

THIS AGREEMENT FOR SALE made at Mumbai this [●], day of [●] [●], 20[●]
 (“**this Agreement**”).

BETWEEN

MESSRS MAGNUM LAND REALTORS LLP, a Limited Liability Partnership, duly registered under the Limited Liability Partnership Act, 2008 and having its registered office at Office - 207, 2nd Floor, A Wing, Plaza Panchashil, Nyaymurti Sitaram Patkar Marg, Nr. Dharam Palace Gamdevi, Grant Road, Mumbai – 400 007, hereinafter referred to as “**the Promoter**” (which expression shall unless be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors in business and permitted assigns) of the **ONE PART**.

AND

[●], aged [●] years, Indian Inhabitant, having 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 such individuals, his/her/their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

OR

[●], a partnership firm registered under the Indian Partnership Act, 1932 and having its principal place of business 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 the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns) of the **OTHER PART**.

OR

[●], a company incorporated under the Companies Act, 1956/2013 and having its registered office 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 the successors in title and permitted assigns) of the **OTHER PART**.

OR

[●], a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office 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 its successor or successors in business and permitted assigns) of the **OTHER PART**.

OR

[●], a joint and undivided Hindu family, acting through its Karta and manager Mr. [●] having its address at [●], hereinafter referred to as “**the Allottee**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all the members of the [●] HUF or the survivors of them and the heirs, executors, administrators their respective heirs, executors and administrators of last survivor and his/ her/ their permitted assigns) of the **OTHER PART**.

OR

[●], a private family trust created under the Indian Trusts Act, 1882, acting through its trustees, Mr. [●] having its address at [●], hereinafter referred to as “**the Allottee**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all the trustees of the trust for the time being or the survivors of them and the heirs, executors, administrators, their respective heirs, executors and administrators of last survivor and his/ her/ their permitted assigns) of the **OTHER PART**.

(The Promoter and the Allottee are hereinafter collectively referred to as “**Parties**”)

WHEREAS:

- A. The Municipal Corporation of Greater Mumbai (“**MCGM**”) is the owner of all that piece and parcel of land admeasuring approximately 5436.50 square meters bearing C.S. No. 1963, Plot no.3, 16/22, situate, lying and being at Pais Street Byculla, Mumbai 400011 (“**the said Plot**”).
- B. By and under an Agreement to Lease dated 25th January, 1916 (“**the said Lease**”), made between the MCGM, therein referred to as ‘the Lessor’ and The Greater United Industrial Co-operative Estate Limited, registered under the provisions of Maharashtra Co-operative Societies Act, 1960 on 7th July, 1969, bearing registration No. BOM/PRD/1/2/193/1969 (“**the said Society**”), therein referred to as ‘the Lessee’, MCGM has demised the said Plot to the said Society for a term of 99(ninety-nine) years as mentioned therein. The said Society is absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Plot together with the structures and building standing thereon known as “The Greater United Industrial Coop Estate Ltd.” consisting of ground plus two upper floors,

(since demolished) situate at C.S. No. 1963, Plot no.3, 16/22 Pais Street Byculla, Mumbai 400011, (“**the said Property**”) and more particularly described in the **First Schedule** hereunder written and shown in red color boundary lines on the plan annexed hereto and marked **Annexure ‘A’**.

- C. The term of the said Lease expired on 1st December, 2014 and accordingly, by and under its Resolution and Letter of Renewal dated 25th February, 2022, the MCGM *inter-alia* renewed the said Lease in respect of the said Plot for a further period of 30(thirty) years in favour of the said Society, for the lease rent and upon the terms and conditions contained therein.
- D. By and under a Development Agreement dated 4th November, 2022 (“**the said Development Agreement**”) entered into between the said Society, therein referred to as ‘the Society’ of the First Part, the Promoter herein, therein also referred to as ‘the Developer’ of the Second Part, and some of the members of the said Society, therein collectively referred to as ‘the Confirming Parties’ of the Third Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/1/11763/2022, the said Society appointed the Promoter as the developer of the said Property and granted unto the Promoter, full, free, uninterrupted and exclusive development rights of the said Property, at or for the consideration and on the terms and conditions more particularly specified therein.
- E. The Promoter has proposed to construct on the said Property, a new building, to be known as “**iCON By Merx**” consisting of ground floor consisting of commercial units, podium level, service level and 56 (fifty six) number of upper floors consisting of residential flats of different areas and types along with all common amenities and infrastructure including but not limited to club house at the 8th floor, as sanctioned/may be sanctioned by the concerned authorities as an independent project (hereinafter referred to as “**the said Project**”) under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA Act**”) and the Rules prescribed thereunder in the state of Maharashtra (hereinafter referred to as “**MahaRERA Rules**”). The Promoter has registered the said Project under the name “iCON By Merx” as per the provisions of RERA Act and MahaRERA Rules with the Maharashtra Real Estate Regulatory Authority at Mumbai (hereinafter referred to as “**MahaRERA**”) and the said Project is issued Certificate of Registration bearing No. [●] dated [●], a copy whereof is annexed hereto and marked **Annexure ‘B’**.

- F. The Promoter has appointed (i) Skyline Architects and Kalpesh L. Shah as their Architects and (ii) SACPL Consultant as Structural Engineering Consultant for the preparation of the structural design and drawings of the said Project. The Promoter has availed the professional services of the said Architects and Structural Engineering Consultant or such other Architects and Structural Engineering Consultant till the completion of the said Project.
- G. By and under a letter dated 4th June 2021, bearing No. 4446/MBRRB-2021, the Maharashtra Housing and Area Development Authority (“MHADA”) accorded its no objection certificate to the Promoter for the redevelopment of the said Property, a copy of which is hereto annexed and marked as Annexure ‘C’.
- H. The Promoter has got the building plans, designs and specification of the said Project (hereinafter referred to as “**the Plans**”) being constructed by it on the said Property approved by the MCGM, who have issued the Intimation of Disapproval (hereinafter referred to as “**IOD**”) dated 20th March, 2024 bearing Ref. No. 6693/2021/(1963)/EWard/BYCULLA/IOD/1/Amend and the Commencement Certificate dated 12th March, 2025, bearing Ref. No. P-6693/2021/(1963)/E Ward/BYCULLA/CC/1/New, on compliance of certain terms and conditions stated therein. Copies of the IOD and Commencement Certificate along with extensions thereof are annexed hereto and marked as Annexure ‘D Colly’.
- I. A copy of the Report on Title dated [●] [●], 2025, bearing reference No. [●], issued by [●], Advocates & Solicitors, in respect of the said Property is hereto annexed and marked as Annexure ‘E’. A copy of the Property Register Card in respect of the said Property is hereto annexed and marked as Annexure ‘F’.
- J. The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all information and documents relating to the said Project, including the layout plan, the sanctioned building plans, the relevant floor plan, IOD and Commencement Certificate and designs and specifications prepared by the abovementioned Project Architects, and of such other documents required under the RERA Act and the MahaRERA Rules and Regulations made thereunder and other Applicable Laws.
- K. On the basis of the above, the Allottee has agreed to purchase a residential flat in the said Project. The Allottee has prior to the execution hereof

perused the Report on Title in respect of the said Property issued by [●] and the other documents and papers disclosed by the Promoter and has satisfied himself/ herself/ themselves/ itself about the title to the said Property and/or right of the Promoter to construct on the said Property and has agreed not to raise any requisitions on or objection of any manner whatsoever to the same.

- L. The Allottee has with full knowledge of the said Project outlined above and all the terms conditions and covenants contained in the papers, plans and approvals referred to hereinabove, applied to the Promoter for allotment to the Allottee on ownership basis a residential Flat and at the request of the Allottee, the Promoter has agreed to sell to the Allottee a residential flat bearing No. [●] admeasuring [●] square meters RERA carpet area on [●] floor in the said Project known as “iCON By Merx” being constructed by the Promoter on the said Property (hereinafter referred to as “**the said Flat**”) more particularly described in the **Second Schedule** hereunder written, in the said Project, at or for the sale consideration specified in the **Third Schedule** hereunder written, and on the terms, conditions and covenants specified herein.
- M. For the purpose of this Agreement, the term “**Carpet Area**” means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area appurtenant to the said Flat for exclusive use of the Allottee and exclusive open terrace appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Flat. It is agreed and clarified that such Carpet Area is subject to tolerance on account of structural design and construction variance/tolerance, including on account of plastering tiling, skirting, ducts, ledges, structural members etc. and the Parties hereto agree that the calculation of Carpet Area is as per Circular No.4/2017 dated 14th June, 2017 issued by MahaRERA under the provisions of rules framed under RERA.
- N. The Promoter has got some of the approvals from the Authority(s) to the plans, the specifications, elevations, sections and of the said Project and shall obtain the balance approvals from various Authorities from time to time, so as to obtain the Occupation Certificate in respect of the said Project. While sanctioning the plans for the said Project, the concerned local authority(s) and/or Government have laid down certain terms, conditions, stipulations and restrictions to be observed and performed by the Promoter while developing the said Property and constructing the said Project thereon and the Promoter has agreed to observe and abide by the same and only on

such terms will the Occupation Certificate in respect of the said Project shall be granted by the MCGM.

- O. Prior to or simultaneously with the execution of this Agreement the Allottee has paid to the Promoter the sum of money mentioned in the Third Schedule hereunder written, being advance payment or application fee for the purchase of the said Flat agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter doth hereby and shall admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the total consideration in the manner hereinafter appearing.
- P. The Promoter, in compliance of Section 13 of the RERA Act read with Rule 10 of the MahaRERA Rules and other Applicable Laws, the Promoter is required to execute a written Agreement for Sale of the said Flat in favour of the Allottee, being in fact these presents and also to register the same under the Indian Registration Act, 1908.
- Q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and the Applicable Laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- R. In the foregoing recitals of this Agreement hereafter, the term Allottee shall include the plural and the feminine gender of the term Allottee of the said Flat hereby agreed to be sold.

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

- 1. The foregoing recitals, the schedules and annexures to this Agreement, shall be treated as forming an integral part of this Agreement and this Agreement shall be read, understood and construed in its entirety.
- 2. In this Agreement, the terms and expressions listed below shall have the following meanings:
 - (a) “**Applicable Laws**” shall mean any statute, law, regulation, ordinance, rule of law, order, decree, clearance, approval, directive, guideline, circular, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any

statutory or regulatory authority whether in effect as on the date of this Agreement or thereafter and in each case as amended;

- (b) “**Default Notice**” shall have the meaning ascribed to it in Clause 9.2 hereinbelow;
- (c) “**Exclusive Areas**” means exclusive balcony or verandah area appurtenant to the said Flat for exclusive use of the Allottee and exclusive open terrace area or any exclusive area(s) appurtenant to the said Flat for exclusive use of the Allottee, as may be applicable. For the purpose of this Agreement, Carpet Area and Exclusive Area shall together be referred to as “**Total Area**”;
- (d) “**Interest**” shall have the meaning ascribed to the term in Clause 9.1 hereinbelow;
- (e) “**Outgoings**” shall have the meaning ascribed to it in Clause 15.2 hereinbelow;
- (f) “**Possession Date**” shall mean the date on which the Promoter offers possession of the Premises to the Allottee;
- (g) “**Possession Notice**” shall have the meaning ascribed to it in Clause 10.1 hereinbelow;
- (h) “**Termination Notice**” shall have the meaning ascribed to it in Clause 9.3 hereinbelow;
- (i) “**the said Car Parking Space(s)**” shall mean the car parking space(s) described in Clause 6 hereunder written;
- (j) “**the said Flat**” shall mean the residential flat described in Clause 4;
- (k) “**the Sale Consideration**” shall have the meaning ascribed to it in Clause 4.1 hereinbelow;
- (l) “**the said Society**” shall have the meaning ascribed to it in Recital B hereinabove;
- (m) “**the said Project**” shall mean the new building to be constructed by the Promoter on the said Property which will consist of ground floor consisting of commercial units, podium level, service level and 56 (fifty six) number of upper floors consisting of residential flats of different areas and types with other infrastructure services and amenities including but not limited to club house, as sanctioned/ may be sanctioned by the concerned authorities, plus such additional floors as may be permitted by the MCGM and other concerned authorities,

which building shall be known as “iCON By Merx” and as more particularly described in Recital E hereinabove;

- (n) “**the said Premises**” shall mean the said Flat together with the said Car Parking Space(s) defined herein;
- (o) “**the said Property**” shall mean all that piece and parcel of land or ground situate, lying and being at Byculla (West) admeasuring approximately 5436.50 square meters, together with the structures and building standing thereon known as “The Greater United Industrial Coop Estate Ltd.” consisting of ground plus two upper floors, (since demolished) situate at C.S. No. 1963, Plot no.3, 16/22 Pais Street Byculla, Mumbai 400011, shown in red color boundary on the plan hereto annexed and marked as Annexure “A” and more particularly described in the First Schedule hereunder written and upon which the said Project is being constructed;

In addition to the terms defined in this Clause, certain other terms are defined elsewhere in this Agreement and wherever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires.

3. **Construction of the said Project:**

- 3.1. The Promoter shall construct the said Project on the said Property, consisting of ground floor consisting of commercial units, podium level and 56 (fifty-six) number of upper floors in accordance with the plans, layout plans, elevations, sections, details and specifications approved and sanctioned by the MCGM and other concerned public bodies/authorities from time to time.
- 3.2. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Flat of the Allottee except any alteration or addition required by any government authorities or due to change in law.

4. **Sale and Purchase of the said Flat:**

The Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter on ownership basis, a residential flat in bare-shell form, in the building known as “iCON By Merx” being constructed by the Promoter on the said Property (hereinafter referred to as “**the said Flat**”) which flat is shown in [●] hatched lines and surrounded by

[●] colour boundary line in the floor plan hereto annexed and marked as **Annexure ‘G’** and more particularly described in the Second Schedule hereunder written, together with right to use Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the said Flat, the nature, extent and description of which are more particularly described in the **Fourth Schedule** hereunder written, at or for the sale consideration and on the terms and conditions specified herein. Further, the Allottee shall have exclusive right to use [●] square meters (equivalent to [●] square feet) carpet area including but not limited to balcony, internal lift lobby, niche, internal staircase and flower bed, if any, as shown in [●] colour boundary line in the Floor Plan hereto annexed and marked as Annexure ‘G’.

- 4.1 The Allottee agrees and undertakes to pay to the Promoter the total lump sum purchase price/sale consideration as mentioned in the Third Schedule hereunder written (hereinafter referred to as the “**the Sale Consideration**”) towards the said Flat which is inclusive of (i) the Total Area of the said Flat; and (ii) proportionate price of the Common Areas and Facilities appurtenant to the said Flat as specified in **Annexure ‘H’** annexed hereto. The Promoter has the discretion to raise invoices for the milestones which have been completed/achieved irrespective of sequences of milestones. Along with the aforementioned Sale Consideration, the Allottee agrees and undertakes to pay to the Promoter, Outgoings as specified in Clause 15.2 of this Agreement.
- 4.2 20% (Twenty Percent) of the Sale Consideration shall be considered as the earnest money for the transaction as mentioned in the Third Schedule hereunder written (hereinafter referred to as “**Earnest Money**”).
- 4.3 The Sale Consideration is exclusive of any levies of taxes. All taxes, levies, duties, cesses, estate charges, premiums, etc., (whether currently applicable/ payable or which may become applicable/payable at any time in future) including but not limited to Goods and Service Tax (hereinafter referred to as “**GST**”), property tax and all taxes, duties, levies, charges imposts and cess, which may be levied, in connection with the construction of and carrying out the said Project (whether applicable/payable now or which may become applicable/payable in future) shall be borne and paid by the Allottee alone and the Promoter shall never be liable/ responsible and/or be required to bear and/or pay the same or any part thereof. Similarly, the interest and/or penalty, which may be levied/imposed by the concerned authority for delayed/non-payment of applicable tax shall be borne and paid by the

Allottee alone without holding the Promoter responsible for the costs and consequences.

4.4 The Sale Consideration shall be subject to Tax Deduction at Source (hereinafter referred to as “TDS”) as required under prevailing law while making any payment to the Promoter under this Agreement. As per the Income Tax Act, 1961, TDS at the applicable rate of all amounts (in installments or otherwise), to be paid to the “Transferor”, that is, in the present case, to the Promoter shall be deducted by the Allottee at the time of making payments and remitted in government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee agrees and undertakes to deliver to the Promoter, original TDS Certificate, within 7 (seven) days from the date of each payment of TDS made by the Allottee and/or before the end of the respective Financial Year in which all payments of TDS would have been made, whichever is earlier. Without prejudice to non-payment of TDS, and/or non-delivery of TDS certificates as aforesaid, the Allottee shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS, on or before the Possession Date which amount shall be refunded after deducting interest therefrom (at the applicable rate under the Income tax Act, 1961) in respect of the period of delay in payment of TDS by the Allottee to the government and producing the TDS Certificates and the Promoter receiving the credit for the same.

4.5 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges levied by any statutory authorities, local bodies, government, competent/planning authorities 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 MCGM/other authorities, the Promoter shall enclose the notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee and the same shall only be applicable on subsequent payments.

5. **Variation in Total Area**

The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the said Project is complete and the occupancy certificate has been granted by the competent Authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of 3 (three) percent. The Sale Consideration payable for the

Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area, within the abovementioned limit, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the MahaRERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

6. **Car parking Space(s):**

In addition to the said Flat and the Common Areas and Facilities, the Allottee shall also have the right to use [●] number of car parking space(s) bearing No(s). [●] (having dimensions [●] metres in length and [●] metres in width) (hereinafter referred to as “**the said Car Parking Space(s)**”) situated at the [●] level having floor-to-floor height of [●] metres only for the purpose of keeping or parking vehicles and for no other purpose. The Allottee agrees and acknowledges that the Promoter is not selling the said Car Parking Space(s) to the Allottee, that no independent or separate purchase price or consideration is attributable to the same and that the Allottee shall have the use and benefit thereof upon and subject to the terms and conditions recorded herein and the Promoter shall endeavor to get the same ratified by the said Society subject to the bye-laws, rules and regulations of the said Society. The said Car Parking Spaces(s) are shown in [●] color boundary in the proposed tentative plan hereto annexed and marked **Annexure ‘H’**.

7. **Payment of the Sale Consideration:**

7.1 It is an essential and integral term and condition of this Agreement, that only upon the payment of the Sale Consideration and all other amounts, charges, dues, etc. payable hereunder, having been paid on its/their due date/s by the Allottee to the Promoter (and not otherwise), will the Allottee be entitled to possession of the said Flat.

7.2 The Allottee shall pay and discharge to the Promoter the Sale Consideration in relation to the said Flat in the manner specified in the Third Schedule hereunder written and all other amounts payable in terms of these presents within 15 (fifteen) days of intimation in writing from the Promoter that the amount has become due on their respective due dates, time being the essence

of the contract. The Allottee is aware and hereby agrees and confirms the Allottee shall be liable to pay all direct and indirect taxes thereto at the rate as required under the Applicable Laws. The Allottee agrees that save and except for the intimation from the Promoter as provided herein, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee in the manner specified in the Third Schedule hereunder written and the Allottee shall make all payments to the Promoter on the due dates without fail and without any delay or default.

- 7.3 All payments to be made by the Allottee under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**Magnum Land Realtors LLP.**” or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee in the following RERA Designated Collection Bank Account along with applicable taxes thereon.

| | |
|---------------------|---|
| Payee Name | MAGNUM LAND REALTORS LLP COLLECTION RERA |
| Bank Account Number | 57500001761912 |
| Bank Name | HDFC Bank |
| IFSC Code | HDFC0000567 |
| Branch Name | Hughes Road |
| Account Type | Escrow |

- 7.4 The Promoter has informed the Allottee and the Allottee agrees and acknowledges that in addition to the abovementioned bank account, the Promoter has opened a RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 57500001761909 and 57500001761922 respectively.

- 7.5 The Allottee authorizes the Promoter to adjust/ appropriate all payments made by the him/her/them under any head(s) of dues against outstanding, if any, in his/their name as the Promoter may in its sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoter under this Agreement and at law) and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/its overdue payments in the manner, first towards statutory dues, then against interest and subsequently towards outstanding Sale Consideration.

- 7.6 The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services from any external third party, the Allottee shall do so at

their own cost and expense and shall not hold the Promoter liable/responsible for any loss/defective service/claims/demands that the Allottee may have incurred due to the loan/or loan facilitation services so availed.

7.7 The Allottee clearly and unequivocally confirms that in case remittances related to the Sale Consideration and all other amounts as payable under this Agreement in respect of the said Flat are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Allottee to comply with the provisions of the Foreign Exchange Management Act, 1999 (hereinafter referred to as “FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Applicable Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/ approvals/ no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee shall be the sole responsibility of the Allottee. The Promoter accepts no responsibility in this regard and the Allottee shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

7.8 Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement shall have a first charge/lien on the said Flat until all amounts payable in respect of the said Flat have been received by the Promoter and all payments due and payable under this Agreement are made, the Allottee shall not be entitled to transfer his/its rights under this Agreement in any manner whatsoever.

8. Common Areas and Facilities

8.1 The nature, extent and description of the Common Areas and Facilities and Limited Common Areas and Facilities proposed to be comprised in the said Project are set forth in the Fourth Schedule hereunder written. The Allottee agrees, accepts and acknowledges that the charges, liabilities and taxes payable in respect of the Common Areas and Facilities will be payable by the

allottees and occupants from time to time in the entire Project and will be distributed and apportioned on the basis of the areas of their respective flats/units as determined by the Promoter in its discretion.

9. Allottee's Default and Default Remedies:

- 9.1 The Allottee shall pay to the Promoter interest at the rate of (i) 2% (Two percent) above the then existing State Bank of India-Marginal Cost of Lending Rate (SBI-MCLR) per annum; or (ii) such other rate of interest higher/lower than 2% as may be prescribed under Applicable Laws (hereinafter referred to as "**Interest**") alongwith any damages or loss or penalties incurred by the Promoter on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date any amount falls due or is payable by the Allottee to the Promoter until actual payment.
- 9.2 Without prejudice to the rights of the Promoter, if the Allottee delays or commits default in making payment on due dates of any amounts and/or balance Sale Consideration due and payable by the Allottee to the Promoter under this Agreement (including his/its proportionate share of, taxes, levied or imposed by concerned local or government body or authority and all other outgoings charges) and on the Allottee committing 3(three) defaults of payment of instalments, the Promoter shall at his own option, be entitled to terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) in writing to the Allottee (hereinafter referred to as "**Default Notice**"), by Registered Post AD at the address provided by the Allottee and e-mail at the email address provided by the Allottee of its intention to terminate this Agreement with details of the specific breach or breaches of the terms and conditions in respect of which it intends to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of Default Notice, the Promoter shall be entitled to terminate this Agreement. Provided further that, upon termination of this Agreement as aforesaid, the Promoter refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 90 (ninety) days of sale of the said Premises and receipt of the entire consideration from such new allottee excluding any interest, the instalments of the Sale Consideration of the said Flat which may till then have been paid by the Allottee to the Promoter.

9.3 The intimation of termination as aforesaid shall be done by the Promoter by issuance of a written notice to the Allottee (hereinafter referred to as “**Termination Notice**”) by courier/ Registered Post A.D. at the address provided by the Allottee. On the receipt of the Termination Notice by the Allottee this Agreement and any writings as may have been executed in pursuance hereof, shall automatically stand cancelled and terminated, without any further act, deed matter or thing having to be done executed or performed by the Parties. Balance amounts, if any, without any liabilities towards costs/damages/interest,etc. shall be refunded without interest whatsoever simultaneously upon the sale of the said Premises and receipt of the Sale Consideration from such new allottee.

10. **Procedure for taking possession of the said Flat:**

10.1 Possession of the said Flat shall be offered to the Allottee after the said Flat is ready for use and occupation and the requisite occupation certificate is received for the same. Provided the Allottee is in compliance of all its obligations under this Agreement including without limitation timely payments of all the amounts due and payable by the Allottee under this Agreement are received by the Promoter. The Allottee shall take possession of the said Flat within 15 (fifteen) days of the Promoter giving written notice to the Allottee (hereinafter referred to as “**Possession Notice**”) intimating that the said Flat is ready for use and occupation. A photocopy of the part occupation certificate will be furnished to the Allottee along with the Possession Notice.

10.2 Upon receiving the Possession Notice from the Promoter, the Allottee shall inspect the said Flat upon completing the payment of the Sale Consideration and dues to the Promoter as per terms and conditions of this agreement and take possession of the said Flat within 15 (fifteen) days of the Possession Notice by executing necessary undertakings, indemnities, declarations in relation to compliance with building rules and regulations for usage of the said Flat, use of Common Areas & Facilities and Limited Common Areas & Facilities, compliance with the aesthetics of the said Project, etc. and such other relevant and ancillary documentation as be stipulated by the Promoter in relation to the use and occupation of the said Flat, the said Car Parking Space(s), the Internal Development Works and the External Development Works.

10.3 Upon receiving possession of the said Flat or expiry of 15 (fifteen) days of the Possession Notice, the Allottee shall be deemed to have accepted the said

Flat, in accordance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the said Flat shall pass and be deemed to have passed to the Allottee and the Allottee shall alone be responsible for all the maintenance and outgoings in respect of the said Flat.

10.4 The Allottee may upon receipt of possession of the Flat or expiry of 15 (fifteen) days of the Possession Notice, undertake any fit-out activities in the said Flat at his/its own cost, expense and risk, after obtaining all the requisite approvals and permissions from the Promoter and the concerned authorities. Prior to carrying out the interior works in the said Flat, the Allottee shall give to the Promoter/the said Society in writing, the details of the nature of interior works to be carried out and submit the relevant documentation in order to receive written permission from the Promoter/the said Society. Further, upon execution of any alteration the Allottee would be required to indemnify the Promoter/the said Society from any damage to the said Building or any other flat in the manner specified by the Promoter/the said Society.

10.5 In the event the Allottee does not take possession of the said Flat from the Promoter, the Promoter shall not be liable for any deterioration of the interiors of the said Flat and shall not be liable to repaint/touch-up the said Flat, all of which shall be the liability of the Allottee alone. Further, in such an event the Allottee shall still be responsible for payment of maintenance charges towards the said Flat, as and when intimated by the Promoter.

11. **Possession Date:**

11.1 Subject to receipt of all payments hereunder from the Allottee and the Allottee not being in breach of any of the terms and conditions of this Agreement, the possession of the said Premises shall be given by the Promoter to the Allottee by 31st December 2029 in accordance with the provisions of Clause 10 above (hereinafter referred to as "**Possession Date**").

11.2 The Promoter shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid Possession Date, if the completion of building in which the said Flat is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or Other public or competent authority/court.”

11.3 It is hereby agreed between the Parties that upon receipt of the completion certificate/occupation certificate in respect of the said Flat, none of the Parties shall be entitled to terminate this Agreement, except in case of any default by the Allottee after the intimation of the said occupation certificate.

11.4 It is clarified that the common areas and facilities appurtenant to the said Flat, to be situated in the said Project (listed in the Fourth Schedule), shall be available for use by the time the development of the said Project is fully completed. The Allottee shall have no objection to the Promoter carrying out the work on the aforesaid common areas and facilities to be located in the said Project, after taking over possession of the said Flat.

11.5 If, for any reason the Promoter is unable or fails to give possession of the said Flat to the Allottee by the date specified in Clause 11.1 above, and also any further extended date/s, as the case may be (whichever is later), then and in such case only, the Allottee shall be entitled to give written notice to the Promoter, terminating this Agreement. It is agreed that the Allottee shall not be entitled to terminate this Agreement save and except in case of default or failures on the part of the Promoter in the manner specified in this Clause.

11.6 In the event of the Allottee terminating this Agreement on account of such failure on the part of the Promoter, the Promoter shall, within 90 (ninety) days from the receipt of such written notice, refund to the Allottee the total amounts already received by the Promoter from the Allottee (as per the provisions of this Agreement), together with Interest from the date of receipt of each instalment/payment of the Sale Consideration, till the repayment thereof.

11.7 Upon such termination, and offer of the refund by the Allottee, the Allottee shall have no claim whatsoever against the Promoter relating to the said Flat or arising out of this Agreement and the Promoter shall be fully and absolutely entitled to deal with or sell/transfer/dispose off the said Flat in any manner to any person at such price and upon such terms, as the Promoter may deem fit, without any reference to or recourse by the Allottee. The Parties to this Agreement shall, if

necessary, execute and register a Deed of Cancellation of this Agreement. In the event of the Allottee having opted to terminate this Agreement, the Allottee refuses or fails to accept the said refund amount (together with Interest), for any reason whatsoever, within 15(fifteen) days of the Promoter offering the same to the Allottee, the Allottee shall be deemed to have waived his/ her/ their/ its right to the Interest, and the Promoter shall be free to sell, transfer or otherwise deal with the said Premises in such manner as it deems fit.

11.8 It is further clarified that in the event of termination of this Agreement by the Allottee (as provided in this Clause) if any amount/s have been paid/reimbursed by the Allottee to the Promoter towards GST, the same shall be refunded by the Promoter to the Allottee subject only upon (i) such claim of refund of GST has been made within the timeframe stipulated under the Applicable Laws and (ii) the same being received by the Promoter from the concerned government/ statutory authorities and only to the extent received. It is also clarified that in the event the Promoter is not entitled to seek refund of GST from the concerned authorities, then the Allottee shall not be entitled to claim the same.

11.9 In the event of the Allottee opting not to terminate this Agreement, the Promoter shall be liable to pay to the Allottee, Interest on all the amounts paid by the Allottee to the Promoter, for each month of delay till the handing over the possession of the said Flat.

12. **Defect Liability Period:**

12.1 Subject to the Allottee having complied with his/its obligations under this Agreement and having duly paid the full purchase price and other charges payable by the Allottee under this Agreement, if within a period of 5 (five) years or such further period as may be prescribed under applicable laws (as amended from time to time), from the date of handing over the said Flat by the Promoter to the Allottee, the Allottee brings to the notice of the Promoter in writing, any structural defect in the said Flat or the said Building in which the said Flat is situate or any other defect on account of workmanship, quality or provision of service, then, wherever possible, if such defect is in the opinion of the Architect appointed by the Promoter, solely attributable to the Promoter, such defects shall be rectified/repared by the Promoter at its own cost and in case it is not possible to rectify such

defects, then the Promoter shall compensate the Allottee for such defect as determined by the Project Architect, in its sole and absolute discretion, which shall bind the parties. In case any such rectification, reasonably and in the ordinary course, requires additional time beyond the stipulated period under the applicable laws, having regard to the nature of defect, then the Promoter shall be entitled to such additional time period, provided an intimation thereof has been provided to the Allottee/the association/the maintenance agency, as the case may be. The Allottee hereby agrees to such additional time/extension of time.

12.2 The Allottee agrees that he/she/they/it shall not carry out any alterations of whatsoever nature in the said Flat and in specific to the structure of the Project which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erections or alterations in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the prior written consent of the Promoter, the defect liability of the Promoter automatically shall become void.

12.3 It is understood and agreed that the Promoter shall also not be liable for any defects or damage if the same have been caused by reason of any act or default, negligence, commission or omission by the Allottee and/or any other allottees of flats in the said Project (including their family members, servants, occupants, licensees) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottees of flats in the said Project.

12.4 The Allottee has been made aware and expressly agrees that the regular wear and tear of the said Flat and/or the said Project includes minor hairline cracks on the external and internal walls excluding the RCC structure which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13. F.S.I./T.D.R./D.R.C:

13.1 The Promoter declares that the FSI proposed to be consumed for construction of the said Project is presently 29,060 square meters,

i.e., built-up area of [●] square meters, subject to Promoter's absolute rights hereby reserved to alter, amend, vary or change the building plans, in accordance with RERA, after taking necessary approvals from the MCGM.

13.2 The Promoter has disclosed the aforesaid FSI as proposed to be utilized by them in the said Project and the Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the aforesaid FSI and on the understanding that the declared FSI belongs to the Promoter only.

13.3 Subject to the provisions of this Agreement the Allottee acknowledges that the Promoter shall be entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and/or transferable development rights (hereinafter referred to as "TDR") and/or Development Right Certificate (hereinafter referred to as "DRC") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use such FSI (including premium FSI, compensatory FSI, fungible FSI etc.) and/or DRC in the manner deemed fit by the Promoter.

14. **COMMERCIAL UNITS**

14.1 The Allottee is aware that the said Building shall also consist of commercial units on the ground floor and such commercial unit owners/users shall have designated access through the main road.

14.2 The owners of such commercial units shall not have access to or right to use the Common Areas and Amenities provided by the Promoter for the exclusive use of the residential flat purchasers.

14.3 The commercial unit owners shall therefore, be liable to pay their proportionate share towards the property taxes, maintenance and other outgoings only in respect of the portions of the said Building which they have the right of access/ use, and as determined by the Promoter. Such charges may be different from that payable by the owners of residential flats in the said Building.

15. **PAYMENT OF MONTHLY OUTGOINGS AND DUES:**

15.1 Within 15 (fifteen) days of the Possession Notice, the said Flat shall be at the risk of the Allottee irrespective of whether possession of the said Flat is actually taken or not by the Allottee in all respects including but not limited to loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Flat. It is agreed that until the management of the said Project is handed over to the said Society and until the Allottee has been admitted to the membership of the said Society, the Allottee shall be liable to bear and pay to the Promoter or its nominee or appointee, the adhoc monthly contribution for a period of 12 (twelve) months in advance at the rate of approximately Rs. [●]/- (Rupees [●] only) per square foot of the Carpet area of the said Flat towards the outgoings.

15.2 It is hereby agreed that the Allottee shall regularly pay to the Promoter/the said Society the adhoc monthly contribution as may be determined by the Promoter or the said Society from time to time on or before the 5th day of each and every month towards his/her/its/their provisional proportionate share of all expenses and outgoings in respect of the said Flat, the said Project and the said Property, on account of the following *inter-alia*, viz (a) property taxes (b) all rates, taxes, cesses, assessments, betterment charges and all other levies/impositions made by the concerned local or public bodies or authorities and/or Government (State or Central) that may from time to time be levied against the said Property and/or the said Project (including but not limited to goods and service tax, turnover tax and other future levies/taxes which become payable from the date of execution hereof in respect of this Agreement or purchase of the said Flat) and charges for water, sewerage, electricity, substation and cable costs or other levies service charges and taxes, (c) membership fees in respect of the clubhouse in the said Project ,(d) outgoings for the provisional maintenance and management of the said Project including the said Flat and the amenities, common areas, common lights and other outgoings, (e) maintenance charges and collection charges such as salaries of clerks, bill collectors, watchmen, sweepers, managers, lift operators, house-keeping bills, annual maintenance contracts of the elevators, pumps, security system, etc., and all other expenses and outgoings necessary, expedient and/or incidental in connection with the management administration and maintenance of the said Project and/or the said Property and (f) upkeep and maintenance cost of the façade of the said Project (hereinafter collectively referred to as “**Outgoings**”). The amounts of deposits and outgoings payable by each allottee has

been fixed provisionally by the Promoter, which may be increased over a period of time, and the Allottee has agreed and confirmed and shall be bound by the same. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter and shall be utilized by it for meeting Outgoings until management of the said Project is handed over to the said Society and the said Project is conveyed/assigned to the said Society.

15.3 In the event that the amount of adhoc monthly contribution fixed by the Promoter is found to be deficient, the Allottee shall pay to the Promoter on demand such revised amount as may be determined by the Promoter. The Promoter shall, from and out of such contributions collected by it, pay the common expenses in respect of the said Property and structure thereon and shall render to the said Society a consolidated account of the total amount collected from all the allottees of flats in the said Project and of the total amount spent out of the same, and hand over the excess or recover the deficit, as the case may be, to or from the said Society. The Promoter or the said Society, as the case may be, shall be entitled to proceed against the Allottee for recovery of the same if the outgoings of the said Flat has remained unpaid in terms of this Clause. In the event the Allottee fails to make payment of Outgoings, the Promoter shall be entitled to levy Interest as prescribed under Applicable Laws on such defaulted payment from the date it is due till actual realization. This shall be without prejudice to the other rights and remedies of the Promoter against the Allottee.

15.4 It is agreed that the Promoter shall not be liable to pay any Outgoings in respect of the unsold flats in the said Project for a period of 12 (twelve) months after the occupation certificate is obtained. Thereafter, the Promoter shall be liable to pay the Outgoings at actuals in respect of each of the aforesaid unsold flats similar to the outgoings payable by the other flat owners.

16. Maintenance of separate account:

16.1 The Promoter shall maintain a separate account in the name of "Magnum Realtors LLP" in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the formation or registration of the said Society or towards the Outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. First lien:

17.1 Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement have a first lien and charge on the said Flat as long as the same shall remain unpaid and the Allottee shall not transfer his rights under this Agreement in any manner whatsoever without making full payment of all amounts payable by the Allottee under this Agreement to the Promoter. Accordingly, without prejudice, the Allottee's irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest etc., created over, and/or in respect of the said Flat shall always be subject to the Allottee's aforesaid first lien and charge and subject to all the Promoter's rights, powers and entitlements under this Agreement. It is hereby clarified that for the purpose of this Agreement, payment shall mean the date of credit of the amount in the account of the Promoter.

18. Creation Of Mortgage/Charge in respect of the said Flat:

18.1 The Allottee shall be entitled to mortgage the said Flat in favour of any bank or financial institution for the purpose of securing loan to purchase the said Flat after the Allottee intimates in writing to the Promoter and seeks a prior written consent in that behalf from the Promoter. The Allottee hereby agrees that he/she/they/it shall not be absolved from his/hers/their/its liabilities and obligations under this Agreement in case bank/financial institution does not sanction loan or delays in sanctioning loan or delays in disbursements for any reason whatsoever. The Allottee alone is liable for the timely payment of the Sale Consideration and all other amounts due to the Promoter and the Promoter shall not be responsible in any manner whatsoever in case any liability arises towards repayment of such loan facility. The Allottee agrees and undertakes to indemnify and keep the Promoter, its nominees, its officers/employees indemnified and saved harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, charges expenses or costs, which may be faced suffered inflicted or incurred by the Promoter by reason of any action that the bank/financial institution may initiate in relation to such loan or mortgage, as consequence of breach of any of the terms and conditions of their arrangement or default in payment of any dues by

the Allottee. Notwithstanding the availing of such loan, the Promoter shall have first lien/charge over the said Flat until all amounts payable in respect of the said Flat have been received by the Promoter.

19. Covenants and Obligations of the Allottee:

19.1 Upon expiry of 15(Fifteen) days from the Possession Notice, the Allottee (irrespective of whether possession of the said Flat is actually taken or not taken by the Allottee) with intention to bind all persons into whosoever hands the said Flat may come doth hereby covenants with Promoter as follows: -

- (a) To maintain the said Flat at the Allottee's own cost in good and tenable repair and condition and shall not do or suffer or permit to be done anything in or to the said Project in which the said Flat is situated or the said Flat which may be against the provisions of this Agreement and/or the rules, regulations or bye-laws of the concerned local or public bodies or authorities or the said Society;
- (b) Not to store in the said Flat any goods, materials, objects, items, articles, which are, or may be of hazardous, combustible or dangerous nature or are or may be so heavy as to damage the construction or structure of the said Project in which the said Flat is situated or storing of which goods, objects or materials are objected to or prohibited by the concerned local or other authorities and shall take care while carrying heavy packages to upper floors which may damage or is likely to damage the entrance staircases, common passages, walls or lifts or any other structure or part of the said Project and in case any damage is caused to the said Project on account of negligence or default of the Allottee in this behalf, the Allottee alone shall be liable and responsible for the consequences of the breach and damages;
- (c) The Allottee shall be at liberty at his/her/their/its own cost to make internal alterations or additions in the said Flat and maintain the said Flat 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 said Project in which the said Flat is situated or to the said Flat, 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.

- (d) Not to demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said Project in which the said Flat is situated and shall keep the sewers, drains, pipes, electric cables and all other amenities in the said Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Project in which the said Flat is situated and shall not chisel, cut, maim or in any other manner cause damage to the columns, beams, slabs, load bearing walls, RCC, pardis or other structural members in the said Flat without the prior written permission/consent of the Promoter and/or the said Society and the local authorities, which permission may be withheld for whatever reason. In case on account of any alterations being carried out by the Allottee in the said Flat (whether such alterations are permitted by the Promoter/the said Society/concerned authorities or not) if there shall be any damage to the adjoining flats or to the flats situated below or above the said Flat or to the said Project or to the common areas (inclusive of leakage of water and/or damage to drains) the Allottee shall solely at his/her/their/its own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same;
- (e) Not to do or permit to be done any act or thing, which may render void or voidable any insurance of the said Property and/or the said Project in which the said Flat is situated or any part thereof or whereby any increased premium may become payable in respect of such insurance;
- (f) Not to throw any inflammable articles, cigarette buds, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion

of the said Property and the said Project in which the said Flat is situated or any part thereof.

- (g) Not to put / hang / store any pots / decorative items / clothes / any other object(s) such that they are on the external facade of the said Project and/or are visible from anywhere outside the said Project. It is expressly agreed by the Allottee that the Allottee shall not use the ledge or any portion of the facade of the said Project for drying of clothes, putting flower pots or using it in any manner whatsoever;
- (h) Not to affix air-conditioners at any other places other than those earmarked for fixing such units so as not to affect the structure, facade and/or elevation of the said Project in any manner whatsoever and not to put the outlet for discharge of the split air conditioner in the ducts/voids etc. or any of the common areas;
- (i) Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Project or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (j) Not to shift or alter the position of either the kitchen, the water drain, piped system, or the toilets which would affect the drainage system of the said Project in any manner whatsoever;
- (k) Not to enclose any deck or balcony (dry or otherwise) or open terrace forming part of and attached to the said Flat or raise the height of the wall of any balcony or terrace of the said Flat or fix or erect sun screens, weather shades on the exterior of the said Flat or the said Project;
- (l) the Allottee shall not extend its windows or increase any floor space by enclosing any balconies or overhanging

ledgers above windows, 'chajjas' or make any installations or additions to the said Flat, which project extends beyond the said Flat or make any changes to the exterior of the said Flat, or the windows of the said Flat, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevations or the exterior appearance on any side or rear of the said Project in any manner whatsoever so as to alter the façade/elevation built by the Promoter or detract from the uniformity and aesthetics of the said Project, which exists at the time at which the Promoter hands over possession of the said Flat to the Allottee;

- (m) Not to park any vehicles in any open space in the compound other than the area specifically designated for parking vehicles. The Allottee shall see that his guests and visitors park their vehicles in the parking lots only (if provided) and that their guests and visitors do not park their vehicles in the portion of the compound which is not meant for parking or in the drive-way of the said Property except for the purpose of entering into or alighting from the vehicle;
- (n) Not to use the said Flat for any purpose other than a private residence and shall use the said Car Parking Space(s) for parking his/her/its/their own vehicles only. The Allottee shall not use or cause to be used the said Flat for any immoral or illegal purpose or in a manner which may be or is likely to cause nuisance or annoyance or disturbance to the other allottees of flats in the said Project. The Allottee shall park her/his/its/their vehicles only at the designated places and not elsewhere.
- (o) The Refuge Area proposed on the specified floors of the said Project (as per the requirements and/or regulations and/or directions, of the Fire Department, MCGM to that effect from time to time) shall be for the restricted and permissible common use of the occupants of the flats in the said Project. The respective owners of the respective flats in the said Project will have a proportionate share in the Refuge Area and the Allottee/allottees/the said Society/occupants of flats in the said Project are bound to observe and comply with the requirements/conditions contained in the NOC of the Chief

Fire Officer, MCGM and/or the regulations/directions made thereto from time to time. The Allottee shall not use the Refuge Areas demarcated in any manner whatsoever including for usage of storage, drying clothes, sleeping area for domestic help and for any personal usage;

- (p) If there is any unavoidable delay and/or shortage in the supply of basic needs like water and etc. from the Government agencies or the MCGM, then the cost of providing water from other sources like water tankers has to be borne by the Allottee alone and the Allottee along with other allottees of flats in the said Project shall share such expenses and charges in respect thereof proportionately;
- (q) No to fix any television or wireless mast or aerial or dish antenna from outside of window or exterior wall of the said Flat or at any place which affects the exterior façade or elevation of the said Project in any manner whatsoever;
- (r) Not to at any time, cause or permit any public or private nuisance or to use the loud speaker, etc. in or upon the said Premises, the said Project, the said Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of the said Project or to the Promoter;
- (s) The Allottee shall ensure that the Allottee's pet/s and /or domesticated animals, if any, in or upon the said Premises, the said Project, the said Property or any part thereof, shall not enter any restricted areas/no entry zones as may be designed by the Promoter in the said Project or the said Property and/or pose a health or safety hazard and/cause nuisance to the other occupiers of the said Project or the said Property and/or the lifts installed in the said Project.
- (t) To pay to the Promoter within 7 (seven) days of demand his/her/their/its proportionate share of security deposit/premium/betterment charges/development levies demanded by the concerned local authorities or Government for giving water electricity gas or any other service connections to the said Project in which the said Flat is situated;

- (u) To bear and pay all proportionate rates, taxes, cesses, assessments, water charges, electricity charges, insurance, Outgoings and such other levies and impositions, if any and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities in respect of or relating to the said Project and the said Property. If at any time any further tax and/or charges or other levy are charged, levied or sought to be recovered by the MCGM and/or the Government (State or Central) and/or any other local public body or authority in respect of the said Property or the said Project and/or the approval of construction or occupation thereof the same shall be borne and paid by all the allottees in proportion to the carpet area of their respective flats;
- (v) To bear and pay any and all present and future and all increases in local rates, taxes, assessments, cesses, water charges, electricity charges, insurance and such other levies and impositions if any, which are levied or imposed by the concerned local authorities and/or Government and/or other public bodies or authorities including the same being levied on account of change of user of the said Flat by the Allottee viz. user for purposes other than for residential purpose but this provision will not be deemed or interpreted to permit the Allottee to have change of user without the previous written permission/ consent of the Promoter first obtained and which the Promoter can refuse without giving any reason for such refusal;
- (w) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with possession of the said Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and written consent has been obtained from the Promoter;
- (x) The Allottee shall be entitled to mortgage the said Flat in favour of any bank or financial institution for the purpose of securing loan to acquire the said Flat after the Allottee intimates in writing to the Promoter and obtains prior written consent in that behalf from the Promoter;

- (y) The Allottee is aware that in the event that he/she/it/they obtain a loan from any bank or financial institution for payment of the Sale Consideration (or part thereof) in respect of the said Flat, the Allottee shall be solely responsible and liable to ensure that the payment, as and when due, is made by the bank or financial institution without any objection. Any delay or default in disbursement of such amounts, as and when due, shall constitute a delay in payment from the Allottee and will be treated as a breach of the terms of the understanding herein contained. In any event, the Promoter and/or the financial institution/bank, being the lender to the Promoter shall always have the first lien on the said Flat in respect of any amount payable by the Allottee to the Promoter.
- (z) The Allottee shall observe, perform and abide by the rules, regulations and bye-laws of the said Society and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said Project and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authorities and or Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat and the use of the common areas in the said Project and shall pay and contribute regularly and punctually towards the rates, taxes, cesses, assessments, impositions, expenses and all other outgoings and levies whatsoever in accordance with the terms of this Agreement;
- (aa) Until the Deed of Conveyance/Assignment in respect of the said Project is executed, the Allottee shall at all times permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times (except in emergencies) to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof;
- (bb) Until the Deed of Conveyance/Assignment is executed, the Promoter or its surveyors and agents with or without workmen and others shall at all reasonable times have free and unobstructed access to and shall be entitled to enter into

and upon the said Flat or any part thereof for the purpose of making good, repairing, maintaining rebuilding cleaning and keeping in order and good condition all services, drains, pipes, cables, water-courses, gutters, electric wires, partition walls, structures and other conveniences belonging to or serving or used for the said Project and also for the purpose of laying down, maintaining, repairing and testing drainage, water pipes and electric wires and cables and for similar purposes;

- (cc) Not to do any act, deed, matter or thing which is likely to damage the common areas and facilities of the said Project and shall ensure that the common areas and facilities are used in common with other allottees of flats in the said Project and are not used for the purpose of storage or for any other reason whatsoever;
- (dd) Not to make use of/encroach upon or obstruct by way of depositing or leaving any article, item or thing of whatsoever nature, moveable or otherwise, upon any portion of the said Project or any spaces, passages or landings not agreed to be acquired nor forming part of the said Flat;
- (ee) To carry out along with the allottees of other flats in the said Project at their joint costs without holding the Promoter in any manner liable or responsible for the same, all repairs, additions and alterations in or about or relating to the said Project as may be required to be carried out by the Government, Municipality or any statutory authority after issue of Occupation Certificate for the same;
- (ff) The Allottee hereby confirms and acknowledges that the specifications mentioned in the advertisement, communications or the show flat/sample flat and its color, texture, the fitting(s)/fixture(s), or any installations depicted therein are only indicative and suggestive in nature and are not intended to be provided as a standard specification and/or services or cannot be construed as same. The Allottee agrees and confirms that he/she/they/it has/have not relied on the same for his/her/their/its decision to acquire the said Flat in the said Project and also acknowledges satisfying

himself/herself/themselves/itself with the sanctioned layout plans and time schedule of completion of the said Project;

- (gg) To observe and perform all the rules and regulations which the said Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection of the rights reserved by the Promoter hereunder and maintenance of the said Project and the said Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies.
- (hh) To adhere to the applicable guidelines (issued by the said Society) in respect of usage of common areas and amenities by members, including but not limited to by pet-owners (where applicable);
- (ii) The Allottee shall ensure that all the visitors, guests, house-help, other staff, etc. do not violate the rules and regulations prescribed by the Promoter or the said Society regarding the use of the said Flat and the common areas and facilities in the said Project;
- (jj) Save and except the information/disclosure contained herein the Allottee confirms and undertakes not to make any claim against the Promoter or seek cancellation of the said Flat or refund of the monies paid by the Allottee by reason of anything contained in other information/disclosure not forming part of this Agreement.
- (kk) It is clarified that the undertakings given above by the Allottee to the Promoter as shall be necessary, shall be deemed to have been given by the Allottee to the said Society.

20. Representations and Warranties of the Promoter:

20.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has clear and marketable title with respect to the said Property subject to the disclosures hereinabove as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development of the property and also has actual, physical and legal possession of the said Property for the implementation of the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- (iii) There are no encumbrances upon the said Property;
- (iv) there are no litigations pending before any Court of law with respect to the said Property or the said Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project and the said Property are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the said Project;
- (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 prejudicially be 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 Property, including the said Project and the said Flat which will, in any manner, 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 Flat to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the Deed of Assignment / Conveyance Deed in respect of the said Project to the said Society, the Promoter shall handover charge of the common areas of the said Project to the said Society;
- (x) After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said Flat 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 in respect of the said Flat.
- (xi) The lease of the said Property is valid and subsisting and no notice of either termination or breach of any of covenant is received by the Promoter.
- (xii) The Promoter shall be at liberty to mortgage or otherwise create a charge on the said Project or any of the unsold flats or hypothecation on the receivables from the said Project, without any reference or recourse to the Allottee provided that the same does not in any way materially prejudice the rights of the Allottee in respect of the said Flat. The Allottee shall have no objection to the same and hereby consents for the same.

21. LEASE TRANSFER PREMIUM

21.1 It is expressly informed by the Promoter to the Allottee and the Allottee is aware of the following:

- a. Amendment of the Mumbai Municipal Corporation Act, 1888, with effect from 14th August 2012, by insertion of clause 92(dddd), *inter alia*, providing for retrospective operation from 22nd June, 1993;
- b. the policy of the M.C.G.M. pursuant to Resolution ICR No.130 dated 15th October 2008 and CR No.796 dated 11th November, 2008, relating to execution of fresh lease for 30(thirty) years with increased rent in cases of transfer or change of user or redevelopment, and the pending petitions as were filed by third

parties in relation thereto;

- c. The Corporation Resolution No. 482 of 18th August, 2011 for not recovering transfer premium on transfers to a co-operative housing society, since it is binding in law to convey the property as any unearned income is not received in such a transfer;
- d. In pursuance of the issues of levy of premium/transfer fees /lease tenure / enhanced lease rent being sub-judice before the Hon'ble High Court in various Writ Petitions (including Writ Petition No. 1251 of 2014) filed by lessees / prospective assignees / associations, etc., the M.C.G.M. has adopted a policy of accepting registered undertakings and processing the applications relating to development, subject to the final outcome of the Court proceedings;
- e. The Allottee may/shall be liable to pay annual extra ground rent to said Corporation for the said Property under reference, if any. The lease deed shall be executed by the said Society within 3 (three) months from date of outcome of decision in the said W.P. No. 1251 of 2014 and others, as per the conditions that may be finalized as per final verdict of Hon'ble High Court or after issue of Final Occupation Certificate/Building Completion Certificate by Building Proposal Department, whichever is earlier. The Allottee may/shall be liable to pay enhanced lease rent to MCGM which is subjudice in the Hon'ble High Court in W.P. No. 1251 of 2014 and others as per the final verdict of Hon'ble Court and modification in policy of MCGM in this regard will be binding on existing tenants/occupants/ prospective buyers/the said Society. These presents are without prejudice and subject to the rights and contentions of MCGM in various Writ Petition Nos. 353 of 2011, 724 of 2011, 725 of 2011 and 1251 before the

Hon'ble High Court for tenure of lease, enhanced lease rent etc;

- f. If there is refund of any monies/deposits/amounts in favour of the Allottee/the said Society in terms of any order/judgement in matter pertaining to W.P. No. 1251 of 2014 or similar connected matters as per the final verdict of Hon'ble Court then in such an event the Allottee/the said Society shall forthwith pay such amount to the Promoter 7 (seven) days from the date of such order/judgement being passed.

22. Indemnity

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

23. Formation of the said Society and Conveyance/Assignment of the said Property and the said Project:

- 23.1 The Allottee and other allottees of flats in the said Project shall be admitted as members of the said Society and for this purpose the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, letters, writings and other instruments and documents necessary for becoming a member of the said Society as per the bye-laws of the Society and return the same to the said Society within 7 (seven) days from the same being forwarded by the Society to the Allottee. The rights of the Allottee in the said Project will be recognized and regulated by the rules, regulations and bye-laws of the said Society, subject to the terms and conditions of this Agreement.
- 23.2 Within 3 (three) months from the date of the receipt of Occupation Certificate in relation to the said Building, the Promoter shall execute

and/or cause to be executed, a Deed of Assignment/Deed of Conveyance in respect of the said Building, subject to the right of the Promoter to dispose of the remaining unsold apartments in the said Building and consume and utilize the entire balance maximum development potential in respect of the said Property. The documents of transfer to be executed in respect of the said Building as herein stated shall *inter-alia* contain provisions for safeguarding the aforesaid rights of the Promoter.

23.3 The said Society shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the MCGM.

23.4 All documents necessary for the transfer in respect of the said Society as stated hereinabove, shall be prepared by Advocates & Solicitors of the Promoter. At the time of the execution of the document of transfer, the Allottee shall pay to the Promoter the Allottee's share of the stamp duty, registration charges and other statutory charges payable, if any, in respect of the said Deed of Assignment or any other document or instruments of transfer to be executed in favour of the said Society. Lease Transfer premium payable to MCGM (Estate Dept) or any other indirect taxes which may be levied, limited to the assignment/conveyance of the Property and the said Building shall be paid to the Promoter by the Allottee at the time of taking possession.

23.5 The Allottee shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other flats in the said Building.

23.6 It is hereby agreed by and between the Parties hereto that:

- (i) All the unsold apartments/premises and incidental car-parking spaces in the said Building shall belong to and vest absolutely in the Promoter;
- (ii) The Promoter shall at its option join as promoter/member in respect of such unsold apartments/premises;

- (iii) The Promoter shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party rights in respect of unsold apartments and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect thereof without requiring the NOC/consent of the said Society;
- (iv) Nothing contained in this Agreement shall be construed so as to confer upon the Allottee any right whatsoever, into or over any portion of the said Property or the said Building or any part thereof, save and except the rights to the said Flat and the said Car Parking Space(s) as provided herein.
- (v) Until all allottees are made members of the said Society and management of the said Building is handed over to the said Society, the Allottee shall pay to the Promoter such proportionate share of management charges as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. [●]/- (Rupees [●] only) towards the management charges in advance on or before 5th day of relevant month and shall not withhold the same for any reason whatsoever. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until all allottees are made members of the said Society.

24. Rights regarding unsold flats:

- 24.1 It is expressly agreed that the unsold flats in the said Project, including without limitation, parking spaces and other spaces in the

basement and anywhere else in the said Project and the said Property shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold flats and it shall not be liable to pay any amount except municipal taxes in respect of such unsold flats until sale thereof. It is agreed that the Promoter shall not be liable to pay any Outgoings in respect of the unsold flats in the said Project for a period of 12 (twelve) months from the obtainment of the Occupation Certificate or commencement of the levy of maintenance and other outgoings in respect of the sold flats/ units in the said Project, whichever is later. Thereafter, the Promoter shall be liable to pay the Outgoings at actuals in respect of each of the aforesaid unsold flats similar to the outgoings payable by the other flat owners.

- 24.2 It is also agreed between the parties hereto that the Promoter may allow such unsold and/or unallotted flats and spaces to be used temporarily by persons of its choice without having to obtain the approval sanction or consent from the Allottee or the allottees of different premises in the said Project or the Society registered in respect of the said Project and none of them shall be entitled to object to the same in any manner. The Promoter shall in respect of such unsold flats and units, if the same be occupied temporarily by any other person, pay the regular building maintenance charges levied on any allottee, only for the periods during which such unsold flats are occupied temporarily. However, it is made clear that the Promoter shall not be liable to pay any increased or enhanced charges during such period of temporary occupation of unsold flats and units, including, but not limited to, any non-occupancy charges (or any other charges of similar nature), etc. The Promoter shall always be entitled to sell the unsold flats to any person or party whomsoever and it shall not be necessary for the Promoter to obtain the consent, concurrence or approval of the said Society or any Executive or Managing Committee or Board of Management thereof for such sale and that the said Society or any Committee or Board of Management thereof shall not be entitled to object to such sale and shall be bound to admit such allottees as the members of the said Society without charging any premium, transfer fees or charges and without raising any objection whatsoever it being agreed that the rules, regulations bye-laws or other constitution of such Society shall expressly contain a provision to the above effect in respect of the rights of the Promoter to sell such unsold flats and units without

the consent, concurrence or approval of such Society or of any Committee or Board thereof as aforesaid.

25. Putting up Signboards/Hoardings:

25.1 The Promoter shall in its discretion control the placement, installation and provision of any types of temporary and permanent signage and hoardings with the name of the company or logo (including neon, backlit and illuminated signage and hoardings) of whatsoever nature on the façade, terrace, compound wall or any other part of the said Project, provided the same does not affect the said Premises and/or the Allottee/s' use thereof.

25.2 The Allottee agrees not to object to the aforementioned rights of the Promoter for any reason whatsoever. Further, the Promoter, its agents, servants, etc., shall always have and reserve to themselves full and free right of way and means of access to such place or places for the purpose of installing and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signage installed.

26. Stamp Duty/Registration Charges:

26.1 The Allottee shall bear and pay the stamp duty and registration charges, as may be applicable on this Agreement. The Allottee shall bear and pay his/her/their/its proportionate share of stamp duty and registration fee on the conveyance or assignment to be executed by the Promoter in favour of the said Society and all other deeds and documents as may be necessary or appropriate. The Promoter shall not be responsible nor liable to contribute any amount towards the same.

27. Not a demise or assignment:

27.1 Nothing contained in this Agreement is intended to be nor shall the same be construed as a grant, demise or assignment in law of the said Flat or any flats of the said Property and the said Project or any part thereof by the Promoter in favour of the Allottee. The Allottee shall have no claim, save and except in respect of the said Flat hereby agreed to be sold to him/her/them/it and all open spaces, unallotted flats and parking places, lobbies, staircases, lifts,

common terrace, recreation spaces or any common areas and facilities, common amenities, etc. will remain the property of the Promoter until the built-up area of the said Project is transferred to the said Society as hereinabove mentioned by way of conveyance or assignment.

28. Allottee's address for notice:

28.1 All letters, intimations and communications sent by the Allottee in all matters concerning these presents shall be addressed and mailed to the Promoter by any mode of recorded delivery at the address recorded in this Agreement and all notices to be served upon the Allottee as contemplated by this Agreement shall be deemed to be validly and effectively served if sent to the Allottee by Registered Post A.D. and E-mail or under Certificate of Posting at the address specified in this Agreement.

28.2 It shall be the duty of the Allottee to inform the Promoter of any change in address subsequent to the execution of this Agreement in the above address by Registered Post and by email, failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee;

28.3 In case of more than one Allottee, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon the first mentioned Allottee onto the above mentioned address or any address later notified by the first mentioned Allottee and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee and the same shall fully and effectively discharge the Promoter of its obligation in this regard.

29. Real Estate Agent:

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

30. Applicability to/subsequent Allottee:

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 said Flat and/or the said Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Flat, in case of a transfer, as the obligations go along with the said Flat for all intents and purposes.

31. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under RERA Act or the Rules and Regulations made thereunder or under other Applicable Law, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the Applicable Laws, 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.

32. 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 in the said Project, the same shall be in proportion to the Carpet Area of the said Flat to the total Carpet Area of all the flats in the said Project.

33. Further assurances:

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.

34. Entire Agreement:

This Agreement along with its Schedules and Annexures constitute the entire agreement between the Parties with respect to the subject matter

hereof and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding/agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter, including those contained/given in any advertisement or brochure or publicity materials by the Promoter and/or their agents to the Allottee and/or his/her/their/its agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement.

35. Execution of the Agreement:

The original Agreement stamped with the full stamp duty payable in accordance with the Maharashtra Stamp Act, 1958 and duly executed by the Parties shall be retained by the Allottee and photocopies of the stamped and registered Agreement shall be retained by the Promoter. Each page of this Agreement along with the Annexures are signed by the Parties hereto.

36. Headings:

Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

37. Dispute Resolution:

37.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either party hereunder, then the aggrieved party shall notify the other party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.

37.2 In case the Parties are unable to settle their disputes amicably, the Parties shall refer the dispute to the Maharashtra Real Estate

Regulatory Authority, as per the provisions of RERA and the Rules and Regulations thereunder.

38. Governing Law:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the exclusive jurisdiction for this Agreement.

39. Binding effect

Executing this Agreement with the Allottee by the Promoter does not create a binding obligation on the part of the Promoter until the Allottee appears for registration of this Agreement before the concerned sub-registrar as and when intimated by the Promoter.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All those piece and parcel of land or ground situate, lying and being at Byculla (West) admeasuring approximately 5436.50 square meters or thereabouts together with the structures and building standing thereon known as "The Greater United Industrial Coop Estate Ltd." consisting of ground plus two upper floors, (since demolished) situate at C.S. No. 1963, Plot no.3, 16/22 Pais Street, Byculla, Mumbai 400011.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

Flat No. [●] (2/3 BHK Type) admeasuring total area of [●] square meters equivalent to [●] square feet or thereabouts, RERA carpet area, on the [●] floor of a multistoried building known as “iCON By Merx” shown in [●] hatched lines and surrounded by [●] colour boundary line in the sanctioned floor plan hereto annexed as Annexure [●] constructed on the said Property described in the First Schedule hereinabove written.

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Payment of the Sale Consideration of the said Flat)

| Sr. No. | Installment Amount | Milestones linked to payment of installments. |
|----------------|------------------------------------|--|
| 1. | Rs. [●]/- (Rupees [●] only) | 10% (Ten Percent) of the Sale Consideration being amount payable on or before the execution of this Agreement. |
| 2. | Rs. [●]/- (Rupees [●] only) | 30% (Thirty Percent) of the Sale Consideration payable after the execution of this Agreement. |
| 3. | Rs. [●]/- (Rupees [●] only) | 45% (Forty Five Percent) of the Sale Consideration payable on completion of the Plinth of the said Project in which the said Flat is located. |
| 4. | Rs. [●]/- (Rupees [●] only) | 70% (Seventy Percent) of the Sale Consideration payable on completion of the slabs including podiums and stilts of the said Project in which the said Flat is located. |
| 5. | Rs. [●]/- (Rupees [●] only) | 75% (Seventy Five Percent) of the Sale Consideration payable on completion of the walls, internal plaster, floorings doors and windows of the said Flat. |
| 6. | Rs. [●]/- (Rupees [●] only) | 80% (Eighty Percent) of the Sale Consideration payable on completion of the sanitary fittings, lift wells, lobbies up to the floor level of the said Flat. |

| | | |
|---------------------------------|-----------------------------|--|
| 7. | Rs. [●]/- (Rupees [●] only) | 85% (Eighty Five Percent) of the Sale Consideration payable on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Project in which the said Flat is located. |
| 8. | Rs. [●]/- (Rupees [●] only) | 95% (Ninety Five Percent) of the Sale Consideration payable on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement. |
| 9. | Rs. [●]/- (Rupees [●] only) | Balance Sale Consideration payable within 15 (fifteen) days from the Promoter intimating to the Allottee that the said Flat is ready for use and occupation. |
| Total Sale Consideration | | Rs. [●]/- (Rupees [●] only) |

Note: Each of the instalments mentioned above shall be further subdivided into multiple instalments linked to number of basements/podiums/floors.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the Common +Areas and Facilities)

A. Description of the common areas provided:

| Sr. No. | Type of common areas provided | Proposed Date of Occupancy Certificate | Proposed Date of handover for use | Size/ area of the common areas provided |
|---------|-------------------------------|--|-----------------------------------|---|
| | | | | |
| | | | | |

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

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

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

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

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

| Sr. No. | Type of open spaces (RG/PG) to be provided | Phase name/ number | Size of open spaces to be provided | Proposed Date of availability for use | Proposed Date of handing over to the common organisation. |
|---------|--|--------------------|------------------------------------|---------------------------------------|---|
| | | | | | |
| | | | | | |

SIGNED AND DELIVERED by the withinnamed)
 Allottee/s)
 _____)
 _____)
 _____)
 in the presence of)

- 1.
- 2.

E. Details and specifications of the lifts:

| Sr. No. | Type of Lift (passenger/service/stretchers/goods/fire evacuation/ any other. | Total No. of lifts provided | Number of passengers or carrying capacity in weight (kg) | Speed (mtr/sec) |
|---------|---|-----------------------------|--|-----------------|
| | | | | |

SIGNED AND DELIVERED for and on behalf of)
 the withinnamed Promoter)
MAGNUM REALTORS LLP by its Authorized)
 Representative)
 _____)
 (_____)
 in the presence of)

- 1.
- 2.