

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this [●] day of [●] 202[●].

### BY AND BETWEEN

**KEYSTONE REALTORS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013, 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

**Mr./Mrs. [●]** (PAN [●]) and **Mr./Mrs. [●]**, having his/her/their address at [●], hereinafter referred to as "**the Allottee**",

in case of an individual:

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors and permitted assigns);

in case of a partnership firm:

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners of the said firm for the time being, the survivor or survivors and the heirs, executors and administrators of the last surviving partner);

in case of a Hindu Undivided Family (HUF):

(which expression shall unless it be repugnant to the context or meaning thereof be

deemed to mean and include the Karta and all the co-parceners/members of the HUF from time to time, their respective heirs, legal representatives and the surviving co-parcener/member of the HUF and the heirs, executors, administrators and permitted assigns of such surviving co-parcener/member);

in case of a Public Charitable Trust:

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all trustee/s from time to time constituting the said Trust, the surviving trustee and the heirs, executors and administrators of the surviving trustee and his/her assigns);

in case of a Private Trust/Settlement:

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all trustees constituting the said Trust from time to time, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns);

in case of a Company:

being a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 OR being a company incorporated under the provisions of the Companies Act, 2013, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

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

**WHEREAS:**

- A.** By and under an Indenture dated 1<sup>st</sup> June, 1962 registered with the office of the Sub-Registrar of Assurances under Serial No. BOM-R-1568 of 1962 executed between one Mr. Purshottam Kashinath Divekar, Mr. Shrikrishna Purushottam Divekar and Mr. Arvind Purushottam Divekar (carrying on business under the

name and style of 'M/s. P. Kashinath and Company', therein referred to as 'the Vendors' of the First Part), Mr. Rewachand Sanwaldas Sujan and Mr. Hari Amarlal Hingorani, (therein referred to as 'the First Confirming Party' of the Second Part), Mr. Arjan Gaganmal Bulchandani and Mr. Dharamraj Shamrao Kulkarni (therein referred to as 'the Second Confirming Party' of the Third Part) and Republic Co-operative Housing Society Limited (therein referred to as 'the Purchasers' of the Fourth Part and hereinafter referred to as "**the said Society**"), the Vendors therein sold, transferred and assigned unto the Republic Co-operative Housing Society Limited all that piece and parcel of land in aggregate admeasuring 20,207 square yards (equivalent to 16,895.90 square meters) bearing old Survey Nos. 405 and 406 now bearing CTS No. 1718, CTS Nos. 1718/1 to 1718/81, lying, being and situated at Village Chembur, Taluka Kurla, Mahul Road, within the registration District and Sub-district of Mumbai Suburban ("**the Land**") for the consideration and on such terms and conditions as more particularly stated therein. The said Land is more particularly described in the **Part A** of the **First Schedule** hereunder written and delineated in red colour boundary on the plan annexed hereto and marked as **Annexure "A"**;

**B.** Accordingly, the Society became well and sufficiently entitled to the said Land and constructed the following structures thereon (hereinafter collectively referred to as "**said Structures**");

- (a) 9 (nine) buildings, each consisting of ground plus 3 (three) upper floors;
- (b) 31 (thirty-one) garages.

The Land and said Structures are hereinafter collectively referred to as the "**said Property**". Copies of the Property Register Cards of the said Land are collectively annexed hereto and marked as **Annexure "B"**.

**C.** On or around May, 1966, the Society was renamed as "the Basant Park Co-operative Housing Society Ltd."

D. Thereafter, by and under a Development Agreement dated 2<sup>nd</sup> November 2023 (“**the said Development Agreement**”) executed between the Society, its individual members (“**Existing Members**”) and the Promoter herein and registered with the office of the Sub-Registrar of Assurance under Serial No. KRL1/21871/2023, the Society and the Existing Members granted the redevelopment rights in respect of the said Property in favour of the Promoter in the manner and on the terms and conditions mentioned therein. Simultaneously with the execution of the Development Agreement, the said Society also executed a Power of Attorney of even date in favour of the Promoter and registered with the Office of Sub-Registrar of Assurances under Serial No. KRL1/22503/2023 in the manner stated therein;

E. In view of the aforesaid, the Promoter is well and sufficiently entitled to undertake the construction and re-development of the said Property in accordance with the terms of the said Development Agreement, whereby the Promoter shall in consideration of the grant of re-development rights of the said Property by the said Society, provide 260 (two hundred and sixty) flats in the new buildings (hereinafter referred to as “**Members’ New Buildings**”) being constructed on the said Land, to the Existing Members of the said Society along with such internal amenities, common amenities, common spaces/areas, open spaces, parking spaces and other entitlements as per the terms and conditions agreed therein. The flats together with the parking spaces to be constructed and allotted for rehabilitation of the Existing Members in the Member’s New Buildings, are individually referred to as “**Members’ New Units**” and “**Members’ New Car Parking Spaces**” respectively, and collectively referred to as “**Members’ Premises**”;

F. In addition to the Members’ Premises, the Promoter shall also be constructing, in a phase-wise manner, free sale units in a number of the new buildings (hereinafter

referred to as “**Promoter’s Buildings**”) which form part of the Promoter’s share under the terms of the said Development Agreement (hereinafter referred to as “**Promoter’s Flats**”) and parking spaces for allotment by the Promoter to the intending allottees on ownership basis (hereinafter referred to as the “**Promoter’s Parking Spaces**”). The “Promoter’s Flats” and “Promoter’s Parking Spaces” are collectively referred to as the “**Promoter’s Premises**”;

G. The construction and development of the said Land is being undertaken by the Promoter in a phase-wise manner under the applicable regulations of Development Control and Promotion Regulations for Greater Mumbai, 2034 (“**DCPR 2034**”) is hereinafter referred to as “**the Whole Project**”. The Whole Project shall be known as “**Rustomjee Balmoral**”;

H. The development/redevelopment of the building/wing more particularly mentioned in the **Fifth Schedule** hereunder written and hereinafter referred to as “**the said Wing**” 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 **Fifth 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 Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of The Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration for the Real Estate Project, as per the details more particularly mentioned in the **Fifth 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 “C”** hereto;

- I. The details pertaining to the entitlement of the Promoter to undertake development of the Real Estate Project, the pertinent approvals and permissions to the Real Estate Project, litigations proceedings (if any), covenant affecting the said Land (if any), impediment (if any) in respect of the said Land, encroachment (if any) to the said Land, and mortgages/charges on the Real Estate Project/said Land (if any) are set-out in the Title Report dated [●] 2024 issued by M/s Wadia Ghandy & Co., Advocates and Solicitors, a copy whereof is annexed hereto and collectively marked as **Annexure “D”**;
- J. The Whole Project and the Members’ New Buildings are hereinafter collectively referred to as **“the Project”**;
- K. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;
- L. The principal and material aspects of the development of the Real Estate Project as being registered with the Authority, are briefly stated below-
- (i) The Real Estate Project is being constructed and developed on a portion of the said Land and is more particularly described in **Part B** of the **First Schedule** hereunder written.
  - (ii) The Municipal Corporation of Greater Mumbai (**“MCGM”**) has sanctioned plans for construction of the Real Estate Project and has issued an Intimation of Disapproval dated 10<sup>th</sup> January, 2025 and bearing No. P-

21384/2024/M/West/Chembur-W (“**IOD**”), and a Commencement Certificate (“**CC**”) dated \_\_\_\_\_ in respect thereof and the same shall be amended, modified, revised, varied and updated from time to time during the course of construction of the said Real Estate Project. Copies of the IOD and CC are annexed hereto as **Annexure “E”** and **“F”** respectively.

- (iii) The Real Estate Project shall consist of and comprise of such number of floors as are more particularly mentioned in the **Fifth Schedule**.
- (iv) The total Floor Space Index (“**FSI**”) consumed / proposed to be consumed in the construction and development of the said Real Estate Project is more particularly set out in the **Fifth Schedule** hereunder written.
- (v) The name of the Real Estate Project shall at all times be “**Rustomjee Balmoral**”.
- (vi) The Real Estate Project is being developed under the applicable regulations of DCPR 2034.
- (vii) The sanctioned plans include the building plan/section plan, specifications and details of the said Real Estate Project. The building plans / section plan of the Real Estate Project is hereinafter referred to as “**Building Plan**” and is annexed hereto and marked as **Annexure “G”**.
- (viii) 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, namely “**Rustomjee**” or “**Rustomjee Balmoral**”), (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, Digital Screens and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the facade, terrace, compound wall or other part of the Real Estate Project. The

Promoter shall also be entitled to place, select, decide hoarding/board sites.

- (ix) 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. 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.

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>.

- R. The principal and material aspects of the development of the Whole Project are briefly stated below: -
- (i) The said Land is being developed in a phase-wise manner.
- (ii) The Allottee has perused a copy of the layout being **Annexure “H”** hereto which specifies, *inter alia*, the location of all the buildings being



constructed on the said Land 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 “H”** hereto.

- (iii) The common areas in the Project which shall be usable by all the allottee/s of the Whole Project (including the allottees of the Real Estate Project) and the Existing Members of the Society on a non-exclusive basis are listed in the **Part A** of the **Second Schedule** hereunder written and hereinafter referred to as “**Project Common Areas**” and as also detailed to the extent applicable in the annexure hereto annexed and marked as “**Annexure “[●]”**”.
- (iv) The common amenities and facilities in the Project which shall be usable by all the allottee/s of the Whole Project (including the allottees of the Real Estate Project) and the Existing Members of the Society on a non-exclusive basis are listed in the **Part B** of the **Second Schedule** hereunder written and hereinafter referred to as “**Project Amenities and Facilities**” and as also detailed to the extent applicable in the annexure hereto annexed and marked as “**Annexure “[●]”**”.
- (v) The nature of the development of the said Land shall be in a phase-wise manner and shall constitute a mixture of users as may be permissible under applicable laws from time to time.
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Whole Project or any part thereof (including on the terrace and basement levels of any tower comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including 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 as the Promoter

may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services maybe laid/provided in the manner the Promoter may require and may be utilized in common including by allottees of units/flats/premises in the Whole Project on the said Land as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contractors shall be entitled to access and service such infrastructure and utility over the Whole Project and/or the said Land.

(vii) 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, namely "**Rustomjee**" or "**Rustomjee Balmoral**"), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards, Digital Screens and/or such other form as the Promoter may in its sole discretion deem fit on the said Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings comprised in the Whole Project and/or the Project. 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 Land 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 Land after handing over the stipulated percentage if any, to MCGM or any other statutory authority and/or developing as a public amenity, would be available / available for transfer to the said Society.

(ix) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the said Land, in full or in part, as permissible under the applicable law and as may be required by the applicable law from time to time.

- (x) The Promoter will be entitled to mortgage and charge from time to time its share of units/flats/premises in the Whole Project.

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

- S. 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 to hereinabove.
- T. The Promoter has entered into standard agreement/s with [●], being an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- U. The Promoter has appointed [●], as the structural engineer for the preparation of the structural design and drawings of the Project. The Project shall be under the professional supervision of the architect and the structural engineer mentioned herein, 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 Project;
- V. The Promoter has the right to sell the said Premises in the Whole Project/ 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 hereinbelow) in respect thereof.
- W. Accordingly, since the Allottee is desirous of purchasing the premises in the said Real Estate Project, he/she has taken inspection from the Promoter of all title deeds and documents orders, all the approvals and sanctions issued by relevant

authorities for the development of the said Land, the Real Estate Project and the Whole Project including the IOD, CC, etc. along with the abovementioned Title Report and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made thereunder and has expressed his/her desire of purchasing on ownership basis, residential premises/flat being the said Premises, more particularly described in the **Fifth Schedule** hereunder written and shown in green hatched lines on the typical floor plan annexed hereto as **Annexure "I"** for a consideration and in the manner as set out hereunder.

X. Prior to execution of this Agreement, the Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to (i) the title of the Promoter to develop the Project (including the said Real Estate Project), and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop and construct the Project as mentioned in this Agreement and as per the applicable law and to sell the premises therein. The Allottee hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Land. The Allottee has accordingly agreed and consented to the development of the Project and has understood the documents and information in all respects.

Y. The Allottee undertakes that he/she has verified with his/her financial advisor and confirms that the Allottee has the financial capability to consummate the transaction.

Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AA. 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 **Fifth Schedule** hereunder written and hereinafter referred as the “**Sale Consideration**” payable by the Allottee to the Promoter in the manner set out in the **Sixth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter as and by way of part payment of the Sale Consideration the details whereof are more particularly mentioned in **Part A** of the **Sixth Schedule** hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge);

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

CC. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/its Appellate Tribunal from time to time;

DD. The list of Annexures attached to this Agreement are stated hereinbelow:-

<b>Annexure “A”</b>	Plan of the said Land
<b>Annexure “B”</b>	Property Register Cards
<b>Annexure “C”</b>	RERA Certificate
<b>Annexure “D”</b>	Title Report
<b>Annexure “E”</b>	Intimation of Disapproval dated 10 <sup>th</sup> January, 2025

<b>Annexure “F”</b>	Commencement Certificate dated _____
<b>Annexure “G”</b>	Building Plan
<b>Annexure “H”</b>	Layout of the Whole Project
<b>Annexure “I”</b>	Typical Floor Plan and the Plan of the said Premises
Annexure “[●]”	Schedule of common areas and facilities

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred to above and as approved by the concerned local authority from time to time.

**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 or any change as contemplated by any of the disclosures made to the Allottee and as contained herein. Adverse effect with reference to this Clause shall mean the change in the location of the said Premises within the Real Estate Project.

3. **Purchase of the said Premises and Sale Consideration**

- 3.1 The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises as more particularly described in the **Fifth Schedule** hereunder written and shown in green hatched lines on the typical floor plan (**Annexure “[●]”** hereto), at and for the Sale Consideration more particularly mentioned in **Fifth Schedule** hereunder written.
- 3.2 The Promoter shall allot to the Allottee absolutely free of any consideration, cost, charge and/or fee, parking space/s in the Real Estate Project and more particularly mentioned in the **Fifth Schedule** hereunder written and hereinafter referred to as the “**Parking Space**”. The Parking Space shall be for the Allottee and the Allottee’s guests/visitors. The Allottee is aware that just as the Parking Space will be for his/her 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 nominees and assigns. The details of the allotment of the parking spaces will be handed over to the said Society. The Allottee shall cause the said Society to ratify the parking allocation in favour of the Allottee. The Allottee agrees that the Allottee shall not cause the Promoter and/or the said Society to change the allocation of parking spaces of other allottees.
- 3.3 The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written and the Allottee is satisfied with the fittings and fixtures mentioned therein.
- 3.4 The Allottee has paid before execution of this Agreement, the amount more particularly mentioned in **Part A** of the **Sixth Schedule** hereunder written, as

and by way of part payment of the Sale Consideration of the said Premises and hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments more particularly mentioned in **Part B** of the **Sixth Schedule** hereunder written. It is clarified that Sale Consideration shall be payable by the Allottee in the RERA Designated Collection Bank Account ("**the said Account**") more particularly mentioned in the **Fifth Schedule** hereunder written. In addition to the above bank account, the Promoter have opened in the same Bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account more particularly mentioned in the **Fifth Schedule** hereunder written.

- 3.5 The Allottee shall deduct tax at source ("**TDS**") from each installment of the Sale Consideration as required under the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that the deduction made in the amount paid by the Allottee to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that if at the time of taking possession of the said Premises, if any such certificate is not produced, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 (four) months from the Allottee taking possession of the said Premises. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee.

- 3.6** The Sale Consideration excludes any direct or indirect taxes including Goods



and Services Tax (“GST”) and all levies, duties and cesses which may be levied, in connection with the construction of and carrying out the Real Estate Project/ Whole Project and/or with respect to the said Premises and/or this Agreement. It is clarified that all such direct / indirect taxes, levies, duties, cesses, impositions, (whether applicable/payable now or which may become applicable/payable in future) be 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.

3.7 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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.

3.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Real Estate Project is complete and the Occupation Certificate with respect to the Real Estate Project (or part thereof) is granted by the MCGM or such other concerned local authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale 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 per cent), then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee along with the next due installment of the Consideration or prior to taking possession of the said Premises, whichever is earlier. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this clause, shall be made at the same rate per square foot as agreed herein with regard to the Sale Consideration.

3.9 On a written demand being made by the Promoter to the Allottee with respect to any amount (whether Sale 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.

3.10 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 including taxes, if any applicable on such charges.

3.11 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 Sale Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with respect to such adjustments and waives his/her 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.

3.12 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 payment schedule detailed in the **Sixth Schedule** hereunder written and subject to the provisions of Clause 13 hereinbelow and which will in no manner whatsoever absolve the Allottee of his/her responsibilities under this Agreement.

3.13 The Promoter shall be entitled to securitise the Sale 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 Sale 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 Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

3.14 The Sale Consideration is in respect of the said Premises. The Promoter has neither charged nor recovered any price for the said Parking Space/s, limited common areas and the common areas facilities and amenities (except as

specified in this Agreement).

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 concerned competent authority(ies) at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Premises to the Allottee, obtain from the concerned competent authority(ies), the Occupation Certificate or Building Completion Certificate (as may be applicable) in respect of the said Premises.
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. Similarly, the Allottee shall make timely payments of all installments of the Sale 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 AND RIGHTS AND 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 re-developing/ developing the said Land under the applicable regulations of DCPR, 2034;

6.1.2 The development of the Project is being undertaken in a phase-wise manner and the same shall comprise of mixed users as may be permitted under the applicable laws from time to time.

6.1.3 The Allottee has satisfied himself/herself with the title of the said Land and the entitlement of the Promoter to develop the said Land. The Allottee shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

6.1.4 The Promoter proposes to develop the Project (including by utilization of the full development potential of the said Land) in the manner more particularly detailed in the Recitals above and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

6.1.5 The right of the Allottee under this Agreement is only restricted to the said Premises agreed to be sold by the Promoter to the Allottee subject to payment of all the amounts stipulated herein and compliance by the Allottee of all the terms and conditions specified herein and with respect to this transaction. All other premises/units/flats in the Promoter's Premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Allottee or any member of the said Society as the case may be, in any manner whatsoever.

## 6.2 Approvals:

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

6.2.2 The Allottee has satisfied himself/herself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the Whole Project and the Project and of the said Land including IOD, CC, parking plans, building plans, floor plans, designs and specifications, Project Common Areas, Project Amenities and Facilities (including as respectively mentioned in **Part A** of the **Second Schedule** and **Part B** of the **Second Schedule** hereunder written), and the entitlement of the Promoter to provide and designate the same and has consented to the development of the said Land 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 Project and the said Land as mentioned above may permit utilisation of the full development potential on the said Land. The aforesaid development potential may increase during the course of development of the said Land, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.

6.2.4 The Promoter currently envisages that the Project Common Areas as stated **Part A** of the **Second Schedule** and the Project Amenities and Facilities as stated in **Part B** of the **Second Schedule** hereunder written shall be provided in the layout of the

Whole Project/ said Land and the Real Estate Project respectively. Whilst undertaking the development of the Whole Project and the said Land in the manner as mentioned in hereinabove, the Promoter is entitled to make certain additions/modifications to the Project Common Areas as stated **Part A** of the **Second Schedule** and the Project Amenities and Facilities as stated in **Part B** of the **Second Schedule** hereunder written and/or relocations/ realignments/re-designations/ changes to the same.

6.2.5 As mentioned in the Recitals above, the Allottee has carried out his/her independent due diligence and search in respect of the development of the Project and the said Real Estate Project being undertaken by the Promoter and pursuant thereto, finds no inconsistency in the development/ construction of the Whole Project and the said Land, and also in compliance of applicable laws including but not limited to the DCPR 2034.

6.2.6 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.

### 6.3 Construction & Finishing:

6.3.1 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.

6.3.2 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 wilful 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/the Whole Project. It is clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (defined 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/ does provide (as the case may be) 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/the Whole Project. It is clarified that the Promoter shall not be liable for any such defects if the same has been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project/the Whole Project or by wear and tear in regular course.

6.3.3 The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the said Project/the Real Estate Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable.

6.3.4 The Allottee is further informed and agrees that the warranties with respect to any equipment and appliances provided by the Promoter in the said Premises (if any) or in the said Project/the Real Estate Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment and appliances, the Allottee shall deal with the concerned dealer/equipment installer/manufacture directly and the Promoter shall not be liable for the same. It is further agreed that the equipment and appliances as may be installed and forming part of the said Premises and/or said Project/the Real Estate Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment and appliances are

maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

6.3.5 The Promoter shall compile and preserve the documents/ drawings/ certificates as specified in the IOD and handover the same to the said Society in the manner stated in the said Development Agreement or as may be mutually agreed between the said Society and the Promoter on completion of the entire development of the said Land. Thereafter, the Allottee shall cause the said Society to preserve and maintain the documents / drawings / certificates received from the Promoter. The Allottee shall also cause the said Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.

6.3.6 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 his/her 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.

6.3.7 In accordance with the terms of the said Development Agreement, it has been agreed that the Society shall appoint Crest Property Solutions LLP in the manner and on the terms as stated therein ("**Facility Management Agency**") for the first 3 years (from the date of handing over of the Members New Premises). The Facility Management Agency shall handle the day to day maintenance, management and up keep of the Project including the Real Estate Project, the Project Common Areas and the Project Amenities and Facilities, the repairs thereto, and collection and payments of municipal tax(es) and building maintenance charge(s) and other outgoing(s), maintain the water pumps, water supply, lift/s cleaning, security and other common services, areas and facilities in the Project from time to time as may be permissible under the bye laws, rules and regulations framed by the said Society and/or Applicable Laws and/or otherwise. The maintenance charges in respect of the maintenance of the Project Common Areas and the Project Amenities and Facilities shall be borne and paid by the Allottee, the other allottees of the Real Estate Project / Whole Project and the Existing Members in proportion to the areas of their respective flats. Such charges may vary and the Allottee agrees that he/she shall not raise any dispute regarding the appointment of the Facility Management Agency 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 Project Common Areas and the Project Amenities and Facilities, and also including without limitation, payment of the Allottee's share of the charges that may become payable, from time to time.

6.3.8 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 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 give possession of the said Premises to the Allottee on or before the date more particularly mentioned in the **Fifth Schedule** hereunder written and hereinafter referred to as the **Possession Date**, which shall be subject to a grace period of 6 (six) months. Provided however, that the Promoter shall be further entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -

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

*"Force Majeure Event" shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature and/or act of*

*God affecting the regular development of the Real Estate Project.*

7.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7.1 above), then the Allottee shall be entitled to either of the following: -

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Promoter ("**Interest Notice**"), in the title clause to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (or such revisions as may be prescribed by RERA from time to time) ("**the Interest Rate**") for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over possession of the said Premises by the Promoter to the Allottee;

**OR**

(b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Promoter ("**Allottee Termination Notice**"). On receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee shall execute and register the formal Deed of Cancellation in the format as may be

specified by the Promoter and upon registering the same, the Promoter shall, within a period of 30 (thirty) days from the date of registration of the Deed of Cancellation, refund to the Allottee by a post dated cheque, the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. It is clarified that save and except the aforesaid the Promoter shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Parking Space and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the Parking Space in the manner it deems fit and proper.

7.3 In the event, the Allottee elects his/her remedy under sub-clause 7.2(a) above, the Allottee shall not subsequently be entitled to the remedy under sub-clause 7.2(b) above.

7.4 The Allottee agrees that the remedies mentioned in sub-clause 7.2(a) read with sub-clause 7.2(b) above constitute the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his/her rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

- 7.5 The Allottee agrees and confirms that the Parking Space allotted to him/her shall stand automatically cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the said Premises.
- 7.6 If the Allottee fails to make payment of any of the amounts under this Agreement on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the Interest Rate as defined in sub-clause 7.2(a) hereinabove, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- 7.7 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of installments of the Sale Consideration, the Promoter shall, at its own option and discretion, be entitled to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee (**"Default Notice"**), 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 the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches

mentioned by the Promoter within the period as specified in the Default Notice, including making full and final payment of any outstanding dues together with interest at the Interest Rate thereon, then on the expiration of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause and without prejudice to the other rights and contentions of the Promoter, the rights of the Allottee under this Agreement and in respect of the said Premises shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the said Premises to another allottee ("**New Allottee**") for such consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% (ten percent) of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee) to occur on the resale of the said Premises to the New Allottee as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty ("**Liquidated Damages**") and refund the balance amount (without any interest thereon) within a period of 30 (thirty) days from date of termination or the sale by the Promoter of the said Flat to a third party, whichever is later. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including, *inter alia*, any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other



amounts payable by the Allottee/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Flat (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Allottee/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Allottee/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause shall be made by the Promoter directly to the lender from whom the Allottee/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Allottee/s. Provided that the Allottee executes and registers a deed of cancellation or such other deed, document or writing (**"the said Deed/Document"**) as may be required by the Promoter to formalise the cancellation/termination of this Agreement, failing which the Promoter shall be entitled to proceed to execute/register the said Deed/Document at the office of the relevant Sub Registrar of Assurances, including as an authorised constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms the same. It is hereby expressly clarified that any delay or default in such execution or registration shall not in any manner prejudice the cancellation and/or termination of the allotment made in favour of the Allottee under this Agreement. On such termination/cancellation, the Promoter shall be free and entitled in its own right to deal with the said Premises and Parking Space and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper and in the manner as detailed hereinbefore, without any reference and/or payment whatsoever to the Allottee/s; and without the requirement of obtaining any orders of declaration of termination from any Courts.

7.8 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter as specified in this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit.

7.9 **Procedure for taking possession:**

(a) Upon obtainment of the Occupation Certificate from the concerned competent authority and upon payment by the Allottee of all the installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**") within 90 (ninety) days of receiving the Occupation Certificate of the Real Estate Project.

(b) The Allottee shall take possession of the said Premises within 30 (thirty) days of the Possession Notice ("**Possession Period**").

7.10 Upon receiving the Possession Notice from the Promoter, the Allottee shall take possession of the said Premises from the Promoter by executing the necessary documentation as may be prescribed by the

Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the Possession Period, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, from the date mentioned in the Possession Notice.

7.11 In the further event of the Allottee failing to take possession of the said Premises, from the date mentioned in the Possession Notice, the Promoter shall be entitled to levy and the Allottee shall bear and pay to the Promoter, holding charges at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month (or part thereof) (hereinafter referred to as "**Holding Charges**") for the entire period of such delay in taking possession. The Allottee agrees and confirms that the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month (or part thereof) shall be considered as holding charges as stipulated under this clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee to the Promoter under this Agreement / transaction in addition to other charges/amounts in terms of the provisions of this Agreement / transaction.

7.12 Further, on demand made by the Promoter, the Allottee shall on or before taking possession of the said Premises deposit the property taxes, maintenance charges (including advance maintenance charges for 1 (one) year) and other onetime charges as more particularly mentioned in **Part A** and **Part B** of the **Seventh Schedule** hereunder written ("**Other Charges**"). It is hereby clarified that with respect to the amounts listed in **Part A of the Seventh Schedule** hereunder written, the Promoter has made the Allottee aware that the amounts mentioned

therein are with respect to costs incurred / to be incurred with respect to the said Premises (as and by way of costs incidental to the said Premises) and as such the Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and received by the Promoter and shall be entitled to retain and appropriate the same to its own account and with respect to the amounts listed in **Part B of the Seventh Schedule** hereunder written, the Promoter shall render the account in respect of the amounts mentioned therein and received by the Promoter, and the unspent balance, if any, shall be transferred into the account of the said Society, without any interest on the amounts received from the Allottee, at the time of admitting the Allottee as a member of the said Society.

- 7.13 The Allottee shall from the expiration of the Possession Period be liable to bear and pay his/her proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project/ the Project and the said Land including *inter-alia*, local taxes, betterment charges, cesses, other indirect taxes of every nature, or such other levies by the MCGM, SRA or other concerned local authority and/or Government water charges, insurance charges, common electricity, sinking fund, repair fund, expenses relating to street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land including repair and maintenance of common staircase, lifts, sanitation, fire-fighting equipment's, close circuit TV, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate

Project/ the Project and/or the said Land including the outgoings in respect of the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Project including for the Project Common Areas and the Project Amenities and Facilities. It is clarified that the Allottee shall be liable to bear and pay to the said Society, the corpus fund deposit, property tax, sinking fund, repair fund, insurance, as per the carpet area of the said Premises and the water charges as per the inlet, as and when demanded by the said Society.

7.14 In addition to the foregoing, the Allottee shall deposit on the expiry of the Possession Period, a sum calculated at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per square foot of the carpet area of the said Premises with the Promoter who in turn will deposit the same with the Society. It is clarified that in accordance with the terms of the said Development Agreement the aforesaid amounts as collected by the Promoter including the Society's corpus fund as detailed in the said Development Agreement, shall not be distributed to the Existing Members or to any new members of the Society (whether present or future) and shall be utilized for the maintenance and upkeep of the Project in accordance with applicable laws.

7.15 The Allottee hereby agrees that, in the event of any amount becoming payable to the MCGM or the State Government, by way of betterment charges, cesses, development charges, infrastructure charges, development cess or any other payment of a similar nature in respect of the said Land and/or the Project and/or the said Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Promoter, in the proportion in which the area of the said Premises shall

bear to the ultimate total area of all the flats/units/premises in the Project. The Allottee is aware that as per the terms of the said Development Agreement, the Promoter has given certain undertakings to the said Society/ MCGM with regards to the Project. The Promoter shall be liable to fulfill all the terms and conditions under the said undertakings, so far as the said Premises are concerned, up to the Possession Date. Thereafter the said Society (along with the Allottee, if applicable) shall be liable to fulfil all the terms and conditions of the said undertakings so far as the said Premises are concerned at its own cost and expense.

7.16 The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received for the purposes of the Allottee being inducted as a member of the said Society or towards the outgoings in respect of the Real Estate Project and/or the Whole Project and shall utilize the amounts only for the purposes for which they have been received.

7.17 Save and except for the reasons stated in Clause 7.2 and Clause 7.6 hereinabove, this Agreement shall be non-terminable.

## **8. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

The Allottee represents and warrants to the Promoter that: -

8.1 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;

- 8.2 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;
- 8.3 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/it's assets and/or properties;
- 8.4 None of his/her/it's assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- 8.5 No notice is or has been received from the Government (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee for his/her/it's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/it;
- 8.6 The Allottee is not restrained either under Income-tax Act or any other statute from executing this Agreement;
- 8.7 The Allottee shall not do any act, whereby the right of the Promoter created herein may prejudicially be affected;
- 8.8 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;
- 8.9 He/She/It has not compounded payment with his/her/it's creditors;
- 8.10 He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

- 8.11 He/She/It is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Land or any part thereof anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 8.12 He/she/it has not indulged into any activity or offence relating money laundering; and
- 8.13 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act, 2002.

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.

#### **9. 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 Report, and subject to the RERA Certificate:

- 9.1 The Promoter has a clear and marketable title and has the requisite rights to carry out development upon the said Land, and also has actual, physical and legal possession of the said Land for the implementation of the Project including the said Real Estate Project.
- 9.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project including the said Real Estate Project and shall obtain requisite approvals from



time to time to complete the development of the same.

9.3 There are no encumbrances upon the Whole Project except those disclosed to the Allottee.

9.4 There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Allottee.

9.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project including the said Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the common areas.

9.6 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.

9.7 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 Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement.

9.8 The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner

contemplated in this Agreement.

9.9 The Promoter shall 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 Project to the competent authorities till possession of the said Premises is offered to the Allottee in accordance with Clause 7 hereinabove and thereupon the same shall be proportionately be borne by all the members of the said Society (including the allottees who have purchased premises in the Whole Project).

9.10 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 Project and/or the Whole Project except those disclosed to the Allottee.

## **10. COVENANTS OF THE ALLOTTEE**

The Allottee by himself/herself/itself with the 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 Project and the Real Estate Project, for maintaining the value of the Project and the Real Estate Project, and for ensuring that any easement in respect of any of the aforesaid remain unaffected:

10.1 Not to do or suffer to be done anything in or to the Project and/or the Real Estate Project, the said Premises, the Parking Spaces, 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 and/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 Allottee's 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 Project / the Real Estate Project;

10.2 Not to raise any objection to the Promoter completing the construction of the Project and/or the Real Estate Project (including additional floors on the thereon) or any part thereof, 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;

10.3 Not to object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe-lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers/real estate projects which are to be developed and constructed on any portion of the said Land;

10.4 Not to object and/or cause any hindrance or interfere with the subsequent re-development by the Promoter of the said Land and/or the Project and/or the Real Estate Project or any part thereof;

10.5 To comply with stipulations and conditions laid down by the Promoter/its designated project manager or the said Society with respect to the use and occupation of the said Premises;

- 10.6 Not to undertake any structural changes in the said Premises whether temporary or permanent and shall be entitled to do only necessary interior decorative work. It is also clearly understood by and between the Parties hereto that the Allottee shall be liable for any defect/liability for the work if such defect/liability is attributable to any structural and/or unauthorized changes in the said Premises by or on behalf of the Allottee. The Allottee agrees not to change elevation of the Real Estate Project or affix any grills outside the windows;
- 10.7 The Allottee undertake/s not to enclose, encroach any passage/s, lobby or other common areas in the Project and/or the Real Estate Project in any manner whatsoever;
- 10.8 Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces within the Project and/or the Real Estate Project;
- 10.9 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 any part thereof or do any act to affect the FSI/development potential of the said Land;
- 10.10 To maintain the said Premises at the Allottee's own cost in good and tenantable 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 said

Premises and/or the Project and/or the Real Estate Project or any part thereof without the consent of the local authorities and the Promoter/ said Society;

10.11 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/wing 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;

10.12 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;

10.13 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Project 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;

10.14 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;

10.15 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;

10.16 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 Land and/or the Real Estate Project and to segregate wet and dry garbage separately for disposal and cause the said Society to initiate process for such segregation and disposal;

10.17 Not to display at any place in the said Premises or the Project 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 Project and/or 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 Project and/or the Real Estate Project or any part thereof or anywhere else whatsoever on the said Land or any structures thereon;

10.18 Not to do or permit to be done any renovation/repair within the said Premises which in any manner affects or hampers the structure of the Real Estate Project. In the event of the Real Estate Project or any part thereof being damaged due to the said renovation/repair being carried out by the Allottee within the said Premises

then the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the same will be repaired and rectified by the Allottee at his/her/its own cost and expense;

10.19 To maintain the aesthetics of the Project, the Real Estate Project, the Real Estate Project Amenities and the Project Amenities 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 Project / the Real Estate Project and the said Land or any part thereof;

10.20 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;

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

10.22 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 Goods and Services Tax Act, 2017 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

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

10.24 Until the Allottee is admitted as the member of the said Society, 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, Sale 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 his/her/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;

10.25 To observe and perform all the rules and regulations which the said Society /the Facility Management Agency 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 Project and/or the Real Estate Project and the said Premises therein, the Real Estate Project Amenities and the Project Amenities and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society/the Facility Management Agency regarding the occupancy and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

10.26 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 and/or the Project or any part thereof to view and examine the state and condition thereof;

10.27 Not to create any hardship, nuisance or annoyance to any other allottees/occupants in the Project and/or the Real Estate Project;

10.28 Not to do himself/herself/itself or through any other person anything which may or is likely to endanger or damage the Project and/or the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Project and/or 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 of the Project and/or the Real Estate Project. 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/ said Society, as the case may be, on each such occasion;

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

10.30 The Allottee is/ are aware that the Project and/or the Real Estate Project is proposed with deficient open space and that he/she/they shall not to object the development on the adjacent plots in future with deficient open spaces and shall not hold MGCM liable for the same in future;

10.31 Upon completion of the construction of the Project and/or the Real Estate Project,

the allottees (including the said Allottee) shall cause the said Society to preserve and maintain all title documents/ approvals/ plans/ reports etc. including subsequent periodical structural audit reports and repair history in respect of the Project and/or the Real Estate Project. The Allottee shall also cause the said Society to check and to carry out fire safety audit from time to time as per the requirement of the Chief Fire Officer through the authorized agencies of MCGM. The Allottee shall also cause the said Society to carry out necessary repairs/structural audit/fire audits at regular intervals;

10.32 The Allottee hereby gives his/her/its no objection for the neighborhood development with deficient open space in future;

10.33 The Allottee shall not hold MCGM liable for the proposed inadequate sizes of rooms in future;

10.34 The Allottee shall not hold MCGM liable for any inadequate sizes of artificial ventilation shafts provided in the Real Estate Project in future;

10.35 The Allottee shall not raise complaints regarding inadequate manoeuvring space of car parking, to MCGM in future; and

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. MEMBERSHIP TO THE SAID SOCIETY**

**11.1.1 Upon completion of the Real Estate Project and on receipt of the Occupation Certificate in respect thereof, the Allottee along with the other allottees of**

premises/units forming part of the Promoter's Premises in the said Real Estate Project shall be inducted as members of the said Society.

11.1.2 For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for being inducted as a member of the said 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 hand over all the requisite documents with the said Society.

11.1.3 The Allottee agrees, confirms and declares that for the purposes of being inducted as a member of the said Society, the Allottee shall execute all the necessary forms, applications and such other documents that may be required by the said Society with the payments needed to be made against the share application and/or society entrance fee together with his/her/its contribution towards the sinking fund, repair fund, premiums, donations etc. including payments stipulated in Clause 7.14 hereinabove, that may be/shall be payable to the said Society.

11.1.4 The Promoter shall join as a member of the said Society in respect of unsold premises in the Real Estate Project. As and when unsold Promoter's Premises are sold by the Promoter, the said Society shall admit the allottees of such flats and/or parking spaces comprised in the Promoter's Premises as its members. In cases where the Promoter executes lease deeds and leave and license agreements in respect of unsold units forming part of the Promoter's Premises, the Promoter shall be deemed to be the owner of such unsold flats/premises that are given on the basis of lease/leave and license and the Promoter shall be required to pay the applicable outgoings, maintenance charges and non-occupancy charges in respect of such units, however, the Promoter shall not be liable or required to bear

and/or pay any other amount by way of contribution, deposits, transfer fees/charges, donation, premium any amount, compensation whatsoever in respect of such premises.

11.1.5 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 said 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.1000/- (Rupees One Thousand Only) per month in respect of each unsold premises towards the outgoings.

11.1.6 The Facility Management Agency shall be appointed in the manner and on the terms as detailed in the said Development Agreement and Clause 6.3.7 hereinabove.

11.1.7 Within 3 (three) months from the date of issuance of the Full Occupation Certificate with respect to the Project, the Promoter shall, undertake the process to execute/cause to execute the conveyance of the structures of the Project to the said Society together with the Project Amenities and the Real Estate Project Amenities as described in the **Second Schedule** and **Third Schedule** herein respectively, ("**Society Conveyance**"), if required as per the prevailing law. 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 / Allottee.

## 12. **NOMINEE**

The Allottee hereby nominates the person more particularly mentioned in the Fifth Schedule hereunder written (hereinafter referred to as the “**said Nominee**”) as his/her/its 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 as stated hereinabove. 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 Will+ Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from the said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

## 13. **LOAN AND MORTGAGE**

- 13.1 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 a 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 the financial institutions 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 Sale Consideration and/or other amounts payable by the Allottee under this Agreement;

13.2 The Allottee agrees and confirms that if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the **Sixth Schedule** hereunder written, then the Allottee agrees and undertakes to pay such amounts to the Promoter in the manner detailed in the **Sixth Schedule** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee and the Promoter shall be entitled to exercise the remedies as available to it under this Agreement. The Allottee further agrees and confirms that in the event the Allottee enters into any loan/financing arrangement with any bank/financial institution as envisaged in this Clause 13, the Allottee shall give his/her/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Consideration directly to the bank account of the Promoter, based on the payment schedule as described herein.

13.3 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.

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

13.5 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, costs, 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;

13.6 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.

#### 14. MISCELLANEOUS

- 14.1 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 the 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.

14.2 The Project Amenities shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of the flats/ units/ premises of the Project including the Existing Members of the said Society and the same 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 / said Society.

14.3 The Allottee will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space all around the Real Estate Project/ Whole Project. The Allottee is aware and hereby confirms that he/she/it shall not object to the concessions availed by the Promoter for deficiency in open space nor will he/she/they object for any deficiency in open space in neighborhood development.

14.4 The Promoter shall compile and preserve the documents / drawings / certificates as specified in the IOD and handover the same to the said Society in the manner stated therein or as may be mutually agreed between the said Society and the Promoter on completion of the entire development of the said Land/the Project. Thereafter, the Allottee shall cause the said Society to preserve and maintain the documents / drawings / certificates received from the Promoter. The Allottee shall also cause the said Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.

- 14.5 The Promoter shall be entitled to construct site offices/sales lounge on the said Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land has been completed in all respects and the full development potential has been utilised by the Promoter.
- 14.6 The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of showcasing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement.
- 14.7 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 endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation / application.
- 14.8 The Allottee has satisfied himself/herself/itself with respect to the designs and materials for construction on the said Land/the Whole Project.
- 14.9 The Allottee shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate in respect of the said Premises 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.

14.10 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 interior work to be undertaken by the Allottee in the said Premises shall be at the Allottee's own cost, expense and risks and after obtaining all the requisite approvals and permissions (if any) from the concerned competent authorities and in accordance with the guidelines as provided by the Promoter at the relevant time including any regulations of the Society (as may be applicable). 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, the said Land, etc. whatsoever ("**Fit Out Deposit**"). The Fit Out Deposit shall be refunded, without interest, in the manner as intimated by the Promoter. 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 Real Estate Project or any part 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.

14.11 The Allottee agrees and confirms that the Sale Consideration is derived on the

basis of the Allottee having agreed to pay the Sale Consideration as per the payment schedule more particularly specified in the **Sixth Schedule** hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

14.12 In case the transaction being executed by this agreement between the Promoter and the Allottee is facilitated by a registered real estate agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/commission/brokerage to the said registered real estate agent, shall be paid by the Promoter/Allottee/both, as the case may be, in accordance with the agreed terms of payment.

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, the Whole Project, the Member's New Buildings or the said Land or any part thereof.

16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises. **Provided however, that if prior to the execution of these presents, the Promoter has availed of construction finance with regards to the said Real Estate Project/ Whole Project, then the Promoter shall before the execution and registration of this Agreement procure the original release letter from the concerned bank and/or financial institution in respect of the said mortgage/charge created over**

the said Premises in favour of the said bank and/or financial institution (hereinafter referred to as “Mortgagee Bank/Financial Institution”), more particularly mentioned in the **Fifth Schedule** hereunder written and shall hand over the same to the Allottee.

17. **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/ Whole Project, as the case may be.

18. **RIGHT TO AMEND**

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

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project/ Whole 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.

20. **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.

21. **FURTHER ASSURANCES**

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

22. **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.

23. **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 Mumbai City, 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 Mumbai.

24. **NOTICES**

24.1 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 **Fifth Schedule** herein fer written.

24.2 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 at 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.

**25. 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.

**26. STAMP DUTY AND REGISTRATION CHARGES**

26.1 The Promoter shall present this Agreement at the office of the relevant Sub Registrar of Assurances for registration of these presents within the time limit as prescribed by the Registration Act, 1908 and shall intimate the Allottee of the Serial Number under which this Agreement is lodged for registration. The Allottee and the Promoter through its duly Authorised Representative will attend the office of the relevant Sub Registrar of Assurances and admit execution thereof. The Allottee shall at no point in time hold the Promoter liable or responsible in any manner whatsoever for delay or default in registration.

26.2 The charges towards stamp duty fees (including any deficit stamp-duty) and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee alone.

**27. 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, thereunder.



28. **GOVERNING LAW**

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

29. **PERMANENT ACCOUNT NUMBERS**

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

30. **CONSTRUCTION OF THIS AGREEMENT**

30.1 Any reference to any statute or statutory provision shall include:

30.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

30.1.2 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;

- 30.2 Any reference to the singular shall include the plural and vice-versa;
- 30.3 Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa;
- 30.4 The Schedules and Annexes 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 and annexures to it;
- 30.5 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;
- 30.6 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;
- 30.7 References to a person (or to a word importing a person) shall be construed so as to include:
- 30.7.1 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
- 30.7.2 That person's successors in title and assigns or transferees permitted in

accordance with the terms of this Agreement.

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**Part A**

***(“Description of the said Land”)***

**ALL THAT** pieces and parcels of land in aggregate admeasuring 16,895.90 square meters (as per the Property Register Cards) bearing CTS Nos.1718, 1718/1 to 1718/81 lying, being and situated at Village Chembur, Taluka Kurla, Mahul Road, within the registration District and Sub-district of Mumbai City and Mumbai Suburban and bounded as follows, that is to say : -

ON or towards the North: by CTS No. 1717

ON or towards the South: by CTS Nos. 1719, 1720

ON or towards the East: by CTS No. 1721

ON or towards the West: by 36.60 metres wide M. W. Road (Ramchandra Chemburkar Road)

**Part B**

***(“Details forming part of the said Land on which the Real Estate Project is being constructed and developed”)***

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

**PART A**

**(“Project Common Areas”)**

**PART B**

**(“Project Amenities And Facilities”)**

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

**(“Real Estate Project Amenities”)**

**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**  
**("Details of internal fittings and fixtures in the said Premises")**

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**THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:**  
**("Meaning of the Terms and Expressions defined in this Agreement")**

<b><u>Sr. No.</u></b>	<b><u>Terms and Expressions</u></b>	<b><u>Meaning and Description</u></b>
1.	<b>Name, address and email id of the Promoter</b>	Name: <b>KEYSTONE REALTORS LIMITED</b> Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069 Email id: <a href="mailto:wecare@rustomjee.com">wecare@rustomjee.com</a>
2.	<b>Name, address and email id of the Allottee</b>	Name: [●] Address: [●] Email id: [●]
3.	<b>said Wing</b>	_____
4.	<b>Real Estate Project</b>	<b>“Rustomjee Balmoral Wing ____”</b>
	<b>(a) RERA Certificate</b>	Certificate bearing No. _____ dated _____, 2024.
	<b>(b) Floor Composition</b>	(i) The Real Estate Project comprises 3 levels of Basements + Ground Floor + 18 habitable floors. (ii) Presently the Competent authority has approved plans of __ levels of Basements + Ground Floor + _____.
5.	<b>FSI Consumption</b>	(i) FSI sanctioned till date is _____ square meters. (ii) Balance FSI proposed (not sanctioned) is _____ square meters. (iii) Aggregate FSI (sanctioned + proposed) is _____ square meters. (iv) Aggregate FSI of the Real Estate Project is _____ square metres.
6.	<b>the said Premises</b>	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 Real Estate Project known as <b>“Rustomjee _____”</b> .

		The exclusive areas appurtenant to the said Flat admeasuring [●] square meters equivalent to [●] square feet.
7.	<b>Parking Space</b>	No. [●] on the [●] level of the [●], admeasuring [●] square feet having [●] feet in length X [●] feet in breadth X [●] feet of vertical clearance.
8.	<b>Sale Consideration</b>	Rs. [●]/- (Rupees [●] Only)
9.	<b>Possession Date</b>	_____ ; subject to provisions of clause 7 of this Agreement for Sale.
10.	<b>the said Account</b>	<b>Keystone Realtors Limited Collection Account</b> A/c. No. _____ IFSC Code: _____
11.	<b>RERA Designated Separate Bank Account AND RERA Designated Transaction Bank Account</b>	Account No. _____  Account No. _____
12.	<b>Mortgagee Bank / Financial Institution</b>	[●]
13.	<b>said Nominee</b>	[●]
14.	<b>PAN</b>	(A) Promoter : _____ (B) Allottee: [●]

**THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:**

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

Particulars	Payment Paid/ Due
<b>Part A</b>	

Token/Part of application fee	Rs.____ /-
Balance Application fee within ____ days of token	____% (not exceeding 10%)
<b>Amount received before Execution of the agreement</b>	<b>Rs. /-</b>
<b>Part B</b>	
Within ____ days from/ Upon execution and registration of agreement	20% (not exceeding 30%)
On Completion of ____	Rs. /-
On Completion of Basement 2	Rs. /-
On or before completion of Plinth	15% (not exceeding 45%)
On or before completion of ____ Floor	5%
On or before completion of ____ Floor	5%
On or before completion of ____ Floor	5%
On or before completion of ____ Floor	5%
On or before completion of Top Slab (____ floor/____ floor) whichever is final slab	5% (not exceeding 70%)
On completion of Internal walls, Internal Plaster, Flooring within the said apartment	5% (not exceeding 75%)
On completion of Staircase, lift wells up to the floor level of the said apartment	5% (not exceeding 80%)
On completion of External Plumbing, External Plaster	5% (not exceeding 85%)
On completion of water pumps, electrical fitting	10% (not exceeding 95%)
On Possession	5% (not exceeding 5%)
<b>Amounts payable post execution of the agreement</b>	<b>Rs. /-</b>
<b>Total</b>	<b>100.00%</b>

**THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:**  
**("being the list of the "Other Charges" to be paid by the Allottee in accordance with**  
**Clause 7.[●] of this Agreement")**

PART A		
Sr.No.	Particulars	Amounts
1.	Legal Charges	Rs. _____/-
2.	Charges towards installation of Electric Meter, Water Meter, Gas Connection of the said Wing	Rs. _____/-
3.	Development Charges	Rs. _____/-
	<b>Total</b>	<b>Rs. _____/-</b>
PART B		
Sr.No.	Particulars	Amounts
1.	Share Application and Entrance Fees of the said Society	Rs. _____/-
2.	Corpus Fund Deposit	Rs. _____/- OR As determined at the time of Possession
3.	Proportionate Share of Municipal Taxes and Outgoings	As determined at the time of Possession
4.	Advance Maintenance Charges for 1 (One) Year	As determined at the time of Possession

Photo

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Impression

SIGNED AND DELIVERED BY

)

the within named

)

KEystone REALTORS LIMITED

)

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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**RECEIPT**

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 per the details mentioned below:

DATE	CHEQUE NO./ UTR No.	NAME OF THE BANK	AMOUNT
TOTAL			

For **KEYSTONE REALTORS LIMITED**

\_\_\_\_\_  
(Promoter)

Witness:

- 1.
- 2.

Annexure “[●]”

Description of the facilities provided in the building and/or provided in the common areas and/or in the layout as provided:

A. Description of the common areas provided:

Sr.No	Type of Common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
i.				
ii.				
iii.				
iv.				

B. Facilities/amenities provided/to be provided within the building including in the common area of the building:

Sr.No	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size / area of the facilities / amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						
iv.						

C. Facilities/ amenities provided / to be provided within the Layout and / or common area of the Layout:

Sr.No	Type of facilities/amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size / area of the facilities / amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						
iv.						

D. The Size and the location of the facilities / amenities in form of open spaces ( RG/ PG etc.) provided / to be provided within the plot and or within the layout.

Sr.No	Type of open space (RG/PG) to be provided	Phase name/number	Size open space of availability for use	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.					
ii.					
iii.					
iv.					

E. Details and specification of the lifts:

Sr. No	Type Lift (passenger/service/stretchers/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (KG)	Speed (mtr/sec)
i.				
ii.				
iii.				

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