

ALLOTMENT LETTER

Date: [●]

To  
[Name]  
[Address]

Dear Sir / Madam,

Re: Premises being Flat No. [●] admeasuring [●] square meters. (carpet area) on the [●] Floor of Building No. [●] (“the said Premises”) alongwith [●] car park/s in the Project ‘Runwal Gardens Phase 5 Bldg. Nos. 39 to 42 being one of the phases of the Whole Project to be known as ‘Runwal Gardens’ being constructed on a portion of land (“said Land”) which forms part of the Larger Land approximately admeasuring in the aggregate 4,65,228 sq. mtrs. comprised in diverse Survey Nos. lying, being and situate at Village Gharivali and Village Usarghar, Taluka Kalyan, within the Registration District and Sub-District at Thane

1. Runwal Residency Private Limited (“the Promoter”) is undertaking development of the Larger Land in a phase-wise manner (“Whole Project”) as an Integrated Township Project (“ITP”) in accordance with the applicable Regulations framed by the Government of Maharashtra for development of an ITP (“ITP Regulations”), as may be amended from time to time.
2. The Promoter is undertaking development of a real estate project (“Runwal Gardens”) in several phases, of which, the current phase viz. ‘Runwal Gardens Phase 5 Bldg. Nos. 39 to 42, is comprising 4 (four) Residential Buildings (“the Real Estate Project”), in accordance with the approval received from Mumbai Metropolitan Region Development Authority (“MMRDA”). The Real Estate Project is being developed as one of the phases of the Whole Project, and has been registered with the Real Estate Regulatory Authority (“Authority”) having Registration No. [●], 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”).
3. As a part of the ITP Regulations, the Promoter is required to construct small tenements for persons from EWS and LIG categories (“Social Housing Component”), as a social responsibility on the terms and conditions specified in the ITP Regulations, on another portion/part of the Larger Land, which shall be separately registered as may be required, and as deemed appropriate by the Promoter.
4. The Promoter has agreed to allot the said Premises in the Real Estate Project admeasuring [●] square foot. carpet area (equivalent to [●] square meters) to the Allottee, for the aggregate consideration/price of Rs.[●]/- (Rupees [●] Only) (“Sale Consideration”) and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale uploaded on the website of the Authority at <https://maharera.mahaonline.gov.in>. The Allottee confirms that he/she has read and accepted the terms and conditions of the Agreement for Sale.
5. The Sale Consideration is required to be paid by the Allottee to the Promoter in accordance with the following payment schedule:

Particulars	%	Amount
Total	100%	

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6. Upon payment of the instalment up to **10.00%** of the Sale Consideration as detailed above, the Parties shall execute the Agreement for Sale (as per the format uploaded on the website of the Authority,) as required under Section 13 of RERA and shall register the Agreement for Sale under the Registration Act, 1908, upon which, this letter of allotment ("**Letter**") shall stand superseded by the Agreement for Sale.
7. In the event the Allottee does not make payment of any instalment of the Sale Consideration (prior to execution and registration of the Agreement for Sale) and/or in the event the Allottee refuses to execute and register the Agreement for Sale within a period of 30 (thirty) days from the date of the Promoter calling upon the Allottee to execute and register the Agreement for Sale, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Consideration/parts thereof ("**the Interest**"), the Promoter shall be entitled to, at his sole option and discretion, terminate this Letter, 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 provided by the Allottee, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions on account of which it is intended to terminate the Letter. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter 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 the receipt of the Promoter Termination Notice by the Allottee, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this para, the Promoter shall be entitled to forfeit **10%** of the total Sale Consideration out of the part Sale Consideration paid till date and to deduct a further amount, to recover all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, brokerage/referral fees, indirect taxes and administrative charges as determined by the Promoter ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Within a period of 30 (thirty) days of the Promoter Termination Notice or upon resale of the said Premises whichever is later, i.e. within 30 (thirty) days of the Promoter Termination Notice or upon the Promoter subsequently selling and transferring the said Premises to another allottee; whichever is later, the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration, if any, to the Allottee. This clause on forfeiture and refund shall also apply in the event where the Allottee cancels/terminates this Letter voluntarily for any reason whatsoever. Before voluntary termination, the Allottee will give at least 30 (thirty) days' written notice of his/her intention to do so. Upon the cancellation/termination of this Letter, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and car parking space/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and car parking space/s in the manner it deems fit and proper.

In token of acceptance of the above terms and conditions, you are requested to sign herein below.

Thanking you

**Yours faithfully**  
**For Runwal Residency Private Limited**

.....  
**Authorised Signatory**

We agree and above the above

**MR. [●]** \_\_\_\_\_

**MRS. [●]** \_\_\_\_\_

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## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020

### BETWEEN

**RUNWAL RESIDENCY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 having its registered and corporate office at Runwal & Omkar Esquare, 5<sup>th</sup> Floor, Opposite Sion Chunabhathi Signal, Off Eastern Express Highway, Sion (E), Mumbai 400 022 (through its duly Authorised Signatory Mr. \_\_\_\_\_ authorized under Board Resolution/POA dated \_\_\_\_\_), hereinafter referred to as the "**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

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

### WHEREAS:

- A. By virtue of various deeds, documents, writings and orders, the Promoter is the owner of, absolutely seized and possessed of and well and sufficiently entitled to all those pieces and parcels of land or ground measuring 4,65,228 square metres lying, being and situate at Village Gharivali and Village Usarghar in the Registration District and Sub-District at Thane ("**Promoter Larger Land**") more particularly described in the **First Schedule** written hereunder and shown delineated in black colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**. The title of the Promoter with respect to the Promoter Larger Land is more particularly described in the Report on Title dated 5<sup>th</sup> March 2019, issued by Wadia Ghandy & Co., and Supplementary Title Certificate dated 6<sup>th</sup> October, 2020, issued by Advocate S K. Dubey, as is uploaded and available on the website of the Authority (defined below) at <https://maharera.mahaonline.gov.in>.
- B. One Out-n-Out Infotech (India) LLP has represented to the Promoter that it is the owner of the adjoining and adjacent piece and parcel of land admeasuring 69,328 square metres lying and situate and Villages Sagaon, Gharivali and Usarghar Taluka Kalyan District, Thane ("**Out-n-Out Land**"). No representation is being made by the Promoter on the title of Out-n-Out Infotech (India) LLP to the Out-n-Out Land and the Promoter has not investigated the title of Out-n-Out Infotech (India) LLP to the Out-n-Out Land.
- C. The Promoter is developing the Promoter Larger Land as an Integrated Township Project ("**ITP**") in accordance with the applicable Regulations framed by the Government of Maharashtra for development of an ITP ("**ITP Regulations**") as may be amended from time to time.
- D. Pursuant to the representations made by Out-n-Out Infotech (India) LLP, the Promoter has included the Out-n-Out Land as part of the proposal submitted by the Promoter for development of an ITP on the Promoter Larger Land, since the Promoter Larger Land and the Out-n-Out Land are contiguous to each other, without receiving any consideration or other benefit from Out-n-Out Infotech (India) LLP. It is the express understanding that the Promoter Larger Land will be developed by the Promoter while the Out-n-Out Land will be developed by Out-n-Out Infotech

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(India) LLP. The Promoter Larger Land and the Out-n-Out Land are collectively referred to as **"the Larger Land"**. It is, however, clarified that although the Out-n-Out Land forms part of the same layout, the development to be undertaken on the Out-n-Out Land shall be registered as a separate real estate project. It is further clarified that no part of the FSI from the Out-n-Out Land shall be utilised on the Promoter Larger Land neither shall any FSI from the Promoter Larger Land be utilised on the Out-n-Out Land. Further, no representation is being made by the Promoter in respect of any development to be made on the Out-n-Out Land.

- E. The Promoter has disclosed to the Allottee and the Allottee is aware of and acknowledges that the Larger Land is being developed as an Integrated Township Project pursuant to the Sanctioned Master Layout Plan (**"Master Layout"**) copy whereof is annexed hereto and marked as **Annexure "B"**.
- F. The Promoter Larger Land will be developed as a single layout in a phase-wise manner. The principal and material aspects of the development on the Promoter Larger Land (**"Whole Project"**) as disclosed by the Promoter are briefly stated below: -
- (a) Subject to the receipt of approvals/sanctions from the Maharashtra Metropolitan Regional Development Authority (**"MMRDA"**) and/or other competent authority(ies), the Promoter proposes to carry out construction on the Promoter Larger Land by consuming such FSI as may be available from time to time upon the Promoter Larger Land if any, or due to change in the applicable law or policy of MMRDA, or otherwise, on any other portion of the land comprising the Promoter Larger Land, as the case may be. In relation to this, the Promoter is entitled to amend, modify and/or substitute the Master Layout, in full or in part, as may be required/ permissible under the applicable law from time to time. The Promoter has prepared and the Allottee has perused the proposed layout plans based on the 2 (two) possible scenarios (collectively referred to as **"Proposed Master Layouts"**) of the Larger Land which are annexed hereto and collectively marked as **Annexure "C-1"** and **Annexure "C-2"**, which, inter alia, specify the tentative location of the buildings to be constructed as part of the Whole Project, the services, the social housing component, the common areas and amenities, recreation ground, playground, and reservations, together with draft statements specifying the proposed total FSI proposed to be utilized on the Promoter Larger Land in each case (**"Whole Project Proposed Potential"**).
  - (b) The Promoter is developing the Promoter Larger Land in a phase wise manner comprising:
    - (i) Several residential phases;
    - (ii) Several commercial phases;
    - (iii) Sewage Waste Management Plant;
    - (iv) Electric Sub-station;
    - (v) Mall;
    - (vi) School;
    - (vii) Community health centre;
    - (viii) Town Hall;
    - (ix) Community Market;
    - (x) Public Parking Utilities; and,
    - (xi) Other Public Utilities, if any.
  - (c) It is clarified that the Promoter will be entitled to develop, transfer, dispose of, use, operate, manage and otherwise monetise the School, Mall, Community Health Centre, Town Hall, Community Market and other such development in the manner it deems fit and proper and the Allottee will have no right, title or interest therein. It is further clarified that the same may accessible and available even for the general public and will not be restricted to the allottees of the Whole Project. The Promoter, at its sole discretion, shall be entitled to formulate such rules and regulations or impose such terms and conditions as may be necessary for the use and operation of the aforesaid development as it may deem fit and proper.
  - (d) In addition to the aforesaid, the Promoter is also developing, for the benefit of the Larger Land, the following reservations required to be developed and handed over to the concerned authorities under the current ITP Regulations/applicable law (**"ITP Reservations"**): -

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- (i) 1 (one) bus station;
- (ii) 1 (one) police station;
- (iii) 1 (one) fire station
- (iv) Recreation ground (“**RG**”);
- (v) Playground (“**PG**”); and,
- (vi) Garden

It is clarified that the Promoter shall be entitled to deal with the concerned authorities with respect to the development and handing over of the ITP Reservations and any relaxations or benefits accruing or arising therefrom shall be to the benefit of the Promoter. It is also clarified that the reservations to be developed on the Promoter Larger Land from time to time may change, the law relating to handing over of reservations may change, the location of the reservations may change either on account of change in law or on account of shifting by the Promoter, quantum and extent of the reservations may change and the Promoter may be entitled to develop the reservations from time to time as per applicable law. It is also clarified that in the event of any change in policy or the relevant rules and regulations, the policy, rules and regulations as may be applicable at the relevant time shall be followed and development/handling over will be undertaken accordingly. The Promoter may develop facilities on the RG as may be permitted by law such as Club House, Multipurpose Hall, Gymnasium and other facilities from time to time.

- (e) There is a multi-modal corridor passing through the Promoter Larger Land which is marked on the Proposed Master Layout (defined below);
  - (f) As a part of the ITP Regulations, the Promoter is required to construct small tenements for persons from EWS and LIG categories (“**Social Housing Component**”), as a social responsibility on the terms and conditions specified in the ITP Regulations. In the event the Promoter is entitled and/or permitted to sell/ dispose of all or any part of the Social Housing Component, then the Promoter shall register the same as a separate real estate project, in the manner the Promoter deems fit and proper.
- G. The Allottee has perused the Master Layout of the Larger Land which is annexed hereto and marked as **Annexure “B”**, which specifies the location of the Whole Project, the Social Housing Component, the common areas, facilities and amenities in the Whole Project that may be usable by the allottees of the Whole Project and also by the general public (“**Whole Project Common Areas and Amenities**”), and the ITP Reservations on the Larger Land as per the ITP Regulations, together with a draft proforma specifying the total FSI to be utilized on the Larger Land (“**Whole Project Potential**”). The Whole Project Common Areas and Amenities are listed in **Second Schedule** hereunder written.
- H. The Promoter shall be entitled to designate any spaces/areas in the Whole Project (including on the terrace and at basement levels of such buildings comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem fit and proper. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub– stations, towers etc.
- I. The scheme and scale of development proposed to be carried out by the Promoter on the Promoter Larger Land will be as set out in the Master Layout and/or Proposed Master Layouts, as amended and approved by the concerned authorities from time to time;
- J. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Promoter Larger Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.

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- K. The Promoter shall be entitled to confer title of a particular building/wing to such society/ies, as mentioned at Clause 15 hereinbelow.
- L. The details of formation of the Apex Body/ Federation to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed / to be constructed on the Promoter Larger Land, to maintain, administer and manage the Whole Project ("**Federation**") and conferment of title upon the Federation with respect to the Promoter Larger Land and Whole Project Common Areas and Amenities and/or other common areas and amenities, all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Promoter Larger Land are mentioned at Clauses 16 and 17 hereinbelow.
- M. The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Promoter Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Promoter Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Promoter Larger Land remaining balance after handing over the stipulated percentage if any, to the MMRDA or any other statutory, local or public bodies or authorities and/or after developing public amenities, only would be available for transferring and/or conveying to the Federation.
- N. The nature of development of the Promoter Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- O. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Promoter Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- P. The Promoter is entitled to amend, modify and/or substitute the Master Layout, in full or in part, as may be required by the applicable law from time to time.
- Q. The Promoter will be entitled to develop the Promoter Larger Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the Promoter Larger Land and the structures to be constructed thereon from time to time.
- R. Out of the residential phases being developed on the Promoter Larger Land, the first residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 10,674.18 square metres (plinth area) ("**the said Phase I Land**"). The first part of the second residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 2464.15 square metres (plinth area) ("**the said Phase II (Part 1) Land**"). The second part of the second residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 2168.48 square metres (plinth area) ("**the said Phase II (Part 2) Land**"). The first part of the third residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1987.09 square metres (plinth area) ("**the said Phase 3 (Part I) Land**"). The second part of the third residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1297.85 square metres (plinth area) ("**the said Phase 3 (Part II) Land**"). The third part of the third residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1433.90 square metres (plinth area) ("**the said Phase 3 (Part III) Land**"). The first part of the fourth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring [●] square metres (plinth area) ("**the said Phase 4 (Part I) Land**") The second part of the fourth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring [●] square metres (plinth area) ("**the said Phase 4 (Part II) Land**"). The Promoter is also developing a commercial/retail building on a portion of the Promoter Larger Land admeasuring 6730.18 square metres (plinth area) ("**Shopping Arcade Land**").
- S. The Promoter is already developing and/or proposes to develop in accordance with the sanctions and approvals obtained/to be obtained from MMRDA, the following buildings on the said Phase I Land, Phase II (Part 1) Land, Phase II (Part 2) Land, Phase 3 (Part I) Land, Phase 3 (Part II) Land, Phase 3 (Part III) Land and Shopping Arcade Land comprising the following:-
1. Phase I Land comprising of 13 (thirteen) buildings as set out below:

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- (a) 12 residential buildings known as Building No.1, Building No. 2, Building No. 3, Building No. 4, Building No. 5, Building No. 6, Building No. 7, Building No. 8, Building No. 9, Building No. 10, Building No. 11 and Building No. 12, each comprising Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors (hereinafter collectively referred to as **"Phase I Residential Buildings"**);
- (b) 1 (one) multi-level car parking building with shops on the ground floor and the said Club House (defined below) on the terrace (**"Phase 1 & 2 Commercial Building"**) as specified in Recital Clause (V) (v) hereinbelow;

(Phase I Residential Buildings are shown delineated in red colour boundary lines, and the Phase 1 & 2 Commercial Building is shown hatched in blue colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Phase I project"**. The Phase I Project is registered by the Promoter as a "real estate project" with the Real Estate Regulatory Authority (**"Authority"**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (**"RERA Rules"**). The Authority has duly issued a Certificate of Registration bearing No. P51700022699 dated 12/10/2019 subsequently revised vide certificate dated 26<sup>th</sup> June, 2020.

- 2. Phase II (Part 1) Land comprising of 6 residential (six) buildings i.e. Building 18, Building 19, Building 20, Building 21, Building 22 and Building 23 each comprising Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 2 Bldg. No. 18-23"**) shown delineated in green colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 2 Bldg. No. 18-23"**. **Runwal Gardens Phase 2 Bldg. No. 18-23** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700024154** dated 23.01.2020 subsequently revised vide Certificate dated 28.06.2020.
- 3. Phase II (Part 2) Land comprising of 5 residential (five) buildings i.e. Building 13, Building 14, Building 15, Building 16 and Building 17 each comprising Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 2 Bldg. No. 13-17"**) shown delineated in pink colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 2 Bldg. No. 13-17"**. **Runwal Gardens Phase 2 Bldg. No. 13-17** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700025677** dated 01.07.2020.
- 4. Phase 3 (Part I) Land comprising of 3 residential (three) buildings i.e. Building 24 Building 25 and Building 26 each comprising Stilt plus 34 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 3 Bldg. No. 24-26"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 3 Bldg. No. 24-26"**. **Runwal Gardens Phase 3 Bldg. No. 24-26** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700026228** dated 30.08.2020.
- 5. Phase 3 (Part II) Land comprising of 2 residential (two) buildings i.e. Building 27 and Building 28 each comprising Stilt plus 34 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 3 Bldg. No. 27-28"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 3 Bldg. No. 27-28"**. **Runwal Gardens Phase 3 Bldg. No. 27-28** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700026927** dated 03.11.2020.



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6. Phase 3 (Part III) Land comprising of 2 residential (two) buildings i.e. Building 29 and Building 30 each comprising Stilt plus 34 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 3 Bldg. No. 29-30"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 3 Bldg. No. 29-30"**. **Runwal Gardens Phase 3 Bldg. No. 29-30** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700028344** dated 18.02.2012.
7. Shopping Arcade Land comprising 1 (one) commercial/retail building (**"Shopping Arcade"**) having 6 no. of slabs of super structures hereinafter referred to as **"Runwal Gardens Shopping Arcade"** shown delineated in yellow colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Shopping Arcade"**. **Runwal Gardens Shopping Arcade** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700026438** dated 22.09.2020.
8. Phase 4 (Part I) Land comprising of 2 residential (two) buildings i.e. Building 31 and Building 32 each comprising Basement plus Stilt plus 34 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 4 Bldg. No. 31-32"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 4 Bldg. No. 31-32"**. **Runwal Gardens Phase 4 Bldg. No. 31-32** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700029155** dated 29.04.2021.
9. Phase 4 (Part II) Land comprising of 2 residential (two) buildings i.e. Building 33 and Building 34 each comprising Basement plus Stilt plus 34 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 4 Bldg. No. 33-34"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 4 Bldg. No. 33-34"**. **Runwal Gardens Phase 4 Bldg. No. 33-34** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700030533** dated 30.08.2021.
10. Phase 4 (Part III) Land comprising of 2 residential (two) buildings i.e. Building 35 and Building 36 each comprising Basement plus Stilt plus 34 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as **"Runwal Gardens Phase 4 Bldg. No. 35-36"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 4 Bldg. No. 35-36"**. **Runwal Gardens Phase 4 Bldg. No. 35-36** is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **P51700031319** dated 15.10.2021.
11. Phase 4 (Part IV) Land shall comprising of 2 residential (two) buildings i.e. Building 37 and Building 38 each (hereinafter collectively referred to as **"Runwal Gardens Phase 4 Bldg. No. 37-38"**) shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B"**) and to be identified as **"Runwal Gardens Phase 4 Bldg. No. 37-38"**.
- T. The Promoter is now developing another phase (**"Phase 5"**) on a portion of the Promoter Larger Land (to be known as **'Runwal Gardens Phase 5 Bldg. No. 39 to- 42'**) admeasuring [●] square metres (plinth area) and comprising of 4 ( four) residential buildings i.e. Building 39, Building 40, Building 41 and Building 42 on the said Land (**"Residential Buildings"**) (more particularly described in the **Third Schedule** hereunder written and the said Buildings are shown delineated in orange colour boundary lines on the plan annexed hereto and marked as **Annexure "B-1"**)



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and proposed as a “real estate project” which has been registered by the Promoter as such (“**the Real Estate Project**” / “**the Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued a Certificate of Registration bearing No. [●] dated [●] (“**the RERA Certificate**”) for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “D”** hereto.

- U. The Allottee has, prior to the date hereof, examined copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land including the said Land in a phase-wise manner. The Allottee has also examined all documents recited hereinabove and the 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.
- V. The principal and material aspects of the development of the Project as sanctioned under the RERA Certificate, are briefly stated below:
- (i) The name of the Project shall at all times be known as “**RUNWAL GARDENS PHASE 5 Bldg. No. 39 to 42**”. The Project consists of 4 ( four) residential buildings “**Residential Buildings**”.
  - (ii) The details of each of the Residential Buildings are as follows:
    - (a) Building No. 39 of the Project comprising basement plus stilt plus [●] to [●] Floors having [●] no. of slabs of super structures ([●] habitable floors) of which all [●] habitable floors have been sanctioned; and,
    - (b) Building No. 40 of the Project comprising basement plus stilt plus [●] to [●] Floors having [●] no. of slabs of super structures ([●] habitable floors) of which all [●] habitable floors have been sanctioned.
    - (c) Building No. 41 of the Project comprising basement plus stilt plus [●] to [●] Floors having [●] no. of slabs of super structures ([●] habitable floors) of which all [●] habitable floors have been sanctioned.
    - (d) Building No. 42 of the Project comprising basement plus stilt plus [●] to [●] Floors having [●] no. of slabs of super structures ([●] habitable floors) of which all [●] habitable floors have been sanctioned.
  - (iii) The Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Fourth Schedule** hereunder written;
  - (iv) Total FSI of [●] square metres has been proposed for consumption in the construction and development of the Project of which FSI of [●] square metres has been sanctioned.
  - (v) As a part of development of the Project, and in accordance with the Commencement Certificate, the Promoter will develop certain common areas and amenities and a multilevel car park inter alia comprising 3 (three) basement levels + Ground + 1 to 13 Parking Floors + 2 upper floors [14<sup>th</sup> and 15<sup>th</sup> Floor plus 5 additional floors (proposed)], for use in common, for the Project and the proposed Phase 4 to be developed by the Promoter on the Promoter Larger Land (“**Phase 3 & 4 Commercial Building**”). The common areas and amenities provided in the Project for the exclusive benefit of the allottees of the said Phase 3 and Phase 4, to be constructed in the Phase 3 & 4 Commercial Building, are listed in the **Fifth Schedule** hereunder written (“**Project Common Areas and Amenities**”).

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- (vi) As a part of development of the Project, and in accordance with the Commencement Certificate issued by MMRDA (**defined hereinbelow**), the Promoter will also construct a club house on a portion of the Phase 3 & 4 Commercial Building ("**the said Club House**"). The Promoter has informed the Allottee that it shall construct the said Club House by using the FSI. Accordingly, the said Club House is not a common area and facility and/or a common amenity and will always remain separate and independent. The Allottee confirms and acknowledges the same.
- (vii) The Allottee shall also use and access the Project Common Areas and Amenities and the Whole Project Common Areas and Amenities. The access to the Whole Project will be from the D P Roads as shown in the Plans, which access shall be common and be used by the Allottee and all other allottees/occupants of the premises in the Whole Project (defined hereafter) and the Project. The Promoter may, at its sole discretion, however, provide a separate access to the Project as may be permitted and sanctioned by MMRDA.
- (viii) The Promoter shall develop certain recreation ground in the Project. The recreation ground to be developed by the Promoter in the Project shall be for the common benefit of the allottees of the Project and the balance proposed residential portion of Phase 4.
- (ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Land and/or the Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.
- (x) The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the basement levels of the 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 Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (xi) The details of formation of the Society, and conferment of title upon the Society with respect to the Project, are more particularly specified in Clauses 14 and 15 below.
- (xii) Copies of the Locational Clearance dated 12<sup>th</sup> July 2019 granted by the Urban Development Department and the Letter of Intent dated 9<sup>th</sup> August 2019 issued by the Collector, Thane are annexed hereto as **Annexure "E"** and **Annexure "F"** respectively.
- (xiii) MMRDA had issued Layout Approved Letter bearing No. SROT/Growth Centre/2401/BP/ITP-Layout/Usarghar-Gharivali-Sagaon-01/1776/2019 dated 24.09.2019, which was further amended vide Amended Layout Approved Letter bearing No. SROT/Growth Centre/2401/BP/ITP-Amend Layout/Usarghar-Gharivali-Sagaon-01/440/2020 dated 25/06/2020. Copy of Amended Layout dated 25/06/2020 is annexed hereto as **Annexure "G"**. MMRDA had issued Commencement Certificate. Copy of the Commencement Certificate dated [●] is annexed hereto as **Annexure "H"**. Approvals/Commencement Certificate as and when sanctioned/amended by MMRDA from time to time with respect to the Real Estate Project, shall be uploaded on RERA website.

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

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- W. The Allottee/s is/are desirous of purchasing a residential premises/flat/shop bearing No. [●] on the [●] floor of Building No. [●] of the Project known as “**RUNWAL GARDENS PHASE 5 Bldg. No. 39 to 42**” (hereinafter referred to as “**the said Premises**”).
- X. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- Y. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Project.
- Z. The Promoter has the right to sell the said Premises in the Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- AA. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Promoter Larger Land, the said Land, and the plans, designs and specifications prepared by the Promoter’s Architects, Messrs Saakar and of such other documents as are specified under RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
- (i) All approvals and sanctions issued by the competent authorities for the development of the Project and the Whole Project including layout plans, master plan, approved plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA;
  - (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Promoter Larger Land viz. land admeasuring approximately 4,65,228 square metres in the aggregate bearing diverse survey numbers including the said Land admeasuring 1324.67 square metres (plinth area);
  - (iii) All the documents mentioned in the Recitals hereinabove;
  - (iv) Report on Title 5<sup>th</sup> March 2019 issued by Wadia Ghandy & Co., Advocates, Solicitors & Notary and Supplementary Title Certificate dated 6<sup>th</sup> October, 2020, issued by Advocate S K. Dubey (“**Title Certificate**”), certifying the right/entitlement of the Promoter. Since the Title Certificate is voluminous it is not annexed hereto; however, the Title Certificate is uploaded and available on website of the Authority at [https://maharera.mahaonline.gov.in.](https://maharera.mahaonline.gov.in;); and
  - (v) The certified true copies of the 7/12 Extracts for the Promoter Larger Land are annexed and collectively marked as **Annexure “I”** hereto.
  - (vi) An authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure “J”** hereto.
- BB. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Project shall be granted by the competent authority.
- CC. Further, (i) the requisite approvals and sanctions, for development of the Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Project are applied for and/or in process of being obtained and/or obtained by the Promoter. The Promoter has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

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- DD. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Project and the Whole Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.
- EE. The carpet area of the said Premises as defined under the provisions of RERA is [●] square metres plus [●] square metres deck area and [●] square metres utility area, if any.
- FF. 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.
- GG. 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 of Rs. [●]/- (Rupees [●] only) and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee has paid to the Promoter, a sum of **Rs. [●] /- (RUPEES [●] ONLY)** being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge).
- HH. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- II. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking space on the specific terms and conditions as set out herein below.
- JJ. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Plan of Promoter Larger Land
Annexure "B"	Sanctioned Master Layout Plan
Annexure "B-1"	Approved Plan in respect of Phase 5 Part I
Annexure "C-1"	Proposed Master Layout Plan
Annexure "C-2"	Proposed Master Layout Plan
Annexure "D"	RERA Certificate
Annexure "E"	Locational Clearance
Annexure "F"	Letter of Intent
Annexure "G"	Layout Approval
Annexure "H"	Commencement Certificates
Annexure "I"	7/12 Extracts
Annexure "J"	Floor Plan
Annexure "K"	Payment Schedule

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 have been 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 in the Project comprising 4 ( four) Residential Buildings to be known as Building No. 39 , Building No. 40, Building No. 41 and Building No. 42 each consisting of such floors as set out in Recital 'V (ii)' above respectively described in the **Third Schedule** hereunder

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written, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MMRDA from time to time. The Project shall have the Project Common Areas and Amenities that may be usable by the Allottee, jointly with all other allottees of the Phase 4 Project and/or the allottees of Phase 3, and are listed in the **Fifth Schedule** hereunder written.

**PROVIDED THAT** the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

### 3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. [●] of the [●] type admeasuring [●] square metres carpet area plus [●] square metres deck area and [●] square metres utility area as per RERA on the [●] floor of Building No. [●] of the said Project ("**the said Premises**") more particularly described in the **Sixth Schedule** hereunder written and shown in **Red colour** hatched lines on the floor plan annexed and marked as **Annexure "J"** hereto at and for the consideration of Rs. [●]/- (Rupees [●] only).
- (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park [●] ([●]) car/s in the car parking space in the stilt/Phase 3 & 4 Commercial Building. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.
- (iii) The total aggregate consideration amount for the said Premises is **Rs. [●] /- (RUPEES [●] ONLY)** ("**the Sale Consideration**"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Consideration is earnest money and is referred to herein as the "**Earnest Money**".
- (iv) The Allottee has paid before execution of this Agreement, a sum of Rs. [●] /- (**RUPEES [●] ONLY**) on account Earnest Money / advance payment, as applicable, and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of Rs. [●]/- (Rupees [●] only) in the manner and payment instalments more particularly set out in **Annexure "K"** hereto.
- (v) The Allottee agrees to pay the Sale Consideration in instalments as set out in Annexure 'K' hereto, along with applicable taxes, within 7 (seven) days from the date of written demand made by the Promoter, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.
- (vi) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. [●] maintained with Sion Branch with IFSC Code [●] ("**the said Account**"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account No. [●] maintained with Sion Branch with IFSC Code [●] ("**the RERA Account**").
- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in

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connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable / payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable and/or 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. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

- (viii) 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 subsequent payments.
- (ix) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements / Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.
- (x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the said building is complete and the Occupation Certificate is granted by the MMRDA or such other competent 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 on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction would be more than the defined limit of 3%, then the Promoter shall refund the excess money paid by Allottee, within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3%, then the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. 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 metre as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.
- (xi) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.

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- (xii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover, and the Allottee shall be liable pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
  - (xiii) 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, in the same manner detailed in this Clause 3 and Clause 21 herein below (which will not absolve Allottee of its responsibilities under this Agreement).
  - (xiv) 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.
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 MMRDA or any other authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MMRDA, the Occupation Certificate in respect of the said Premises.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the Project Common Areas and Amenities in the Project that may be usable by the Allottee as listed in the **Fifth Schedule** hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

The Promoter has notified and the Allottee is aware that the Whole Project Common Areas and Amenities to be provided in the Whole Project are being developed in a phase-wise manner and are to be shared by all the respective allottees and occupants therein and that the same will be completed on or before completion of the Whole Project subject to Force Majeure events. It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately.

6. **FSI, TDR and development potential with respect to the said Project on the said Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential) in the manner more particularly detailed in Recital V (iv) above and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **FSI, TDR and development potential with respect to the Proposed Future and Further Development of the Promoter Larger Land/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the Promoter Larger Land (by utilization of the full development potential) and to



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develop the same in phase-wise manner and has undertaken/ will undertake multiple real estate projects therein in the manner more particularly detailed at Recital 'F' above and as depicted in the Proposed layout plans at **Annexure "C-1"** and **Annexure "C-2"** hereto constituting the Proposed Master Layout and the Proposed Whole Project Potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

## 8. Club House

- (i) The Promoter intends to construct a club house on a portion of the Phase 3 & 4 Commercial Building ("**the said Club House**").
- (ii) The Promoter has informed the Allottee that it shall construct the said Club House by using the FSI. Accordingly, the said Club House is not a common area and facility and/or a common amenity and will always remain separate and independent. The Allottee confirms and acknowledges the same.
- (iii) The Promoter has informed the Allottee that the Promoter shall be entitled to sell/ lease/ license the Club House to any person ("**the Club House Entity**") to operate and maintain the said Club House. The consideration / rent / fees received from such a sale/ lease/ license shall belong absolutely to the Promoter. The Promoter or the Club House Entity will be entitled to reconstruct or develop the said Club House by utilising its FSI without any obstruction or consent from any person or society or federation and in the event the building in which the said Club House is located has to be redeveloped or reconstructed, then the said Club House will also be redeveloped and reconstructed accordingly.
- (iv) The title of the said Club House and the amenities/facilities therein shall vest with the Promoter or the Club House Entity, as the case may be, who will be entitled to manage and deal with and dispose of the same in such manner as may be determined by it. All fees or otherwise as payable by the members of the said Club House and/or their guests shall belong absolutely to the Promoter or the Club House Entity, as the case may be.
- (v) The Allottee is further aware that the said Club House shall be accessible only by way of a separate entrance and exit.
- (vi) The said Club House will admit members on the terms and conditions as formulated by the Promoter or the Club House Entity and will be subject to the discretion of the Promoter or the Club House Entity. The membership will be open for all the occupants of the said Project and also outsiders on the payment of such membership fee and/or charges ("**Club House Fees**") as may be decided by the Promoter or the Club House Entity and the same shall be appropriated by the Promoter or the Club House Entity to its own account. The Promoter or the Club House Entity shall frame the necessary rules and regulations for the operation of the said Club House.
- (vii) The Allottee has been made aware that the construction of the said Project and the Whole Project is phase-wise and that the said Club House shall be constructed on a portion of the Phase 3 & 4 Commercial Building. The Allottee confirms that he is aware that the construction of the said Club House may not be completed/ it may not be operational by the Possession Date (defined below). The Promoter will be entitled to determine when to commence and complete the construction of the said Club House.

## 9. Possession Date, Delay and Termination:

- (i) The Promoter shall offer possession of the said Premises to the Allottee on or before [●] or such extended date as may be allowed by MahaRERA from time to time due to Covid-19 pandemic, along with an extension of 12 months ("**Possession Date**"). Provided however, that the Promoter shall be entitled to reasonable extension of time from the Possession Date for giving delivery of the Premises ("**grace period**"), if the completion of the Project is delayed on account of any or all of the following factors: -
  - (a) Any force majeure events;

## Draft

- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
  - (c) Any stay order/injunction order issued by any Court of Law, competent authority, M.M.R.D.A, statutory authority;
  - (d) Any other circumstances that may be deemed reasonable by the Authority.
- (ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the Possession Date or within the grace period, (save and except for the reasons as stated in sub-clause (i) (a) to (d) herein above), then the Allottee shall be entitled to either of the following options: -
- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon, for every month of delay from the expiry of the grace period ("**the Interest Rate**"), 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 of the possession of the said Premises by the Promoter to the Allottee;

### OR

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, to formally cancel this Agreement for Sale, the Allottee shall execute and register a Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque dated 30 (thirty) days from the date of execution of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.
- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.
- (iv) Subject to the right of the Promoter to terminate this Agreement, if the Allottee fails to make any payment 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, on all and any such delayed payments computed from the date such amount was due and payable, till the date such amounts are fully and finally paid together with the interest thereon.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate, as mentioned in Clause 3 (xii) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that,

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the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in 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 the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. It is agreed that on such termination and cancellation, the Allottee shall execute and register a Deed of Cancellation in respect of the said Premises in the manner as stated in this sub-clause, and the Promoter shall be entitled to forfeit the Earnest Money being 20% of the Sale Consideration and all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, brokerage/referral fees, taxes paid/payable and administrative charges as determined by the Promoter ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises and further upon resale of the said Premises to another allottee, whichever is later, the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. In the event the Allottee has availed of financial assistance from any Bank or Financial Institute for the purchase of the said Premises, then the Promoter shall deposit the refund amount directly with such Bank/Financial Institution and the Allottee shall seek refund of dues, if any, from such Bank/Financial Institution. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said Premises as mentioned above, the Promoter shall be entitled to retain the refund amount and the Allottee shall not be entitled to claim any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any.

- (vi) It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.
10. The Project Common Areas and Amenities in the Project that may be usable by the Allottee are listed in the **Fifth Schedule** hereunder written. The Whole Project Common Areas and Amenities in the Whole Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.
11. **Procedure for taking possession:**
- (i) Upon obtainment of the Occupancy Certificate from the MMRDA or such other competent authority and upon payment by the Allottee of the requisite instalments 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**"). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.

## Draft

- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 11 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. In the event the Allottee fails and / or neglects to take possession of the Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee shall be liable to pay demurrage charges to the Promoter at the rate of Rs. 75/- per square foot of net area per month or part thereof from the expiry of the aforementioned 15 (fifteen) days period till such time the Allottee takes possession of the Premises. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession of the Premises on the expiry of the 15 (fifteen) days from the date of the Possession Notice and the Allottee shall alone be responsible / liable in respect of any loss or damage that may be caused to the Premises after this date.
12. 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 said building 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 may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the 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. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said 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, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, Project Apex Body, and/or the Federation as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the 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, appliances and electronic items 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.
13. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.
14. **Formation of the Society and Other Societies:**
- (i) The Promoter may form separate societies for each building forming part of the said Project to be constructed on the said Land.
- (ii) Upon 51% of the total number of units/premises in each building being booked by allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in that said building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- (iii) The Allottee shall, along with other allottees of premises/units in the said building, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in

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accordance with the provisions of the RERA and RERA Rules, in respect of the said building in which the allottees of the respective premises in the said building alone shall be joined as members ("**the Society**").

- (iv) For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (v) The name of the Society shall be solely decided by the Promoter.
- (vi) The Society shall admit all purchasers of flats and premises in the said building as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- (vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said building, if any. Post execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body/Federation for the sale / allotment or transfer of the unsold areas in the said building/ the Project or elsewhere, 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.
- (viii) Upon receipt of the full occupation certificate with respect to the said building of the said Project, the Society shall be responsible for the operation and management and/or supervision of the said building and its common areas, amenities and facilities, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the full occupation certificate of the said building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.
- (ix) It is clarified that the Promoter may at its sole discretion form separate societies for each building in the Project ("**Other Societies**").
- (x) For the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an apex society comprising the Society and the Other Societies in the Project ("**the Project Apex Society**"). Upon formation of the Project Apex Society, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Project Apex Society.
- (xi) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies and/or the Project Apex Society, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies/ Project Apex Society and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

## 15. Conveyance to the Society and Other Societies:

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- (i) Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said building, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said building, whichever is later or latest, the part of the said building comprising the habitable floors and common areas and amenities therein together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society ("**Society Conveyance**"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the said building including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) It is clarified that with respect to the Phase 3 & 4 Commercial Building only the shops and the FSI/development potential consumed in construction thereof shall be conveyed to the society formed for the same.
- (iii) The Promoter shall execute and register similar conveyances in favour of the Other Societies with respect to their respective buildings.
- (iv) The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project arises from the Promoter Larger Land and the Allottee shall not raise any claim or demand in respect thereof.

It is clarified that the Project Common Areas and Amenities will be conveyed/ handed over to the Apex Society of the Project and the proposed fourth residential phase.

- (v) It is further clarified that the Promoter may form separate societies for the various buildings/towers/wings forming part of the various phases of the Whole Project ("**Other Phase Society/ies**") and such apex societies comprising one or more Other Phase Society/ies ("**Other Phase Apex Society**") as the Promoter may deem fit and proper.

### 16. Formation of the Federation:

- (i) Within a period of 3 (three) months of obtainment of the full Occupation Certificate or full completion certificate of the last building in the Whole Project, the Promoter shall initiate the process for applying to the competent authorities to form a federation of societies comprising the Society and/or Other Societies and/or the Project Apex Society and/or Other Phase Society/ies and/or Other Phase Apex Society, as the case may be, and as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules ("**Federation**").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or Other Societies and/or the Project Apex Society and/or Other Phase Society/ies and/or Other Phase Apex Society and/or the Federation, as the case may be and its members/intended members, and the Promoter shall not be liable toward the same.
- (iii) Till the formation of the Federation, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities more particularly specified in the **Second Schedule** hereunder written (excluding those handed over to the Society/ Other Societies/ Project Apex Society / Other Phase Society/ies/ Other Phase Apex Society under their respective Society Conveyance). Post the formation of the Federation,

# Draft

the Federation shall be responsible for the operation and management and/or supervision of the Promoter Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

## 17. Conveyance of the Promoter Larger Land to the Federation:

- (i) Within a period of 3 (three) months of registration of the Federation, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Whole Project, whichever is later or latest, the Promoter shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the Promoter Larger Land and in all areas, spaces, common areas, facilities and amenities in the Promoter Larger Land that are not already conveyed to the respective Society and/or Other Societies and/or the Project Apex Society and/or Other Phase Society/ies and/or Other Phase Apex Society, in favour of the Federation ("**Federation Conveyance**"). It is clarified that the portion of the Promoter Larger Land remaining balance after handing over the stipulated percentage if any, to the MMRDA or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and conveyed to the Federation.
- (ii) The Allottee and/or the Society and/or Other Societies and/or the Project Apex Society and/or Other Phase Society/ies and/or Other Phase Apex Society and/or the Federation shall not raise any objection or dispute if the area of the Whole Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.
- (iii) The Federation and all its member societies shall be required to join in execution and registration of the Federation Conveyance. The costs, expenses, charges, levies and taxes on the Federation Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Federation alone.

## 18. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause 11 above, pay to the Promoter, the following amounts towards charges and deposits, as the case may be:-

- (i) **Rs. [●] /-** for share money, application entrance fee of the Society, Apex Body and Federation;
- (ii) **Rs. [●] /-** for formation and registration of the Society, Apex Body and Federation;
- (iii) Charges towards water, electricity, and other utility and services connection charges and/or deposit/s, if any, shall be payable in addition to the above, at actuals;

The above amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, above amounts and towards on account of the share capital for the formation of the Society, applicable taxes including GST etc. or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee in to a separate Bank Account which will be intimated by the Promoter to the Allottee. It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/ handover possession of the said Premises to the Allottee.



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19. (a) The Allottee shall pay to the Promoter a sum of **Rs.20,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body/Federation, for preparing the rules, regulations and bye-laws of the Society/Apex Body/Federation, and, the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance, Federation Conveyance and other deeds, documents and writings.
- (b) The Allottee shall, in addition to the amount specified in Clause 18 hereinabove, pay to the Promoter a further sum of **Rs. 25,000** being interest free refundable security deposit for carrying out fit-out works in the said Premises, which shall be refunded (without any interest) to the Allottee upon completion of the fit-out work and subject to compliance of all conditions as may be specified by the Promoter, and provided that the Allottee has not caused any damage to the structure of the building and has not carried out any unauthorized work, while carrying out such fit-out work. In the event, the Allottee shall have carried the fit-out work or any other interior work in the said Premises in breach of any of the conditions specified herein, the Promoter shall be entitled to forfeit the said interest free refundable security deposit.
20. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Promoter Larger Land which shall be maintained and paid for in the manner set out hereinabove.
21. **Loan and Mortgage:**
- (i) The Allottee shall be entitled to avail 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 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/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) 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.
- (iii) 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 balance other amounts payable by the Allottee under this Agreement.
- (iv) 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 applicable law.
22. **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 **Annexes**, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -
- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Promoter Larger Land and also has actual, physical and legal possession of the Promoter Larger Land for the implementation of the Whole Project, subject to the terms and conditions of the Indentures mentioned above, the litigations and the

# Draft

mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
  - (iii) There are no encumbrances upon the Project except those disclosed in this Agreement and the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
  - (iv) There are no litigations pending before any Court of law with respect to the Project except those as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the 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 common areas;
  - (vi) 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 be prejudicially affected;
  - (vii) 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, adversely affect the rights of Allottee under this Agreement;
  - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure, together with common areas so long as they shall be forming part of the Society, save and except the basements, podium and stilts retained by the Promoter;
  - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
  - (xi) 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 except those disclosed to the Allottee.
23. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project and the Promoter Larger Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
24. The Promoter shall be entitled to designate any spaces/areas on the Promoter Larger Land or any part thereof (including on the terrace and basement levels of the 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 purchaser/s of the units/premises to be constructed thereon. 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

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(including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Project/ on the Promoter Larger Land, as the case may be. The Promoter and its workmen/agents/contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Promoter Larger Land.

25. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Promoter Larger Land at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
26. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the Promoter Larger Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the Promoter Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Whole Project (both inherent and further/future) as stated at Recital 'F (a)' above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.
27. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Promoter Larger Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
28. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -
  - (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
  - (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the 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, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated and in case any damage is caused to the 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.
  - (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project

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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.

- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Promoter Larger Land and/or the Whole Project and/or the 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;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Promoter Larger Land and/or the Project in which the said Premises is situated.
- (vii) To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.
- (viii) To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, 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 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.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project 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 Society /Apex Body/Federation regarding the occupancy and use of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Project or any part thereof to view and examine the state and condition thereof.

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Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

- (xiii) The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Allottee Termination Notice.
- (xiv) All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of MMRDA and the concerned bodies/authorities in respect of the Promoter Larger Land and its development, shall be binding upon the Allottee/s and Society including the Federation as may be formed of the purchaser/s of flat/ premises.
- (xv) The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or Promoter Larger Land, as the case may be, which the Promoter will upload from time to time.
- (xvi) Till the entire development of the Promoter Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Promoter Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof.
- (xvii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Promoter Larger Land.
- (xviii) The Allottees are aware and confirm that the Whole Project Common Areas shall be usable by the allottees of the Whole Project, the Project Common Areas and Amenities shall be usable exclusively by the allottees of the Project and the Phase 4 to be constructed in the Phase 3 & 4 Commercial Building, the RG and PG shall be utilised in accordance with the prevailing rules and regulations and the General Services to be developed on the Promoter Larger Land shall be for the use and benefit of the public at large and shall not be restricted to the allottees of the Whole Project. The Allottees agree and confirm that they shall be entitled to claim any right, title, interest in the General Services and in the Social Housing Component, which may be determined by the Promoter and the other concerned authorities from time to time.
- (xix) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.

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- (xx) Till the Federation Conveyance is executed in favour of the Federation, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Promoter Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xxi) Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xxii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- (xxiii) The Allottee has expressly agreed to take prior written consent from the Promoter or the society, as the case may be, before carrying out any changes/alteration/modification in the Said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- (xxiv) The Allottee agrees and covenants that the name of the Project shall at all times be **RUNWAL GARDENS PHASE 5 Bldg. No. 39 to 42** and shall not be changed without the prior written permission of the Promoter.
- (xxv) The Allottee agrees and covenants that the Whole Project Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/ Promoter Larger Land shall be an integral part of the layout of the development of the Whole Project and the Promoter Larger Land including the neighbouring buildings/towers on the Promoter Larger Land and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- (xxvi) The Allottee agrees and covenants that the entry and exit points and access to the Whole Project and the Promoter Larger Land shall be common to all allottees, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottees, users and/or occupants in the Project, the Whole Project and/or any part thereof.
- (xxvii) The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/purchasers/occupants of the respective premises in the Project, in accordance with the rules and regulations as may be specified by MMRDA from time to time.
- (xxviii) In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

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- (xxix) The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or Whole Project Land and/or the Project Common Areas and Amenities and/or the Whole Project Common Areas and Amenities, or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be impartible, and will be held only through the Society formed by the Promoter in respect of the Project, of which he shall be admitted a prospective member.
- (xxx) The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.
- (xxxi) The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.
- (xxxii) The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.
29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Project or the Promoter Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Federation Conveyance, as the case may be.
30. **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 such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however have a right to raise finances on the Promoter Larger Land and other areas excluding the said Premises.
31. **Binding Effect:**
- Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the **Schedules** and **Annexes** along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its



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

## 32. **Nominee:**

- (i) The Allottee hereby nominates \_\_\_\_\_  
("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- (ii) 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 Nominee.

## 33. **Entire Agreement:**

This Agreement, along with its **schedules** and **annexes**, 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 apartment/plot/building, as the case may be.

## 34. **Right to Amend:**

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

## 35. **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 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.

## 36. **Severability:**

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

## 37. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project or the Whole Project, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Project or the Whole Project, as the case may be.

## 38. **Further Assurances:**

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

39. **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.

40. **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. 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.

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

42. 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/Under Certificate of Posting at their respective addresses specified below:

**FOR ALLOTTEE:**

Notified Email ID:       

**FOR PROMOTER:**

**Runwal Residency Pvt. Ltd.,**  
Runwal & Omkar Esquare, 4<sup>th</sup> Floor, Opp. Sion Chunabhatti Signal, off Eastern  
Express Highway, Sion (E), Mumbai- 400 022  
Notified Email ID: **customer.care@runwal.com**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

43. **Joint Allottees:**

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

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44. Stamp Duty and Registration Charges:

The charges towards stamp duty fees 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 and the said Car Parking Space/s shall be borne by the Allottee alone.

45. 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 the RERA and the Rules and Regulations, thereunder.

46. Governing Law:

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

47. In case the Allottee/s has accepted to book the apartment under [●] payment scheme, the Allottee/s hereby accepts the **Payment Schedule** and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.

48. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:-

Party	PAN No.
Runwal Residency Private Limited	[●]

49. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include:-
  - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and,
  - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) 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 to it;
- (v) 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;

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- (vi) 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;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) 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
  - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:  
(Description of "Promoter Larger Land")

ALL THOSE pieces and parcels of land bearing Survey 4/1, 4/2, 4/3, 4/4, 4/5, 4/6, 4/9, 4/10, 4/11, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 6/1, 6/2, 6/3, 7/1, 7/2A, 7/2B, 7/2C, 7/3A, 7/3B, 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 10, 11, 12/1, 12/2, 12/3, 12/4, 12/5, 12/6, 12/7, 12/8, 12/9, 12/10, 12/11, 12/12, 12/13, 12/14, 13, 14/1, 14/2A, 14/2B, 14/3, 14/4, 14/5, 15, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 17/8, 17/9, 17/10, 17/11, 18, 19, 22, 23/1, 23/2, 23/3, 23/10, 37/1, 37/2B, 37/2C, 37/2D, 37/3, 37/4, 37/21, 38/1, 38/2, 39/1, 39/2, 39/3, 40, 41/1A, 41/1B, 41/2, 41/3, 41/4, 44/1, 44/4, 44/5A, 44/5B, 44/6A, 44/6B, 44/7, 44/8, 44/9, 44/10, 44/11, 44/12, 44/13, 44/14, 44/15, 44/16, 44/17, 44/18, 44/19, 49, 50/1, 50/2, 50/3 at Village Gharivali and bearing S. Nos. 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 44/7, 44/8, 44/9, 44/10, 44/11, 44/12, 45/1, 45/2, 45/3, 45/4, 45/5A, 45/5B, 45/6, 46/1, 46/2A, 46/2B, 46/3, 47, 49, 50, 51(pt), 52/1, 52/2, 53/1A, 53/1B, 53/2A, 53/2B, 53/3A, 53/3B, 94(pt), at Village Usarghar, in aggregate, admeasuring 4,65,228 square metres, lying and being and situate at Tal. Kalyan, District Thane, and bounded as follows:

- On or towards North: By Property bearing S. Nos. 42A, 42B & Ors. at Village Gharivali
- On or towards South: By Plot bearing S. Nos. 2, 3, 37 & Ors. at Village Gharivali
- On or towards East: By 30 mt. wide Kalyan-Shil Road
- On or towards West: By Property bearing S. Nos. 43, 93 & Ors. at Village Usarghar

THE SECOND SCHEDULE ABOVE REFERRED TO:  
(Description of "Whole Project Common Areas and Amenities")

Central garden facilities (For Township)

These proposed facilities (subject to approval from authorities) are planned under proposed central garden and are handed over to authorities after completion of ITP and are open to general public.

[●]

Township utilities

[●]

THE THIRD SCHEDULE ABOVE REFERRED TO:  
(Description of "the Project" viz. "RUNWAL GARDENS PHASE 5 Bldg. No. 39 to 42", comprising 4( four) Residential Buildings)

4 ( four) residential buildings being Building No. 39, Building No.40, Building No.41 and Building No. 42, each having basement, plus stilt plus [●] to [●] upper floors, to be constructed in the Project on a

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portion of the Promoter Larger Land more particularly described in the **First Schedule** hereinabove written

THE FOURTH SCHEDULE ABOVE REFERRED TO:  
(Description of “Units and Premises/Flats and Tenements in the Project”)

Building Nos.	Total No. of Flats/Units	Floors
39	[●]	Stilt plus [●] Nos. of Slabs of super structure, viz. [●]habitable floors
40	[●]	Stilt plus [●] Nos. of Slabs of super structure, viz. [●]habitable floors
41	[●]	Stilt plus [●] Nos. of Slabs of super structure, viz. [●]habitable floors
42	[●]	Stilt plus [●] Nos. of Slabs of super structure, viz. [●]habitable floors

THE FIFTH SCHEDULE ABOVE REFERRED TO:  
(Description of “Project Common Areas and Amenities”)

[●]

Common Area Facilities

[●]

THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(Description of “the said Premises”)

All that the Flat/Unit being No. [●] admeasuring [●] square foot. carpet area (equivalent to [●] square meters.) plus [●] square meters. deck area and [●] square mtrs. utility area on [●] floor in Building No. [●] in the Project to be known as “RUNWAL GARDENS PHASE 5 Bldg. No. 39 to 42”, to be constructed on a portion of the Promoter Larger Land, more particularly described in the **First Schedule** hereinabove.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:  
(Internal Fittings and Fixtures to be provided in the Flat)

Specifications

[●]

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED ) For RUNWAL RESIDENCY PVT. LTD.  
By the within named PROMOTER )  
RUNWAL RESIDENCY PVT. LTD. )  
By the hand of its Director/ )  
Authorized Signatory )  
Mr. \_\_\_\_\_ ) Director/Authorised Signatory  
in the presence of ..... )  
1. \_\_\_\_\_ )  
2. \_\_\_\_\_ )

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SIGNED AND DELIVERED )  
By the within named ALLOTTEE/S )

MR. \_\_\_\_\_ )

MRS. \_\_\_\_\_ )

in the presence of )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

RECEIVED of and from the Flat/Unit )  
Allottee/s above named, the sum of )  
Rs. \_\_\_\_\_ /- )  
(Rupees \_\_\_\_\_ )  
\_\_\_\_\_ Only )  
Towards advance payment or deposit )  
paid by the Allottee/s to the Promoter. )

For RUNWAL RESIDENCY PVT. LTD.

Director/Authorised Signatory