar, Architect and Interior Designer, registered with the Council of Architects and have also appointed Whitby Wood Pritamdasani Consulting Engineers Pvt. Ltd. as Structural Engineer for preparing structural design and drawings and specifications of the New Building. The Allottee/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the New Building unless otherwise changed by the Promoter;
- GG)** The Promoter has commenced with development and construction of the Larger Property, the Property and the New Building and is carrying on and will carry on the work of development and construction of the Larger Property, the Property and the New Building in accordance with the presently sanctioned building plans with such variations and amendments as proposed/ disclosed by the Promoter under this Agreement and/or as required by the sanctioning/ competent authority/ies and in accordance with the plans, as may be further amended/ revised/modified and sanctioned by MHADA, from time to time in accordance

<Promoter>

<Allottee/s>

with the applicable laws;

- HH)** The said Project is being developed in accordance with the provisions of the Development Control and Promotion Regulations for Greater Mumbai, 2034 as amended, modified from time to time (“**DCPR**”) and applicable laws. The Allottee/s hereby confirms and acknowledge/s the same and also confirms and acknowledges the development of the Larger Property including the said Property, New Building and Project (defined herein) as envisaged by the Promoter and as it may deem fit;
- II)** The Promoter is entitled to develop inter-alia the said Property and construct the said New Building and other structures thereon including the said Project and sell the Sale Premises in the said Project and is also entitled to receive the sale consideration in respect thereof;
- JJ)** Details of the litigation inter-alia with respect to the said Property are set out in the **ANNEXURE ‘7’** hereto. (“**the said Litigations**”);
- KK)** The Allottee/s has/have demanded inspection from the Promoter and the Promoter have given inspection to the Allottee/s of all documents of title relating *inter-alia* to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter’s Architects, the Title Certificate, Litigations, revenue records and all other documents as specified under RERA and RERA Rules, as amended up to date and the Allottee/s is/are fully satisfied with the title of the Promoter in respect of the said Larger Property and the Property and the Promoter’s right to allot/sell various flat/ premises/ apartment/s in the said Project and Sale Premises to be constructed on the said Property and Allottee/s has/have agreed not to raise any requisitions on or objections to the same;
- LL)** The Allottee/s after having investigated title of said Larger Property and after inspecting all the deeds and documents, approvals, sanctions, orders issued by competent authorities and/or judicial/ quasi-judicial bodies with respect to the development of the Larger Property and the construction of the Project/New Building by the Promoter and such other documents as are specified under RERA and RERA Rules, is fully satisfied of right and entitlement of the Promoter to develop the Larger Property and construct the New Building/Project thereon, and has/have accordingly approached the Promoter and expressed to the Promoter his/her/their desire to allot to him/her/them an apartment in the Project having carpet area as defined under RERA and REAR Rules, the same being subject to the terms of Clause No. 2.7 mentioned hereinbelow and all other terms mentioned under this Agreement; and is shown in red colour hatched lines on the tentative floor plan (not to scale) annexed and marked as **ANNEXURE ‘8’** hereto (“**Unit**”). The Unit also comprises of **(i)** Balcony Area -1 (if applicable), hatched marked in [●] colour on typical floor plan (not to scale) annexed at *Annexure ‘8’* and shall mean open balcony/ open deck area, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Allottee/s and is subject to the terms of Clause No. 2.7 mentioned hereinbelow and all other terms mentioned under this Agreement (“**Balcony Area-1**”), **(ii)** Balcony Area -2 (if applicable), hatched marked in [●] colour on typical floor plan (not to scale) annexed at

<Promoter>

<Allottee/s>

Annexure '8' and shall mean open balcony/ open deck area, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Allottee/s and is subject to the terms of Clause No. 2.7 mentioned hereinbelow and all other terms mentioned under this Agreement ("**Balcony Area-2**") and (iii) Balcony Area-3 (if applicable), hatched marked in [●] colour on typical floor plan (not to scale) annexed at Annexure '8' and shall mean dry utility area which is attached to the said Unit and accessible only from the said Unit and is subject to the terms of Clause No. 2.7 mentioned hereinbelow and all other terms mentioned under this Agreement ("**Balcony Area-3**");

The Unit, Balcony Area-1 (if applicable), Balcony Area-2 (if applicable) and Balcony Area-3 (if applicable) are more particularly described in the **SECOND SCHEDULE** hereunder written.

Unless referred to as individually, the Unit, Balcony Area-1(if applicable), Balcony Area-2(if applicable) and Balcony Area-3(if applicable) are collectively hereinafter referred to as the said "**Premises**";

- MM)** In accordance with and subject to the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties hereto, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase from the Promoter the said Premises at and for the consideration as more particularly mentioned in this Agreement, payable by the Allottee/s to the Promoter in the manner set out hereunder.
- NN)** The Parties relying upon the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- OO)** Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908;
- PP)** The list of Annexures attached to this Agreement are as follows:

ANNEXURE "1"	Copy of layout plan showing Larger Property, Property and R.G. Portion
ANNEXURE "2"	Copy of Property Register Card
ANNEXURE "3"	Copy of Legal Title Report
ANNEXURE "4"	Copy of RERA Project registration certificate
ANNEXURE "5"	Copy of IOA
ANNEXURE "6"	Copy of CC
ANNEXURE "7"	Litigations
ANNEXURE "8"	Copy of typical floor plan showing Premises

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

<Promoter>

<Allottee/s>

1. The Recitals as mentioned hereinabove shall form an integral part of the operative part of this Agreement as if the same are set out herein verbatim.

1.1. As stated above, the Promoter shall construct and develop the New Building on the said Property in accordance with the plans, designs and specifications as stated in this Agreement and as approved by the statutory/ competent authorities from time to time. The headings given hereinbelow are only for the purposes of convenience and are not intended in derogation of RERA.

Provided that the Promoter shall have to obtain prior written consent of the Allottee/s in respect of any variation or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by the authority/ies and/or due to any change in law and/or any change as contemplated by any of the disclosures already made to the Allottee/s

2. **PURCHASE OF THE PREMISES:**

2.1 The Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agree/s to sell to the Allottee/s, the said Premises shown on the typical floor plan and marked as Annexure '8' hereto, at and for the Sale Price as mentioned in the **SECOND SCHEDULE** hereunder written (“**the Sale Price**”);

2.2 The Allottee/s hereby agree/s to pay to the Promoter the Sale Price in the manner and installments more particularly mentioned in the **THIRD SCHEDULE** hereunder written. Out of the total Sale Price, the Allottee/s has/have paid on/before execution of this Agreement, part payment of the Sale Price as more particularly set out in the Second Schedule herein (payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee/s hereby further agree and confirm to pay the balance amount of the Sale Price as is more particularly mentioned in the Third Schedule herein. It is agreed between the Parties hereto that a written notice forwarded by the Promoter to the Allottee/s stating that a particular stage of construction has been completed, shall be sufficient proof for the purpose of making payment of the installments of the Sale Price;

2.3 The Allottee/s shall deduct tax at source (“**TDS**”) from each installment of the Sale Price as required under the Income-tax Act, 1961 and shall cause TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. It is clarified that the deduction made in the amount paid by the Allottee/s to the Promoter as per the terms of this Agreement on account of TDS shall be acknowledged by the Promoter only upon the Allottee/s submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income tax department site. Provided further that if at the time of taking possession of the said Premises, if any such certificate is not produced, the Allottee/s shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate with [●] ([●]) days from the Allottee/s taking possession of the said Premises. Provided further that in case the Allottee/s fails to produce such certificate with the stipulated period as mentioned in this clause, the Promoter shall be entitled to appropriate the said deposit unto itself as and by of receivables from the

<Promoter>

<Allottee/s>

Allottee/s;

- 2.4 The Allottee/s is/are aware that the time to make the payment of installments and Goods and Services Tax (“GST”) and all other applicable taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the installment together with GST and/or any other applicable tax, then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the rate specified under the applicable laws per annum to the Promoter on all delayed payments from the due date till the date of realization thereof;
- 2.5 The Sale Price excludes, the applicable taxes, GST and all levies, duties and cesses or any other taxes which may be levied, in connection with the construction of and carrying out the New Building and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof;
- 2.6 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of construction/ 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. In the event of any such escalation as mentioned herein, the Promoter shall intimate the Allottee/s in that behalf alongwith documentary evidence issued by the competent authority / Local Bodies / Government to that effect along with the demand letter being issued to the Allottee/s;
- 2.7 The Promoter shall confirm the final carpet area of the said Premises as mentioned in the Second Schedule that has been allotted to the Allottee/s after the construction of the New Building is complete and occupancy certificate is granted by MHADA, by furnishing the details of the changes, if any, in the carpet area (as mentioned in Second Schedule), subject to a variation cap of 3% (three percent) . The total Sale Price payable on the basis of the carpet area of the said Premises as mentioned in Second Schedule, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area (as mentioned in Second Schedule) within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s (as mentioned in Second Schedule), the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s as per the next milestone of the payment schedule (as mentioned in Third Schedule). All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.1 herein and Second Schedule;
- 2.8 It is further clarified that the estimated input tax credit of Goods and Services Tax (“GST”) (on pro rata basis) is already adjusted and appropriated in the

<Promoter>

<Allottee/s>

determination of the Sale Price as agreed herein. It is mutually agreed between the Parties that Allottee/s will not claim any additional amount for input tax credit in future even if there is variation in the estimates versus actuals;

- 2.9 The Promoter may allow, in its discretion a rebate for early payments of the installments of the Sale Price payable by the Allottee/s by discounting such early payments at the Interest Rate per annum for the period by which the respective installment of the Sale Price has been preponed. Such rebate shall be provided to the Allottee/s only if agreed by the Promoter in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter;

The term “**Interest Rates**” wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in the RERA Rules viz. *“The rate of interest payable by the promoters to the allottees or by the allottees to the promoters, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public”*.

- 2.10 It is clarified that the amount/quantum of the Sale Price as mentioned in Second Schedule is arrived at and agreed upon between the Parties after considering the rebate for early installments (and milestones) for payment of the Sale Price as set out in Third Schedule hereto; and accordingly, the installments (and milestones) for payment of the Sale Price, as set in Third Schedule hereto have been mutually agreed upon at after considering and negotiating the quantum of the Sale Price, as arrived at and recorded herein. The Allottee/s shall not by virtue of making timely payment of the installments of the Sale Price (as per Third Schedule hereto) seek to claim or be entitled to claim any rebate or discount on the Sale Price;
- 2.11 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the **SECOND SCHEDULE** hereunder written, unless contrary written instructions are issued by the Promoter to the Allottee/s requesting the Allottee/s to deposit such amount in any other bank account. Any payment made into favour of any other account other than the designated account as prescribed by RERA and RERA Rules and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment under this Agreement and shall be construed as a breach on the part of the Allottee/s;
- 2.12 If Allottee/s is the resident outside India or having Non-Resident Indian (“NRI”) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (“FEMA”), Reserve Bank of India (“RBI”) Act and Rules/Guidelines made/ issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Allottee/s shall also furnish the required declaration to the Promoter in the

<Promoter>

<Allottee/s>

prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards Sale Price will be refunded by Promoter as per rules without any interest and the allotment cancelled forthwith and Promoter will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (“PIO”), if any, shall, however, be made in Indian Rupees only and Allottee/s alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting the interest on any overdue installments, brokerage/referral fees, administrative charges as determined by the Promoter. In case there is a shortfall in the amount received from the Allottee/s while remitting any amounts online on account of currency difference or fluctuation, the Allottee/s shall make good the shortfall payment by the due date as informed by the Promoter failing which Allottee/s shall be deemed to have breached the terms of this Agreement and the Promoter shall be entitled to terminate this Agreement on the terms and conditions as specified herein.

- 2.13 In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Allottee/s.
- 2.14 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default as contemplated hereunder and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. [●]/- (Rupees [●] only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. [●]/- (Rupees [●] only) in addition to the rate of interest at Interest Rate for delayed payment of the installment due. Pursuant to the second instance of dishonour, the Promoter shall not accept any further cheque payment from the Allottee/s towards the monies payable by the Allottee/s to the Promoter under this Agreement and all further payments shall be made by the Allottee/s through any mode of payment as mentioned in Clause [●] (save and except cheque);
- 2.15 Subject to terms and conditions of these presents and without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise), the Allottee/s has/have permitted the Promoter to raise construction loan, project finance loan, loan against its entitlement on the said Property and / or other constructed apartment/s in the said Project, New Building, by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non-Banking Financial Corporation (“**Financial Institutions**”) and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise;

3. **DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER:**

The Allottee/s agree/s, declare/s and confirm/s that: -

<Promoter>

<Allottee/s>

- 3.1 The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter, including but not limited to all the approvals and permissions issued in favour of the Promoter with respect to the said Larger Property and the entitlement of the Promoter to develop the said Property and construct the New Building and Project thereon. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto;
- 3.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Project, the said Property, the New Building, the layout of the Larger Property, N.O.C, IOA, CC, building plans, approved layout plan, floor plans, designs and specifications, Limited Areas and Facilities, common areas and facilities (which shall also be used/accessed by the Society Existing Members, Residential Sale Component allottee/s and Commercial Sale Component allottee/s. The Promoter has clearly demarcated (a) the common areas, amenities and facilities that are proposed to be used in common by the Society Existing Members, Residential Sale Component allottee/s and Commercial Sale Component allottee/s (hereinafter referred to as **“the Common Amenities”**); (b) the common areas, amenities and facilities that are proposed to be used exclusively by Residential Existing Members and Residential Sale Component allottee/s (hereinafter referred to as **“Residential Amenities”**); and (c) the common areas, amenities and facilities that are proposed to be used exclusively by the Commercial Existing Members and the Commercial Sale Component allottee/s (hereinafter referred to as **“Commercial Amenities”**) on the said Property/ Larger Property. The Promoter has listed (i) the proposed Common Amenities (together with the equipment and amenities proposed to be installed therein) in respect of the New Building are as set out in the **PART-I of FOURTH SCHEDULE**; (ii) the proposed Residential Amenities (together with the equipment and amenities proposed to be installed therein) are as set out in the **PART-II of FOURTH SCHEDULE** and (iii) the proposed Commercial Amenities (together with the equipment and amenities proposed to be installed therein) are as set out in the **PART-III of FOURTH SCHEDULE**. The Allottee/s agree/s and confirm/s that the Allottee/s shall claim any entitlement only in respect of the facilities, equipment and/or the amenities installed or provided as the acquirer/s of the said Premises as per the User/Type as more particularly mentioned in the **SECOND SCHEDULE** hereunder written. The Allottee/s is aware that the access i.e. entry and exit to the Commercial Existing Members and Commercial Sale Component shall be enjoyed in common with Society Existing Members and other allottee/s of the Sale Premises and their respective visitors from time to time and the access i.e. entry and exit to the Residential Sale Component shall be enjoyed in common with other allottee/s of the Residential Existing Members and the allottee/s and the Residential Existing Members and their respective visitors from time to time and the Allottee/s hereby gives his/her irrevocable consent for the same. The Allottee/s is further aware that the internal road shall be utilized in common with other allottee/s, members of the Society of the said New Building and the rights with respect to the same shall vest with the Promoter at all times and the Allottee/s hereby gives his/her irrevocable

<Promoter>

<Allottee/s>

consent for the same. The Allottee/s is aware that the Commercial Existing Members and the Commercial Sale Component in the said New Building shall have a common separate access i.e. entry and exit to their respective premises and the same shall not be in common with the access of the Residential Sale Component and/or the Residential Existing Members Component;

- 3.3 It is expressly agreed by the Allottee/s that the Premises shall contain specifications, fixtures, fittings, and amenities as set out in **FIFTH SCHEDULE** hereto (“**Internal Fittings and Fixtures**”) and the Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the Internal Fittings and Fixtures to be provided in the said Premises;
- 3.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the New Building;
- 3.5 The Promoter currently envisages that whilst undertaking the development of the New Building/ Larger Property to its full and maximal potential as mentioned in this Agreement, there may be certain additions/modifications to the common areas and amenities and/or relocations/realignments/re-designations/changes therein by virtue of which the Promoter may have to vary, amend, alter or modify the presently approved plans of the said New Building or construction of additional floors on the said Project/ New Building, and the Allottee/s hereby agrees and confirms to the same. The Allottee/s confirms, that he/she/ they has/have agreed to purchase and utilize the said Premises considering the development of the Property/Larger Property in accordance with this Agreement and has further confirmed that the Allottee/s have/has no objection to the construction of the full potential of the FSI available in respect of the Property/Larger Property under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules made thereunder (collectively referred as MOFA) and also under RERA and RERA Rules. T. The Allottee/s is/are aware that the plans approved shall undergo changes, addition, amendment, modification, alteration, variation, relocation, etc. in order to develop the said Larger Property including the said Property with the full FSI potential of the said Larger Property in accordance with the proposed development disclosed in this Agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc. in the layout or in any of the building/s and/or structures to be constructed on the Larger Property. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, religious structures etc. The Promoter shall be entitled to realign utility and service connections. The Allottee/s has made informed decision to purchase and utilize the said Premises considering the aforesaid disclosure/s made by the Promoter;
- 3.6 The Allottee/s is aware and it is hereby disclosed to the Allottee/s herein that the Promoter may propose to re-design the said New Building/ Project or increase in number of floors, or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design, to utilize any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in

<Promoter>

<Allottee/s>

regulations / law / act etc. in respect of the said Property/ Larger Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilized by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoters is/are duly received by the Promoter and all the obligations required to be carried out by the Allottee/s herein and the allottee/s of other premises, are fulfilled, the Promoter shall not be bound and shall not be called upon or required to handover the Project and/or the New Building to the Society and the Allottee/s agrees not to have any demand or dispute or objection in that behalf;

- 3.7** The Promoter shall be entitled to construct additional podiums, revise internal roads, or parking lots or provide parking in basements or in stilt or in the podium/s or in the open spaces or on any part of the Larger Property in any form, as the Promoter may deem fit from time to time under the provisions of MOFA or RERA and RERA Rules for carrying out all or any of the aforesaid purposes as mentioned herein and under this Agreement and the Allottee/s agree/s that it has been informed and disclosed about the same herein and the Allottee/s agree/s not to have any monetary demand and/or dispute and/or objection in respect of the same at any time pursuant to the execution and registration of this Agreement ;
- 3.8** The Promoter shall be entitled to obtain revised approved layout with respect to any changes/ modifications/ amendments in the presently approved layout in respect of the Larger Property and/or Property and/or New Building and/or Project and the Allottee/s agree/s that the same has been informed and disclosed to it in detail under this Agreement and hereby agree/s and confirm/s not to have any monetary demand and/or dispute and/or objection in respect of the same at any time pursuant to the execution and registration of this Agreement;

3.9 Construction & Finishing:-

- 3.9.1** The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of development of the New Building and redevelopment of the Larger Property. In case of defect/s in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor/s for the rectification of the defect/s;
- 3.9.2** In spite of all the necessary steps and precautions taken while designing and constructing the New Building, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/ Society Existing Members of the other apartments/flats/premises in the New Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations

<Promoter>

<Allottee/s>

and/or alterations etc. carried out by the Allottee/s and any other allottee/s/ Society Existing Members and the Allottee/s shall not raise any claim(s) against the Promoter in this regard;

- 3.9.3** All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the New Building, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim/s and/or raise any dispute/s against the Promoter in this regard.

3.10 *Rights and Entitlements of the Promoter & Nature of Development of the Larger Property and/or said Property:*

- 3.10.1** The Larger Property is being developed by constructing and developing the R.G Portion and the New Building on the said Property for residential and commercial user/s by constructing apartment/s (as defined in RERA) under the applicable laws;

- 3.10.2** The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and as stated in this Agreement and the Allottee/s has/have agreed to purchase and utilize the said Premises based on the unfettered rights of the Promoter in this regard. The Allottee/s agree/s, accept/s and confirm/s that the Promoter is entitled to develop the Larger Property in accordance with the layout and the Allottee/s have no objection with respect to the same. Allottee/s has/have agreed to purchase and utilize the said Premises based on the unfettered rights of the Promoter in this regard;

- 3.10.3** The R.G. Portion is a common portion and shall have a direct access from the existing 18.30 meters D.P. Road falling on the east side of the Larger Property and also from the Property and that as per the MHADA NOC, the Society shall alongwith the Allottee/s and other allottee/s of the New Building allow residents of the MHADA Layout to use the R.G. Portion and accordingly keep a notice board for the information of all people;

- 3.10.4** The Promoter will be entitled to develop the said Property and/or the Larger Property itself or in joint venture with any other person/entity and will also be entitled to mortgage and charge inter-alia the development rights in respect of the said Property and/or the Larger Property and it's Sale Component consisting of building/s and structures to be constructed thereon from time to time. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the MHADA in lieu of development and delivery of the R.G. Portion in the manner the Promoter may in its sole discretion deem fit. There is an existing religious structure on a portion of the Larger Property and the Promoter reserves the right to relocate the said religious structure on a portion of the Property as per the approved plans;

<Promoter>

<Allottee/s>

- 3.10.5** The Promoter, its executor/s, administrator/s, successor/s, assign/s, representative/s, nominee/s, contractor/s, labourer/s, attorney/s, successor/s in interest, assign/s, visitor/s, agent/s, servant/s, licensee/s, etc. and all the person or persons as may be appointed by the Promoter from time to time, shall have irrevocable and perpetual right and shall be entitled to, at all times and from time to time, by night and day to pass and re-pass and/or egress and ingress for the purpose as an access to and fro the New Building and the Larger Property;
- 3.10.6** Prior to handover of the New Building to the Society, the Promoter are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property/ Larger Property in the manner deemed fit by the Promoter and the Allottee/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same;
- 3.10.7** The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the said Property and or the remaining portion of the Larger Property and/or Adjoining Properties (defined below) (including by way of FSI and Transfer of Development Rights (“TDR”) nomenclature in any manner including additional/incentive/special/premium/fungible /compensatory FSI), as well as any further/future development potential capable of being utilized on the said Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilized by the Promoter as the Promoter deems fit. The Promoter shall always have all the rights, title, interest to retain such apartment/s in the Project as per it’s discretion and also in respect of the unsold apartment/s, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, or any similar facility/ies and all other areas, etc. in New Building including Residential Amenities, Commercial Amenities and allot/transfer/assign/lease the same for any purpose as per the sole discretion of the Promoter as permissible under the applicable laws and the Allottee/s shall not raise any objection towards the same. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and amenities and such other areas as may be designated as common areas by the Promoter under this Agreement and all other areas including Residential Amenities and Commercial Amenities save and except as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase and utilize the said Premises based on the unfettered rights of the Promoter in this regard. The Promoter has informed the Allottee(s)

<Promoter>

<Allottee/s>

that, subject to any amendment in applicable laws hereinafter, the Residential Amenities is only for the use of apartments holders in the said Residential Sale Component and the Residential Existing Members’;

3.10.8 The construction and development of the New Building on a portion of the Larger Property is presently sanctioned in the manner stated *inter-alia* in the IOA and CC which shall be amended, modified, revised, varied, changed from time to time to utilize the full development potential of the said Property/Larger Property. The Allottee/s agree/s, accept/s and confirm/s that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Larger Property, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Larger Property and/or the said Property or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently, and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the said Property/Larger Property and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected:

3.10.8.1 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;

3.10.8.2 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the Offer Letter, Revised Offer Letter, N.O.C, IOA and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the said Property and/or Larger Property at present and in future;

3.10.8.3 Apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the New Building and the Larger Property upto such floors as may be permissible whilst exploiting the full and maximal development potential of New Building and the Larger Property as stated in this Agreement;

3.10.8.4 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Larger Property;

3.10.8.5 Construct, develop and raise additional levels, floors and storeys in New Building and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

3.10.8.6 Construct lesser number of upper floors in the New

<Promoter>

<Allottee/s>

Building and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

- 3.10.8.7** Construct in, over or around or above the terrace of the New Building any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other statutory authority;
- 3.10.8.8** Construct site offices/sales lounge on the said Property and/or on the Larger Property (or part thereof) and to access the same at any time;
- 3.10.8.9** By itself or through its workmen, staff, employees, representatives and agents, enter into and upon the said Property and any construction thereon including the said Project, the New Building, the Larger Property including to view and examine the condition and state thereof;
- 3.10.8.10** Use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the and the Larger Property including Residential Amenities and Commercial Amenities on the said Property;
- 3.10.8.11** Market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the apartment/s constructed as a part of the Sale Component in the New Building and all its right, title and interest therein;
- 3.10.8.12** Grant or offer upon or in respect of the said Property or any part thereof, to any third party including allottee/s and/or Society Existing Members therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the said Property.

3.11 The Promoter has informed the Allottee/s and the Allottee/s is aware that there may be common access road, street lights, common recreation space, passages, electricity cables, telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property and/or Larger Property. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of apartment/s and/or Society Existing Members in the New Building and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of apartment/s and/or Society Existing Members in the New Building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree/s to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of apartments and/or Society Existing Members in the New Building shall object to the Promoter laying through or under or over the said Property and/or the Larger Property

<Promoter>

<Allottee/s>

and/or any part thereof, pipelines, underground electric cables, telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for the New Building;

- 3.12** As disclosed in this Agreement, the Promoter has presently contemplated to develop the adjoining land and other lands adjacent/adjoining to the said Property and/or Larger Property (hereinafter referred to as “**Adjoining Properties**”). The Promoter shall also be entitled to/required to club/amalgamate the development of the said Property/ Larger Property (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the Property/Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit:-
- 3.12.1** Amalgamate schemes of development, land plates, lands, land composition and land mix,
 - 3.12.2** Float FSI/TDR from the Larger Property/Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property/Property and undertake consequent construction, development, sale, marketing and alienation;
 - 3.12.3** Provide common access and entry and exit points to the Larger Property/property (or part thereof) and the Adjoining Properties, which may be used in common by the allottee/s and/or Society Existing Members and the Adjoining Properties;
 - 3.12.4** The development on/of the Adjoining Properties is still at a concept stage and on the approval of the plans for its redevelopment/development, the Promoter reserves it right/s to amalgamate the Adjoining Properties with the Larger Property/Property and all references in this Agreement to the said Property / Larger Property shall be construed as references to such amalgamated property unless the context otherwise requires and/or the Promoter shall be entitled to develop/redevelop the Adjoining Properties as a separate independent layout;
- 3.13** The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said New Building and /or the Property or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit;
- 3.14** Subsequent to the Proposed Transfer (defined below) to the Society and the and completion of development of the Larger Property, the Promoter will retain air rights for branding and designation and such other rights as may be determined by the Promoter at the Promoters sole discretion with respect to the development of the Larger Property and/or Property. The Proposed Transfer to the Society shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the New Building and the right to designate and brand the development of the New Building and such other rights as may be as may be determined by the Promoter at the Promoters sole discretion on the said Property.;
- 3.15** The Promoter shall always be entitled to put a hoarding on any part of the New Building and/or the Property including on the terrace and/or on the

<Promoter>

<Allottee/s>

parapet wall, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Building and/ or on the said Property as the Promoter may deem fit. The Promoter shall be entitled to use and allow third parties to use any part of the New Building and/or the said Property respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter;

- 3.16** The Promoter shall be entitled to designate any spaces/areas on said Property and/or the New Building, or any part thereof (including on the ground, terrace, podiums and basement levels of the New Building) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the allottee/s and/or Society Existing Members in the New Building. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common by allottee/s and/or Society Existing Members in the New Building and/or on the said Property and/or on the Larger Property and/or the Adjoining Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the said New Building and/or Property and/or Larger Property and the Allottee/s shall not challenge the same in any manner whatsoever;
- 3.17** The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Property and/or the New Building. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose;
- 3.18** The name of the New Building shall always be “Codename Younique” and the names shall not be changed under any circumstance by the Society of which the Allottee/s will be a member. However, the Promoter prior to handing over of the Project to the Society, reserves the right to change the name of the Project from what is reflected in the RERA project registration certificate. The Allottee/s hereby agree/s, accept/s and confirm/s the same and grants its irrevocable consent in the event the Promoter files an application under the provisions of RERA and REA Rules for change of name of the Project;
- 3.19** The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down

<Promoter>

<Allottee/s>

maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the New Building. The Allottee/s is/are aware that the main water/drainage pipes of the New Building may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes;

- 3.20** The Allottee/s agree/s that since the redevelopment of the said Property and/or Larger Property placed before the Allottee/s as disclosed in this Agreement envisages the development of the Larger Property to the full development potential, the Allottee/s has/have, after understanding the nature of the redevelopment, agreed to the rights and entitlements of the Promoter as listed in this Agreement and the proposed future and further redevelopment of the Larger Property, and the retention of the rights by the Promoter unto itself until completion of development of the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree/s, undertake/s and confirm/s that he/she/it/they will not obstruct, hinder or interfere with the development of the New Building and/or said Property and/or the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities R.G. Portion as envisaged by the Promoter under this Agreement;
- 3.21** The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Property/Property, as provided under the provision to Rule 4(4) of the RERA Rules;
- 3.22** The Promoter has further informed the Allottee/s and the Allottee/s hereby confirms/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to retain the perpetual right to develop, re-develop, sub-develop, sell, transfer, assign, give on lease, sub-lease and/or deal with and dispose of in favour of any person/s (a) future rights in respect of the said Property/Larger Property/Project/New Building; (c) various rights that may accrue to and over the said Property/Larger Property in the future; (d) the rights for advertising, signage and hoarding for advertising in the compound of the Property, New Building of the said Property/Larger Property; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property/Larger Property (the rights referred to in above are hereinafter collectively referred to as “the **Incidental Rights**”);
- 3.23** The Incidental Rights include the right to use the said Property/Larger Property as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or any other type of development potential either by payment of premium to the MHADA or MCGM and/or any other concerned authorities or available otherwise howsoever which Promoter and/or its nominee/s may be entitled to, from time to time, and at the Promoter’s sole and absolute discretion;
- 3.24** Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer,

<Promoter>

<Allottee/s>

mortgage and/or in any other manner whatsoever and the Promoter may in its absolute discretion think fit and proper, from time to time and at Promoter's entire discretion and convenience, transfer such rights to any person/s. The Allottee/s expressly consent/s and agree/s that the Allottee/s shall not claim any rebate or reduction in the Sale Price under this Agreement and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by Promoter and/or its nominee/s and/or person/s;

- 3.25** It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the other amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or sell, transfer, deal with and dispose off all other unsold apartment/s and car parks and portion or portions of the said New Building and/or the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as swimming pool, gardens, club-house proposed to be constructed on the said Property and including New Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person and at the sole discretion of the Promoter. The Allottee/s are aware that the aforesaid recreational facilities proposed to be constructed on the said Property are available for the use and enjoyment of the holders of other sold apartment/s in Residential Sale Component alongwith the Allottee/s;
- 3.26** With regards to the Common Amenities as described in *Part [●] of the [●] Schedule* and Residential Amenities described in *Part [●] of the [●] Schedule* hereunder written and the Commercial Amenities as described in *Part [●] of the [●] Schedule*, it is agreed that the Allottee/s shall only be permitted to use the Common Amenities and the Residential Component Amenities or Commercial Component Amenities, as applicable under this Agreement, on such terms and conditions as the Promoter may deem fit;
- 3.27** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the New Building terrace, compound wall or other part of the New Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- 3.28** For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the New Building and/or said Property and/or said Larger Property, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights

<Promoter>

<Allottee/s>

and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise;

- 3.29** The Allottee/s hereby expressly agrees and covenants with the Promoter that in the event of (i) the said New Building on the said Property not being ready for use and/or (ii) after the Promoter putting the Allottee/s in possession of the said Premises, Allottee/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Allottee/s further confirms that he/she/they shall not object or dispute construction of the additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Allottee/s. The Allottee/s hereby confirms that it he/she/they have been informed and disclosed about the same and is also aware that the same shall be executed by the Promoter under any law as applicable;
- 3.30** The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the said Property and/or said Larger Property and/or on Adjoining Properties;
- 3.31** All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another;
- 3.32** The Allottee/s has been informed and the Allottee/s hereby agree/s, accept/s and confirm/s that the Allottee/s alongwith the Existing Members of Society, the Residential Component allottee/s and the Commercial Component allottee/s will become members of the Society in terms of what has been stated in this Agreement.

4. PAYMENTS AND LOAN/MORTGAGE TO BE AVAILED BY ALLOTTEE/S ON ON THE SAID PREMISES:-

- 4.1** Notwithstanding anything contrary contained in this Agreement, it is specifically agreed by and between the Parties that Time for making the payments of the installments of the Sale Price, as mentioned in Third Schedule and all other amounts payable by the Allottee/s as mentioned in this Agreement, is strictly the essence of this contract;
- 4.2** Without prejudice to the right of the Promoter to charge Interest in terms

<Promoter>

<Allottee/s>

of sub-clause [●] herein, on the Allottee/s committing default in payment of due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement including her/her/their proportionate share of taxes (including GST levied by the concerned local authority/ies and other outgoings) and on the Allottee/s committing 3 (three) defaults of payment of installments, the Promoter shall at his own option terminate this Agreement;

- 4.3 Provided that Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s by Registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his 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 this Agreement (**Default Notice**). If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, then at the end of such notice period as mentioned in the Default Notice, the Promoter shall be entitled to terminate this Agreement;
- 4.4 Provide, further that upon termination of this Agreement as aforesaid the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the installments of the Sale Price of the Premises which may till then have been paid by the Allottee/s to the Promoter;
- 4.5 Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to sell, transfer, deal with, utilize and/or dispose off the said Premises in the manner it deems fit and proper;
- 4.6 Pursuant to the termination as mentioned above, the Allottee/s shall as and when called upon by the Promoter without any delay, solely at the sole at the costs, charges and expenses of the Allottee/s, execute and register such necessary documents and writings including deed of cancellation with respect to the said Premises and simultaneously with the execution and registration of the deed of cancellation as mentioned herein, hand over the original of this Agreement to the Promoter deducting interest on any overdue payments;
- 4.7 The Allottee/s hereby agree/s and undertake/s that he/she/they upon termination of this Agreement in terms of Clause 5.4 and other terms of this Agreement, the Allottee/s will cease to have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise into/ upon the said Premises;
- 4.8 In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall, notwithstanding any instructions to the contrary, by the Allottee/s accompanying such payment, be entitled to appropriate the amount received firstly towards interest for delayed payment towards outstanding milestone of the Sale Price under this Agreement, secondly towards outstanding statutory taxes and levies, GST, TDS, cess applicable on the installment of the Sale Price under this Agreement; thirdly towards interest charged by the concerned authorities for the delay in payment of the statutory taxes and levies, GST, TDS, cess to the applicable installment of the Sale Price under this Agreement;

<Promoter>

<Allottee/s>

fourthly towards any other previous outstanding installments of the Sale Price under this Agreement including brokerage/referral fees, administrative charges as determined by the Promoter, stamp duty and registration charges and lastly towards the current installment due in respect of the Sale Price under this Agreement. Under any circumstances no express intimation or communication by the Allottee/s, with regard to appropriation / adjustment of the payments made hereunder shall be valid or binding upon the Promoter. The Allottee/s undertake(s) not to object/demand/direct the Promoter in respect to the same and/or any part thereof;

- 4.9** The Allottee/s declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure by all Allottee/s and all the Allottee/s mentioned under this Agreement shall be liable jointly for the consequence as mentioned in this Agreement;
- 4.10** That in case there are joint allottee/s executing the present Agreement, the Allottee/s hereby agree and confirm that all communications by the Promoter shall be addressed to the Allottee No. 1 mentioned herein at the address mentioned against the name of the Allottee/s No. 1 herein and shall be deemed to have been served upon and received by all the Allottee/s jointly;
- 4.11** In the event of delay and/or default on the part of the Allottee/s in making payment of any interest, GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s under this Agreement, towards the unpaid tax, GST, TDS, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment. The Allottee/s is also aware that they are liable to pay the applicable GST on the interest (if any) payable to the Promoter by the Allottee/s;
- 4.12** The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement;
- 4.13** The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated;
- 4.14** Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole

<Promoter>

<Allottee/s>

discretion deem fit;

- 4.15** The details of the respective Permanent Account Numbers of the Promoter and the Allottee is/are as more particularly mentioned in the **SECOND SCHEDULE** hereunder written.
- 4.16** The Allottee/s shall be entitled to avail loan from a nationalised bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter subject to the first charge of the Promoter on the said Premises for the entire Sale Price and all other amounts payable hereunder and subject to the terms herein. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement;
- 4.17** All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage;
- 4.18** The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement. However, such loan should be strictly personal to the Allottee/s and the right of the Promoter to receive the balance Sale Price and other sums as mentioned herein from the Allottee/s, shall override/supersede the rights of the financial institution/bank in respect of the loan so availed of by the Allottee/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s. Once the Allottee/s has/have paid the full Sale Price as payable under this Agreement and has/have taken possession of the said Premises, thereafter due to non-payment of the loan by the Allottee/s, the recourse available to the financial institution would be only against the said Premises and against the Allottee/s personally and not against the said Promoter/ New Building/Property/Larger Property or any one of them or any of the other apartments in the New Building, and not against any other assets/rights of the Promoter and/or the Existing Members Premises. It is clarified that in the event, the Allottee/s defaults in its payment obligation to such lender, the rights of such lender shall be subject to the first charge of the Promoter on the said Premises for the entire Sale Price, tax on sale and transfer of said Premises or, maintenance charges, outgoings and all other amounts payable by the Allottee/s under this Agreement. Further, in the event that this Agreement is cancelled and/or terminated at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession. The Allottee/s shall inform and give proper notice to the Society, about the said Premises being so mortgaged

<Promoter>

<Allottee/s>

and the Promoter shall not be under any obligation to provide such intimation in any manner whatsoever;

- 4.19** In the event of the Allottee/s committing a default of the payment of the installments of the Sale Price as mentioned in the *Third Schedule* herein, and the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s at his/her own cost and expenses, shall obtain the necessary letter/no dues certificate from such lender stating that the Allottee/s has/have cleared the mortgage/debt/charge within [●] ([●]) days from the termination date. On receipt of such letter from the lender, the Allottee/s shall be entitled to refund as per the terms of this Agreement. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the installments of the Sale Price as and when due under the terms of this Agreement, irrespective of the fact that the Allottee/s has / have applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected. All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another;
- 4.20** The Allottee/s hereby expressly agrees that so long as the loan and the total Sale Price remain unpaid/outstanding, the Allottee subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Premises including the car parking spaced (if allotted under this Agreement) in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial institutions which have advanced such loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee/s to inform the Society about the lien/charge of such banks/financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever;
- 4.21** The Allottee/s indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

5. CAR PARKING SPACE/S/ SLOT/S:

- 5.1** In the event if any car parking space/s/ slot/s (as more particularly mentioned in the *Second Schedule*) is allotted by the Promoter to the Allottee/s under this Agreement then:
- 5.1.1** The Allottee/s agree/s and confirm/s that the Promoter shall provide to the Allottee/s, permission to park the Allottee/s's own vehicle and for no other purpose whatsoever;
- 5.1.2** The Allottee/s agree/s and confirm/s that the exact location and identification of such car parking space/s/slot/s will be earmarked by the

<Promoter>

<Allottee/s>

- Promoter only upon completion of the New Building in all respects;
- 5.1.3 The Allottee/s agree/s and confirm/s that one car parking space/slot, is made available free of charge to the Allottee/s (if allotted herein);
- 5.1.4 The Allottee/s agree/s and confirm/s that the Promoter shall be entitled to do such earmarking at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces.
- 5.2 The Allottee/s further agree/s and undertake/s that pursuant to admission of the Allottee/s to the Society, the Allottee/s shall cast his/her/their votes in the first general meeting of the Society in favour of approving such car parking space/s/ slot/s earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has/have earmarked the car parking space/s/slot/s, will be allotted such respective car parking space/s/slot/s by the Society, for exclusive use thereof;
- 5.3 The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the car parking space/s by the Promoter and/or the Society and shall pay such outgoings in respect of the said car parking space/s/slot/s as may be levied by the Society to be formed by them;
- 5.4 The Allottee/s hereby agree/s and confirm/s that he/she/they shall not be allowed to allot/transfer/let-out the car parking space/s/slot/s if allotted under this Agreement to any party or person and the same shall always be considered as married to the said Premises. The Allottee/s shall keep the car parking space/s/slot/s if allotted under this Agreement in the same condition as has been handed over by the Promoter to the Allottee/s and in terms of sanctioned plan of the Larger Property/New Building and shall not enclose or cover it in any manner. The car parking space/s/slot/s if allotted under this Agreement shall be used by the Allottee/s only for the purpose of parking its own light motor vehicle, and not for any other purpose.
- 5.5 The car parking space/s/slot/s, allotted, if any under this Agreement, shall be provided in the form of either (i) common stilt car parking at the space at ground level of the New Building, (ii) common basement of the New Building (iii) common podium of the New Building and (iv) an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking in the car parking tower/s which shall be used in common with the Residential Existing Members, Commercial Existing Component, the allottee/s of the Residential Sale Component and the Commercial Sale Component, there may be or may not be any specific identified spot/place which may be earmarked for a particular allottee/s and/or member in the New Building and the Property and which shall be designed to minimize the area and/or volume required for parking cars (“**Mechanical Parking**”) ((i), (ii) and (iii) are hereinafter referred to as “**the Parking Space**”) and the Allottee/s has/have no objection with respect to the same. The Allottee/s is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Allottee/s hereby confirm/s that the Allottee/s has/have

<Promoter>

<Allottee/s>

no objection to the same and that the Allottee/s shall not park his/her/their car/s at any place in the New Building and/or said Property and/or Larger Property save and except as earmarked by the Promoter. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall along with the Residential Existing Members, Commercial Existing Members, Residential Sale Component allottee/s and Commercial Sale Component allottee/s proportionately bear the costs and expenses of the maintenance of such Parking Spaces and/or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising to the Promoter or the Society, as the case may be.

6. POSSESSION DATE, DELAYS AND TERMINATION:

- 6.1** The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the statutory authorities for the said Premises by the date as more particularly mentioned in the **SECOND SCHEDULE** (“**Completion Date**”) and provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, in the event of the circumstances as mentioned below and the period for which the registration of the Project shall be valid shall exclude such period due to which the delayed has been caused:-
- (i) Any force majeure event including war, flood, drought, fire, cyclone, earthquake or any calamity caused by nature affecting the regular development of the New Building/ Project;
 - (ii) Any specific stay / injunction order relating to the Project and/or the Larger Property and/or the New Building is issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc. affecting the regular development of the New Building and/or the Larger Property;
- 6.2** Within [●] ([●]) days of the obtainment of the Occupation Certificate of the said Premises from the concerned authorities, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing (“Possession Notice”). The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter under this Agreement or by the Society as the case may be. The Allottee/s shall take possession of the said Premises within [●] days of the date mentioned in the Possession Notice (“Possession Notice Period”) by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. Upon expiry Possession Notice Period, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings/maintenance charges in respect of the New Building, share application charges, as determined by the Promoter at the time of delivery of possession of the said Premises, other taxes of any nature whatsoever, or such other levies by the statutory authorities or other concerned local authority and all other expenses necessary and incidental to the management and maintenance of the New Building. It is clarified that the

<Promoter>

<Allottee/s>

Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the entire Sale Price and all other amounts due and payable in terms of this Agreement. Nevertheless, to mention that, it shall be deemed that the Allottee/s have/has taken the possession of the said Premises from the expiry of the Possession Notice Period and the Allottee/s shall alone be responsible/liable in respect of any loss and/or damage that may be caused to the said Premises from the expiry of Possession Notice Period;

- 6.3** Until the said Allottee/s is/are admitted as members of the Society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of handing over possession of the said Premises, the Allottee/s shall pay to the Promoter the sums as set out in **SIXTH SCHEDULE** hereunder written as determined by the Promoter and shall be utilized by the Promoter/Society for maintenance and management of the infrastructure, common area and facilities such as lights, car parking spaces, storm water drains, drainage system, sewerage, water tank, gardens, security etc. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the [●]th day of every month of the english calendar in advance and shall not withhold the same for any reason. Any delay by the Allottee/s towards payment provisional monthly contribution as per the timelines mentioned herein, shall carry interest at the rate of [●]% per month and the Allottee/s shall be liable to the pay the principal and interest amount. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges, etc.;
- 6.4** Before delivery of possession or grant of license to enter the said Premises to the Allottee/s, the Allottee/s shall physically inspect the said Premises provided and attached therein and pursuant thereto the Allottee/s will cease to have any claim and/or raise any dispute of any nature whatsoever against the Promoter with regard to the said Premises and/or any part thereof;
- 6.5** The Allottee/s confirm/s that save and except Internal Fittings and Fixtures as mentioned in the *Fifth Schedule*, the Promoter is not liable to provide any further additional specifications fixtures, fittings, and amenities in the said Premises;
- 6.6** The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Price either on account of such change/substitution of such Internal Fittings and Fixtures or on the Promoter providing bare shell/raw flat to the Allottee/s at his/her/its written request;
- 6.7** In the event, if the Allottee/s decide/s to avail any additional internal fittings and fixtures (over and above the Internal Fittings and Fixtures as mentioned in *Fifth Schedule* hereto) and/or requires the Promoter to carry out internal changes in the said Premises, the Allottee/s further agrees to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST, Service Tax, VAT and all other indirect taxes thereon to the Promoter such further amounts for the same as may be mutually decided between the Parties. Such sum shall be over and above the Sale Price and other amounts payable by the Allottee/s to the Promoter hereunder;
- 6.8** In case of the construction work or development of New Building is delayed due to more than the 20% of the Allottee/s not paying their installment(s) or dues on their respective due dates, then the Allottee/s herein will not hold the

<Promoter>

<Allottee/s>

Promoter responsible or liable for delay in delivery of possession of the said Premises;

- 6.9** The Promoter shall not put the Allottee/s in possession of the said Premises unless and until the Allottee/s has/have paid the entire Sale Price as provided in the in Second Schedule hereto and has/have also paid all other amounts payable by him/her/them hereunder and/or otherwise to the Promoter, as set out in this Agreement;
- 6.10** After completion of construction of the New Building and only after receipt of the entire Sale Price and all other amounts due and payable by the Allottee/s in terms of this Agreement, the Promoter may at its discretion permit the Allottee/s to enter upon the said Premises, limited for the purpose of carrying out fit out works/interior works of non-structural nature like installation of fixture and furniture in the said Premises at the request of and at the entire risks and costs of the Allottee/s. The Allottee/s acknowledge/s that the Promoter shall not be obliged to permit the Allottee/s to enter upon the said Premises under any circumstances and such permission may or may not be granted entirely at the sole discretion of the Promoter. The Allottee/s further acknowledge/s that at such stage the Occupation Certificate in respect of the New Building may not have been received by the Promoter from concerned authorities and at such stage the said Premises may not be capable of being occupied by the Allottee/s. The Allottee/s agree/s and undertake/s that in the event so permitted to enter upon the said Premises to carry out the said fit out works as contemplated in this Clause, the Allottee/s shall not occupy the same or commence any use thereof for any reasons whatsoever arising. The Allottee/s further agree/s and undertake/s that in the event if the Allottee/s is/are so permitted to enter upon the said Premises to carry out the said fit out works/interior works as contemplated in this Clause, then in such an event, the Allottee/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Allottee/s so entering upon the said Premises shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter from time to time. Under no circumstances, shall the Allottee/s carry out any structural alterations of any nature whatsoever in or around the said Premises and/or the car parking spaces/s (allotted, if any). The Allottee/s acknowledge/s that Promoter under no circumstance the Promoter shall be liable and/or responsible for untoward incident that may occur by virtue of the Allottee/s being permitted to carry out the fit out works or to enter upon the said Premises as contemplated in this Clause;
- 6.11** The Allottee/s has/have also agreed and hereby undertake/s that pursuant to the receipt of the occupation certificate and prior to commencing any fit out or interior works in the said Premises, the Allottee/s shall for the due adherence and performance with the terms and conditions of the Fit-out Guidelines (as may be drawn up by the Promoter containing the guidelines for carrying out the fit-out works/interior works in the said Premises in the Project) keep deposited with the Promoter such sum as may be decided by the Promoter at the relevant time, as and by way of an interest free security deposit and which amount shall be refunded by the Promoter to the Allottee/s on completion of the fit out works and/or interior works of the said Premises. However, the Allottee/s agrees, confirm and acknowledges that in the event, if the Allottee/s commit/s any breach/es of the terms and conditions of the Fit Out Guidelines

<Promoter>

<Allottee/s>

or cause/s any damage or nuisance to the said Premises and/or other apartment/s and/or Project and/or the New Building and/or any Common Amenities therein and/or in any adjoining apartment/s to the said Premises, then and in any such event, the Promoter shall be entitled to retain either whole or part of the interest free security deposit at the discretion of the Promoter depending upon expenses incurred or likely to be incurred by the Promoter from such interest free security deposit for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Allottee/s to the said Premises and/or New Building and/or any Common Amenities therein and/or in any adjoining apartments, exceeds the interest free security deposit, the Allottee/s shall on demand from the Promoter, forthwith pay such additional amount. The Allottee/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount within [●] ([●]) days from the date of such demand by the Promoter on any ground whatsoever and howsoever arising;

- 6.12** Upon possession of the said Premises being offered to the Allottee/s, he/she/they shall be entitled to use and occupy the said Premises for the user/type as more particularly mentioned in the Second Schedule only and for no other purpose. Upon the Allottee/s taking possession of the said Premises or being granted a license to enter the said Premises, he/she/they shall have no claim against the Promoter in respect of any item of work in the said Premises, which may be alleged not to have been carried out or completed;
- 6.13** The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to happening of the factors as stated in Clause 6.1 of this Agreement or on account of defaults by the Allottee/s;
- 6.14** If the structures/buildings in New Building or any part thereof gets damaged on account of the force majeure or for any reason whatsoever after the completion thereof then the loss incurred due to such damage will be fully sustained by the Allottee/s along with the other allottee/s and/or Residential Existing Members and Commercial Existing Members of the structure so damaged and the Promoter shall not be liable or responsible for any such damage;
- 6.15** If the Parking Space or any part thereof constructed or being constructed in the New Building gets demolished or gets damaged during the course of construction and/or after the completion thereof on account of the force majeure or for any reason whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee/s along with the other allottee/s and/or Residential Existing Members and Commercial Existing Members of the structure so damaged or demolished and the Promoter shall not be responsible for any such damage or demolition;
- 6.16** The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the [●] Schedule hereunder written with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the [●] Schedule hereunder to the bank account of the Promoter, as mentioned in the [●] SCHEDULE hereunder written or such other account as per the details provided by the Promoter;

<Promoter>

<Allottee/s>

6.17 Common Areas Facilities & Amenities:

- 6.17.1** The proposed common areas, facilities and amenities in the New Building for Residential Sale Component, Commercial Sale Component, Residential Existing Members and Commercial Existing Members are listed in Part-I of the Fourth Schedule hereunder written.
- 6.17.2** The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartment/s in the New Building as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Residential Sale Component allottee/s and Residential Existing Members in the New Building and to the exclusion of the Commercial Sale Component and Commercial Existing Members in the New Building (“**Limited Areas and Facilities**”). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s in the said Premises and appurtenant to the said Premises. The Allottee/s agree(s) to not use the Limited Areas and Facilities identified for other allottee/s and/or Society Existing Members nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or Society Existing Members of the said Project in the New Building and/or the usage thereof;
- 6.17.3** The Allottee/s shall be permitted to use the Residential Amenities as listed in Part-II of the Fourth Schedule hereunder written in common with other the Residential Sale Component allottee/s and Residential Existing Members only in the New Building;
- 6.17.4** The Allottee/s is/are aware that the Promoter may appoint a common professional Facility Management Company (hereinafter referred to as “the FMC”) for the maintenance of the New Building, Residential Amenities and Commercial Amenities. The Allottee/s along with the other allottee/s/purchasers/holders/ Society Existing Members in the New Building, shall be entitled to avail of the services to be provided or arranged by or through the FMC for such period and at a cost or charges that may be fixed between the Promoter and the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the allottee/s/purchasers/holders/ Society Existing Members in the New Building. These common costs shall be shared by all such allottee/s/purchasers/holders/ Society Existing Members of the apartment/s in the New Building on pro-rata basis determined by the Promoter, which determination shall be binding on the Allottee/s;
- 6.17.5** The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.
- 6.17.6** It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.
- 6.17.7** The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.

<Promoter>

<Allottee/s>

- 6.18 The Allottee/s shall be entitled to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement from the date of execution and registration hereof and only after obtaining the prior written permission of the Promoter in that behalf, the same being subject to payment of the entire amount of Sale Price due, if any, and all other dues payable by the Allottee/s to the Promoter under this Agreement;
- 6.19 In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same *PROVIDED HOWEVER* that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

7. COVENANTS OF THE ALLOTTEE:

- 7.1 The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the said Premises and other apartment/s may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the said Project, the New Building, the Property and the Larger Property, for maintaining the value of the said Project, the New Building, the Property and the Larger Property, and for ensuring that any easement in respect of any of the aforesaid remains unaffected;
- 7.2 Not to do or suffer to be done anything in or to the said Premises, Project, the New Building, Residential Amenities, Limited Areas and Facilities which may be against the rules, regulations or bye-laws of the concerned authorities and/or change/alter or make addition in or to the said Premises, Project, the New Building or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is handed over possession of the said Premises and in particular so as to support, shelter and protect other parts of the said Project, the New Building, the Property and the Larger Property;
- 7.3 Not to raise any objection to the Promoter completing the construction of the New Building (including additional buildings and/or floors on the said Property) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises;
- 7.4 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Project and/or the New Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the

<Promoter>

<Allottee/s>

staircases, common passages or any other part of the said Project, the New Building, Property and Larger Property;

- 7.5** Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.
- 7.6** Not to demolish or cause to demolish the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the said Project and the New Building;
- 7.7** Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Project and the New Building;
- 7.8** Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent;
- 7.9** To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Project and the New Building;
- 7.10** Not to cover or construct anything on the Balcony Area-1, Balcony Area-2 and Balcony Area-3, open spaces, garden, recreation area and/or parking spaces and/or refuge areas;
- 7.11** Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Project and the New Building and Balcony Area-1, Balcony Area-2 and Balcony Area-3 and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, external façade, 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 said Project and/or the New Building or do any act to affect the FSI/development potential of the Larger Property;
- 7.12** In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Project and the New Building on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in this Agreement shall immediately cease and the Allottee/s/the Society shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 7.13** To maintain the aesthetics of the said Premises and the said Project and the New Building and to ensure the quiet and peaceful enjoyment by all the allottee/s/ Society Existing Members therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the said Project, the New Building, the Property the Larger Property, the Allottee/s agree and covenant as follows:
- 7.13.1** Not to affix any fixtures or grills on the exterior of the said Project, the Premises, the New Building, Balcony Area-1, Balcony Area-2 and Balcony Area-3 for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. Not to install a window air-conditioner within or outside the said Premises save and except in the slot provided by the Promoter for the

<Promoter>

<Allottee/s>

- same;
- 7.13.2** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property and the said Project/the New Building. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her/their own cost;
- 7.13.3** At any time not to cause or permit any public or private nuisance or to use the loud speaker, not to butcher animals, use explosives, etc. in or upon the said Premises, the said Project, the New Building, Property, the Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the allottee/s and Society Existing Members of New Building or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the said Project, the New Building, the said Property or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the said Project/the New Building/the Property/the Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other allottee/s and Society Existing Members of the said Project/the New Building/the Property/the Larger Property and or the lifts installed in the said Project/the New Building;
- 7.13.4** Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the said Project and/ or the New Building and/or the said Property and/or open spaces nor litter or permit any littering in the New Building and/or the said Property and/or the Larger Property and/or Residential Amenities and/or in or around the said Premises. The Allottee/s shall at his/her/their own cost and expense make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the said Project and/or the New Building and/or the said Property and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities;
- 7.13.5** Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage said Project and/or the New Building and/or the said Property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in said Project and/or the New Building and/or the said Property. 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 said Project and/or the New Building and/or the said Property;
- 7.13.6** Not to display/permit to be displayed at any place in/upon the said Project and/or the New Building and/or the said Property and/or the Larger Property and/or said Premises or any part thereof including on any construction thereon, any bills, posters, hoardings,

<Promoter>

<Allottee/s>

advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building and/or the said Property and/or common area therein or in any other place or on the window, doors and corridors of the said Property and/or the New Building;

- 7.13.7** 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 prior and/to or post receipt of possession of the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the said the said Property and/or the New Building/Larger Property and/or the Balcony Area-1 and/or Balcony Area-2 and/or Balcony Area-3. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub- clause mentioned hereinabove then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. [●]/- (Rupees [●] Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within [●] ([●]) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of [●] ([●]) hours from the date thereof, enter the said Premises to rectify such defect. After such [●] ([●]) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottees/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement;
- 7.13.8** Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager and/or by the Society, for the purpose of maintenance and up-keep of the said Property and/or the Project and/or the New Building and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye- laws for the time being of the concerned authority and of government and other public bodies;
- 7.13.9** Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society may have at its inception and the additions or amendments thereof

<Promoter>

<Allottee/s>

that may be made from time to time for protection and maintenance of the said Property and/or said Project and/or the New Building and/or the Larger Property and the apartment/s therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- 7.13.10** Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents to the access, ingress and egress into and upon the said Larger Property, the Property including the said Project, the New Building, Residential Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc. or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry;
- 7.13.11** Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Project and/or the New Building and/or the said Property which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the allottee/s/occupants of adjoining apartment/s or the neighbourhood provided always that the Allottee/s shall not hold the Promoter liable and/or responsible to for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants and/or allottee/s of the adjoining apartment/s of the said Project and/or the New Building and/or the said Property;
- 7.13.12** Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Project/the New Building and/or the said Property and/or the Larger Property;
- 7.13.13** Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/Balcony Area-1/ Balcony Area-2/ Balcony Area-3 and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time;
- 7.13.14** Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Project/the New Building/said Property or the exterior wall of the said Premises or on or through the windows or doors thereof any placard,

<Promoter>

<Allottee/s>

- poster, notice, advertisement, sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever;
- 7.13.15** Not to park at any other place and shall park all cars in the car parking space/s (allotted to the Allottee/s, if any) only as may be permitted/allotted by the Promoter in New Building;
- 7.13.16** Shall cause the Society to paint the said New Building at least once in every 5 (five) years maintaining the original colour scheme even after the Proposed Transfer of New Building in favour of the Society and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said New Building and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.
- 7.13.17** Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces in New Building and/or the said Property.
- 7.13.18** Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received;
- 7.13.19** Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the said Property, the said Project and the New Building and/or the security thereof or of the aesthetics and ambience of the said Project/the New Building/ the said Property, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same;
- 7.13.20** Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other apartment/s in the New Building or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses;
- 7.13.21** Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever;

<Promoter>

<Allottee/s>

- 7.13.22** Not to obstruct/close the drain out points of the window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab;
- 7.13.23** Shall within [●] ([●]) days on completion of the fit-outs of the said Premises, submit to the Promoter a completion letter confirming that therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans;
- 7.13.24** Not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Property, the said Project and the New Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- 7.14** If any allottee/s/ Society Existing Members in the New Building including the Allottee/s make any internal structural/non-structural changes to any apartment/s in the said Project, the New Building including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement;
- 7.15** The Allottee/s agree/s and covenant/s that the common areas and amenities to be constructed and developed on the Larger Property shall be exclusively made available to and usable by such person/s as the Promoter may in its sole discretion deem fit and shall not be available to the Allottee/s or any other allottees/ Society Existing Members in the New Building and that the Allottee/s shall not be entitled to use and enjoy the same on an exclusive basis;
- 7.16** The Allottee/s agree/s and covenant/s that the entry and exit points and access from the said Property/New Building/Project to the Larger Property, as may be reflected in the approved layout in respect to the Larger Property, shall be in common to all allottee/s, Society Existing Members. The Allottee/s agree/s and covenant/s not to object to such common entry and exit points and access at any point of time and/or demand any access and/or entry/exit point exclusively for himself/herself/themselves in the Larger Property and/or any part thereof including the said Property, New Building and the Project;
- 7.17** The Allottee/s agree/s and covenant/s that the Allottee/s shall have no right, title and interest on an exclusive basis in the R.G. Portion and that the Allottee/s shall not and/or cause the Society to claim any sole right/s, title, interest with respect to the same;
- 7.18** It is expressly agreed, by and between the Promoter and the Allottee/s that the said Premises is sold to the Allottee/s for use/type as more particularly set out in the Second Schedule only and that it shall be utilized by the Allottee/s for the purpose for which it is sold to the Allottee/s and for no other purpose or purposes whatsoever. Under no circumstance, the Allottee/s agree/s is entitled to change the user of the said Premises;
- 7.19** The Allottee/s agrees that inspection of the said Premises will be allowed only after the Allottee/s has paid entire Sale Price and other due/s and amounts payable by the Allottee/s under this Agreement to the Promoter and only after receipt of occupation certificate from the competent authority in respect of the said Premises;
- 7.20** The Allottee/s shall without any delay and demur, join in as member/s of the Society;
- 7.21** It is agreed, confirmed and covenanted by the Allottee/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time

<Promoter>

<Allottee/s>

hereafter, change, alter and amend the layout, plans, designs, elevation, name of the Project as registered with RERA etc. of the said Project and/or the said Property and/or the said New Building and/or the said Larger Property and/or get the said Property and/or the Larger Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Allottee/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Allottee/s shall not be entitled to, nor shall he/she/they demand sub-division of the said Property/ Larger Property/ or be entitled to any FSI exceeding the FSI used and consumed in the New Building out of any FSI available now or in future and that the Allottee/s and/or the said Society shall not be entitled to put up any further or additional construction on the said New Building exceeding the FSI consumed therein at the time of lease or conveyance to be executed in favour of the Society or for any reason whatsoever and shall not demand that a compound wall be constructed around the New Building.

8. MEMBERSHIP TO THE SOCIETY:

- 8.1** Within 3(three) months from (a) the receipt of the entire Sale Price from the Allottee/s alongwith all levies, tax/es, GST, due/s, interest/s, penalty/ies and all other amounts payable by the Allottee/s under this Agreement or (b) the date of issuance of the full occupation certificate with respect to the New Building, the Promoter shall, whichever is later, execute/cause to execute the conveyance of the New Building to the said Society together with the New Buildings exclusive Common Areas, amenities and facilities including those as described in *Fourth Schedule* herein, (“**Society Conveyance**”). The costs, expenses, charges, levies and taxes on the society conveyance and the transition completed thereby including stamp duty and registration charges shall be borne and paid by the Society alone.

9. AMALGAMATION OF SCHEMES/ LARGER PROPERTY:

- 9.1** The Promoter shall be entitled to amalgamate the said Property/ Larger Property with any other plot and/or land and/or scheme. In such an event the Allottee/s acknowledge/s, confirm/s declare/s, agree/s and confirm/s that the FSI/TDR which may be available/generated on account of such clubbing/amalgamation or otherwise shall absolutely and exclusively belong to and be available to the Promoter and the Promoter shall have good right, full power and absolute and unfettered authority to:
- 9.1.1** the FSI for constructing any new and additional on any part of the layout of the said Property/ Larger Property and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and the TDR generated from the same;
- 9.1.2** sell/transfer the TDR, if any generated from such scheme/amalgamation, in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof; and
- 9.1.3** sell/alienate the apartment/s constructed thereon to third party/ies and appropriate the sale price thereof, without any recourse/claim from the Allottee/s either individually or through the Society.

<Promoter>

<Allottee/s>

9.2 The Allottee/s hereby grants its no-objection to the Promoter to amalgamate/club/merge the layout/development of the said Property/ Larger Property with any other property and/or amalgamate the present sanctioned scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation/clubbing, and to develop the said Property/ Larger Property along with the amalgamated plot/s as a single layout scheme. The Promoter shall be entitled to provide access from/through the said Property/Larger Property to such amalgamated plot or otherwise. The location, area, size and extent of such access shall be as may be decided by the Promoter at its absolute discretion as per applicable laws. The Allottee/s shall not raise any objection to or dispute such amalgamation with the said Property/Larger Property by the Promoter.

10. **NOMINEE:**

The Allottee/s hereby nominate/s the person whose name and details are more particularly mentioned in the **SECOND SCHEDULE** hereunder written (“**said Nominee**”) as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same. If the Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts/ taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee for the purpose herein mentioned. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Will+Probate/ Succession Certificate/ Letter of Administration and/or such other documents as the Promoter may deem fit, from the said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

11. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:**

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

- 11.1.1 He/she/it/they/is/are entitled to and not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 11.1.2 He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 11.1.3 No receiver and/or liquidator and/or official assignee or any person is

<Promoter>

<Allottee/s>

- appointed in the case of the Allottee/s or all or any of his/her/their/its assets and/or properties;
- 11.1.4 None of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - 11.1.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
 - 11.1.6 No execution or other similar process is issued and/or levied against him/her/them/it and/or against any of his/her/their/its assets and properties;
 - 11.1.7 He/she/it/they has/have not compounded payment with his/her/their/its creditors;
 - 11.1.8 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the New Building and/or the Property and/or Larger Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
 - 11.1.9 He/she/it has not indulged into any activity or offence relating to money laundering; and
 - 11.1.10 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.
- 11.2 The representations and warranties stated in this Clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 12.1 The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Legal Title Report: -
- 12.1.1 The Promoter is well and sufficiently entitled to the development rights the said Property and/or the said Larger Property and construct the New Building thereon and sell the premises therein;
 - 12.1.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the redevelopment of the Larger Property/ Property and construction of the New Building thereon and shall obtain requisite approvals from time to time to complete the redevelopment of the Larger Property/ Property;
 - 12.1.3 There are no litigations pending before the Court of law with respect to the Larger Property and/or New Building/Project save and except those disclosed to the Allottee/s under this Agreement;
 - 12.1.4 All approvals, licenses and permits issued by the competent authorities with respect to the Larger Property and/or New Building/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

<Promoter>

<Allottee/s>

authorities with respect to the Larger Property and/or New Building/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 Larger Property and/or New Building/Project;

- 12.1.5 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 12.1.6 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 12.1.7 The Promoter is entitled to seek amendment of the presently approved layout of the Larger Property for any reason whatsoever;

13. DEFECT LIABILITY:

- 13.1 If within a period of 5 (five) years from the date of handing over possession of the Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the New Building or any defects on account of workmanship, quality or provision of service or any other obligation of the Promoter as per this Agreement, then, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under RERA and RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees of the adjoining apartment/s in the New Building and/or other allottee/s of New Building and/or acts of third party(ies) or by Society Existing Members or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the New Building and/or the Property/ Larger Property. The Allottee/s is/are aware that the said New Building is a monolithic structure and any change/s, alteration/s including breaking of walls or any structural membranes or the construction of any new wall or structural member may adversely impact the said New Building at various places or in its entirety and hence any change/s or alteration/s as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect/s or compensate for the same as mentioned in this Clause and the Allottee/s/Society shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 13.2 It is expressly agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used in the said Premises / New Building, keeping in mind the aforesaid agreed sub-clauses as mentioned in this Clause No. [●].
- 13.3 The Allottee/s agrees and acknowledges that the Promoter is/are providing

<Promoter>

<Allottee/s>

equipment /systems /electronic appliances /sanitary wares /sanitary fittings/doors/fenestrations/ hardware as mentioned in the list of Internal Fittings and Fixtures in this Agreement. The Allottee/s is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/electronic appliances/sanitary wares/sanitary fittings/doors/fenestrations/ hardware. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment /systems/electronic appliances/sanitary wares/sanitary fittings/doors/fenestrations/ hardware. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these systems/appliances.

- 13.4** The Allottee/s shall, with prior [●] ([●]) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the apartment/s of the said New Building in respect whereof, the Allottee/s of such other apartment/s in New Building, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
- 13.5** In case of leakage from wall due to monsoon, same shall be rectified by the Promoter within [●] month of the completion of first monsoon from the date of offer of delivery of possession of the said Premises. Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of offer of delivery of possession of the said Premises. The Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises and in specific any alteration to the structure of the Project, which shall include but not limited to alteration to columns, and beams of the Project.
- 13.6** The Allottee/s shall not make any alterations to any of the fittings, pipes, water supply connections or any erection or make any alteration in the bathroom, toilet or kitchen of the said Premises, which may result in leakage and/or seepage of the water. If any of such work is carried out, without the written consent of the Promoter, then the defect liability of the Promoter shall automatically become inoperative. The word “defect” herein shall mean only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter, and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said Premises /New Building/ Project by the Allottee/s or other occupants/allottee/s of New Building;
- 13.7** The Allottee/s shall be responsible to maintain the said Premises in a proper manner and take all due care needed including but not limited to taking of due care of the joints in the tiles installed in the said Premises by regularly filling white cement/epoxy therein, so as to prevent water seepage;
- 13.8** Where the manufacturer’s warranty as shown by the Promoter to the Allottee/s expires before the Defect Liability Period and such warranty is

<Promoter>

<Allottee/s>

covered under the maintenance of the said Premises / New Building and if the annual maintenance contracts are not renewed by the Allottee/s/ Society, then the Promoter shall not be responsible for any such defects occurring during the Defect Liability Period;

- 13.9** The Allottee/s has/have been made aware and that the Allottee/s expressly agree that the regular wear and tear of the said Premises / New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

14. INDEMNITY:

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

15. CONSTRUCTION OF THIS AGREEMENT:

In this Agreement where the context admits:

- 15.1** any reference to any statute or statutory provision shall include:
- 15.1.1** all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - 15.1.2** any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.
- 15.2** any reference to the singular shall include the plural and vice-versa;
- 15.3** any references to the masculine, the feminine and/or the neuter shall include each other;
- 15.4** the Schedules 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;
- 15.5** references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 15.6** each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits

<Promoter>

<Allottee/s>

the extent or application of another clause;

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

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

16. **NOTICES:**

- 16.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier and/or Registered Post A.D and/or notified Email ID/Under Certificate of Posting and/or hand delivery at their respective addresses as specified in this Agreement and/or the Second Schedule hereunder written;
- 16.2 It shall be the duty of the Allottee/s to inform Promoter of any change in the postal and/or email address subsequent to the execution of this Agreement in the above address by Registered Post A.D. within a period of [•] ([•]) days from the date of such change of address 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.

17. **COSTS & EXPENSES:**

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty on the approved carpet area as per RERA and RERA Rules, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and on this Agreement and on the transaction contemplated herein.

18. **ENTIRE AGREEMENT:**

- 18.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show apartment constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This

<Promoter>

<Allottee/s>

Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s (allotted to the Allottee/s, if any) between the parties hereto.

- 18.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s;
- 18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises and/or of the said Property and/or New 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, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces in New Building, will remain the property of the Promoter until the building/s / structure/s in New Building is conveyed/leased to the Organization/Apex Body and until the said Property is conveyed/leased to the Apex Body as hereinbefore mentioned.

19. **WAIVER:**

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

20. **SEVERABILITY:**

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

21. **FURTHER ASSURANCES:**

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

<Promoter>

<Allottee/s>

created or transferred hereunder or pursuant to any such transaction.

22. PLACE OF EXECUTION:

22.1 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, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

22.2 The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

23. JOINT ALLOTTEES:

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

24. DISPUTE RESOLUTION:

24.1 Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the dispute shall be referred to the Real Estate Regulatory Authority, Mumbai, Maharashtra as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder.

25. GOVERNING LAW:

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

26. RIGHT TO AMEND:

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in

<Promoter>

<Allottee/s>

respect of the New Building and/or the said Project and/or the said Property, shall equally be applicable to and enforceable against any subsequent allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

THE FIRST SCHEDULE HEREINABOVE REFERRED

TO:

PART –A – Larger Property

(Being description of the said Larger Property being redeveloped)

All that piece and parcel of land bearing CTS No.458/A, admeasuring 6705.26 square meters or thereabouts and marked in red colour boundary lines on the layout plan (not to scale), annexed as **Annexure '1'**, situate at Village Kurla Part-3, Taluka Kurla, District Mumbai Suburban lying and being at Sion Trombay Road, Chunabhatti (East), Mumbai – 400 022, in the Registration Sub District of Mumbai and bounded as follows:

On or towards North: By CTS Nos. 459, 634/A, 635/A, and 635/A/1;
 On or towards East: By Existing 18.30 M Wide D.P Road;
 On or towards West: By CTS No. 627;
 On or towards South: By CTS No. 458/B and Existing 18.30 M Wide D.P Road;

PART –B – R.G. Portion

(Being description of the R.G.Portion forming part of the Larger Property)

All that piece and parcel of land bearing CTS No.458/A, admeasuring 746.71 square meters or thereabouts and marked in green colour hatched lines on the layout plan (not to scale), annexed as **Annexure '1'**, situate at Village Kurla Part-3, Taluka Kurla, District Mumbai Suburban lying and being at Sion Trombay Road, Chunabhatti (East), Mumbai – 400 022, in the Registration Sub District of Mumbai and bounded as follows:

On or towards North: By CTS Nos. 459, 634/A, 635/A, and 635/A/1;
 On or towards East: By Existing 18.30 M Wide D.P Road;
 On or towards West: By CTS No. 627;
 On or towards South: By the said Property (as defined in this Agreement).

PART –C – Property

(Being description of the Property forming part of the Larger Property)

All that piece and parcel of land bearing CTS No.458/A, admeasuring 5958.55 square meters or thereabouts and marked in blue colour hatched lines on the layout plan (not to scale), annexed as **Annexure '1'**, situate at Village Kurla Part-3, Taluka Kurla, District Mumbai Suburban lying and being at Sion Trombay Road, Chunabhatti (East), Mumbai – 400 022, in the Registration Sub District of Mumbai and bounded as follows:

On or towards North: By the said R.G.Portion (as defined in this Agreement)
 On or towards East: By Existing 18.30 M Wide D.P Road;

 <Promoter>

 <Allottee/s>

On or towards West: By CTS No. 627;
On or towards South: CTS No. 458/B and Existing 18.30 M Wide D.P Road.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of certain terms and expressions)

Sr. No.	Terms and Expressions	Meaning
1.	Project/New Building	'Codename Younique'
2.	User (Residential or Commercial)	[●]
3.	Unit	Unit No. [●] on the [●] floor, of "[●]" Wing;
4.	RERA carpet area of Unit in square metres (sq.mts.)	[●] sq.mts.
5.	Balcony Area-1 (if available)	[●] sq.mts.
6.	Balcony Area-2 (if available)	[●] sq.mts.
7.	Balcony Area-3 (if available)	[●] sq.mts.
8.	Total Area of the Premises	[●] sq.mts.
9.	Sale Price	Rs. [●]/- (Rupees [●] Only)
10.	Bank Account of the Promoter	Cheque to be Drawn in the name of : [●] Account No: [●] IFSC Code: [●] Bank Name: [●]
11.	Parking Space (if applicable)	[●]
12.	Completion Date	[●], subject to terms of this Agreement.
13.	Said Nominee	Name: [●] Address of Nominee: [●]
14.	Contact Details	Allottee/s email address: [●] Allottee/s phone number: [●]
15.	Aadhar Card Number.	Allottee/s No.1: [●] Allottee/s No. 2: [●]

<Promoter>

<Allottee/s>

16.	PAN	Promoter's PAN: AAICG1291L Allottee/s No.1 PAN: [●] Allottee/s No. 2 PAN [●]

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Schedule of Payment of the Sale Price as payable by the Allottee/s)

<u>MILESTONE</u>	<u>PERCENTAGE OF TOTAL SALE PRICE</u>	<u>DUE DATE OF PAYMENT</u>
Initial Booking Amount (Within 30 days from date of booking)	10%	[●]
Within 60 days from date of booking	10%	[●]
Initiation of Excavation	10%	[●]
Completion of Third Basement	10%	[●]
Completion of Plinth	05%	[●]
Completion of 5th floor Slab	08%	[●]
Completion of 10th floor Slab	08%	[●]
Completion of 15th floor Slab	08%	[●]
Completion of 20th floor Slab	08%	[●]
Completion of Top Slab	08%	[●]
Completion of internal block work and plastering	05%	[●]
Completion of flooring works	05%	[●]
Completion of sanitation works	03%	[●]
On intimation of Possession	02%	[●]

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**PART – I – Common Amenities**

(Being description of the proposed common areas, facilities and amenities of the New Building)

[●]

PART – II – Residential Amenities

(Being description of the proposed common areas, facilities and amenities of Residential Sale Component and Residential Existing Members in the New Building)

[●]

<Promoter>

<Allottee/s>

PART – III –Commercial Amenities

(Being description of the common areas, facilities and amenities of Commercial Sale Component and Commercial Existing Members in the New Building)

[•]

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(Being description of the proposed Internal Fittings and Fixtures in the said Premises)

Sr No	Details of Internal Fittings and Fixtures
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:

(being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No	Particulars	Amount (Rs.)
[•]	[•]	[•]/-
[•]	[•]	[•]/-
[•]	[•]	[•]/-
[•]	[•]	[•]/-
[•]	[•]	[•]/-

<Promoter>

<Allottee/s>

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED AND DELIVERED }
 by the withinnamed “**Promoter**” }
Sheth Smarthomes LLP }
 through its Authorized Signatory/s }
Mr. [●] }
 authorized vide Resolution Dated [●] }

In the presence of }
 1. [●] }
 2. [●] }

SIGNED AND DELIVERED }
 by the withinnamed “**Allottee/s**” }
 1) «name_1» }
 2)«name_2_no» }

In the presence of }
 1. [●] }
 2. [●] }

RECEIPT

RECEIVED of and from the within named Allottee/s a sum of **Rs. [●]/-** (**Rupees [●] Only**) as part payment out of the total Sale Price of **Rs. [●]/-** (**Rupees [●] Only**) (as per the Third Schedule hereinabove written) on execution hereof for the purchase of the said Premises bearing no. [●] on [●] floor, “[●]” Wing, of the Project/New Building known as ‘Codename Younique’ (as mentioned in the Second Schedule herein) in the following manner:

Sr.No.	Date	Cheque No/DD/RTGS/NEFT.	Bank Details	Amount in Rupees (Rs.)
[●]	[●]	[●]	[●]	[●]
TOTAL				[●]

Total In Words: Rupees [●] Only

WE SAY RECEIVED
For Sheth Smarthomes

 <Promoter>

 <Allottee/s>

LLP

Mr. [●]
Authorised Signatory

Witnesses:

1. [●]
2. [●]

DRIFT
Housiey.com

<Promoter>

<Allottee/s>