

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Thane on this [●] day of [●], 20 ____

BETWEEN

SKYLARK BUILDSPACE PRIVATE LIMITED, a company incorporated under provisions of the Companies Act, 2013 having its registered office at 301, 3rd floor, Viraj Tower, Western Express Highway, Near Western Express Highway Metro, Andheri (East), Mumbai-400 093 hereinafter referred to as “**the Promoter**” (which expression shall unless repugnant to the context or the meaning thereof, be deemed to mean and include its successors-in-title, assigns and nominees) of the **FIRST PART**;

AND

[●] Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013/ a limited liability partnership registered under the Limited Liability Partnership Act, 2008/ a Hindu Undivided Family (HUF) by and through its Karta, having their address/registered address/principal place of business for the purpose of these presents at [●] hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s his/her/their heirs, executors, administrators and permitted assigns 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 HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **SECOND PART**.

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

WHEREAS:

- A.** The Promoter is the sole and absolute owner of and intends to undertake development of all those pieces and parcels of land admeasuring approximately **23,856.36 square meters** in aggregate bearing CTS numbers (1) 449 (part) admeasuring 25.04 square meters, (2) 450 (part) admeasuring 1,379.19 square meters, (3) 451 admeasuring 10.62 square meters, (4) 455/A (part) admeasuring 1,590.44 square meters, (5) 459 admeasuring 1,757.83 square meters, (6) 460 (part) admeasuring 723.81 square meters, (7) 461 (part) admeasuring 1,398.61 square meters, (8) 462 admeasuring 275.84 square meters, (9) 463 admeasuring 1,293.29 square meters, (10) 464/1 (part) admeasuring 8,108.59 square meters, (11) 464/2 admeasuring 358.25 square meters, (12) 465/1 (part) admeasuring 24.28 square meters, (13) 465/2 admeasuring 509.21 square meters, (14) 466/A/1 (part) admeasuring 1,836.64 square meters, (15) 466/A/2 (part) admeasuring 204 square meters, (16) 467/A admeasuring 2677 square meters, (17) 538/1 admeasuring 740.24 square meters and (18) CTS No. 538/2 admeasuring 620.84 square meters and (19) CTS No. 538/3 admeasuring 322.64 square meters all lying, being and situated at Village Owale, District Thane, Ghodbunder Road within the limits of Thane Municipal Corporation (“TMC”) (“**the Larger Layout/Larger Land**”) in accordance with applicable laws (as amended / modified from time to time), including the provisions of Unified Development Control and Promotion Regulations (“UDCPR”) as applicable from time to time. The **Larger Layout** is more particularly described in the **Part A** of the **First Schedule** hereunder written and is demarcated with thick majenta colour boundary on the plan annexed hereto and marked as **Annexure “1”**.
- B.** The areas mentioned herein above are approximate. At the time of handing over of the Larger Layout/Larger Land to the Apex Body, the area that is minimum as per revenue records/conveyance/development agreement documents/physical possession will be considered.
- C.** Pursuant to the conveyance of the Larger Land in favour of Promoter, land bearing following CTS numbers have undergone further sub-division and the details pertaining to the lands owned by the Promoter are as follows:
- (i) Land bearing CTS No. 451 got subdivided inter alia as CTS no. 451/2 (part) admeasuring 10.62 square meters,
 - (ii) Land bearing CTS No. 455/A (part) got subdivided inter alia as CTS No. 455/A/1 admeasuring 1,590.44 square meters,
 - (iii) Land bearing CTS No. 460 (part) got subdivided inter alia as CTS No. 460/1 admeasuring 723.81 square meters,
 - (iv) Land bearing CTS No. 461 (part) got subdivided inter alia as CTS No. 461/1 admeasuring 1,398.61 square meters, and
 - (v) Land bearing CTS No. 464/1 (part) admeasuring 8,108.59 square meters or thereabouts got subdivided inter alia CTS No. 464/1/1 admeasuring 8,001.87 square meters and CTS No. 464/1/3 admeasuring 106.71 square meters.
- D.** The Allottee/s is/are duly informed that the Promoter is in discussions/proposes to exchange all those pieces and parcels of land admeasuring approximately 2,014.94 square meters which forms a part of the Larger Layout (“**Promoter’s Pre Exchange**”).

Land”) with a portion of land bearing CTS No. 466/A/1 (**“Promoter’s Post Exchange Land**”) which is currently out of the Larger Layout but is contiguous to the Larger Layout. The Promoter’s Pre Exchange Land is identified with dark orange colour boundary line on the plan annexed hereto and marked as **Annexure “2”** and the Promoter’s Post Exchange Land is identified with dark blue colour boundary line on the plan annexed hereto and marked as **Annexure “3”**. In such case that the exchange is successful as aforesaid, the revised Larger Layout shall continue to be referred to as Larger Layout and the **Part A** of the **First Schedule** pertaining to the Larger Land shall accordingly be revised which will also include additional DP Road to be handed over.

- E.** Out of the Larger Land, a part of the area is affected by the DP Road reservation (**“DP Road portion”**) and is washed with yellow colour on the plans annexed hereto and marked as **Annexure “2”** and **Annexure “3”**. The DP Road portion will be handed over to TMC and the benefits arising out of the handover shall be dealt with/utilized by the Promoter at their sole option including but not restricted to loading the same or part thereof on the the Larger Land.
- F.** The Promoter undertakes to develop the Larger Land by constructing multiple real estate projects on the Larger Land as approved/to be approved by the TMC.
- G.** The Allottee/s is/are duly informed that the Promoter retains the option to utilize any portion of the balance FSI potential of the Larger Layout on to the adjoining layout/lands to be developed by the Promoter or their nominee/s and/or their assign/s and vice-versa. Further, the Allottee/s are being made specifically aware that, there may be common approvals / sanctions for the Larger Layout and the adjoining layout/lands but always without affecting any approval of the Larger Layout.
- H.** The Allottee/s is/are duly informed that the Promoter may at its sole discretion not develop some portions of lands forming part of the Larger Layout and may undertake separate and independent development thereof such that such portions may not form part of the Larger Layout and shall accordingly not be handed over to the Apex Body. In this regard, the Promoter shall be duly entitled to utilize the portion of the FSI potential of the Larger Layout on such portions not forming part of the Larger Layout and vice-versa. Further, there may be common approvals / sanctions for the Larger Layout and such portions not forming part of the Larger Layout but always without affecting any approval of the Larger Layout.
- I.** The Allottee/s is/are duly being informed that a portion of the Larger Land which is delineated in green color wash on the plan annexed hereto and marked as **Annexure “2” and Annexure “3”** is granted as a permanent right of way from the 30 meter wide proposed DP road to the TMC amenity land (**“Amenity Access Road”**). The access to and fro the permanent right of way as mentioned here shall be only from the 30 meter wide proposed DP road. It is explicitly clarified that the ownership of the said right of way will perpetually vest and remain with Promoter and / or it’s successors, assigns and/or parties claiming by, through, under and/or on behalf of such parties etc. The Promoter and / or it’s successors, assigns and/or parties claiming by, through, under and/or on behalf of such parties shall always keep this right of way unencumbered. The Society/Apex Body will be responsible for maintaining this Amenity Access Road.
- J.** The principal and material aspects of the development of the Larger Layout (**“Larger Development”**) as disclosed by the Promoter are briefly stated below:

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- (i) The area of the Larger Layout upon which the Larger Development is being developed is approximately **23,856.36 square meters** or thereabouts in aggregate.
- (ii) The Larger Layout shall consist of multiple real estate projects which may include buildings for mixed-use purpose namely for residential, commercial, shopping complexes / malls, schools, retail shops, hotels, hospitals and such other users as may be permitted from time to time at the option of the Promoter. The Promoter has envisaged different options to develop the Larger Layout, the brief details thereof are as under:

(A) Layout Option 1 :

- a. Tower 1 (currently known as Codename Lottery – Tower 1 - present Real Estate Project). Amenity(ies)/recreational area within the building footprint as will be approved will be common for Tower 1 and Tower 2 allottee/s. The Promoter may propose to enhance/relocate the amenity(ies) provided, subject to various planning constraints and in which case such amenity(ies) if made available shall be located on the part 1st and/or 2nd residential floor.
- b. Tower 2 (registered as a separate real estate project and known as Codename Lottery). Amenity(ies)/recreational area within the building footprint as will be approved will be common for Tower 1 and Tower 2 allottee/s. The Promoter may propose to enhance/relocate the amenity(ies) provided, subject to various planning constraints and in which case such amenity(ies) if made available shall be located on the part 1st and/or 2nd residential floor.
- c. A common podium connecting Tower 1 and Tower 2 [consisting of ground floor (parking for 2 wheelers and/or 4 wheelers) + 1st level podium (parking for 2 wheelers and/or 4 wheelers) + top of 1st level podium/2nd podium floor* (consisting of ground + 1st floor Club House & amenity(ies)/recreational area)], all of which will be common for Tower 1 and Tower 2 allottee/s.
- d. Part basement** for services such as fire tank, pump room, water tank, etc.

NB - *In such case that there is an increase in the podium floors, then Club House & amenity(ies)/recreational area will be located on the top of 2nd level podium / 3rd podium floor. In such case, there may be a change in size and number of units on 1st and/or 2nd residential floors only.

**The basement footprint may be expanded to accommodate additional parking spaces as well as services as may be approved by the Competent Authority.

Proposed development as per Layout Option 1 is identified on the plan annexed hereto and marked as **Annexure “4”**.

(B) Layout Option 2 (Post Promoter's Post Exchange Land):

- a. Tower 1 [currently known as Codename Lottery – Tower 1 - present Real Estate Project (with amended footprint)]. Amenity(ies)/recreational area within the building footprint as will be approved will be common for Tower 1 and Tower 2 allottee/s. The Promoter may propose to enhance/relocate the amenity(ies) provided, subject to various planning constraints and in which case such amenity(ies) if made available shall be located on the part 1st and/or 2nd residential floor.
- b. Tower 2 (registered as a separate real estate project and known as Codename Lottery). Amenity(ies)/recreational area within the building footprint as will be approved will be common for Tower 1 and Tower 2 allottee/s. The Promoter may propose to enhance/relocate the amenity(ies) provided, subject to various planning constraints and in which case such amenity(ies) if made available shall be located on the part 1st and/or 2nd residential floor.
- c. A common podium connecting Tower 1 and Tower 2 [consisting of ground floor (parking for 2 wheelers and/or 4 wheelers) + 1st level podium (parking for 2 wheelers and/or 4 wheelers) + top of 1st level podium / 2nd podium floor* (consisting of ground + 1st floor Club House & amenity(ies)/recreational area - amended location/shape)], all of which will be common for Tower 1 and Tower 2 allottee/s.
- d. Part basement** for services such as fire tank, pump room, water tank, etc.

NB - *In such case that there is an increase in the podium floors, then Club House & amenity(ies)/recreational area will be located on the top of 2nd level podium / 3rd podium floor. In such case, there may be a change in size and number of units on 1st and 2nd residential floors only.

**The basement footprint may be expanded to accommodate additional parking spaces as well as services as may be approved by the Competent Authority.

Proposed development as per Layout Option 2 is identified on the plan annexed hereto and marked as **Annexure "5"**.

(C) Layout Option 3 (Post Promoter's Post Exchange Land):

- a. Tower 1 (currently known as Codename Lottery – Tower 1 - present Real Estate Project). Amenity(ies)/recreational area within the building footprint as will be approved will be common for Tower 1 and Tower 2 allottee/s. The Promoter may propose to enhance/relocate the amenity(ies) provided, subject to various planning constraints and in which case such amenity(ies) if made available shall be located on the part 1st and/or 2nd residential floor.

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- b. Tower 2 (registered as a separate real estate project and known as Codename Lottery). Amenity(ies)/recreational area within the building footprint as will be approved will be common for Tower 1 and Tower 2 allottee/s. The Promoter may propose to enhance/relocate the amenity(ies) provided, subject to various planning constraints and in which case such amenity(ies) if made available shall be located on the part 1st and/or 2nd residential floor.
- c. A common podium connecting Tower 1 and Tower 2 [consisting of ground floor (parking for 2 wheelers and/or 4 wheelers) + 1st level podium (parking for 2 wheelers and/or 4 wheelers) + top of 1st level podium / 2nd podium floor* (consisting of ground + 1st floor Club House & amenity(ies)/recreational area - amended location/shape)], all of which will be common for Tower 1 and Tower 2 allottee/s.
- d. In this layout option on a portion of the existing Larger Layout admeasuring approximately 4,566.90 square meters or thereabouts, an additional tower (for mixed-use purpose/ commercial use / any other user as may be permitted) is proposed to be registered subsequently as a separate real estate project (**“Separate Layout Land”**) and as more particularly described in **Part C of First Schedule**. In this layout option, the said Separate Layout Land shall not form a part of the existing Larger Layout and shall be a separate layout for the additional tower and consequently, the area of the Larger Layout as described in **Part A of First Schedule** shall stand reduced to the extent of approximately 4,566.90 square meters or thereabouts and shall admeasure approximately 19,289.46 square meters or thereabouts.
- e. Part basement** for services such as fire tank, pump room, water tank, etc.

NB - *In such case that there is an increase in the podium floors, then Club House & amenity(ies)/recreational area will be located on the top of 2nd level podium / 3rd podium floor. In such case, there may be a change in size and number of units on 1st and 2nd residential floors only.

**The basement footprint may be expanded to accommodate additional parking spaces as well as services as may be approved by the Competent Authority.

Proposed development as per Layout Option 3 is identified on the plan annexed hereto and marked as **Annexure “6”**.

- (iii) The Promoter shall independently register the aforesaid two or more real estate projects in accordance with the provisions of RERA. The Promoter reserves the right to rename the aforesaid real estate projects during its development and/or develop additional real estate project/s in addition to the above real estate projects as the Promoter deems fit and appropriate.
- (iv) The Promoter proposes to eventually consume a total FSI of either approximately 2,00,000 square meters (including ancillary FSI) and/or the maximum development potential of the Larger Layout as is/may be

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permissible from time to time under the governing regulations (“**Total FSI**”), for the construction of all the new building/s on the Larger Layout which will be registered as separate RERA projects.

- (v) In the event of amalgamation/clubbing of any of the adjoining plots, amendments in UDCPR/FSI, by which the Total FSI shall increase, then the term Total FSI shall be deemed to be inclusive of such increased FSI.
- (vi) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Larger Layout. The Promoter shall be entitled to place, select, decide the sites and put hoarding/boards of their logo and/or brand name or any other logo and/or brand name as decided by the Promoter from time to time, in perpetuity in the form of neon signs, MS letters, and vinyl & sun boards or any other form on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Larger Layout from time to time and all revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society.
- (vii) The Promoter shall be entitled to confer / cause to confer title of particular building/ tower to such Societies/Apex Bodies, as mentioned hereinbelow.
- (viii) The details of the formation of the Society/Apex Body and the conferment of title upon the Society/Apex Body with respect to the said Real Estate Project/Project Land and all the common areas, facilities and amenities, common podiums and other spaces and areas in the said Real Estate Project/Project Land are setout hereinbelow.
- (ix) The common areas, facilities and amenities located in the Larger Development that may be usable by the Allottee/s of Larger Development excluding the allottee/s of commercial units in the Larger Development, are listed in the **Part A, C, D and E of the Second Schedule** hereunder written (“**Larger Development Amenities**”). The Allottee/s shall bear and pay usage charges as may be fixed by the Promoter and also the taxes as may be applicable thereon for utilizing the amenities which are chargeable.
- (x) The Larger Development Amenities shall be constructed in a phase-wise manner and shall be completed at or around obtainment of the occupation certificate of the last real estate project in the Larger Development. Further, the Promoter reserves the right to substitute, upgrade, modify, relocate or enhance any or all the Larger Development Amenities.
- (xi) The Promoter would be entitled to aggregate/amalgamate/club any contiguous land parcel with the development of the Larger Layout, as provided under the Proviso to Rule 4(4) of the RERA Rules. In the event of amalgamation and/or clubbing of the Larger Layout with the adjoining land parcels, the Larger Development Amenities and facilities comprised in the **Part A, C, D and E of the Second Schedule** including access roads shall be used by the flat/unit

purchasers of the building/s constructed on the adjoining/neighbouring plots also. Upon completion of the amalgamated Larger Layout, there will be certain expenses that will be common to all the societies/buildings (like main gate security, common area electricity, maintenance of common areas including access roads, etc.). These common expenses shall be borne equally out of the maintenance charges collected by the individual societies.

- (xii) The access roads to and fro the Larger Land including those abutting the Larger Land shall be common to various real estate project/s located within the Larger Layout, excluding the Amenity Access Road, at Promoter's option to any person/s, at any point during the development of the Larger Layout and to any lands within the Larger Layout.
 - (xiii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Layout, in full or in part, as may be required under applicable law from time to time.
- K.** The Allottee/s acknowledge/s and confirm/s that the Promoter proposes to undertake construction on the Larger Layout by utilization of the full and maximum development potential of the Larger Layout in accordance with the approvals and permissions obtained/ to be obtained from time to time and as disclosed in the layout plan which is annexed to this Agreement as **Annexure "1"**, which tentatively indicates the present/future/new buildings/towers/wings that may be built on the Larger Land / Project Land as separate real estate project/s. The Promoter reserves its rights and is and shall continue to be entitled to amend, modify and/or substitute the proposed layout including any future and further development of the Larger Layout and / or the Project Land (defined below) including the location of the reservations, if any, affecting the Larger Layout and to be constructed at any place on the Larger Layout, in full or in part, as may be required by the Promoter from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the Larger Layout anywhere on the Larger Layout, in a phase-wise manner as may be deemed fit and proper by the Promoter, including by implementing various schemes / regulations as mentioned in the UDCPR or based on expectation of increased FSI / development potential which may be available in future on modification of provisions UDCPR as applicable from time to time, which are applicable to the development of the Larger Layout inter alia in consonance with revised UDCPR. Any amendments to the Larger Layout in accordance with the approvals and permissions and what is stated herein will result and require changes to the Larger Layout.
- L.** The Promoter has submitted the proposal for the development of the Larger Land under regulation 7.7 of UDCPR (i.e. Development of Housing for EWS/LIG).
- M.** The Promoter proposes to build meditation centre (proposed religious structure / mandir subject to the approvals by the Concerned Authorities and in accordance with applicable laws) for the allottee/s of the real estate project/s in the Larger Layout.
- N.** The Larger Layout development shall also consist of a club house on the 2nd podium floor in consonance with the approvals by the Competent Authorities ("**Club House**"). The Allottee/s is/are being made explicitly clear that the shape of the Club

House will alter post conveyance of Promoter's Post Exchange Land. The Club House shall allow serving only pure vegetarian food and no non-vegetarian food shall be allowed to be brought in or served in the Club House. Consumption of alcohol, food items and smoking shall not be permitted anywhere within the Club House or amenity areas.

- O.** If insisted by the regulatory authority the Larger Layout development may accommodate an electricity receiving station and/or electricity sub-station in compliance with the terms and conditions of the authority for the benefit of real estate project/s in the Larger Layout and/or for the other projects in the vicinity.
- P.** The Promoter is desirous to develop a real estate project known as **“Codename Lottery – Tower 1” (said “Real Estate Project”)** on a portion of the Larger Land admeasuring 1,673.75 square meters or thereabouts more particularly described in the **Part B** of the **First Schedule** hereunder written and demarcated with thick red boundary on the plan annexed hereto and marked as **Annexure “1”**. The development of the Real Estate Project shall be on the undivided portion of the Larger Land which in totality admeasures approximately 23,856.36 square meters. The footprint of the said Real Estate Project is approximately 1,673.75 square meters (**“Project Land”**), the land area uploaded on MahaRERA for the purpose of registration is approximately 23,109.93 square meters, which is as per the current Sanctioned Layout Plan.
- Q.** The Promoter proposes to develop the Project Land by utilization of the full development potential (present and future) of the Larger Land including but not limited to basic FSI and/or built-up area and FSI and/or built-up area obtained either with or without payment of premium or any other charges to the Government Authorities with respect thereto (including but not limited to architectural projections and any other free of FSI area, if any) together with the spillover FSI- premium, FSI- ancillary and FSI-TDR, etc. as available on the Larger Land from time to time as per the provisions of Unified Development Control and Promotion Regulations (**“UDCPR”**) and other applicable laws.
- R.** Details of mortgage(s) with respect to the said Land (or part thereof) are outlined in the financial encumbrance certificate as updated on the MahaRERA website.
- S.** The Promoter is currently undertaking development of Tower 1, a Real Estate Project known as **“Codename Lottery – Tower 1”** having residential and commercial units alongwith other areas, amenities common to the Larger Layout in compliance with the approvals by the Concerned Authorities and in accordance with applicable laws, the details of which are mentioned hereinbelow:

Particulars	Usage
Tower-1	
Basement	Services
Stilt/Ground Floor	Parking + Commercial
01 st Floor	Society Office + Meter Room + Fitness Centre + Part Residential Units
02 nd Floor	Residential units

Meditation centre in the Larger Layout as detailed hereinbelow.

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- T. The proposed profile of the Tower 1, a Real Estate Project known as “**Codename Lottery – Tower 1**” having residential and commercial units alongwith other areas, amenities common to the Larger Layout is as under:

Basement	Services
Stilt/Ground Floor	Parking + Commercial
01 st Floor	Meter Room + Part Residential Units
02 nd Floor	Society Office + Fitness Centre + Creche + Part Residential Units
3rd floor to 45th Floor	Residential units
8 th , 13 th , 18 th , 23 rd , 28 th , 33 rd , 38 th , 43 rd floor	Residential units + Refuge area
Terrace	Services

Meditation centre in the Larger Layout as detailed hereinbelow.

- U. The Promoter has independently registered Codename Lottery – Tower 1 in accordance with the provisions of RERA. The Promoter reserves the right to rename Codename Lottery – Tower 1 during its development and/or develop additional real estate project/s in addition to the above real estate project/s as the Promoter deems fit and appropriate.
- V. By and under its Letter dated 13th September, 2024 bearing reference no. TMCB/7003/2023/0090 and such other permissions as may be granted from time to time, the TMC has approved the plans till 2nd floor and granted Commencement Certificate till 2nd floor (“**Commencement Certificate**”) for Codename Lottery – Tower 1 on the Project Land. Copy of the Commencement Certificate/s is/are hereto annexed and marked as **Annexure “7”**. The Promoter has sufficiently and adequately disclosed to the Allottee/s that the current Commencement Certificate is approved till 2nd floor. If for any unforeseen reasons, including that of the competent authority/ies, there will be a change required in the number of floors of the Real Estate Project, there could be a change in the total number of floors and the Allottee/s shall consent to the same, if required or called upon to do so.
- W. The Allottee/s has/have been further explained by the Promoter and the Allottee/s understand/s that there might be a change in the area of the said Premises in future on account of change in applicable laws, amended agreements/understandings and/or availability of further FSI. Additionally, as a result of planning requirements and an increase in the number of utility services amongst other things as the Promoter may think fit and necessary, there may be decrease in number of parking spaces and/or units.
- X. The said Real Estate Project known as “**Codename Lottery – Tower 1**” is registered as a real estate project with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”), modified from time to time. The Authority has duly issued the Certificate of Registration No. _____ dated _____ and as may be re-issued from time to time for the Real Estate Project (“**RERA Certificate**”) and a copy of the RERA Certificate is annexed and marked as **Annexure “8”** hereto.

- Y.** The manner in which the Promoter has purchased / acquired the ownership and/or development rights of the Larger Land, if any, is duly set out in the Title Certificate (as defined hereinbelow).
- Z.** The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
- (i) The Real Estate Project is known as '**Codename Lottery – Tower 1**'.
 - (ii) The Promoter hereby and herein adequately and clearly declares that the Real Estate Project intends to be developed upto a maximum of 45 habitable floors and once such approval is accorded there may be an increase in the number of car parking space/s to be provided to the allottees. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, fire check floor, fire chute, other services, etc.). The Promoter also reserves the right to increase the number of podium(s) and/or basement(s). In such an event, the Allottee/s shall consent to the same, if required or called upon to do so .
 - (iii) The Allottee/s has been explained by the Promoter and the Allottee/s understand/s that the Promoter may in its discretion including but not limited to planning constraints or on account the height not being sanctioned or for any other reason may construct a building of the floors less than the aforesaid upto a maximum of 45 floors. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, fire check floor, fire chute, other services, etc.), subject to any of these changes not affecting the location of the said Premises (defined hereunder).
 - (iv) The Allottee/s has/have been further explained by the Promoter and the Allottee/s understand/s that there might be a change in sharing of the premises in future on account of change in applicable laws, amended agreements/understandings and/or availability of further FSI.
 - (v) At present, FSI of 50,088.58 square meters has been sanctioned for the real estate project "**Codename Lottery**" and FSI of 3,632.23 square meters has been sanctioned for the Real Estate Project "**Codename Lottery – Tower 1**" and FSI of 65.13 square meters has been sanctioned for the meditation centre, for consumption in the construction and development of the Larger Layout. The Promoter proposes to eventually consume a further FSI out of balance 1,46,214.06 square meters once generated and approved from the Total FSI as aforesaid.
 - (vi) The common areas, facilities and amenities located in the Real Estate Project that are for the use of the Allottee/s of the Real Estate Project are listed in the **Part B of the Second Schedule** hereunder written ("**Real Estate Project Amenities**"). The Allottee/s of commercial units shall not be entitled to use the Real Estate Project Amenities.
- AA.** On the balance portion of the Larger Layout, the Promoter proposes to construct other real estate project/s from time to time which will inter-alia comprise of a mixed use of residential / commercial / other users, shopping complexes / malls, schools, retail

shops, hotels, hospitals and such other users as may be permitted from time to time, in the manner the Promoter deems fit.

- BB.** The Allottee/s being desirous of purchasing a residential premises / commercial premises / unit in the Real Estate Project as more particularly described in the **Fourth Schedule** hereunder written (hereinafter referred to as the "**said Premises**") has / have approached the Promoter and requested to allot to him/her/it/them the said Premises.
- CC.** The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee/s has/have understood and conceded to the development of the Larger Layout. The Allottee/s has/have also examined all the documents and information uploaded by the Promoter on the website of the Authority at <https://maharera.mahaonline.gov.in>. as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- DD.** The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Real Estate Project shall be under the professional supervision of the Licensed Engineer and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- EE.** The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed on the Project Land and to enter into this Agreement with the Allottee/s of the said Premises and to receive the Sale Consideration in respect thereof.
- FF.** On demand from the Allottee/s, the Promoter have given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Licensed Engineer of the Promoter, Rajesh Khandeparkar (URBDES), and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:
- (i) All the title deeds, documents, etc., referred to in this Agreement.
 - (ii) All the title deeds and documents in relation to the Project Land.
 - (iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the Project Land including the Sanctioned Layout Plan, building plan, floor plan and the Commencement Certificate; and
 - (iv) Copy of the Title Certificate dated 27th September 2024, and such other title reports/certificates as may be issued from time to time "**Title Certificate**" certifying the right/entitlement of the Promoter is annexed and marked as **Annexure "9"**.
 - (v) Copies of all deeds and documents as referred to in the said Title Certificate.
 - (vi) The copies of the Property Register Cards / 7/12 Extracts of each of the lands forming part of the Project Land are annexed hereto as **Annexure "10" (collectively)**.

- (vii) The present Sanctioned Layout Plan of the Real Estate Project is annexed hereto and marked as **Annexure “11”**. The quantum of the Total FSI namely basic FSI, FSI against road widening (setback), incentive FSI against handing over of amenity, ancillary FSI, TDR, premium FSI, if any, is detailed in the Sanctioned Layout Plan. The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure “12”**.
- GG.** The carpet area (as defined under RERA) of the said Premises is as setout in the **Fourth Schedule** hereunder written.
- HH.** While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- II.** Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.
- JJ.** The Promoter shall commence/has commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.
- KK.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- LL.** Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to undertake the said construction on the Project Land/Larger Layout, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein; (ii) the nature and development on the Larger Layout as proposed by the Promoter and disclosed in the layout plan; and (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.
- MM.** The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase from the Promoter the said Premises for a lumpsum consideration as set out in the **Fourth Schedule (“Sale Consideration”)** hereunder written and upon the terms and conditions mentioned in this Agreement.

- NN.** The Allottee/s agree/s and confirm/s that the Sale Consideration referred in **Fourth Schedule** to be paid by the Allottee/s to the Promoter is after taking into account all the benefits available and / or derived on account of GST and/or transition to GST. In case if the benefits available and/or derived under the GST laws, are reduced due to change in the Law / Rules / Regulations and / or on account of change in the interpretation by the Tax Authorities, then the Allottee/s agree and confirm that, the Promoter shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits. It is agreed and clarified that the Sale Consideration shall be paid by the Allottee/s as mentioned in the **Fifth Schedule**.
- OO.** Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- PP.** In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises on the terms and conditions hereinafter appearing.
- QQ.** The Parties, relying on the aforesaid 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.

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

- 1.** The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
- 2.** The Promoter is currently undertaking development of Tower 1, a Real Estate Project known as “**Codename Lottery – Tower 1**” having residential and commercial units alongwith other areas, amenities common to the Larger Layout in compliance with the approvals by the Concerned Authorities and in accordance with applicable laws, the details of which are mentioned hereinbelow:

Particulars	Usage
Tower-1	
Basement	Services
Stilt/Ground Floor	Parking + Commercial
01 st Floor	Society Office + Meter Room + Fitness Centre + Part Residential Units
02 nd Floor	Residential units

Meditation centre in the Larger Layout as detailed hereinbelow.

The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **Part B of the Second Schedule** hereunder written.

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The proposed profile of the Tower 1, a Real Estate Project known as “**Codename Lottery – Tower 1**” having residential and commercial units alongwith other areas, amenities common to the Larger Layout is as under:

Basement	Services
Stilt/Ground Floor	Parking + Commercial
01 st Floor	Meter Room + Part Residential Units
02 nd Floor	Society Office + Fitness Centre + Creche + Part Residential Units
3rd floor to 45th Floor	Residential units
8 th , 13 th , 18 th , 23 rd , 28 th , 33 rd , 38 th , 43 rd floor	Residential units + Refuge area
Terrace	Services

As recited hereinabove, the Promoter proposes to build meditation centre (proposed religious structure / mandir subject to the approvals by the Concerned Authorities and in accordance with applicable laws) for the allottee/s of the real estate project/s in the Larger Layout, an electricity receiving station and/or electricity sub-station.

- 3.** In case of any increase in the existing/approved FSI for any reason as stated herein under, the Promoter intends to utilize such increased FSI in the Real Estate Project which could lead to increase of podium floors and / or commercial floor/s / units and / or residential floor/s / units. Additionally, as a result of planning requirements and an increase in the number of utility services amongst other things as the Promoter may think fit and necessary, there may be decrease in number of parking spaces and/or units.

PROVIDED THAT the Promoter shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government Authority/ies and/or by the Chief Fire Officer with respect to regulations for high rise buildings or due to change in law or any change as contemplated by any of the disclosures made to the Allottee/s. **‘Adversely Affected’** for the purposes of this clause shall mean a change in the location of the said Premises within the Real Estate Project.

Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, by obtaining 2/3rd consent of concerned Adversely Affected allottee/s in the Real Estate Project as the case may be. It is clarified that the consent of those Allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required. It is further clarified that only if the premises allotted to the Allottee/s under this Agreement is relocated anywhere else in the Real Estate Project and/or the Larger Layout, the Allottee/s shall be deemed to be Adversely Affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the said Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements and the Allottee/s shall consent to the same, if required or called upon to do so..

4. **DISCLOSURES AND TITLE:**

- (i) The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of their right, title and interest in the Real Estate Project and the proposed development on the Larger Layout and the said Premises and the Allottee/s has/have taken full, free and complete disclosure of the right, title and interest of the Promoter to the said development, the said Premises and the Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves /itself of the particulars and disclosures, including the following:
- (a) Nature of the right, title and interest of the Promoter to undertake construction on the Project Land / Larger Land and the development of the Real Estate Project and the encumbrances thereon;
 - (b) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;
 - (c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Third Schedule** hereunder written;
 - (d) FSI utilized and/or to be utilized in the Real Estate Project / the Larger Land as setout herein;
 - (e) The nature of the organization to be constituted of the Allottee/s of the premises in the Real Estate Project and the Allottee/s of the other real estate project/s in the Larger Layout;
 - (f) The approvals to be obtained, in relation to the Real Estate Project / development on the Larger Layout;
 - (g) Nature of responsibilities of the Promoter and Allottee/s under this Agreement;
 - (h) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings.
 - (i) The nature of the right, title and interest of the Allottee/s in the said Premises hereby agreed to be created.
- (ii) The Promoter would be entitled to aggregate/amalgamate/club any contiguous land parcel with the development of the Larger Layout, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.
- (iii) The Promoter is entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclosed herein.

- (iv) The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the development of the Larger Layout and the said Premises and has/have satisfied himself/herself/themselves/itself in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirm/s that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Real Estate Project, the development of the Larger Layout and the said Premises and doth hereby agree/s and undertake/s not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has/have agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.
- (v) It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, facility charges, taxes including property tax, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.
- (vi) The Allottee/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoter shall have option to allot any other premises of the same area, in lieu of the said Premises hereby agreed to be sold, provided that the Sale Consideration shall be adjusted at the same rate as agreed herein.

5. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the said Premises, as more particularly described in the **Fourth Schedule** hereunder written and as shown hatched with black colour on the sanctioned floor plan annexed and marked as **Annexure "12"** hereto, at and for the Sale Consideration as set out in the **Fourth Schedule** hereunder written. The Allottee/s hereby confirm(s)/undertake(s) that he/she/they/it is/are law abiding citizen/s and that the Sale Consideration including Other Charges and taxes paid/payable under this Agreement is/shall be funded from their own bonafide employment/business earnings or by procuring financial assistance from Financial Institution(s)/lender. The Allottee/s indemnifies the Promoter explicitly to this extent.
- (ii) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____ (Rupees _____)

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and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFSC Code _____ situated at _____ as more particularly described in the **Fourth Schedule** hereunder written and hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **Fifth Schedule** hereunder written. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

- (iii) The Promoter shall issue demand and/or tax invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due and as more particularly detailed out in the **Fifth Schedule** hereunder written (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). The payment shall be made by the Allottee/s within 7 (seven) days from the date of receipt of demand and/or tax invoice raised by the Promoter for the payment of the Installment, time being the essence of this contract. To clarify further, the completion of a particular milestone shall not necessarily mean, and it should not be interpreted in the same chronological manner or in the order specified in the **Fifth Schedule** hereunder written and the demand and/or tax invoice to the Allottee/s shall be raised in accordance with completed milestone till such date. Further in future communications/demand and/or tax invoice, wherever the reference of said Real Estate Project shall appear to be construed and mean as the tower in which the said Premises is located.
- (iv) The payment by the Allottee/s in accordance with the **Fifth Schedule** is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the **Fifth Schedule** hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (v) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Project and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under 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 by whatsoever name / nomenclature 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. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Promoter or by the Promoter against any authority/ies or third party on account of such liability arising out of non-payment and/or any other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes and this Agreement of the aforesaid amounts / taxes by the Allottee/s.

- (vi) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto as also Other Charges set out in **Sixth Schedule** hereunder written ("**Other Charges**"). The Other Charges are tentative and indicative, and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in the Other Charges as set out above shall be intimated by the Promoter to the Allottee/s around when the final demand and/or tax invoice is raised before handing over possession of the said Premises to the Allottee/s. The heads of Other Charges mentioned hereinabove are only indicative and not exhaustive and the Allottee/s agrees to pay such increase in the Other Charges as the Promoter may indicate to the Allottee/s, without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s that the payment of Other Charges shall be a precondition for handing over possession of the said Premises. The Promoter and/or Agency/Facility Manager shall maintain a separate account in respect of the sums to be received from the Allottee/s towards Part A of the Other Charges and shall utilize the amounts only for the purposes for which they have been received, which will be intimated by the Promoter and/or Agency/Facility Manager to the Allottee/s before the time of handing over of the possession of the said Premises.
- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand and/or tax invoice on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter shall enclose the notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter and/or tax invoice being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the TMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) on account of structural design and construction variances or for planning and other constraints. **In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal after refitting of such finishes shall be solely borne and paid by the Allottee/s alone.** The total Sale Consideration payable on the basis of the re-measured carpet area

of the said Premises, shall be recalculated by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then the Promoter shall refund the proportionate excess money paid by the Allottee/s within 45 (forty-five) days from the date of handing over of possession of the said Premises with an annual interest at the rate specified in the RERA Rules, from the date of such joint measurement. **Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottee/s fails to take possession in accordance with the Possession Notice, as detailed out in Clause 9 below.** If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, **which shall be payable by the Allottee/s on or prior to taking possession of the said Premises.** It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in the **Fifth Schedule** hereunder written. **Failure to make payments by the Allottee/s shall amount to be “default” and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. After the possession of the said Premises is handed over to the Allottee/s, he/she/they/it shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.**

- (ix) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head/s of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in their sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (x) The Promoter hereby agrees to permit/authorise to the Allottee/s parking space(s) as more particularly described in the **Fourth Schedule** (“**the said Car Parking Space**”) hereunder written.
- (xi) The Promoter has agreed to provide for the exclusive use of the Allottee/s with the said Premises, **the said Car Parking Space in the form of Mechanical / Puzzle / Tower / Robotic / MLCP / Stack / standalone or whatsoever parking system the Promoter might construct at their sole discretion. The Allottee/s agree/s and acknowledge/s that:**
 - (a) **The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regards to the said Car Parking Space by the Promoter and/or the Society of the Allottee/s in the Real Estate Project and shall pay such outgoings (including property tax) in respect of the said Car Parking Space as may be levied by the Promoter or the Society of Allottee/s in the Real Estate Project. Further, the Allottee/s agree/s not to dispute about the location of the said Car Parking Space and/or the suitability thereof at any time in future.**
 - (b) **The location of the said Car Parking Space as identified herein and marked and shown in Annexure “13” shall be final and binding on the Allottee/s and the Allottee/s undertake/s not to dispute such identification and/or authorization/permission at any time in future.**

The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space identified/permitted/authorized for use to him/her/them/it. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society from time to time.

- (c) Any mechanical / electronic car parking system that is purchased by the Promoter from third party vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors, TMC and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Promoter to maintain the said Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the Real Estate Project to the Society of Allottee/s therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Space for any reason whatsoever.
- (d) The Allottee/s agree/s to extend complete co-operation at all times with other allottee/s who have been permitted to use the car parking space/s in the said Real Estate Project and ensure that the other allottee/s are able to park their cars/vehicles in their permitted car parking space/s at all times, without any difficulty.
- (e) The current car parking space/s made available are basis the approved plans from the Competent Authority. The Promoter is hereby and herein adequately and clearly declaring that the Real Estate Project intends to be developed upto a maximum of 45 habitable floors and once such approval is accorded there may be an increase in the number of car parking space/s to be provided. The car parking is proposed to be provided partly on the ground floor in the stilt and in the podium as approved.
- (xii) The Allottee/s confirms that in the instance of the Promoter requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government Authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this Agreement, they shall provide the same immediately upon request, as long as there is no change in the location/size of the said Premises within the Real Estate Project.

- (xiii) The Promoter has duly disclosed to the Allottee/s and the Allottee/s confirm/s and agree/s; a) that the Promoter may, at its sole discretion and for the purpose of aesthetics and/or compliance in accordance with any new applicable law/regulations, as the case maybe, after obtaining necessary approvals in this regard, duly make necessary / corresponding changes in part or whole of the Larger Layout, building plans and / or unit plans of the Real Estate Project; b) In any event, if a change in regulation permits / enforces changes/amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, mezzanine floors, car parking, fire check floor, fire chute, other services, etc.), the Promoter may undertake the same and also to accordingly increase the Sale Consideration on a pro rata basis.
- (xiv) The Promoter has sufficiently and adequately disclosed to the Allottee/s that the Thane Municipal Corporation has approved the building plans upto 2nd floor and currently granted Commencement Certificate upto 2nd floor of the said Real Estate Project. If for any unforeseen reasons, including that of the competent authority/ies, there is a change in the number of floors of the Real Estate Project. Further, if such unforeseen reasons lead to amendment of the total number of floors to be constructed including reduction of floors, then the Allottee/s understand/s and agree/s that the Promoter shall give the Allottee/s a choice to relocate in a unit/premises of a similar type, anywhere in the Real Estate Project, out of the balance inventory available with the Promoter.
- (xv) The Allottee/s shall provide a written confirmation of the same, within a period not exceeding 15 days of intimation from the Promoter of any such amendment which affects the location of the said Premises to be constructed in the Real Estate Project. Upon receipt of such confirmation within the specified time, the Promoter and the Allottee/s shall execute and complete all requisite formalities associated with such change in due course.
- (xvi) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, meter room, other service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which will be attributed to the said Premises of the Real Estate Project.
- (xvii) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **Part B of the Second Schedule** hereunder written. The common Areas, facilities and amenities shared between the various real estate projects proposed to be constructed on the Larger Land are listed in the **Part A, C, D and E of the Second Schedule** hereunder written, which shall be completed at or around Occupation Certificate of the last real estate project in the Larger Development. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Third Schedule** hereunder written.
- (xviii) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have

agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises.

- (xix) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the TMC or other competent authority at the time of sanctioning of the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the TMC or other competent authority, the Occupation Certificate in respect of the said Premises.
- (xx) Time is of the essence for the Promoter as well as the Allottee/s; subject to the **Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement**, and Force Majeure Events, the Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s **after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the Part B of the Second Schedule.**

Similarly, the Allottee/s shall make timely payments of all Installments of the Sale Consideration and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

- (xxi) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due and agree/s and undertake/s not to raise any complaint, objection, claim etc. regarding the same before the RERA authority or any other court of law.
- (xxii) **All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the Fourth Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertake/s to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of / to the account of the Promoter more particularly mentioned in the Fourth Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Fourth Schedule shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Installment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the Fourth Schedule) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.**
- (xxiii) **The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax**

Act, 1961 and the Allottee/s shall comply with the same.

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

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

6. FSI, TDR and development potentiality with respect to the Real Estate Project:

The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in Recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Layout:

(i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the Larger Development on the Larger Layout (by utilization of the full development potential) and undertake multiple real estate project/s therein in the manner more particularly detailed in Recitals above constituting the Larger Layout and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

(ii) The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the Larger Layout whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, incentive FSI, additional FSI, FSI arising due to changes in Larger Layout and the development thereof and FSI/TDR that may accrue due to handing over of the reservations to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in Larger Layout by implementing various scheme as mentioned in the said UDCPR or based on expectation of increased FSI which may be available in future on modification of the said UDCPR which are applicable to the development of the Larger Development or otherwise by any other means whatsoever, which shall absolutely and exclusively

belong to and be available to the Promoter for utilization and consumption on the Larger Layout and which shall be developed as a proposed / separate phase / real estate project and the same shall not affect the existing development that is proposed on the Project Land and neither the Allottee/s nor the Society shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

- (iii) The FSI sanctioned at present in respect of the Larger Land is used disproportionately throughout the Larger Land. Similarly, the FSI that may be generated on account of increased FSI due to change in Development Plan/UDCPR, government policy, etc. and/or upon amalgamation /clubbing /merging of additional plots/land parcels with the Larger Land may also be used disproportionately throughout the Larger Land without affecting the existing development as a separate phase/real estate project. The Promoter reserves the right to use the balance fsi/additional/future fsi, etc. anywhere within the Larger Layout at their option, subject to Allottee/s consent.

8. Completion Date, Delays and Termination:

- (i) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from TMC for the said Premises by the date as more particularly mentioned in the **Fourth Schedule** hereunder written (“**Completion Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors (“**Force Majeure Events**”):
 - a) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or the period where actual work could not be carried by the Promoter as per the sanctioned plan due to specific stay or injunction orders relating to the Real Estate Project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee, etc.
- (ii) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 8(i)), then the Allottee/s shall be entitled to either of the following:
 - (a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Completion Date (“**the Interest Rate**”), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s; or
 - (b) The Allottee/s shall be entitled to terminate this Agreement by giving

written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Allottee/s Termination Notice**”). It is clarified that except for the failure of the Promoter to hand over the possession of the said Premises on or about the possession date or further date as maybe mutually agreed between the Promoter and the Allottee/s (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s subject to settlement/adjustment of the bank loan, if any, availed by the Allottee/s from any bank/ financial institution (FI) against the mortgage / security of the said Premises and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time to be computed from the date the Promoter received Allottee/s Termination Notice. Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoter till the date of receipt of Allottee/s Termination Notice) and interest within 30 days from the date of receipt of the Allottee/s Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement.

- (c) It is agreed that if the Allottee/s does/do not settle the bank loan or the Allottee/s does/do not procure conditional no objection certificate from existing bank/financial institution permitting resale of the said Premises to third party and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Premises and assign the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion and thereafter the Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee/s and receipt of the sale price thereof, after deducting and adjusting the said Deductions (as defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lein/mortgage and registration of the deed of cancellation. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Car Parking Space, if any, and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper

in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.

- (iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 8(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 8(ii)(b) above.
- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8(vii)(a) above and any other rights and remedies available to the Promoter, (a) if Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or fails to appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, as per Clause 36 and/or (b) the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s (**“Event of Default”**).
- (vi) Upon occurrence of an Event of Default, the Promoter shall be entitled to at their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (**“Default Notice”**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.
- (vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (**“Promoter Termination Notice”**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; on receipt of the Promoter Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.
- (viii) On the issuance of the Promoter’s Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoter’s Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to

deduct from the Sale Consideration paid by the Allottee/s the following (“**the said Deductions**”) which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty (a) an amount equivalent to 20% (Twenty percent) of the Sale Consideration (“**Forfeiture Amount**”), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoter’s Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter’s Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending bank/financial institution (g) any interest reimbursed by Promoter (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has availed any loan then all amounts disbursed by the lending bank/financial institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending bank/financial institution directly and the Allottee/s authorizes the Promoter to collect the original of this Agreement from such bank/financial institution and shall not be required to take any confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. The Allottee/s agrees to execute a deed of cancellation if so required by the Promoter for recording the termination of this Agreement in the form and manner as may be required by the Promoter.

- (ix) Upon receiving the Promoter’s Termination Notice, or if the Allottee/s wishes to terminate this Agreement for any reasons other than those mentioned in Clause 8(ii) above, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises and the said Car Parking Space, if any, in the manner it deems fit and proper. The Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee/s and receipt of the sale price thereof, after deducting and adjusting the said Deductions including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 8(viii), refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/loan/mortgage and registration of the deed of cancellation. In case if the Promoter receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Allottee/s without any interest thereon.
- (x) The Promoter shall within a period of 15 (fifteen) days from the date of resale of the said Premises and receipt of Sale Consideration, refund the paid-up Sale Consideration, if any, subject to the Allottee/s meeting all terms and conditions as mentioned in the clauses above and after deducting the said

Deductions including the said Forfeiture Amount and after also deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement, vide a cheque (“**said Cheque**”) sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee/s as and by way of full and final settlement. Further, after issuance of the Promoter’s Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

- (xi) The Promoter and the Allottee/s have agreed on the said Deductions taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waives his/her/their/its right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions including the Forfeiture Amount as agreed herein and acknowledges that the amount of Forfeiture Amount is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Premises to the Allottee/s.

9. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate from the TMC or other Competent Authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the possession letter, the Promoter shall offer possession of the said Premises to the Allottee/s in writing (“**Possession Notice**”). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be, prior to taking possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 3 (three) months after receipt of Occupation Certificate in respect of the said Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the Possession Notice.
- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.
- (iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk BUT only after obtaining all the requisite approvals and permissions from the Competent Authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs. 50,000/- (Rupees Fifty Thousand Only) for 1 bed/1 BHK flat and Rs. 75,000/- (Rupees Seventy Five Thousand Only) for 2 bed/2 BHK flat as an **Interest Free Building Protection Deposit** to secure compliance with the Fit-Out Guidelines. All fit-out permissions will be necessarily taken in advance and only then the Allottee/s be allowed to

commence fit-out activity, till then no workers/labourers shall be allowed to enter the said Real Estate Project/said Premises. In the case that there are no anticipated fit-outs and there is only movement of ready furniture and goods, the **Interest Free Building Protection Deposit** shall be Rs. 20,000/- (Rupees Twenty Thousand Only). This deposit will be refunded without interest upon intimation of completion of fit-outs and after the successful completion of joint inspection of the premise's fit out in accordance with the Fit-Out Guidelines within 60 (sixty) working days. The Allottee/s is/are aware that the said refund of **Interest Free Building Protection Deposit** shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises or premises above/below the said Premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and / or the Larger Development and shall be without prejudice to other rights and remedies which the Promoter is entitled to. The amount of the **Interest Free Building Protection Deposit** is tentative and is liable to be revised by the Promoter on or before handing over possession of the said Premises.

- (iv) Upon receiving the Possession Notice from the Promoter as per Clause 9(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 9(i) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.
- (v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date of the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Layout including *inter alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the said Real Estate Project and/or the Larger Layout. Until the Society is formed and the Society Transfer is duly executed and registered, **the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.**
- (vi) **The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take the possession of the said Premises within the time stipulated by the Promoter i.e within 15 days from the Possession Notice/possession intimation, then the Allottee/s shall in addition to the said Sale Consideration and Other Charges, pay to the Promoter holding charges**

at the rate of Rs. 4/- (Rupees Four) per month per square feet of the total area of the said Premises including taxes (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of such delay the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

- 10.** If within a period of 5 (five) years from (i) the date of taking physical possession of the said Premises in accordance with Clause 9 above, or; (ii) within a duration of 3 months of receiving the Occupation Certificate of the Real Estate Project; whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost or at the option of the Promoter, the Allottee/s may receive from the Promoter reasonable compensation, provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. 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 allottee/s in the Real Estate Project or acts of third party(ies) 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 Real Estate Project and/or the Larger Development and/or the Larger Layout.
- 11.** Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Promoter, the defect liability automatically shall become void. The word “defect” here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:
- (i) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Premises/ Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.
- (ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;
- (iii) That, further where the manufacturer’s warranty on any product/amenity

provided in the said Premises/ Real Estate Project and/or the said Car Parking Space, if any, ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/Real Estate Project/Larger Development, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time;

(iv) That, the Real Estate Project and the Larger Development as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the said Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;

(v) That, the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

12. The Allottee/s shall use the said Premises or any part thereof and/or the said Car Parking Space, if any, or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s confirm/s to abide by the rules and guidelines laid down by the Society/Apex Body to be formed with respect to the said Premises, part thereof, Car Parking Space, if any, and common areas with respect to its maintenance, upkeep and costs incurred thereon. The Promoter and/or the Agency/Facility Manager shall raise tax invoice demanding Other Charges as identified in the **Sixth Schedule** hereinbelow from the Allottee/s and each Allottee/s shall be required to pay the same as and when billed to them.

13. Agency/Facility Manager:

(i) The Promoter has the right to enter into contract with any third party / agency and shall be entitled to nominate any one or more persons or agency for undertaking necessary activities (“**Agency/Facility Manager**”) for the purpose of maintenance and upkeep of the Real Estate Project and/or the Larger Layout and/or the new building/s, and such decision shall be final and binding until the Society/Apex Body transfer in respect of the Real Estate Project/Larger Layout is executed in favour of the Society/Apex Body respectively. Thereafter, subject to the provisions of Clause (iii) below, the Society and/or Apex Body, as the case may be, shall be entitled to undertake the maintenance of the Real Estate Project/Larger Layout or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a sinking fund for the purpose of maintenance and if the Society and/or the Apex Body, as the case may be, commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and/or the Apex Body, as the case may be. The Promoter and/or the Agency/Facility Manager may also formulate the rules, regulations and bye-

laws for the maintenance and upkeep of the Real Estate Project and/or the Larger Layout and the Allottee/s hereby agree/s and undertake/s to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

- (ii) The Promoter shall have the right to designate any space on the Larger Layout and/or the new building/s and/or the Project Land and/or the said Real Estate Project or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the new building/s and/or the said Real Estate Project. The Promoter shall also be entitled to designate any space on the Larger Layout or the Project Land and/or in the terrace/basement/common podium of the new building/s and/or the said Real Estate Project to such utility provider, either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the new building/s and/or the said Real Estate Project.
- (iii) Notwithstanding any other provision of this Agreement,
 - (a) the Promoter has, till the handing over of the affairs of the Real Estate Project and/or the new building/s and/or the Larger Layout to the Society and/or the Apex Body thereof, right to supervise and manage the operation and maintenance of the new building/s and/or the said Real Estate Project, common amenities and facilities on the Larger Layout and/or the Project Land after/during the development of the Larger Layout and/or may undertake necessary activities in this regard with the help of Agency/Facility Manager. The Promoter has the authority and discretion to negotiate with such Agency/Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Real Estate Project shall be borne and paid by the Allottee/s of the units / premises in the said Real Estate Project alone.
 - (b) The Promoter and/or Agency/Facility Manager shall for the works undertaken in relation to paragraph 13(iii)(a) above, charge a fee amounting to 8% on the cost and expenses incurred towards management, operation and maintenance of the new building/s and/or the said Real Estate Project, common amenities and facilities on the Larger Layout and/or the Project Land as management fee (“**Management Fees**”) until such time the Society has been formed and the Promoter has handed over the management of the operation and maintenance of the Real Estate Project to the Society. The cost incurred in appointing and operating the Agency/Facility Manager shall be borne and paid by the residents/allottees / occupiers of the premises in the new building/s and/or the said Real Estate Project in the manner as may be determined by the the Promoter. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of Agency/Facility Manager by the Promoter or towards the maintenance charges determined by the Promoter and/or Agency/Facility Manager.
 - (c) The Allottee/s hereby agrees to pay the Management Fees to the Promoter

and/or Agency/Facility Manager in the manner as set out in Clause 13(iii)(b) hereinabove and the same shall be due and payable by the Allottee/s from the date of the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier. The amounts set out in point 2 of Part A of the **Sixth Schedule** includes the Management Fees. The Promoter and/or Agency/Facility Manager is entitled to appropriate itself the Management Fees and the applicable taxes thereon including GST thereon directly therefrom without any further notice or intimation to the Allottee/s.

- (iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Agency/Facility Manager, including without limitation, payment of the Allottee/s' share of the maintenance charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the Project Land and/or the Larger Layout and/or the new building/s constructed thereon.

14. Formation of the Society:

- (i) There may be separate co-operative Society/ies/body in respect of the Real Estate Project or a common organization for all the real estate project/s in the Larger Layout. The decision of the Promoter in respect of the formation of the Society and the conveyance of the Real Estate Project shall be valid and binding on the Allottee/s and such Society/Societies or common organization.
- (ii) Upon 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being registered by Allottee/s, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s alongwith other allottee/s of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members (“**the Society**”). There will be a separate society/body each for the real estate projects consisting of the units within the Larger Land.
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all purchasers of flats and premises in the Real Estate

Project as members, in accordance with its bye-laws.

- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
- (vii) Post the Society transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The Promoter shall be entitled to use and consume the entire development potential on the Larger Layout or part thereof even after formation of the Society and the Society and/or the Allottee/s shall have no objection against the same.
- (ix) Post formation of the Society, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises including and not restricted to access to the common areas of the Society and the Apex Body and usage of the same for marketing purposes or otherwise as stated herein.
- (x) The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution to the Society/Apex Body towards the maintenance of any of the unsold premises in the Real Estate Project or in the Larger Development till the Society/Apex Body Transfer. Post the Society/Apex Body Transfer, the Promoter shall pay an amount of Rs. 500/- (Rupees Five Hundred Only) per premise per month towards the maintenance of any of the unsold premises in the Real Estate Project or in the Larger Development, till the sale of such unsold premises. The Promoter shall be liable to pay property taxes at actuals for all unsold premises.
- (xi) The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution towards transfer fees/charges and/or non-occupancy charges, whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Larger Development.
- (xii) Upon 51% (fifty one percent) of the allottees of premises/units in the other real estate projects to be developed on the Larger Land having registered their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate projects developed on the Larger Land, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”), in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (xiii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such

documents, instruments, papers and writings shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same in any manner whatsoever.

15. Formation of the Apex Body:

- (i) Within a period of 3 (three) months of obtainment of the full Occupation Certificate of the last real estate project developed on the Larger Land, the Promoter shall submit application/s to the competent authorities to form an apex body of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

16. Transfer/Conveyance of Codename Lottery – Tower 1:

- (i) Within 3 (three) months from the date of issuance of the full Occupation Certificate as prescribed by the Local Laws/Regulations/Competent Authority of the last real estate project in the Larger Land, all real estate projects developed on the Larger Land with the common areas, facilities and amenities **described in the Part A, C, D and E of the Second Schedule hereunder written shall be transferred to the Apex Body vide a registered indenture (“Apex Body Transfer”)**. The Apex Body shall be required to join in execution and registration of the Apex Body Transfer. The costs, expenses, charges, levies and taxes on the Apex Body Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. **Post the Apex Body Transfer, the Apex Body shall be responsible for the operation and management and/or supervision of the real estate project/s developed on the Larger Land, including any common areas, facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.**
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Apex Body Transfer including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective the Apex Body and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable towards the same.

17. Transfer/Conveyance of the land:

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter shall execute and register an Indenture (“**the said Transfer**”).

Document/s”) in favour of the members of the Apex Body of the land pertaining to the layout. The land considered for the transfer/conveyance will be after considering the layout options as mentioned hereinabove.

- (ii) The members of the Apex Body and the Apex Body shall be required to join in execution and registration of the transfer of the land **and any delay in co-operation or support by any of the concerned shall not be attributed to the Promoter in any manner and the Allottee/s or their Apex Body shall have recourse only against such non co-operating Allottee/s / Apex Body.**
- (iii) The Promoter shall also transfer/cause to transfer the receiving station, sub-station and certain common service/s in favour of the Apex Body, in accordance with the applicable law, as may be prevailing from time to time, by the said Transfer Document/s.
- (iv) For this transfer, minimum area as per revenue records/conveyance/DA documents/physical possession will be considered in respect of the concerned survey numbers/CTS numbers in the approved layout.
- (v) Post offering to hand over the maintenance and management of the said Real Estate Project and the Project Land including its operation, maintenance and management and/or supervision will be the sole responsibility of the Society/Apex Body. The Society/Apex Body will also be responsible for maintaining the Amenity Access Road. Further, until the handover as aforesaid the Amenity Access Road will be maintained by the Promoter from the advance common area maintenance charges.

18. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the **Sixth Schedule** hereunder with the Promoter. The amounts mentioned in the **Sixth Schedule** shall not be accountable by the Promoter except the amounts collected under Part A which shall be accounted only to the Society and not to the Allottee/s individually. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Sixth Schedule** to the bank account of the Promoter, as detailed in the **Fourth Schedule** hereunder written or as may be prescribed by the Promoter at the time of payment. For the purposes of this clause, the expression “Promoter” includes its nominee.

19. The amounts as mentioned in the **Sixth Schedule** are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s undertakes not to contest the same. The said amounts do not include property taxes. Property taxes from the date of Occupation Certificate will be billed separately as and when raised by the TMC and the Allottee/s shall make payment towards the same immediately to the Promoter or as may be directed by the Promoter. In certain cases the local corporation may require the payment of advance property taxes covering the duration of upto 1 year from the date of the Occupation Certificate as a pre-requisite to certain other subsequent permissions including grant of water connection. The Allottee/s agree/s to permit the Promoter to make these statutory payments upfront on his/her/their/its behalf and if required even prior to possession for ensuring that there are no delays for subsequent permissions, as the case may be. Further, the Allottee/s agree/s to reimburse/pay back to the Promoter prior to taking possession, the amounts paid on his/her/their/its behalf to the respective Competent Authority. Alternatively, the Allottee/s authorise

the Promoter to deduct the amount paid on his/her/their/its behalf from the advance maintenance charges paid/to be paid by the Allottee/s to the Promoter. After deduction, the Promoter shall raise the demand in respect of equivalent amount as aforesaid to replenish advance maintenance charges and the Allottee/s undertake/s to pay the same to the Promoter/Society. If, for some unforeseen circumstances, MGL is not willing to provide piped gas connection within the Larger Layout within 1 (one) year from the date of the Allottee/s making payment to the Promoter towards the same, the Promoter shall credit to the Allottee's maintenance account the amount collected without any interest. It is further clarified that the heads of amounts mentioned are only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such Other Charges/amounts or such increase in the above mentioned Other Charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has understood and accepted that the payment of the above amounts shall be a precondition for handing over possession of the said Premises.

20. In addition, the Allottee/s shall also pay to the Promoter an amount towards the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society transfer and the Apex Body Transfer and other deeds, documents and writings, as more particularly detailed out in the **Sixth Schedule** mentioned herein.

21. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the Larger Layout. 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 purchasers of flats/units/premises in the Real Estate Project and the purchasers of flats/units/premises in the real estate project/s developed/to be developed on the Larger Layout, 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 purchasers of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regards thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Layout or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / towers / wings / buildings which are to be developed and constructed on any portion of the Larger Layout.

22. Representations and Warranties of the Promoter:

(i) 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 annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

(a) The Promoter is the owner of the Larger Land;

- (b) The Promoter has a clear and marketable title and has the requisite rights to carry out the development on the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Real Estate Project;
- (c) The Promoter has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- (d) There are no encumbrances upon the Real Estate Project as on date;
- (e) **As on date, the Promoter is not party to litigations pending with respect to the Larger Land. There are no adverse orders/injunctions in pending litigations affecting the title of the Larger Land and in particular anything concerning the implementation of the proposed development of the Real Estate Project. The list of litigations is as enclosed in the disclosure note on MahaRERA.**
- (f) All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (h) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the Project Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- (i) 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;
- (j) At the time of execution of the Society transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **Part B of the Second Schedule** hereunder written to the Society;
- (k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society transfer, and thereupon the same shall be proportionately borne by the Society; and

- (1) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land / Larger Land) has been received or served upon the Promoter in respect of the Project Land / Larger Land and/or the Real Estate Project / Larger Development.

23. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:

- (i) To maintain the said Premises at the Allottee/s' own cost in good and tenable condition from the date of the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Real Estate Project in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate

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Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Layout (if applicable) and/or the Real Estate Project in which the said Premises is situated and/or the new building/s or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Layout and/or the Real Estate Project in which the said Premises is situated or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.
- (vii) Not to raise any objection to the utilization of the Total FSI of the Larger Development by the Promoter in such manner as may be approved by the Competent Authorities. The Allottee/s confirm that he/she shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily caused.
- (viii) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (ix) Bear and pay in a timely manner all amounts, dues, taxes, cesses, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.
- (x) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or Government and/or other public authority on account of change of user of the said Premises by the Allottee/s for any purposes other than for purpose for which it is sold.
- (xi) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities / Larger Development Amenities.
- (xii) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.
- (xiii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts

payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.

(xiv) Without prejudice to Clause 23(xiii) above, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:

(a) The Allottee/s shall address a letter ("**Offer Letter**") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (hereinafter referred to as "**Offer Price**"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms of this Agreement and in particular, the terms embodied into this clause.

(b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 20 (twenty) days from the date of the receipt of the Offer Letter ("**Notice Period**") informing the Allottee/s of the Promoter's intention to purchase/acquire the said Premises ("**Acceptance Letter**"), and till the receipt of the Acceptance Letter or the completion of 20 days, whichever is later, the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price. In case of the Promoter's failure to issue the Acceptance Letter within the said period of 20 (twenty) days, the Allottee/s shall be free to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises to the proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter and upon compliance of following conditions of the Promoter:

- A. the Promoter consenting to the said transfer by issuing a no objection certificate to the Allottee/s;
- B. the Allottee/s making a full and final payment of the Sale Consideration and all other amounts, including taxes and other charges, payable by the Allottee/s to the Promoter under this Agreement;
- C. the Allottee/s making a payment of a sum not less than 2% (two per cent) of the average market value for the said Premises, determined by the Promoter, based on the last 3 registered sales by the Promoter ("**Transfer Fees**");

(c) In the event the proposed sale of the said Premises to the proposed

transferee is not completed in the form of registration of the Agreement within 60 (sixty) days from the receipt of the NOC or if the Agreement Value differs from the Offer Price, then the NOC shall be deemed to have expired / become invalid, the right of the Allottee/s to sell/transfer the said Premises shall lapse and the rights of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause 23(xiv) above shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises or to initiate a new transfer.

- (d) It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.
- (e) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 23(xiv)(a) to 23(xiv)(d) above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.
- (f) It is further clarified that the provisions as contained in Clauses 23(xiv)(a) to 23(xiv)(d) above shall be applicable till the Society transfer.

(xv) The Allottee/s shall observe and perform all the rules and regulations which the Society / Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the respective Society / Apex Body with respect to the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space, if any, within this Real Estate Project or otherwise, wherever authorized/permitted by the Promoter at its sole discretion, and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

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

(xvii) Till the execution of the Apex Body transfer in favour of the Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Layout, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.

- (xviii) The said Real Estate Project is currently known as '**Codename Lottery – Tower 1**' and the Promoter shall be entitled to formally re-name the said Real Estate Project at a later date, if required, and which name shall not be changed by the Allottee/s and / or the Society and / or and / or Apex Body, as the case may be.
- (xix) The Promoter shall be entitled to formally name / re-name the other buildings in the Larger Development at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Other Societies and / or Apex Body, as the case may be.
- (xx) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s shall not dispute or object to the same. The Allottee/s, along with any and all Allottee/s of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **Third Schedule** hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.
- (xxi) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (xxii) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xxiii) Not to affix air conditioner/s at any other place other than those earmarked for

fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xxiv) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and/or Apex Body.

(xxv) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the **Third Schedule** hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the elevation.

(xxvi) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project and/or the Larger Layout.

(xxvii) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

(xxviii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and/or Apex Body, as the case may be, and of the TMC and other concerned authorities.

(xxix) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said Real Estate Project in any manner whatsoever. Not to change the façade or outer look of the said Premises/ Real Estate Project.

(xxx) Not to do or permit to be done any act or thing which may render void or violable any insurance of the Project Land and/or Larger Land and/or the Real

Estate Project and/or the new building/s or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(xxxii) To abide by, observe and perform all the rules and regulations which the Society and/or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Larger Development and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society and/or Apex Body regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxxiii) The Allottee/s represent/s to the Promoter that the Allottee/s shall at no point bring/keep/retain within the Larger Development/Real Estate Project/Project Land/said Premises, any animal(s)/bird(s) other than pet dog(s) and/or pet cat(s) and/or pet bird(s) (restricted to those breeds that are allowed lawfully), for any reasons whatsoever. The Allottee/s desirous of keeping pet dog(s) and/or cat(s) and/or bird(s) shall additionally ensure that the pet(s) are always kept restrained and shall not pose any threat/inconvenience to any of the other allottees within the Larger Development/Real Estate Project/Project Land/said Premises.

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

(xxxv) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxxvi) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the Larger Development.

(xxxvi) Shall not display at any place in the Real Estate Project and/or the Larger Development any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the Larger Development or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Larger Development.

(xxxvii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(xxxviii) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / authorized by the Promoter.

(xxxix) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xl) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, 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 Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project 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 they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter / the Agency/Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s shall not dispute or object to the same.

(xli) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

(xlii) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work of the balance other new building/s with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other

account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to 48uthoriz the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xliii) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

(xliv) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society or Apex Body, as the case may be, until the entire development on the Project Land / Larger Land is fully completed.

(xlv) Not to violate and to abide by all the rules and regulations framed by the Promoter/ its designated Agency/Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Larger Development and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the “**Fit-Out Guidelines**”).

(xlvi) The Allottee/s agree/s that he/she/it/they shall provide the Promoter and/or its employees, staff, representatives, contractors etc., unconditional access to the said Premises upon prior written intimation from the Promoter. This unconditional access will be for the purpose of inspecting the said Premises for either (i) leakage(s) in the said Premises or (ii) leakage(s) in the flats/premises on the upper and/or lower floor of the said Premises or (iii) for undertaking any repair/rectification work within the said Premises as may be required to rectify/arrest leakage(s), and/or any other civil / structural issue that affects the said Premises/adjacent or upper or lower floor flats/the building itself/its façade/its common areas etc. After possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall ensure the said Premises is free from any loss, theft, damage caused due to human intervention or due to any act of God or other Force Majeure Events including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(xlvii) The Allottee/s has/have been explained by the Promoter that they have installed individual water meter/s in each unit/flat, which will provide high-precision IoT enabled ultrasonic water sensors that will help the Allottee/s to monitor and track his/her/their water consumption on a real time basis and he/she/they/it shall pay the water charges basis the individual meter reading which will be billed by Promoter/Society/Apex Body. The individual water meter reading shall be captured via a mobile app/web interface and will be controlled by Promoter/Society/Apex Body. Further, Promoter/Society/Apex Body/Agency/Facility Manager shall be allowed to inspect the individual meter/s installed in the Allottee/s said Premises for any technical glitch, maintenance or otherwise with prior intimation. The entire cost of insulation and set up of the water meters will be undertaken by the Promoter at their own cost and expense. The maintenance cost/AMC in respect of the water meter/s shall be borne by the Allottee/s and the same shall be billed by Promoter/Society/Apex Body. The

advance maintenance cost/AMC in respect of the water meter/s is collected from the Allottee/s for 24 (twenty-four) months and the Allottee/s hereby confirm/s and undertake/s to make further payments as and when it shall be billed to him/her/them.

(xlviii) The Allottee/s is/are aware that the Promoter has submitted the proposal for the development of the Larger Land under regulation 7.7 of UDCPR (i.e. Development of Housing for EWS/LIG) and hereby undertake/s and confirm/s that the Allottee/s is/are eligible to purchase the said Premises and further agree/s and undertake/s to adhere to the terms and conditions including applicable restrictions with respect to transfer of the said Premises under applicable regulations.

(xlix) The advance maintenance charges to be collected from the Allottee/s are calculated purely on an estimated basis at the beginning of the Real Estate Project development. Upon intimation of possession, it is possible that the estimated amount might vary due to diverse reasons as may occur at the time of possession and the Allottee/s agree/s to pay the revised maintenance charges as invoiced by the Promoter.

Further, once the advance maintenance charges/revised maintenance charges are collected, as it is only an estimated expense the same may deplete faster than anticipated for various reasons inter alia expenses towards electricity usage in respect of common areas, tower car park, if any, various AMC's, repairs and maintenance, operational expenses of and other electro-mechanic equipment's, costs and expenses with respect to statutory permissions, insurance, man power services including valet, management fee, supply of water through tanker or water through other sources, other miscellaneous charges, change in taxes, increase in rates due to inflation, regulations, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Promoter, the Promoter shall raise a quarterly invoice for the remainder period out of 24 (twenty four) months (including common areas charges of the Larger Layout) for replenishment of the monthly maintenance charges to be paid by the Allottee/s to the Promoter based on an average expenditure incurred till that date. The Allottee/s confirm/s to pay such further maintenance as and when the invoice for the same is raised by the Promoter. A portion of the advance maintenance charges collected from the Allottee/s (as finalized by the Promoter from time to time) shall be apportioned towards the expenses incurred for maintenance of the common amenities/common areas of the Larger Layout ("**Apex Fund**"). Upon depletion of the Apex Fund, the Society shall raise demand/bill in favour of the Allottee/s and the Allottee/s undertake/s to pay the same to the Society in a timely manner. The Society shall transfer such amounts as collected by the Society to the Promoter till the Promoter continues to maintain the common amenities/common areas of the Larger Layout. The Promoter reserves the right to amend the existing cycle of raising invoice for maintenance charges to be paid by the Allottee/s.

24. The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s, agree/s and accept/s that considering the various construction and fit-out related activities, the Promoter has set in safety standards and parameters for the Real Estate Project. Post obtainment of the Occupation Certificate, the Promoter shall permit the Allottee/s to visit the Real Estate Project only after entire clearance of construction materials, equipments, debris and after the site is safe for visit. All site visits shall necessarily be pre-planned with prior intimation of the Promoter's

- 50 authorized representatives. The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their Premises, before obtaining the Occupation Certificate for the said Premises.
25. The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agrees, accepts and confirm/s that Car Parking Space, if any, permitted/authorized as aforesaid along with this Agreement shall be permitted strictly within the designated car parking space/s only within the Real Estate Project, and no car parking shall be allowed in any other spaces that are not designated for parking within the Real Estate Project. In case the Allottee/s does not opt for car parking space/s along with the said Premises under this Agreement, then the Promoter is under no obligation thereafter to provide a car parking space/s to the Allottee/s in the future.
26. In order to regulate vehicular movement and discipline within the Larger Layout, the Promoter has abundantly informed, disclosed and clarified to the Allottee/s that car stickers shall be provided to the Allottee/s based on the number of Car Parking Space/s, if any, permitted/50 authorized to them under this Agreement and it will be mandatory for the car stickers to be displayed on the vehicle at all given times, without which vehicular access at any place within the Real Estate Project and/or the Larger Layout shall not be permitted.
27. Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoter shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this Agreement.
28. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee/s, to the Promoter or to its nominee/s, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “Utilities” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities or any of them.
29. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the new building/s and/or the Project Land and/or Larger Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.

- 30.** The Allottee/s hereby nominate/s the persons as set out in the **Fourth Schedule** (“**the said Nominee**”) as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Promoter shall, at its discretion, be entitled to insist on a 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.
- 31.** It is agreed that the Allottee/s shall be entitled to avail a loan from a bank and to mortgage the said Premises by way of security for the repayment of the said loan to such bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express its no objection to the Allottee/s availing of such loan from the bank and mortgaging the said Premises with such bank (“**said No Objection Letter**”), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter’s right to receive the full Sale Consideration and Other Charges and to develop the balance of the Larger Layout and such mortgage in favour of such bank shall be subject to the Promoter’s first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out in the **Fifth Schedule** hereunder and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said bank. Notwithstanding aforesaid the Allottee/s further agree(s) and undertake(s) that in case of any default on his/her/its/their part in making payment of Pre-EMI / EMI to the bank/financial institution for the housing loan availed in respect of the said Premises and subsequent action by the bank/financial institution under any provisions of law including Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“**SARFAESI**”), then the Allottee/s shall intimate to the bank/financial institution in respect of unpaid consideration alongwith interest and other charges as stated herein. The Allottee(s) further agree(s) and undertake(s) not to enter into any settlement under one time settlement or any other scheme with the bank / financial institution prejudicial to the interest of the Promoter and also agree(s) and undertake(s) to intimate to the prospective purchaser about unpaid dues in consequence to action instituted under SARFAESI / otherwise. The Allottee(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoter in respect of unpaid dues as contemplated herein.

- 32.** The Allottee/s hereby represent/s and warrant/s to the Promoter that:
- (i) he/she/it/they is / are not prohibited from acquiring the said Premises and/or the said Car Parking Space, if any, under any applicable law or otherwise;
 - (ii) 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;
 - (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
 - (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
 - (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
 - (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
 - (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;
 - (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
 - (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Larger Development at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and
 - (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.
 - (xi) The Allottee/s is/are aware about regulation 7.7 of UDCPR (i.e. Development of Housing for EWS/LIG) and executed Affidavit to that effect declaring that only one tenement is allowed to be purchased by a single family (i.e. Husband, Wife and Dependent Children) in the said Real Estate Project and that the Allottee/s confirm/s that his/her/their family is compliant with the same. Further, the Allottee/s is/are aware that the adjoining tenement to the said Premises purchased by him/her/them cannot be purchased by any close relative of the Allottee/s and to the best of the Allottee/s knowledge none of his/her/their close relatives have purchased any adjoining premises in the said Real Estate Project.
- 33.** It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in

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

34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the said Car Parking Space, if any, or the Real Estate Project or the Larger Layout and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society transfer/Apex Body transfer, as the case may be.

35. Mortgage or Creation of Charge:

- (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
- (ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoter is entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the Larger Layout or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the

purchase of said Premises / unit need to be deposited by way of a cheque drawn in favour of _____ with _____ **Bank.**

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

36. Binding Effect:

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules and annexes thereto along with the payments due as stipulated in the Installments as detailed out in the **Fifth Schedule** mentioned hereunder, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter.
- (ii) If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount after deducting the said Deductions including Forfeiture Amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

37. Entire Agreement:

- (i) This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:
- (a) Any and all understandings, any other agreements, application/booking form, brochure/s, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space, if any.
- (b) All brochures/leaflets/pamphlets/ads/walk through presentations/master plan/Larger Layout or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project or the said Premises would be in accordance with plans

and specifications approved by the authorities and as contained in this Agreement.

38. Right to Amend:

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

39. 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 respect of the Real Estate Project and the Larger Development shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

40. Severability:

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

41. Method of Calculation of Proportionate Share:

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

42. Further Assurances:

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

43. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter, through its authorized signatories, at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution hereof, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

44. Notices:

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 or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Fourth Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post/e-mail 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.

45. Joint Allottees:

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

46. Stamp Duty and Registration:

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement and/or on the supplemental agreement for sale and such other ancillary deeds/documents. Any consequence of failure to register this Agreement/supplemental agreement for sale within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

47. Dispute Resolution:

- (i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.
- (ii) **The Allottee/s hereby confirm/s that he/she/they/it has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.**

48. 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 Thane and the Courts of Law in Thane will have

exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

49. Permanent Account Number (PAN):

The Permanent Account Number (PAN) of the Parties are as set out in the **Fourth Schedule** hereunder written.

50. Interpretation:

(i) In this Agreement where the context admits:

- A. any reference to any statute or statutory provision shall include all subordinate legislation/s made from time to time under the provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- B. any reference to the singular shall include the plural and vice-versa;
- C. any references to the masculine, the feminine and the neuter shall include each other;
- D. any references to a “company” shall include a body corporate;
- E. the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Thane, or any place where any act under this Agreement is to be performed;
- F. 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 thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
- G. 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;
- H. the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression

occurs;

- I. each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- J. in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- K. the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- L. references to a person (or to a word importing a person) shall be construed so as to include:
 - (i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);
 - (ii) that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - (iii) references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
 - (iv) where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

Part A

(Description of the Larger Land)

All those pieces and parcels of land admeasuring **23,856.36** square meters lying and being at Village Owale, District Thane and now within the limits of Thane Municipal Corporation situate at Ghodbunder Road, Thane (West), Thane-400615.

Part B

(Description of the Project Land)

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All those pieces and parcels of land admeasuring **1,673.75** square meters lying and being at Village Owale, District Thane and now within the limits of Thane Municipal Corporation situate at Ghodbunder Road, Thane (West), Thane-400615 and bounded as follows:

On or towards West :
On or towards East :
On or towards North :
On or towards South :

Part C

(Description of the Separate Layout Land as per Layout Option 3)

All those pieces and parcels of land admeasuring **4,566.90** square meters on the land bearing CTS numbers (1) Land bearing CTS No. 466/A/1 admeasuring 3,851.52 square meters and (2) Land bearing CTS No. 467/A (part) admeasuring 715.38 square meters both lying and being at Village Owale, District Thane and now within the limits of Thane Municipal Corporation situate at Ghodbunder Road, Thane (West), Thane-400615.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART A

DESCRIPTION OF THE COMMON AREAS PROVIDED

Sr.no	Type of common area provided	Proposed date of occupancy certificate	Proposed date of Handover use	Size/area of the common area provided
1	STP	31 st December 2032	31 st December 2032	956.74 sq. m
2	UGT			359 sq.m
3	Terrace Tower-1			1528.55 sq.m

PART B

FACILITIES/ AMENITIES PROVIDED/ TO BE PROVIDED WITHIN THE REAL ESTATE PROJECT INCLUDING IN THE COMMON AREA OF THE REAL ESTATE PROJECT

Sr.no	Type of facilities/ amenities provided	Phase name/ Number	Proposed date of occupancy certificate	Proposed date of handing over to the society/ common organization	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
1	Society office	Tower 1	31 st December 2032	31 st December 2032	78.11	FSI
2	Fitness Centre				76.60	
3	Meter Room				231.5	
4	Fire control room (CFO Room)				24.36	
5	Driver's room				43.42	
6	Sanitary block				19.35	
7	Entrance lobbies				325.68	
8	Common lobby				496.03	

PART C

FACILITIES/ AMENITIES PROVIDED/ TO BE PROVIDED WITHIN THE LAYOUT AND/ OR COMMON AREA OF THE LARGER LAND

Sr.no	Type of facilities/ amenities provided	Phase name/ Number	Proposed date of occupancy certificate	Proposed date of handing over to the society/ common organization	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
1	Club House including (Gym room, Changing & steam room (Ladies & gents), Indoor games, Creche, Store room, Banquet area and Part Terrace open to the sky)	Larger Layout	31 st December 2032	31 st December 2032	1515.73	FREE OF FSI
2	Meditation center				65.13	FSI
3	2W - Podium Parking @1st floor				3426.44	FSI

PART D

THE SIZE AND THE LOCATION OF THE FACILITIES/ AMENITIES IN THE FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED/ TO BE PROVIDED WITHIN THE SAID LAND AND/OR WITHIN THE LARGER LAND

Sr.no	Type of open sapces (RG/ PG) to be provided	Phase name/ Number	Size open spaces to be provided	Proposed date of availability	Proposed date of handing over to the common organization
1	Ground RG	Larger Layout	1628.39	31 st December 2032	31 st December 2032
2	Podium RG includes Swimming pool, Multipurpose court, Kids play area, Stepping plaza, Multi function lawn, Movie lounge, Toddler play area, Pool deck area, Senior's plaza, Blooming deck, Amphi theatre, Lawn and Walkway	Larger Layout	4910.30		

PART E
DETAILS AND SPECIFICATION OF THE LIFTS IN THE REAL ESTATE
PROJECT

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)
1	Passenger Lift	8	1020	2.5
2	Firemen's Lift	2	1020	2

DETAILS AND SPECIFICATION OF THE LIFTS IN THE CLUB HOUSE

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)
1	Passenger Lift	2	884	2

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the amenities, fittings and fixtures in the said Premises)

1. Flooring: PGVT/Soluble/Vitrified tiles in living room, bedroom, and passage & in kitchen.
2. Door: Door frame, door shutter with laminate finish.
3. Windows: Powder coated/Anodized aluminum sliding windows.
4. Kitchen Platform: Granite / Full body vitrified tiles Kitchen platform (15mm thick) with stainless steel sink & PGVT wall tiles 2' above platform only.
5. Toilet/Bathroom: Concealed plumbing pipes with Jaquar/ Cera /Kerovit or equivalent C.P. & sanitary fittings with Geyser point.
6. Wiring: Concealed wiring with good quality switches. Adequate provision for telephone points in living room & bedroom/s
7. Internal Paint: Acrylic emulsion in all rooms.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of the Terms and Expressions)

Serial No.	Terms and Expressions	Meaning
1.	The said Premises	Flat/Unit No. _____ admeasuring _____ square metres equivalent to _____ square feet

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		carpet area as per RERA on the ___ floor (i.e. Habitable Floor) in the Real Estate Project i.e. Codename Lottery – Tower 1.
2.	Two wheeler parking space	___ () two wheeler parking space.
3.	Car Parking Space	___ () Car Parking Space, bearing number _____, admeasuring [●] sq. ft. having [●] ft. length, [●] ft. breadth and [●] ft. vertical clearance located at _____.
4.	The Sale Consideration	INR _____ .00 (Indian Rupees _____ Only)
5.		
6.	Name of the Account for the Payment of the Sale Consideration	Name of Account: Account No.: Bank Name: Branch: , IFSC Code:
7.	Completion Date	31 st December 2032
8.	The said Nominee	Name: Relationship with Allottee/s: Address of the said Nominee:
9.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	
10.	Name, Address and E-mail of the Promoter for the Purposes of this Agreement	SKYLARK BUILDSPACE PRIVATE LIMITED sales@jpinfra.com 3 rd Floor, 301, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400093.
11.	Permanent Account Number (PAN)	Promoter's PAN: AAGCE3912Q Allottee/s' PAN: _____ Co allottee/s' PAN: _____
12.	Architects/Licensed Consulting Engineer	Rajesh Khandeparkar, Licensed Consulting Engineer; Urbdes, 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar E, Mumbai -400014.
13.	RCC Consultants	J+W Structural Consultants LLP, Sai Radhe, Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune – 411001.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the Promoter)

Sr. No.	Milestone	Percentage of total consideration	Amount in Rs.
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1	Before the execution of this Agreement	10%	
2	On the execution and registration of this Agreement	20%	
3	On completion of the Plinth of the building	15%	
4	On completion of the slabs including podiums and stilts of the building	25%	
5	On completion of the walls, internal plaster, floorings doors and windows of the said Premises	5%	
6	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises	5%	
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building	5%	
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the building	10%	
9	At the time of handing over of the possession of the Premises to the Allottee or after receipt of occupancy certificate or completion certificate	5%	
TOTAL		100%	

THE SIXTH SCHEDULE ABOVE REFERRED TO

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

PART A

Sr. No.	Particulars	Amount*
1	Charges towards share money, application entrance fee of the Society and the Apex Body;	
2	Charges towards estimated advance 24 (twenty-four) months contribution towards outgoings of Society and the Apex Body and Management Fees, excluding taxes and levies (taxes to be paid separately by the Allottee/s at applicable rates);	
3	Charges towards making available MGL connection. These are prevailing charges and may increase at the time of handing over possession of the said Premises.	

*amounts shall be mentioned at the time of execution of the Agreement.

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Sr. No.	Particulars	Amount*
1	Charges towards formation and registration of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates);	
2	Development of amenities charges (taxes to be paid separately by the Allottee/s at applicable rates).	

PART B

*amounts shall be mentioned at the time of execution of the Agreement.

_____)
SIGNED AND DELIVERED by the within)
named Promoter, i.e., **SKYLARK**)
BUILDSPACE PRIVATE LIMITED,)
through its Authorised Signatory)

_____)
SIGNED AND DELIVERED by the within)
named **ALLOTTEE/S**)

in the presence of

- 1.
- 2.

RECEIVED of and from the within named
Allottee/s, the sum of **INR_____ .00**)
(Indian Rupees _____ Only))
towards Installments mentioned at Serial No.)
_____ of the **Fifth Schedule** hereinabove)
written paid by him/her/it/them to the)
Promoter, as mentioned below)

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Sr. No.	Cheque No.	Date	Bank Name/UTR No.	Amount In Rs.
1				
2				
3				
	Total			

**We Say Received
For the Promoter**

Authorised Signatory/ies

Witness:

Housiey.com

List of Annexures

- Annexure “1”** : Plan of the Larger Layout
- Annexure “2”** : Promoter’s Pre Exchange Land
- Annexure “3”** : Promoter’s Post Exchange Land
- Annexure “4”** : Layout Option 1
- Annexure “5”** : Layout Option 2
- Annexure “6”** : Layout Option 3
- Annexure “7”** : Copy of the Commencement Certificate
- Annexure “8”** : Copy of the RERA Certificate
- Annexure “9”** : Copy of the said Title Report
- Annexure “10”** : Authenticated Copies of the Property Register Card/s / 7/12 Extract/s
- Annexure “11”** : Copy of the Sanctioned Layout Plan
- Annexure “12”** : Copy of the Sanctioned Floor Plan of the said Premises
- Annexure “13”** : Copy of the plan identifying the location of the Car Parking Space (if applicable)

