

AGREEMENT FOR SALE

THIS AGREEMENT is made at Thane on this ____ day of _____, 2021.

BETWEEN

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

AND

_____, being a [nature of the entity, i.e. individual/company/partnership firm/limited liability partnership/HUF) having address/office at _____ hereinafter referred to as the “**Allottee**” (which expression shall unless it is repugnant to the context or meaning thereof is deemed to mean and include:

in case of Individual, his/her/their respective heirs, executors, and administrators and permitted assigns;

in case of a Company, its successors and permitted assigns;

in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor;

in case of a Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns;

in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns;

in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**.

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

WHEREAS:

A. The Promoter is absolutely seized and possessed of and otherwise well and sufficiently entitled to the development rights of several pieces and parcels of land

in Thane lying, being and situate at Mouje Majiwade, Taluka and District Thane (**“the said Larger Property”**), which land parcels are being developed by the Promoter for the purposes of setting up a township under the Special Township Scheme formulated by the Central Government in 2004 and in accordance with the regulations pertaining to development of special townships in Thane notified by the Government of Maharashtra vide notification number TPS/1204/Thane D.P. D.C.R/U.D-12 dated May 25, 2006. There are several buildings constructed / being constructed in phase wise manner which shall form the part of the said special township project known as **“Urbania Township Project”**. The buildings/projects which were still in the process of being completed at the time of implementation the Real Estate (Regulation and Development) Act, 2016 (**“the said Act”**) and the buildings/projects construction of which commenced after implementation of the said Act are registered as real estate projects under the provisions the said Act. Whereas the earlier finalized Special Township Policy is replaced by the Notification dated 16th September, 2019 vide notification number: TPS-1219/CR=109/19/Thane ITP/UD-12 as Integrated Township Project by an amendment with effect from 2015 and will be referred to as an Integrated Township Policy being developed under Unified Development , Control and Promotion Regulation 2020 (UDCPR 2020) (**“ the said Integrated Township Project”**).The details of all the land parcels which form part of the said Larger Property are more particularly described in the **First Schedule** hereunder written and the said Larger Property is delineated in a Yellow coloured boundary line on the plan annexed hereto and marked as **Annexure “1”**.

B. Whilst the development and construction of the said Urbania Township Project is still in progress, a portion of the said Larger Property, more precisely Residential Sub Plot 8, admeasuring 11,357square meters or thereabouts and bearing Survey Nos. 30/2, 30/3, 30/5(pt), 30/6(pt), 30/7, 329/2(pt) of Mouje Majiwade, Taluka and District Thane (**“the said Property”**) remained to be developed, the Promoter acquired the development rights in respect of the said Property in the manner as is detailed herein below:

- i. By and under an Agreement for Sale dated 21st December, 2006 executed between the Promoter (therein referred to as the “Developer”) of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the “Owners”) of the Second Part and M/s Tabish Construction and another (therein referred to as the “Confirming Parties”) of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No.

TNN1- 00662 – 2007, the Promoter, *inter alia*, acquired the right to develop the property bearing Survey No. 30/2 admeasuring 4000 square meters in the manner and subject to the terms and conditions as mentioned therein. Pursuant to the execution of the aforesaid Agreement for Sale, a Power of Attorney dated February 7, 2007, bearing registration no. TNN1-97-2007 was executed by the Owners in favour of the Promoter;

ii. By and under a Development Agreement dated 15th May, 2008 executed between the Promoter (therein referred to as the “Developer”) of the First Part, Shri Chintaman Kashinath Bhoir and others (therein referred to as the “Owners”) of the Second Part and M/s Tabish Construction (therein referred to as the “Confirming Party”) of the Third Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN2 - 04546 – 2008, the Promoter, *inter alia*, acquired the right to develop the property bearing Survey No. 30/3 admeasuring 4280 square meters in the manner and subject to the terms and conditions mentioned therein. Simultaneously, with the execution of the Development Agreement, the Power of Attorney dated 15th May, 2008 was executed by the Owners therein in favour of the Company and registered with Sub-Registrar of Assurances, Thane-2, at Serial No.893-2008;

iii. By and under an Exchange Deed dated 27th October, 2009 executed between

- 1) Ashok Udaysingh Varma (therein referred to as the "First Owner No. 1")
- 2) Vijaysingh Rajasingh Varma (therein referred to as the "First Owner No. 2")

of the First Part, the Company (therein referred to as "the First Developer") of the Second Part and Shri. Pandurang Narayan Bhoir and others through their Constituted Attorney Mr. Mangalprabhat Gumanmal Lodha (therein referred to as "the Second Owner") of the Third Part and Lodha Estate Pvt. Ltd., M/s. Shree Sainath Enterprises and Mr. Mangalparabhat Gumanmal Lodha (therein referred to as the "Second Developer") of the Fourth Part and registered with the Sub Registrar of Assurances Thane under Serial No. TNN2-9928 of 2009; the Promoter exchanged development rights in respect of portions of plots forming part of the Larger Property and bearing Survey No. 22 totally admeasuring 2380 square meters for a portion of the plot bearing Survey No. 30/5, admeasuring area about 430.70 square meters out of the aggregate area of 5790 square metres and a portion of the plot bearing Survey No. 30/6

admeasuring about 759.30 square meters out of the aggregate area of 1140 square meters.

- iv. By and under the Deed of Conveyance dated 24th September, 2009 executed between Shri. Dilip Harishchandra Bhoir (therein referred to as the "Vendor") of the First Part and the Promoter (therein referred to as the "Purchaser") of the Second Part and registered with Sub Registrar of Assurances Thane bearing Serial No. TNN-2 08703-2009, the Promoter, *inter alia*, acquired the right to develop the property bearing Survey No. 30/7 admeasuring 350 square meters in the manner and upon the terms and conditions mentioned therein;
- v. By and under a Development Agreement dated 31st March, 2006 executed between Mr. Ashok Udaysingh Varma in his personal capacity and as the manager of Rajasingh Girdhari Singh Varma (HUF), a Joint and Undivided Hindu Family (therein referred to as the "Original Owners") of the First Part, Mr. Vijaysingh Rajasingh Varma for self and as the manager of Vijaysingh Rajasingh Varma (HUF) (therein referred to as "Vijay Singh") of the Second Part, Transcon Properties Private Limited (therein referred to as "Transcon") of the Third Part, KMD Enterprise (therein referred to as "KMD") of the Fourth Part, Manish Shah and others (therein referred to as "Manish Shah") of the Fifth Part, Mrs. Vishinkumari Udaysingh Varma and others (therein referred to as the "First Confirming Party") of the Sixth Part, Smt. Mala Vijay Doshi and others (collectively referred to as the "Second Confirming Party") of the Seventh Part, M/s. United Leach Corporation (therein referred to as the "Third Confirming Party") of the Eighth Part, Mrs. Parvatibai Rajasingh Varma and others (therein referred to as the "Fourth Confirming Party") of the Ninth Part, Mrs. Seema Vijaysingh Varma and others (therein referred to as the "Fifth Confirming Party") of the Tenth Part and the Promoter (therein referred to as the Developer) of the Eleventh Part and registered with the Sub Registrar of Assurances Thane – 5 under Serial No. TNN5–2095 of 2006, the Promoter, *inter alia*, acquired the right to develop several plots of land (including Survey No. 329 Hissa No. 2 (pt) admeasuring 1537 square meters) in the manner and subject to the terms and conditions as mentioned therein;

- C. Sometime in the year 1979, the then owner of the First Acquired Property made an application to the Competent Authority under the Urban Land Ceiling and

Regulation Act, 1976 (“**ULCRA**”) seeking approval of a scheme of development in respect of the First Acquired Property. The Competent Authority passed an order dated October 30, 1981 approving the scheme of development in respect of the First Acquired Property. Subsequently, due to non compliance on the part of the then owner, the order dated October 30, 1981 was cancelled vide an order dated July 12, 1989 (“**cancellation order**”). An appeal was preferred against the cancellation order; however, the same was dismissed. Thereafter the then owner made a fresh application under section 34 of the ULCRA. Sometime in the year 2007 and after the execution of the Development Agreement dated March 31, 2006, the Competent Authority referred the matter to the Government of Maharashtra and pursuant to such referral the Government issued an order u/s 34 of the ULCRA in respect of the First Acquired Property and imposed certain onerous conditions in relation thereto. Being aggrieved by the order of the Government, the Promoter filed the Writ Petition bearing number 9364 of 2007 before the Hon’ble Bombay High Court; wherein interim relief in favour of the Promoter has been granted by Hon’ble Bombay High Court vide Orders dated December 19, 2007 and October 7, 2008. The matter is presently pending before the Hon’ble Bombay High Court;

D. Under these circumstances, the Promoter is now desirous of developing a portion of the said Larger Property and constructing thereon a project known as "**La Familia** " (hereinafter referred to as “**the Whole Project**”) consisting of 3 wings being wings A, B & C each comprising of several upper floors (not exceeding 50 residential upper floors). The said Property is more particularly described in the **Second Schedule** hereunder written and is delineated in a Red coloured boundary line on the plan annexed hereto and marked as **Annexure “1”** and the details of the Whole Project are more particularly mentioned in the **Sixth Schedule** hereunder written. The rights, title and entitlement of the Promoter with respect to the said Property has been more particularly detailed in the Title Certificate dated 27th July, 2021 (“**Title Certificate**”). The said Title Certificate is annexed hereto and marked as **Annexure “2”**. The authenticated copies of the 7/12 extracts issued by the revenue authorities in respect of the said Property are annexed hereto and marked as **Annexure “3”**;

E. The development of the wing more particularly mentioned in the Sixth Schedule hereunder written is a phase of the Whole Project and proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ as is more particularly mentioned in Sixth Schedule hereunder written and hereinafter referred to as “**the Real Estate Project**” with the Real Estate Regulatory Authority

(“**Authority**”), under the provisions of Section 5 of the said Act read with the provisions of The Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration for the Real Estate Project, as per the details more particularly mentioned in the Sixth Schedule hereunder written and is hereinafter referred to as the “**RERA Certificate**” and a copy of the RERA Certificate is annexed and marked as **Annexure “4”** hereto;

- F. The principal and material aspects of the development of the Real Estate Project as mentioned under the RERA Certificate, are briefly stated below-
- i. The Real Estate Project shall be known by such name as mentioned in Sixth Schedule hereunder;
 - ii. The Real Estate Project shall consist and comprise of such number and type of floors as are more particularly mentioned in the Sixth Schedule hereunder written and hereinafter referred to as “**Floor Composition**”;
 - iii. The total floor space index (“**FSI**”) consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the Sixth Schedule hereunder written;
 - iv. The common areas, facilities and amenities in the Real Estate Project which shall be usable by the Allottee along with other allottees of the said Real Estate Project are listed in the **Third Schedule** hereunder written (“**Real Estate Project Amenities**”) and shall be completed/delivered with the completion of the Real Estate Project;
 - v. The Whole Project will be provided with independent 12 meter wide access from 20 meter wide D.P. Road on the south side of the Whole Project (as shown on the Plan annexed hereto and marked Annexure ‘7’).
 - vi. The Promoter shall be entitled to put signage / boards to reflect the name of "Rustomjee" and/or "Rustomjee La Familia " and/or "La Familia " by Rustomjee (and/or any brand name the Promoter is permitted to use or as desired by the Promoter), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the facade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites;

- vii. The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. The service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter for rendering maintenance services;
- viii. The Thane Municipal Corporation (“TMC”) has sanctioned plans for construction of the Real Estate Project and has issued the Development Permission / Commencement Certificate (“CC”) with respect to the Real Estate Project as per details more particularly mentioned in the Sixth Schedule hereunder written and hereinafter referred to as “Development Permission”/“CC” respectively. Copies of the Development Permission/ CC are annexed hereto and marked as **Annexure “5”** hereto;
- ix. The TMC has issued amended layout approval dated [____] bearing reference no. [____], *inter alia*, with respect to the larger layout;
- x. The sanctioned plans include the building plan, section, specifications and details of the said Wing / Real Estate Project. The building plans of the said Wing / Real Estate Project is hereinafter referred to as “**Building Plan**” and is annexed hereto and marked as **Annexure “6”**.

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

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

- (i) The Promoter is developing the Integrated Township Project as an integrated township and it is contemplated that the same shall *inter alia* comprise of residential utilization, commercial utilization, educational utilization and amenity spaces. The Promoter is developing the said Larger Property in a phase-wise manner and has notionally divided the said Larger Property into several sub-plots. It is clarified that the expression “said Larger Property” for the purposes of this Agreement shall include any additional properties that may be acquired / developed by the Promoter and/or forming part of the Integrated Township Project;
- (ii) Certain portions of the said Larger Property are reserved / earmarked under the Development Plan of City of Thane for D. P. Roads, Town Center, Schools, Gardens, Park, High Capacity Mass Transit Route (“**HCMTR**”), Proposed metro route, Housing for Dishoused / Transit Camp, etc. The aforesaid reservations are hereinafter collectively referred to as the “**Larger Property DP Reservations**”;
- (iii) The Promoter shall develop common infrastructure, amenities and facilities, as more particularly set out in the **Eighth Schedule** hereunder written, in a phase wise manner for the benefit of and utilization by the occupants of the Integrated Township Project (hereinafter referred to as “**Larger Property Infrastructure, Common Amenities and Facilities**”);
- (iv) The Promoter shall form an apex society comprising the various societies/organizations/corporate bodies in respect of the various buildings, that may be developed on the said Whole Property, *inter alia* for the purpose of proper management, maintenance, regulation and control of all the said Larger Property Infrastructure, Common Amenities and Facilities (hereinafter referred to as “**the Apex Body**”);
- (v) The Promoter is entitled to make provision for change in layout of R.G., and utilize the entire F.S.I. available on the entire layout of the Integrated Township Project till the Occupation Certificate is issued in respect of last building to be constructed in the Urbania Township Project.

- (vi) The zoning shown in the layout plan of the Integrated Township Project in and around the Whole Property is subject to change with prior approval from the concerned authorities. The Allottee hereby accords his consent for the said changes in zoning as contemplated in this Agreement, and as per the disclosures made by the Promoter.
- (vii) The Promoter shall be entitled to relocate the reservations within the Integrated Township Project, subject to obtaining the approval from the concerned authorities. The Allottee hereby accords his consent for the said relocation as contemplated in this Agreement, and as per the disclosures made by the Promoter.
- (viii) The Promoter is entitled, to change the location of the various amenities such as shopping market, health services, recreation spaces, school, etc in the layout of the Integrated Township Project, as may be required as per the Integrated Township Regulations or at the discretion of the Promoter. Play ground, gardens, parks and other open spaces provided in the Special Township Project as per Special Township Regulations shall not form part of the exclusive amenities provided for the Whole Project and that the same will be handed over to the appropriate authority for which the Allottee and/or the Society and/or the Apex Body shall have no objection.
- (ix) During the course of the construction of the Real Estate Project and/or the said Project, in case the DP Reservations that may be existing on the said Property are removed or its location is changed by the TMC, then the Promoter shall be entitled to develop the area previously demarcated as a DP Reservation and for this purpose will be entitled to amend, alter, modify or vary the scheme of development in respect of the said Property and the Allottee shall not object to the same. The Allottee hereby agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments and/or sub-divisions as aforesaid;
- (x) If at any time before or during the course of the development of the said Property, any part of the said Property is taken over by or handed over by the Promoter to any government authorities or any regulatory authorities on account of the same forming part of any DP Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the

Allottee shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors/wing or on grant of any incentive FSI, the Allottee shall not have any claim on the same. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same whether or not the same forms part of the said Property and/or the said Property and in that case if on account of such development of road, approach road, service road, access area, any nallah or sewerage area, the TMC or any other authority rewards any benefit whether monetary or otherwise, the Allottee agrees that the Allottee shall not have any sort of claim on the same and the same shall belong solely to the Promoter;

- H. The principal and material aspects with respect to the Whole Project as disclosed by the Promoter are briefly stated below-
- i. The said Property shall be developed in a phase-wise manner;
 - ii. The Promoter proposes to consume (a) Total FSI of 96529.10 square meters which is inclusive of Base FSI and Ancillary FSI but exclusive of area free of FSI in respect of the Whole Project as per the provisions of the Unified Development Control and Promotion Regulation (“UDCPR”);
 - iii. The Promoter has obtained the environmental clearances vide the letters dated 6th July, 2009, 25th March, 2014 and 12th June, 2018 addressed by the Ministry of Environment and Forest to the Promoter, in connection with the development work being carried out and proposed to be carried on the said Larger Property
 - iv. The Allottee is aware of the layout plan (“**Layout Plan**”) which specifies the location of the buildings wings constructed/being constructed on the said Property, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the said Property, and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated. A copy of the “**Layout Plan**” is annexed hereto and marked as **Annexure “7”** hereto;
 - v. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee along with the allottees of the Whole Project are listed in the **Fourth Schedule** hereunder written (“**Whole Project Amenities**”) and the same shall be completed/delivered with the completion of the Whole Project;

- vi. In the course of its development and construction of the said Real Estate Project, the Promoter will be constructing a club house on a portion of the said Property, presently shown on the sanctioned plan as “a scheme open space” and which is delineated in orange colour on the plan annexed hereto as Annexure 7. It is hereby expressly clarified that the same will be accessible to allottees occupying premises in the Urbania Township Project and the same may be subject to a fee as may be decided by the Promoter.
- vii. The Promoter shall be entitled to designate any spaces/areas in the proposed buildings of the Whole Project (including on the terrace and basement levels of such towers comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. The Promoter shall be entitled to put signage/hoarding/boards of their Brand Name (including any brand name of the Promoter is permitted to use), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or on the Real Estate Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed as part of the Whole Project from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- viii. The Promoter shall determine and identify the portion and the location on/of the said Property, if any, that may need to be handed over to any competent authorities for complying with the terms and conditions of statutory approvals and the remaining portion of the said Property after handing over the stipulated percentage if any, to TMC or any other statutory authority and/or developing as a public amenity, would be available / available for transfer to the Society and/or Apex Body (as defined hereinafter);
- ix. The nature of development of the said Property will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time;
- x. The development of the said Property is being carried out under Integrated Township Project having floating FSI, further any FSI generated from the said Property , the Promoter shall be entitled to utilize the same on the said

Larger Property subject to the approvals of the concerned authorities and the Allottee has agreed to purchase the said Premises based on the unfettered and vested Rights of the Promoter in this regards.;

- xi. The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the said Property, in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the said Property, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- I. The Allottee is desirous of purchasing on ownership basis, residential premises/flat more particularly described in Sixth Schedule hereunder written, hereinafter referred to as “**the said Premises**” and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure “8”** which shall be situated in the Real Estate Project;
- J. The Promoter has appointed Mr. Manish Savant, as the Architect and Mahimtura Consultants Pvt. Ltd., as a Structural Engineer for the preparation of the structural design and drawings of the Whole Project including the Real Estate Project. The Whole Project including the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer and it is clarified that the Promoter is entitled to appoint any other licensed architects / surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Whole Project;
- K. The Promoter has the right to sell the said Premises in the Real Estate Project being constructed / to be constructed by the Promoter, to enter into this Agreement with the Allottee in respect of the said Premises and to receive the Sale Consideration (as defined herein below) in respect thereof;
- L. The Allottee has demanded inspection/information from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title by which the Promoter has acquired right, title and interest to develop, and all the approvals and sanctions issued by relevant authorities for the development of the said Property, the Real Estate Project and the Whole Project and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made hereunder;

- M. The Allottee is not concerned with any other wing/building/structure constructed/under construction on the said Property.
- N. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate or Building Completion Certificate (as may be applicable) in respect of the Real Estate Project shall be granted by the competent authority;
- O. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;
- P. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules and Regulations made there under and the Allottee is fully satisfied with the title in respect of the Property and the Promoter's right to sell and allot the Premises;
- Q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein after;
- R. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly mentioned in the Sixth Schedule hereunder written and herein after referred as the "**Consideration**" payable by the Allottee to the Promoter in the manner set out in the **Seventh Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid such amounts to the Promoter as part payment towards the Consideration for the said Premises in the manner as more particularly mentioned in the Seventh Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge);

- S. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908;
- T. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made there under and/or by the Authority/its Appellate Tribunal from time to time;
- U. The list of Annexure attached to this Agreement are stated herein below –

Annexure “1”	Copy of Plan of the Larger Property & the Property
Annexure “2”	Copy of the Title Certificate
Annexure “3”	Copies of the 7/12 extract of the said Property
Annexure “4”	Copy of RERA Certificate.
Annexure “5”	Copy of the Development Permission/CC
Annexure “6”	Copy of the Building Plan.
Annexure “7”	Copy of the Layout Plan.
Annexure “8”	Copy of typical floor plan.

NOW 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 to be in derogation of RERA.

2. DEVELOPMENT AND CONSTRUCTION

- 2.1 The Promoter shall construct the Real Estate Project more particularly mentioned in the Sixth Schedule hereunder written comprising of the Floor Composition more particularly mentioned in the Sixth Schedule hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the TMC from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Third Schedule hereunder written. **PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or

modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. PURCHASE OF PREMISES & CONSIDERATION:

3.1. The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, on ownership basis, the Premises which is more particularly described in the Sixth Schedule hereunder written and comprising such fittings and fixtures as are detailed in the **Fifth Schedule** hereunder written and shown in red hatched lines on the typical floor plan annexed and marked **Annexure “8”** for the Consideration more particularly mentioned in the Sixth Schedule hereunder written payable in the manner set out in the Seventh Schedule hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Allottee shall also pay to the Promoter, the other charges (more particularly mentioned in the **Eighth Schedule** hereunder written and hereinafter referred to as “**the Other Charges**”) prior to taking possession of the premises.

3.2. The Promoter shall allot to the Allottee absolutely free of any consideration, cost, charge and/or fee, parking space/s being either in the nature of a individual/stack/puzzle or mechanised parking space located in the basement(s)/podium/stilt of the Whole Project and more particularly mentioned in the Sixth Schedule hereunder written and hereinafter referred to as the “**Parking Space**”. The exact location and dimension of Parking Space will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Parking Space shall be for the Allottee and Allottee’s visitors. The Allottee is aware that just as the Parking Space will be for his/her/it/their exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises shall be granted by the Promoter and that the same shall be binding on the Allottee, his/her/its/their nominees and assigns. The details of the allotment of the parking spaces will be handed over to the Society (as defined hereinafter). The Allottee shall cause the Society to ratify the parking allocation in favour of the Allottee and further that the Allottee shall not cause the Society to change the allocation of parking spaces of other allottees;

- 3.3. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written and the Allottee is satisfied with the fittings and fixtures mentioned therein;
- 3.4. The Allottee has, before execution of this Agreement, paid such amount(s) to the Promoter as part payment of the Consideration of the said Premises as more particularly mentioned in Part A of the Seventh Schedule hereunder written and hereby agree/s to pay to the Promoter the balance amount of the Consideration as and by way of installments in the manner more particularly mentioned in Part B of the Seventh Schedule hereunder written. It is clarified that Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the Sixth Schedule hereunder written ("**the said Account**");
- 3.5. If the Allottee fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or GST and/or any other taxes as applicable within 15 (fifteen) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Allottee and the Allottee shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the date of the demand notice issued by the Promoter. In addition to the Allottee's liability to pay interest as mentioned hereinabove the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement and the Allottee hereby indemnifies the Promoter regarding such expenses.
- 3.6. GST and any other new taxes, any such interest, penalty, levies and cesses and also all increases therein from time to time as may be applicable shall be paid by the Allottee to the Promoter along with and in addition to each instalment or as may be demanded by the Promoter.
- 3.7. The Allottee agrees to deduct tax at source (hereinafter referred to as "**TDS**") at applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same into the requisite Government Income Tax

account and further the Allottee agrees and undertakes to furnish to the Promoter a tax deduction Certificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Allottee fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Promoter.

3.8 Any deduction of an amount made by the Allottee on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any amount to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon the Allottee submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.

3.9 The Allottee confirms that the Sale Consideration has been arrived between the parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the GST Act and the Rules made hereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit needs to be passed on to the Allottee on account of the same.

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

- 3.11 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of infrastructure charges payable as per ITP notification and/or development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.12 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Real Estate Project/wing is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Consideration payable based on the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent) then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days. If there is any increase in the carpet area allotted to Allottee, the Allottee shall pay the additional amount to the Promoter as per the next milestone of the payment schedule as mentioned in the Seventh Schedule hereunder written, and in any event before taking possession of the Premises. All these monetary adjustments shall be reckoned/pro-rated with reference to the price and carpet area as mentioned in the Sixth Schedule of this Agreement.
- 3.13 On a written demand being made by the Promoter to the Allottee with respect to any amount (whether the Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default;
- 3.14 The Allottee is aware that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees Five

Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty. It is clarified that GST, if any, applicable on such charges/amounts shall be borne and paid by the Allottee.

- 3.15 Notwithstanding anything to the contrary, the Allottee hereby unconditionally and irrevocably authorizes the Promoter to adjust/appropriate all payments made by the Allottee, firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the said Premises, and lastly against any outstanding dues / amounts (including the Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with regard to such adjustments and waives his/her/its/their right to do so in this regard. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement;
- 3.16 If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the installment payment schedule mentioned in Part B of the Seventh Schedule hereunder written (which will not absolve the Allottee of his/her/its/their responsibilities under this Agreement);
- 3.17 The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated;

- 3.18 The Consideration is only in respect of the said Premises. The Promoter has neither charged nor recovered any price for the said Parking Space/s, limited common areas and the common areas facilities and amenities (except as specified in this Agreement).
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by TMC or such other local authority at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Premises to the Allottee, obtain from TMC/such other concerned local authority the Occupation Certificate or Building Completion Certificate in respect of the said Premises (as may be applicable).
5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and offering possession of the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Consideration and other amounts / dues payable by him/her and meeting, complying with and fulfilling all his/her other obligations under this Agreement.

6. DISCLOSURES TO THE ALLOTTEE ,RIGHTS & ENTITLEMENTS OF THE PROMOTER

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

6.1 Title:

- 6.1.1 The Promoter is developing the said Property under the provisions of Integrated Township Project under the UDCPR;
- 6.1.2 It is expressly agreed that the rights of the Allottee under this Agreement is only restricted to the Premises. All other premises in the said Wing shall be the sole property of the Promoter and the Promoter shall be entitled to sell the same without any reference or consent or concurrence from the Allottee /Allottee in any manner whatsoever.
- 6.1.3 The Promoter shall during the course of the construction and development of the Real Estate Project be entitled to put up temporary commercial kiosks and/or temporary structures on the said

Property. The Promoter alone shall be entitled to create interest in respect of the kiosks till the said Property is fully developed in all respects. Upon execution of the conveyance/s as specified in Clause 13.2 herein in favour of the Apex Body that will be formed and registered in respect of various buildings/wings on the said Property, the Promoter shall become the licensee in respect of the said kiosks/temporary structures and shall be entitled to occupy or create any kind of interest in respect thereof, subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be an irrevocable license and the Promoter and/or its assignee shall be entitled to use the same without paying any consideration of whatsoever nature to the Apex Body or the Society as the case maybe.

6.1.4 The Promoter shall subject to the provisions of the applicable regulations, be entitled to provide/construct one or more recreational spaces/community spaces (which areas/spaces are intended to be used for recreation /entertainment/health activities) in the common areas of the said Property for the use and enjoyment of the purchasers / occupiers of premises in the said Property as also other third parties, who may not be purchasers of the flats and the premises in the said Property. The Promoter shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper.

6.1.5 The Allottee has satisfied himself/herself about the title of the Promoter to the said Property and the entitlement of the Promoter to develop the said Property and shall not raise any objection on any matter relating thereto;

6.2 Approvals:

6.2.1 The Allottee has satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, and the said Property;

6.2.2 The Allottee has satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the Real Estate Project and of the said Property including Development Permission / CC, said Larger Layout Plan, the Layout Plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the Third

Schedule hereunder written), and the entitlement of the Promoter to provide and designate Real Estate Project Amenities and has consented to the development of the said Property being undertaken in accordance with the aforesaid approvals, permissions, drawings, plans and specifications;

6.2.3 At present, the Promoter estimates that the full and maximal development potential of the Real Estate Project, said Property and the adjoining properties as mentioned in the Recitals above may permit utilisation of a total FSI of 96529.10 square meters which is inclusive of Base FSI and Ancillary FSI but exclusive of area free of FSI in respect of the Whole Project as per the provisions of UDCPR. The aforesaid development potential may increase during the course of development of the Real Estate Project, said Property, and the Promoter shall be entitled to all such increments and accretions as mentioned in the Recitals and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard;

6.2.4 The Promoter currently envisages that the Real Estate Project Amenities as stated in the Third Schedule hereunder written, shall be provided in the layout of the Real Estate Project and said Property. Whilst undertaking the development of the Real Estate Project and said Property to its full and maximal potential as mentioned in the Recitals above, there may be certain additions/modifications to the common areas facilities and amenities detailed in the Third Schedule hereunder written and/or relocations/realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee hereby consents and agrees to the same;

6.2.5 The Promoter may subject to the applicable laws, rules, regulations amalgamate the said Property with a portion of land on Residential Sub Plot 8 bearing Survey No.[____] admeasuring approximately [_____] square meters thereof and which is demarcated in brown coloured boundary lines on the plan annexed hereto and marked as Annexure 7 for future development of its project tentatively titled **“Rustomjee Accropolis Project”** (or by any other name as may be decided by the promoter) which may comprise of several buildings (**“the Proposed New Project”**).

- a. It is hereby expressly clarified there may be some common amenities and facilities (in the nature basements of the Whole Project and the basements of the said Proposed New Project being inter-connected /common at one or more levels. _____) (**“Proposed Tentative Common Amenities**) which the Promoter presently contemplates as being part of the Proposed New Project which the members of the Whole Project will also be entitled to enjoy
- b. Save and except the said Proposed Common Amenities, the Proposed New Project will be independent of the Whole Project and the Promoter may subject to the provisions of the applicable laws, rules and regulations, add more wings/buildings to the Proposed New Project. Provided that the construction and development of the said Proposed New Project shall not in any manner affect or impact the Whole Project and/or the said Real Estate Project.
- c. Some of the Whole Project Amenities may be constructed / located on Proposed New Project which facilities will be available collectively for the benefit and enjoyment of all the purchasers/residents/occupants of premises in the Whole Project as well as the Proposed New Project. The outgoings and maintenance (including costs of repairs / improvements etc.) for such Amenities shall be borne and paid collectively by all the purchasers/residents/occupants of premises in the Whole Project as well as the Proposed New Project. The societies as may be formed with respect to the Whole Project shall provide access and assistance as may be required by the society/societies of the Proposed New Project for easy access and availability of the Whole Project Amenities, in accordance with the rules framed therefore (including but not limited to, payment of charges fixed thereunder) and the Allottee shall contribute the Allottee’s share of the outgoings and the maintenance charges for the Whole Project Amenities to the Promoter/Society, as and when demanded.

- d. Without prejudice to the generality of the foregoing, the Promoter has informed the Allottee and the Allottee hereby agrees and confirms that there are existing reservations for Town Centre on the said Larger Property, and in the event the said reservations (or any part thereof) is removed, then the Promoter shall be entitled to exploit and utilize the entire development potential (by whatever name called) that may become available on account thereof, by constructing additional premises on the Larger Property as per the plans seen and approved by the Allottee (hereinafter referred to as **“the Further Proposed Plans”**).

6.3 Phase wise Development

- 6.3.1 As mentioned in Recital B above, the Allottee is aware that the said Property on which the Whole Project and/or the said Real Estate Project is being developed on a portion of the said said Property on which the Urbania Township Project, which is delineated in a red coloured boundary line on the plan annexed hereto and marked as Annexure “1” is also underway. In light of the same, the Allottee is aware that the Promoter may modify and/or alter the buildings and/or wings which form part of the said Urbania Township Project in accordance with the applicable provisions of the law, rules and regulations and the plans sanctioned by the TMC and/or such other local authority. It is clarified that no such modification shall in any manner prejudicially affect or impact the Whole Project and/or the said Real Estate Project and/or the said Premises. In view thereof, the Allottee agrees and confirms that he/she/it shall not cause any hindrance or obstruction to the aforesaid development being undertaken with reference to the said Urbania Township Project.
- 6.3.2 The Allottee has perused and examined a copy of the said Layout Plan (being Annexure 7 hereto) on which the reservations presently existing on the said Larger Property have been delineated in yellow colour on the thereon. The Allottee is aware that in the event of the location of the said reservations undergoing a change necessitated due to any amendment in the provisions of the applicable laws, rules and regulations and/or policies instituted by the TMC, then the Allottee shall not raise any objection and/or make any claim in that regard against the Promoter and/or the said Real Estate Project, provided the same does not in any manner affect or impact the

Whole Project and/or the said Real Estate Project and/or the said Premises,

6.4 Construction & Finishing:

- 6.4.1 The Promoter has appointed/will appoint third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter on intimation by the Allottee shall approach the third-party contractor(s) for the rectification of the defect(s) and the Allottee shall provide such assistance as may be required based on the facts of the issue;
- 6.4.2 If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA (“**Defect Liability**”). It is further clarified that the Promoter shall not be liable for any defects caused by reason of the willful default and/or negligence of the Allottee and/or any act or omission of the Allottee or any person under the Allottee’s directions and/or any other allottees in the Real Estate Project. It is clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (described below) and would not be within the ambit of this clause. It is further clarified that the Defect Liability shall not cover such damages as are caused due to any Force Majeure Event or such items for which the manufacturer itself does not provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project;
- 6.4.3 The Promoter shall compile and preserve the documents / drawings / certificates as specified in the Development Permission/CC and handover the same to the Society in the manner stated therein or as may be mutually agreed between the Society and the Promoter on completion of the development of the said Property. Thereafter, the Allottee shall cause the Society to preserve and maintain the

documents / drawings / certificates received from the Promoter. The Allottee shall also cause the Society to carry out the necessary repairs, structural audit, and fire safety audit at regular intervals as required by the Chief Fire Officer.

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

6.4.5 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries ("**Facility Management Agency**") to manage the operation and maintenance of the Real Estate Project to be constructed on the said Property, common amenities, common areas, facilities and infrastructure on the said Property after the completion of the development of the said Property, i.e. completion of the Real Estate Project. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by, the allottees and/or occupants of the premises comprised in the Real Estate Project including the Allottee on a pro rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the Real Estate Project / or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper

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

7 POSSESSION DATE, DELAYS AND TERMINATION

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

7.2 If the Promoter fails to offer possession of the Premises to the Allottee on the Date of Hand Over (subject to force majeure and/or the other conditions mentioned below) or within any further date or dates as may be mutually agreed between the parties hereto, then in such an event if the Allottee intends to withdraw from the Real Estate Project, the Allottee shall be entitled to give notice to the Promoter terminating this Agreement, in which case the Promoter shall within 30 (thirty) days from the receipt of such notice, refund to the Allottee the amounts (excluding taxes, if any) that may have been received by the Promoter from the Allottee in respect of the Premises along with the interest computed from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid, subject to the applicable provisions of RERA and the rules made thereunder. On the Promoter tendering the refund of the aforesaid amounts in respect of such termination, neither party shall have any claim against the other under the said Agreement in respect of the Premises or otherwise and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the

Promoter may deem fit. Provided that the Promoter shall be entitled to extension in the Date of Hand-over, if the same is delayed on account of:

- (i) Any force majeure events;
- (ii) War, Civil Commotion;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iv) Any stay order / injunction order issued by any Court of Law, competent authority, TMC statutory authority;
- (v) Any other circumstances that may be deemed reasonable by the Authority.

Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances set out below that materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Real Estate Project as applicable, or have a direct effect on the execution of the Real Estate Project and are not occasioned by any default or breach on the part of such Party and include the following:

- (a) *Earthquake, flood, inundation, and landslide.*
- (b) *Storm, tempest, hurricane, cyclone, lightning, thunder, or other extreme atmospheric disturbances.*
- (c) *Fire caused by reasons not attributable to a Party.*
- (d) *Acts of terrorism.*
- (e) *War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.*
- (f) *Pandemic, invocation of NDMA/Epidemic Diseases Act and/or any Government enforced lockdowns.*
- (g) *Change in Applicable Law.*
- (h) *Acts of expropriation, compulsory acquisition, or takeover by any government agency of the Project or any part thereof or of a Party’s rights in relation to the Project.*
- (i) *Early determination of this Agreement for reasons of national emergency or national security.*
- (j) *Any restrain orders/ injunction from judicial/ quasi-judicial authorities.*

(k) *Acts beyond the reasonable control of the Parties.*

- 7.3 The Allottee agrees that the return of the payment mentioned in Clause 7.2 above constitutes the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 7.2 above, save and except in case of there being any understanding between the Promoter and Allottee towards the adjustment of any advance or deposit paid by the Allottee towards any direct/indirect taxes including GST payable on account of the transaction contemplated under these presents, the Promoter shall refund to the Allottee any amounts received from the Allottee towards such taxes but not paid by the Promoter to the authority on account of the same not being due and payable to the concerned tax authorities.
- 7.4 The Promoter shall, on receipt of (a) the occupation certificate in respect of the said Real Estate Project from the competent authority and (b) only after the payments are made by the Allottee as per this Agreement, offer possession of the said Premises to the Allottee by way of a written notice as per the terms of this Agreement.
- 7.5 Upon receiving a written intimation from the Promoter as per Clause 7.4, the Allottee shall take possession of the Premises from the Promoter within 15 (fifteen) days from the date of issuance of such notice by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Premises to the Allottee. In case the Allottee fails and/or neglects to take possession within the time provided in Clause 7.4 the Allottee shall bear and pay all outgoings and maintenance charges as applicable.
- 7.6 If within a period of 5 (five) years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the said Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to such remedies as prescribed under the applicable provisions of RERA.

- 7.7 The Promoter shall however not be responsible or liable to comply with its obligations stated in Clause 7.6, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Allottee or the Society (as defined hereinafter) or any other occupant of the said Real Estate Project, or due to normal wear and tear. It is further clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency and would not be within the ambit of this clause. It further clarified that the defect liability shall not cover such damages caused due to any Force Majeure event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the entire development in respect of the said Property.
- 7.8 If the Allottee desires any modification/s in the specification/s and/or provision of certain amenities not meant to be provided to the Allottee and offers to make payment of the additional charges for such modification and provision to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification and provision shall be added to the time for delivery of possession of the Premises to the Allottee.

8 OUTGOINGS

- 8.1 On receipt of the (a) Occupation Certificate in respect of the said Real Estate Project from the Competent Authority and (b) notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the said Property and the said Real Estate Project namely Property tax , any other local taxes, betterment charges or such other levies by the concerned local authority and/or government, sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the said Real Estate Project from the date Occupation Certificate .

- 8.2 Until the Society is formed and the said Real Estate Project is conveyed to the Society in manner contemplated herein, and the said Property is conveyed in favour of the Society and/or the Apex Body, the Allottee shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter.
- 8.3 The Allottee agrees that till the Allottee's share is so determined, and consents to the Promoter utilizing the monies paid by the Allottee as and by way of deposits towards the advance maintenance charges, maintenance deposit, the details whereof are more particularly listed in Part B of Seventh Schedule, upon the utilisation of the monies against the heads detailed in Part B of the Seventh Schedule, the Allottee agrees and confirms that on such demand being raised by the Promoter, it shall pay to the Promoter provisional monthly contribution of Rs._____ per month with the applicable GST towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the conveyance of the said Real Estate Project is executed in favour of the Society and/or the Apex Body in manner contemplated herein; On such conveyance, the aforesaid deposits (less deduction) shall be paid over by the Promoter to the Society or the Apex Body, as the case may be.
- 8.4 The Allottee shall on demand/or before taking possession of the Premises pay to the Promoter the Other Charges namely, the property tax, maintenance and other one-time charges mentioned in Part A and Part B of the Eighth Schedule hereunder written.
- 8.5 The Other Charges to be collected by the Promoter under Clause 8.4 above shall be further increased by applicable rate of Goods and Service Tax, as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case before asking for possession of the Premises.
- 8.6 It is agreed in respect of amounts mentioned in Part A of the Eighth Schedule hereunder written, the Promoter is not liable to render accounts and shall be entitled to retain and appropriate the same to its account.

- 8.7 The Promoter shall render the account in respect of the amounts mentioned in Part B of the Eighth Schedule hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Allottee, at the time of handing over the management and charge of the Wing to the Society.
- 8.8 It is clarified that the list of Other Charges mentioned in the Eighth Schedule hereunder written is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such Other Charges under such other heads as the Promoter may indicate.
- 8.9 It is hereby clarified that the amounts mentioned in the Eighth Schedule do not include the dues for electricity, gas and other bills for the Premises and the Allottee shall be liable to pay for the electricity, gas and other bills for the individual meters separately.
- 8.10 The Allottee has been informed that the utility meters such as electric and gas meter will initially be in the Promoter's name and it will be the Allottee's obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee to make payment of all utility charges from the date, possession of the Premises is offered to the Allottee. This clause shall operate as no-objection (NOC) of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee) in the records of the utility companies. However, in case the Allottee requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee.
- 8.11 It is clearly understood and agreed that it shall not be the obligation of the Promoter to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter has received the same from the purchasers of various flats and other premises in the said Real Estate Project. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Real Estate Project and/or the said Property (or portions thereof) by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account

of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee or other purchasers/holders of the premises therein and/or their failing to comply with their obligations under this Agreement.

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

- (a) the Allottee shall pay to the Promoter the amounts more particularly mentioned in the Eighth Schedule hereunder written towards his non-refundable contribution to the Corpus Fund. The Promoter shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the said Property Infrastructure and Common Amenities and Facilities until formation of the Body and/or Apex Body and transfer of the Corpus Fund by the Promoter to the Society and/or the Apex Body;
- (b) the Promoter shall open a bank account in respect of the Corpus Fund for the limited purpose of depositing therein contributions towards the Corpus Fund and making disbursements towards such repair and maintenance of the said Property Infrastructure and Common Amenities and Facilities;
- (c) the Promoter /Apex Body (as the case may be) shall be entitled to invest the Corpus Fund less the aggregate of the payments to be made to the Project Management Agency or any other entity towards the repair and maintenance of the said Property Infrastructure and Common Amenities and Facilities in accordance with the agreements made with them, in fixed deposit/s and/or any other investment schemes with bank/s for an appropriate term as may be determined by the Promoter/the Society/the Apex Body, as the case may be and/or its nominees / assigns.

9 DEFAULT AND THE CONSEQUENCES:

9.1 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee, then subject to the provisions of Clause 7.2 above, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Real Estate Project,

interest as specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Premises. The Allottee agrees to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

9.2 Without prejudice to the right of the Promoter to charge interest in terms of Clause 3.5 above, on the Allottee committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Allottee to the Promoter under this Agreement (including the Allottees' proportionate share of taxes levied by TMC and other outgoings) and/or on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter give a notice of 15 (fifteen) days in writing to the Allottee by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;

9.3 On lapse of the Notice period mentioned in cause 9.2, the Promoter shall on its discretion terminate the Agreement calling upon the Allottee to execute the necessary Deed of Cancellation. The Allottee binds himself to attend such office and admit the execution thereof. In the event of failure on the part of the Allottee to respond and or admit the execution of the necessary Deed of Cancellation, the Promoter shall recover such amounts from Allottee ____ per day as liquidated damages, till such time the of Deed of Cancellation is executed.

9.4 Upon termination of this Agreement;

9.4.1 The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;

- 9.4.2 The Promoter shall be entitled to deal with and dispose of the Premises to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Allottee;
- 9.4.3 An amount equivalent to 10% of the Consideration, shall stand forfeited towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Allottee agrees, confirms and acknowledges, constitutes 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. Save and except as mentioned in Clause 7.2 hereinabove, the Promoter shall refund the balance Consideration paid by the Allottee to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST, and/or any other amount due and/or payable by the Allottee and/or paid by the Promoter on Allottee's behalf/account in respect of the Premises within a period of 30 (thirty) days of the termination as above.

10 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

- 10.1 He/She/It is competent to enter into contract and is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein;
- 10.2 He/She/It has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up or dissolved, as the case may be;
- 10.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of his/her/its assets and/or properties;
- 10.4 None of his/her/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- 10.5 No notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or

any proceedings initiated against the Allottee for his involvement in any money laundering or any illegal activity and/or is declaring him/her/its to be a proclaimed offender;

10.6 No execution or other similar process is issued and/or levied against him/her/it and/or against any of his/her/its assets and properties;

10.7 He/She is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;

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

11 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

11.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Property, and also has actual, physical and legal possession of the Land for the implementation of the Real Estate Project;

11.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

11.3 There are no encumbrances upon the Real Estate Project save and except those disclosed in the Title Report ;

11.4 There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed in the Title Certificate and on the Real Estate Project's Registration page on MahaRERA website;

- 11.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall also be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- 11.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 11.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- 11.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- 11.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till possession is offered to the Allottee in accordance with Clause 7.1 and Clause 7.4 hereinabove and thereupon shall be proportionately borne by all the allottees/members of the Society;
- 11.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project.

12 COVENANTS BY THE ALLOTEE:

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

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

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

- 12.10 To carry out at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was offered by the Promoter to the Allottee 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 12.11 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 12.12 Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Real Estate Project or any part thereof in any manner whatsoever;
- 12.13 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project / or any part thereof in any manner whatsoever;
- 12.14 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and/or the Real Estate Project;
- 12.15 Not to display at any place in the said Premises or the Real Estate Project or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project or any part thereof or anywhere else whatsoever on the said Property or any structures thereon;

- 12.16 In case during the course of the Allottee carrying out any renovation/repair within the said Premises a defect or damage of any nature is caused to the said Premises and/or the said Real Estate Project then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Allottee shall be required to repair and/or rectify the same at his/her own cost and expenses;
- 12.17 Not to fix any grill to the said Wing or windows except in accordance with the design approved by the Promoter;
- 12.18 To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project and the said Property;
- 12.19 To use the said Premises or any part thereof or permit the same to be used only for personal residential purpose and the Parking Space only for purpose of parking vehicle/s;
- 12.20 To bear and pay in a timely manner as stated herein all amounts, dues, taxes, installments of the Consideration, as required to be paid under this Agreement;
- 12.21 The Consideration has been arrived between the Parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the Goods and Services Tax Act (GST Act) and the Rules made thereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit need to be passed on to the Allottee on account of the same;
- 12.22 Not to change the user of the said Premises without the prior written permission of the Promoter/ Society and concerned statutory authority/ies;
- 12.23 Until the Allottee is admitted as the member of the Society, the Allottee shall not to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the

possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or his/her rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter;

- 12.24 To observe and perform all the rules and regulations which the said Society may adopt/have in place and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- 12.25 To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof;
- 12.26 Not to create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project;
- 12.27 Not to do himself/herself or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee's family or any servant or guest of the

Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoter/ Society, as the case may be, on each such occasion;

- 12.28 Not to change the name of the Real Estate Project either by himself/herself or through the Society, at any point of time without the prior written permission of the Promoter;
- 12.29 Not to raise any objection and/or cause any hindrance or obstruction with respect to the development and/or construction activities being undertaken and/or that may be undertaken pursuant to the execution of this Agreement on the said Property or any part thereof and fully co-operate with the Promoter in the phase-wise development of the Real Estate Project including the Real Estate Common Amenities and Facilities;
- 12.30 Not to do or suffer to be done anything on the said Property or the Real Estate Project which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Allottee commits any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf.
- 12.31 Not to interfere in matters pertaining to the maintenance and/or hand-over of any reservations or any other area comprised in the said Property, and the Promoter alone shall have full say and control and unfettered right with regard to the same and appropriate provisions in this regard will be made in the Society and/or Apex Body Conveyance.
- 12.32 The Allottee shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee shall use the Said Parking Space for the purpose of parking the Allottee's own vehicle. The Allottee agrees not to change the user of the Premises without prior consent in writing of the Promoter and any change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

12.33 The representations and warranties stated in this clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

13 FORMATION OF THE SOCIETY

13.1 Formation of the Society:

13.1.1 The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the Real Estate Project and/or the Whole Project, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules;

13.1.2 The Allottee shall, along with other allottees of premises/units in the Real Estate Project and/or the Whole 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 RERA and RERA Rules, in respect of the Real Estate Project and/or Whole Project in which the allottees of the premises in the Real Estate Project and/or Whole Project shall be joined as members ("**the Society**");

13.1.3 For this purpose, the Allottee 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, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority;

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

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

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

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

13.1.7 Post execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.[_____] (Rupees [_____] Only) per month in respect of each unsold premises towards the outgoings;

13.1.8 Till the entire development of the said Larger Property is completed, the Allottee shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Whole Property and the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard. Without prejudice to the generality of the foregoing, the Allottee agrees, confirms and warrants that the Promoter shall until the completion of the entire development of the said Larger Property (including after the formation of the Society) have full and free access to the Whole Project Amenities and the Real Estate Project Amenities for and/or in connection with any and all promotional and/or other activities, including photoshoots, and the Allottee (and the Society) shall not, nor shall they be entitled to, obstruct, impede and/or otherwise interfere with the Promoter's said rights under any circumstances whatsoever.

13.1.9 Pursuant to the execution of the Society Conveyance (as defined hereinafter), the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the

Allottee shall extend necessary co-operation and shall do all such necessary acts, deeds, matters and things as may be required in this regard;

13.1.10 With respect to the other real estate projects in the Whole Project, 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, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the said Property shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and RERA and RERA Rules

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

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

13.2.1 Within 3 (three) months from (a) the receipt of the entire sale consideration from the allottees of the premises in the Real Estate Project and (b) the date of issuance of the Occupation Certificate with respect to the Real Estate Project, the Promoter shall, execute/cause to execute the conveyance of the structure of the Real Estate Project (excluding basements, ground and stilts) to the Society together with the Real Estate Project’s exclusive common areas, amenities and facilities as described in Third Schedule herein, (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs,

expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation, management and/or supervision of the Real Estate Project including common areas, facilities and amenities therein and the Promoter shall not be responsible for the same;

13.2.2 The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project (“**Other Societies’ Conveyance**”).

13.3 Formation of Apex Body

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

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

13.3.3 Within 3 (three) months from the formation of Apex body, the Promoter shall execute/cause to execute conveyance of the said Property together with the basements, ground and stilts of the Real Estate Project as well as of Society and Other Societies, together

with the Common Areas, Amenities and Facilities on the said Property in favour of the Apex Body (“**Apex Body Conveyance**”).

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

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

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

13.3.7 The Society Transfer Document to be executed in favour of the Society shall inter alia contain the following:

- (i) the right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Society to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;
- (ii) The obligation of the Society to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the said Wing and/or the Said Property and/or any portion thereof;
- (iii) The obligation of the Society to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter or the Apex Body;
- (iv) Declaration and undertaking by the Society that the Society shall not be entitled to the existing and future FSI (whether by

change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the said Property and/or the said Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Society shall not have any objection in this regard;

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

14 NOMINEE

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

15 LOAN AND MORTGAGE

- 15.1 The Allottee shall be entitled to avail a loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of

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

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

15.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other balance amounts payable by the Allottee under this Agreement;

15.4 The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its directors, agents,

executives, and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible;

- 15.5 In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under the applicable law.

16. MISCELLANEOUS

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

indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only;

16.2 The common areas and amenities forming part of the Real Estate Project shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of the flats/ units/ premises of the Real Estate Project and save and except as otherwise captured under this Agreement, shall not be commercially exploited and shall not be used for any other purpose. The Allottee undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter / Society/Apex Body with respect to the use of the common areas and amenities forming part of the said Real Estate Project. The Allottee confirm/s and acknowledge/s that the Real Estate Project Amenities shall be utilized by all the members of the Society;

16.3 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Whole Project.

16.4 The Allottee shall be bound by all the undertakings given by the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the Development Permission/CC and NOC for fire fighting) including but not limited to any other matters granted by various authorities with respect to the said Wing and the Allottee agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Allottee himself to the said authorities. The Allottee hereby agrees to execute such undertakings, as may be required, in favour of the TMC in respect of the open space deficiency as may be required by the Promoter / concerned authority;

16.5 The Allottee is aware that the development of the said Property is a layout development;

- 16.6 The Promoter shall be entitled to construct site offices/ lounge on the said Property and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Property has been completed in all respects and the full development potential has been utilised by the Promoter;
- 16.7 It is agreed between the Parties that, if the Allottee intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to a site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 (fifteen) years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, during the site visit;
- 16.8 The Allottee is aware that the sample/show flat if any, constructed/digitally developed for marketing purpose by the Promoter and all furniture, items, electronic goods, amenities, etc. Provided/depicted therein are only for the purposes of showcasing utilization of the premises as conceptualized by Promoter, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the said sample/show flat , other than as expressly agreed by the Promoter under this Agreement;
- 16.9 The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavor basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural discoloration, tonal differences or inconsistency at the time of installation / application;

- 16.10 The Allottee has satisfied himself/herself with respect to the designs and materials (as intimated in the brochure/allotment letter) for construction on the said Property;
- 16.11 The Allottee shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement;
- 16.12 The Allottee hereby agrees and declares that he/she shall submit full-fledged drawings with all specifications before starting interior work of the said Premises and approval/NOC shall be obtained from the Promoter. The Allottee shall prior to commencing the interior works keep deposited as a security deposit, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the Real Estate Project, Real Estate Project Amenities, etc. whatsoever ("**Fit Out Deposit**"). The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Premises or to the structure, facade and/or elevation of the said Real Estate Project or any part of thereof, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses;
- 16.13 The Allottee agrees and confirms that any refund payable by the Promoter is subject to clearance of all or any dues payable by the Allottee. Further all or any unpaid dues under any heads shall be adjusted and the balance if any shall be released / transferred to the society or as the case may be.
- 16.14 The Allottee agrees and confirms that the Consideration is derived on the basis of the Allottee having agreed to pay the Consideration as per the payment schedule more particularly specified in the Seventh Schedule hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

16.15 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Real Estate Project or the said Property and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, swimming pool, club house/fitness centre, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

21. **SEVERABILITY**

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

22. **FURTHER ASSURANCES**

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

23. **WAIVER**

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

24. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

Thane, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

25. NOTICES

25.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID at their respective addresses / email addresses mentioned in the Sixth Schedule hereunder written.

25.2 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. The Allottee agrees and confirms that notices and other communications sent by an email to the Allottee shall be valid mode of service.

26. JOINT ALLOTTEES

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

27. STAMP DUTY AND REGISTRATION CHARGES

27.1 The said Larger Property as described in the First Schedule hereunder written is being developed under the Special Township Scheme notified vide notification no. CMS/TPS/1207/220/CR – 541/08/UD– 12 dated August 24, 2009 whilst the said Property more particularly described in Second Schedule hereunder written and which is a part and parcel of the said Larger Property is being developed under an Integrated Township Scheme. Accordingly, as per the policy guidelines for development of Special Township Scheme bearing No. TPS/1204/THANE. D.P DCR/UD -12 dated 25th May, 2006 vide Clause 2(b) of the schedule therein, the stamp duty rates applicable for the project are 50% of prevailing rates. Accordingly on basis of the above guidelines and Government Gazette bearing No. Mudrank

2006/ U.O.R.53/C.R. 536/M-1 dated 15th January, 2008, the Agreement for Sale for one of the premises has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 735/09 dated December 5, 2009 with 50% exemption payable in Stamp Duty. As the present Agreement for Sale of the Premises under reference is on the similar lines of the agreement already adjudicated and as the Premises is situated on the Property which is the part and parcel of the said Property more particularly described in the Second Schedule hereunder written, the adjudication of document is not warranted and 50% stamp duty is being paid for registration of this Agreement.

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

28. DISPUTE RESOLUTION

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

29. GOVERNING LAW

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

30. PERMANENT ACCOUNT NUMBERS

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

31. CONSTRUCTION OF THIS AGREEMENT

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

- 31.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- 31.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which provision referred to has directly or indirectly replaced.
- 31.2 Any reference to the singular shall include the plural and vice-versa;
- 31.3 Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa;
- 31.4 The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 31.5 References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 31.6 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 31.7 References to a person (or to a word importing a person) shall be construed so as to include:
- 31.7.1 An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other

governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

31.7.2 That person’s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Larger Property)

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

Sr. No.	Survey Nos.	Hissa Nos.	Total area under township in square meters as per 7/12 extracts
1	12	1/1	1360
2	12	½	130
3	12	2	4320
4	12	3/1	3600
5	12	3/2	20
6	12	4/1	2180
7	12	4/2	600
8	12	4/3	460
9	13	1/1	470
10	13	½	200
11	13	1/3	60
12	13	2/1	220
13	13	2/2	400
14	13	2/3	190
15	13	3/1	240
16	13	3/2	390
17	14	D	310
18	14	E	20
19	14	F	880

20	14	G	1620
21	15	1a	20
22	15	1b	240
23	15	1c	30
24	15	1d	2950
25	15	2a	20
26	15	2b	190
27	15	2c	90
28	15	3a	20
29	15	3b	400
30	15	3c	760
31	15	3d	1900
32	15	3e	130
33	15	4a	10
34	15	4b	1050
35	15	4c	460
36	15	5a	1270
37	15	5b	1640
38	15	5c	450
39	16	2b	780
40	16	2c	1150
41	16	3	2790
42	16	4	1060
43	16	5	2020
44	16	6	580
45	17	3a	240
46	17	3b	600
47	17	3c/1	480
48	17	3c/2	50
49	17	4b	1590
50	17	4c/1	1360
51	17	4c/2	320
52	17	5	990
53	17	6a	2270
54	18	3a	660
55	18	4a	260
56	18	6B	130

57	19	1a	920
58	19	2/1a	270
59	19	2/1b	680
60	19	2/1c	1200
61	19	3/1a	340
62	19	3/1b	750
63	19	3/1c	1190
64	19	4/1a	270
65	19	4/1b	680
66	19	4/1c	1230
67	19	5/1a	110
68	19	5/1b	640
69	19	5/1c	240
70	20	1/1	160
71	20	½	20
72	20	2/1	320
73	20	2/2	30
74	20	3/1	2010
75	20	3/2	500
76	20	3/3	370
77	20	¾	200
78	20	3/5	400
79	20	3/6	1180
80	20	4/1	1250
81	20	4/2	240
82	21	1pt	1122.15
83	30	2	4000
84	30	3	4280
85	30	5pt	430.7
86	30	6pt	759.3
87	30	7	350
88	35	1a	230
89	35	1b	1490
90	35	2a	930
91	35	2b	380
92	35	3	5160
93	35	4	1470

94	35	5a	160
95	35	5b	470
96	35	6	230
97	35	7	300
98	35	8	330
99	36	1a	40
100	36	1b	340
101	36	2	1370
102	36	3	1370
103	36	4	2330
104	36	5	150
105	36	6	2070
106	36	7	3180
107	37	1a	1640
108	37	1b	630
109	37	1c	10
110	37	2a	330
111	37	2b	100
112	37	3a	70
113	37	3b	2570
114	37	3c	1240
115	37	3d	280
116	37	4a	60
117	37	4b	2110
118	37	5a	200
119	37	5b	760
120	37	6	1290
121	37	7/a	3020
122	37	9/a	940
123	38	1/a	1040
124	38	2	300
125	41	1	1570
126	41	2	610
127	41	3	3490
128	41	4	3010
129	41	5	350
130	41	6	4270

131	41	7	3690
132	41	8	3740
133	41	9	8660
134	42	1a	10
135	42	1b	160
136	42	1c	160
137	42	2a	160
138	42	2b	460
139	42	2c	320
140	42	3a	1150
141	42	3b	1080
142	42	3c	80
143	42	4a	50
144	42	4b	500
145	42	5	510
146	42	6	2830
147	42	7	2400
148	43	1	230
149	43	2	1850
150	43	3	1900
151	43	4a	1570
152	43	4b	70
153	43	5	3030
154	43	6	3140
155	43	7	1920
156	43	8	200
157	43	9	560
158	43	10	3820
159	43	11	200
160	43	12	780
161	44	1/a	860
162	44	1/b	100
163	44	2	100
164	44	3/a	960
165	44	3/b	100
166	44	4	1820
167	44	5a	140

168	44	5b	1580
169	44	5c	2680
170	44	6a	280
171	44	6b	1130
172	44	6c	10
173	44	6d	600
174	45	1a	170
175	45	1b	10
176	45	2/a	1000
177	45	2/b	2770
178	45	3	200
179	45	4/a	230
180	45	7/a	1420
181	45	8/a	2490
182	45	9	2880
183	45	10	400
184	46	1a	390
185	46	1b	1000
186	46	2a	60
187	46	2b	670
188	46	3a	380
189	46	3b	2050
190	46	4a	100
191	46	6/b	870
192	46	7/b	340
193	46	8a/1	190
194	46	8a/2	450
195	46	8b	420
196	47	1/a	700
197	47	3/b	2460
198	47	4a	140
199	47	4b/1	1150
200	47	4b/2	710
201	47	5a	140
202	47	5b/1	410
203	47	5b/2	1520
204	47	6	1720

205	47	7	280
206	47	8	1540
207	48	1a	20
208	48	1b	340
209	48	1c	20
210	48	2a	10
211	48	2b	90
212	48	2c	380
213	48	3a	470
214	48	3b	490
215	48	4	1920
216	48	5	4220
217	48	6	180
218	48	7	2300
219	48	8	1420
220	49	1	1040
221	49	2	1110
222	49	3	180
223	50	1a	2730
224	50	1b	280
225	50	2	4020
226	50	3	1870
227	51	1	2150
228	51	2	560
229	51	3	3950
230	51	4a	80
231	51	4b	3870
232	51	5a	130
233	51	5b	1100
234	51	5c	4500
235	51	6a	800
236	51	6b	1230
237	51	6c	3170
238	51	7a	50
239	51	7b	1390
240	51	7c	2050
241	51	8a	140

242	51	8b	1100
243	51	8c	3490
244	51	9a	10
245	51	9b	470
246	51	9c	890
247	53	2/2	2390
248	53	2/3	1254
249	54	1	610
250	54	2	3440
251	54	3	610
252	54	4	4040
253	55	1	300
254	55	2	300
255	55	3	3830
256	55	4	410
257	55	5	400
258	84	1	430
259	84	2	720
260	84	3	1450
261	327	1	1010
262	327	2/a	18600
263	327	2/b	4860
264	327	2/c	5060
265	327	2/d	180
266	327	2/e	4250
267	327	2/f	510
268	327	2/g	1060
269	327	2/h	1750
270	327	2/j	560
271	327	4	150
272	328	1	200
273	328	2	280
274	328	3/a	5080
275	328	3/b	5490
276	328	3/c	300
277	328	3/d	5490
278	328	3/e	2860

279	328	3/f	1110
280	328	3/g	5490
281	328	3/h	510
282	328	3/j	860
283	329	1	510
284	329	2	7080
285	329	3	8830
286	329	4	200
287	329	5a	560
288	329	5b	1670
289	329	6a	410
290	345	1/a	1830
291	345	1b	2080
292	345	1/c	140
293	345	2a	70
294	345	2b	410
295	345	3a	30
296	345	3b	380
297	345	4	180
298	345	5	3590
299	345	6a	160
300	345	6b	2570
301	345	7a	4600
302	345	7b	980
303	345	8	2480
304	345	9	5770
305	345	10	3090
306	345	11a	810
307	345	11b	1730
308	345	12	1640
309	345	13	560
310	345	14a	10
311	345	14b	140
312	345	15	910
313	345	16	1420
314	345	17	140
315	383	---	24410

316	386	2A	181
317	386	3A	4640
318	386	5A	35164
319	423	1a	470
320	423	1b	440
321	423	2a	3090
322	423	2b	250
323	423	3a	30
324	423	3b	2450
325	423	3c	2490
326	423	4a	4200
327	423	4b	460
328	423	5a	1410
329	423	5b	2740
330	423	6a	3340
331	423	6b	920
332	423	7a	520
333	423	7b	1400
334	423	8a	630
335	423	8b	400
336	423	10	3030
337	424	1 A	1720
338	424	1 B	3440
339	424	3a	2930
340	424	3b	210
341	424	1 D	400
342	424	6	17547
	TOTAL		523468.15

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

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

Sr. No.	Survey No. / Hissa No.	Area (square meters)
1	30/2	4000
2.	30/3	4280
3.	30/5(pt)	430.7
4.	30/6(pt)	759.3
5.	30/7	350
6.	329/2(pt)	1537

On or towards the East : S. No. 30/4(pt), 30/8(Pt) of Village Majiwade
On or towards the West : S. No. 30/5(pt), 30/(6pt)
On or towards the North S.No. 30/1(pt) of Village Majiwade.
On or towards the South S. No. 386/4a of Village Majiwade.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(“Real Estate Project Amenities”)

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

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

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THE SIXTH SCHEDULE ABOVE REFERRED TO
("Meaning of the Terms and Expressions defined in this Agreement")

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning and Description</u>
1.	Name, address and email id of the Promoter	Name: Kapstone Constructions Pvt. Ltd. Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069 Email id: customersupport.urbania@rustomjee.com
2.	Name, address and email id of the Allottee	Name : Email ID :
3.	said Wing	Wing "___"
4.	Real Estate Project	"Rustomjee La Familia Wing-[__]"
5.	RERA Certificate	Certificate bearing no. _____ dated _____
6.	Floor Composition	The Real Estate Project shall comprise of _____
7.	FSI Consumption	96529.10 square metres.
8.	CC	V.P.No. _____ dated _____.
9.	the said Premises	Flat bearing No. ____ on ____ floor of the said Wing / Real Estate Project and admeasuring ____ square meters (carpet area) equivalent to ____ square feet (carpet area) of the Whole Project known as "Rustomjee La Familia" . The exclusive areas appurtenant to the said Premises admeasure ____ square meters equivalent to ____ square feet.
10.	Parking Space	[__]Car Parking Space.
11.	Consideration	Rs. _____ -(Rupees _____ Only)
12.	Possession Date	[____]; subject to provisions of Clause 7 of this

		Agreement for Sale.
13.	the said Account	Kapstone Constructions Pvt. Ltd. La Familia Collection A/C. _____ IFSC Code: _____
14.	Mortgagee Bank /Financial Institution	_____
15.	said Nominee	
16.	PAN	(A) Promoter: AACCK3513F ; (B) Allottee: [_____]

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THE SEVENTH SCHEDULE ABOVE REFERRED TO:

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

Particulars	Payment Due (% of AV)
PART A	
Token/Part of application fee	1.0%
Balance Application fee within _____ days of token	9.0%
PART B	
Within in _____ days from execution of agreement	[__]%
On completion of Plinth level	[__]%
On completion of ____ Slab	[__]%
On completion of ____ Slab	[__]%
On completion of ____ Slab	[__]%
On completion of ____ Slab	[__]%
On completion of ____ Slab	[__]%
On completion of ____ Slab	[__]%
On completion of ____ Slab	[__]%
On completion of ____	[__]%
On completion of ____	[__]%
On completion of ____	[__]%
On Possession	[__]%
Total	100.0%

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

PART A		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Legal Charges	Rs. ____/-
2.	Charges towards installation of Electric Meter, Water Meter, Gas Connection up to the ground floor of the said Wing	Rs. ____/-
3.	Development Charges (& infrastructure Charges levied as per ITP notification)	Rs._____-/-
	Total	Rs. _____-/-

PART B		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Share Application and Entrance Fees of the said Society	Rs. ____/-
2.	Corpus Fund Deposit which will be transferred to the Apex Body of the Larger Property to be Utilized for Future Maintenance of Township / Larger Property	Rs. ____/-
3.	12 month Deposit & 12 Month Advance towards Proportionate Share of Taxes , Maintenance (provisional) and Other charges (excluding Development , Property Tax and Common Infrastructure Charges)	
4.	12 month Deposit & 12 Month Advance towards provisional Infrastructure (Township) Maintenance	

SIGNED AND DELIVERED BY)
the within named Promoter)
Kapstone Constructions Pvt. Ltd.)
By the hands of its Director /)
Authorized Signatory)
_____)
in the presence of)
Witness:
1.
2.

SIGNED AND DELIVERED BY)
the within named Allottee)
in the presence of)
Witness:
1.
2.

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R E C E I P T

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

For Kapstone Constructions Pvt. Ltd. (Promoter)

(Authorised Signatory)

Witness:

- 1.**
- 2.**

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