

AGREEMENT FOR SALE

THIS AGREEMENT made and executed at Mumbai this [●] day of [●] in the Christian Year Two Thousand Twenty ____ [●] (20[___]):

BETWEEN

GOLD FUSION REALTY PRIVATE LIMITED, (CIN: U68200PN2023PTC225333 and PAN: AAKCG8190L), a company existing under the provisions of the Companies Act, 2013 and having its registered office at S. No. 191A/2A/1/2, Tech Tower 'E', Yerwada, Pune, Pune City, Maharashtra, India 411006, hereinafter referred to as "**Promoter**" through its Authorized Signatory/POA Holder having PAN..... and Aadhar No..... (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and assigns) of the **ONE PART**

AND

[●], aged about [●] years, Indian Inhabitant/s PAN No. _____ Aadhar No..... / [●] (HUF) HUF PAN No..... through its karta and manager Mr. [●] aged about [●] years, Indian Inhabitant Pan No.....and Aadhar No...../ [●], a Limited Liability Partnership Firm, registered under the Limited Liability Partnership Act, 2008, bearing Registration No. _____ PAN No.....through its Designated Parther/s, PAN _____ and Aadhar No..... / [●], a partnership firm registered under the Indian Partnership Act, 1932 bearing Registration No..... / [●], a Private limited / Public Company registered under the provisions of the Companies Act, 1956 / 2013 / [●] CIN No _____ and PAN..... through its Authorized Signatory/ies/POA Holder....., a Public Charitable Trust registered under the provisions of Bombay Public Trust Act, 1950 Registration No.....PAN No..... / [●] Trust, registered under the provisions of the Indian Trust Act, 1882 bearing Registration No....., PAN No....., having his/her/its/their address for the purpose of these presents at [●] hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate, its successors and permitted assigns) of the **OTHER PART**.

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

WHEREAS:

- A. By and under a Sale Deed dated 22nd July 2024 executed between one Siemens Limited (therein referred to as the Vendor) of the One Part and the Promoter (therein referred to as the Purchaser) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 12368 of 2024, Siemens Limited granted, conveyed, sold, transferred, assigned, released and assured unto and in favour of the Promoter, free from all encumbrances and claims and with clear and marketable title thereto all that piece and parcel of land bearing Final Plot No. 48 of Town Planning Scheme No. IV of Bandra measuring 925 square yards equivalent to 773.39 square metres or thereabouts bearing CTS No. F 1048 and situate on the 6th Road, Almeida Park, Bandra (West), Mumbai 400050 in the Registration District and Sub District of Bombay City and Bombay Suburban (“**said Land**”) along with a residential building standing on the said Land comprising 7 (seven) floors known as ‘Solitaire’ admeasuring in aggregate approximately 813 square metres carpet area or thereabouts, for the consideration and on the terms and conditions mentioned therein. The said Land is more particularly defined in the **First Schedule** hereunder written and delineated with black color boundary line on the Plan annexed hereto and marked as **Annexure “A-1”**.
- B. Thus, the Promoter is the owner of the said Land and is undertaking the redevelopment of the said Land by constructing new building/s thereon under the applicable provisions of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (as amended / modified/ re-enacted from time to time) including under Regulation 33(11) of the DCPR 2034 (“**DCPR 2034**”) and applicable law.
- C. The details pertaining to the entitlement of the Promoter to undertake development of the Real Estate Project (defined below), the pertinent approvals and permissions pertaining to the Real Estate Project (defined below), litigations proceedings (if any), covenant affecting the said Land (if any), impediment (if any) in respect of the said Land, encroachment (if any) to the said Land, and mortgages/charges on the Real Estate Project/ the said Land (if any) are set-out in the Title Certificate dated _____ issued by _____, a copy whereof is annexed hereto and collectively marked as **Annexure “B-1”**.
- D. The Promoter is entitled to develop the said Land by consuming maximum Floor Space Index (“**FSI**”) as more particularly set out in this Agreement and by constructing thereon 1 (one) building known as “Omnia Residences” comprising Ground + 2 (two) part service floors + 1 (one) part amenity floor and a mechanical puzzle car parking tower within the building 12 Upper (Habitable) Floors (“**Building**”).
- E. The development of the Building on the said Land is proposed as a ‘Real Estate Project’ by the Promoter and is registered as a ‘real estate project’ (“**the Real Estate Project**”) with

the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the other rules, regulations, circulars, orders and rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration for the Real Estate Project bearing registration no. _____ dated _____ ("**RERA Certificate**"), a copy whereof is annexed hereto **Annexure "B-2"**.

- F. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- G. The principal and material aspects of the development of the Real Estate Project as being registered with the Authority, are briefly stated below-
- (i) The Real Estate Project is being constructed and developed on the said Land shown shaded with blue colour on the plan annexed and marked as **Annexure "A-1"** hereto.
 - (ii) The Promoter proposes to construct the Building on the said Land and has envisaged the development of the said Land in the following manner:-
 - (a) The Building shall comprise Ground + 2 (two) part service floors + 1 (one) part amenity floor + a mechanical puzzle car parking tower within the building + 12 Upper (Habitable) floors (with 1 (one) apartment/ unit on each floor)
 - (b) The 3rd floor and the terrace of the Building shall comprise the amenities, for the use of the occupants / holders / purchasers of the premises in the Building.
 - (iii) The said Real Estate Project has been presently sanctioned/approved by the Municipal Corporation of Greater Mumbai ("**MCGM**")/ Slum Rehabilitation Authority ("**SRA**") for Residential purpose.
 - (iv) The SRA has sanctioned plans for construction of the Real Estate Project and has issued Intimation of Approval dated 3rd February 2025 ("**IOA**") and Commencement Certificate for Sale Building upto plinth level dated 22nd August 2025 ("**CC**") in respect thereof. The Promoter will obtain further commencement certificates progressively in parts, from time to time. Copies of the IOA and CC are annexed hereto as **Annexures "E-2"** and **"E-3"** respectively.

- (v) Total FSI of 3,131.77 square meters corresponding to Ground + 2 (two) part service floors + 1 (one) part amenity floor + 12 Upper (Habitable) Floors has been currently proposed to be consumed / utilized in the construction and development of the Real Estate Project.
- (vi) The name of the Real Estate Project shall at all times be '**Omnia Residences**'.
- (vii) The Real Estate Project is proposed to *inter alia* comprise of apartments/flats/units as may be permitted under the applicable law.
- (viii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards, Digital Screens and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites. Notwithstanding anything contained in the foregoing provision or any part of this Agreement such hoarding/boards or any advertisement in any form shall not be construed or deemed to depict the actual plan, design, specification or entitlements of the Allottee or of the Real Estate Project. Any or all advertisement material in respect of the Real Estate Project shall be promotional in nature and the actual area, amenities, specifications, physical features, shall be the one approved by the competent authorities and those that are specified under this Agreement.
- (ix) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels, basement levels, lower ground levels, ground level, podium levels of the Real Estate Project for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats/units in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc., at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
- (x) The amenities that may be usable by the Allottee/s and other allottees of the Real Estate Project on a non-exclusive basis, are listed in the **Third Schedule** hereunder written ("**the said Amenities**"). The said Amenities listed in **Annexure "A4"** shall be provided in the Building, subject to approval from the competent authorities. Since the said Amenities are meant for the use of the Allottee/s and / or the other allottees of the premises in the Real Estate Project, the Allottee/s and the other allottee/s of the

Real Estate Project shall not be entitled to claim any sort of exclusive use of the said Amenities.

- (xi) The said Amenities shall be constructed in a phase-wise manner and shall be completed upon construction of the entire Real Estate Project and obtainment of the full occupation certificate thereof. The Promoter shall endeavor to handover the said Amenities for the use by the Allottee/s as per the terms of this Agreements on or about the date as more particularly mentioned in the **Second Schedule** hereunder written or on such other date as per the extension granted by the Authority from time to time ("**Amenities Handover Date**"). Further, the Promoter reserves its' right to substitute, upgrade, modify, relocate, or enhance any or all the said Amenities. The Allottee/s hereby have duly consented to the same and have agreed that no prior permission shall be required by the Promoter in respect of the aforesaid, in any manner whatsoever. The Allottee/s has/have agreed to enter into this Agreement upon being fully aware of the same and shall not raise any claim and / or dispute in relation to the same on any ground whatsoever.
- (xii) The Promoter shall solely be entitled to finalize, modify, determine, etc., from time to time, the areas / portions of the Real Estate Project. The Allottee/s shall not be entitled to raise any objection to the same.
- (xiii) The Promoter has identified and is entitled to identify and modify the entry and exit points for different portions of the Real Estate Project and the balance portion of the said Land including but not limited to dedicated access ways, driveways, pathways, and ramps in/on the ground floor for pedestrian and vehicular movement for the occupants of the premises in the Building, plan indicating the same is annexed hereto as **Annexure "C- 1"**. All the decisions of the Promoter in this regard shall be final and binding on all the concerned parties.
- (xiv) The proposed layout plan indicating the proposed development on the said Land ("**Disclosed Layout**") is shown on the plans annexed as **Annexure "D -1"** hereto. The Disclosed Layout tentatively indicates the present/future development of the Building and the said Amenities that may be built on the said Land and the reservations affecting the said Land. The Promoter reserves its rights and is and shall continue to be entitled to amend, modify and/or substitute the Disclosed Layout including any future and further development of the said Land including the location of the reservations affecting the said Land and/or any part thereof, in full or in part, as may be required by the Promoter from time to time or due to planning constraints which, inter alia, may include construction of buildings with such permutations and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the said Land elsewhere on the said Land, in a phase-wise manner or as may be deemed fit and proper by the Promoter including by implementing various schemes as mentioned in DCPR or based on expectation of increased FSI /

development potential which may be available in future on modification of DCPR, which are applicable to the development of the said Land, inter alia, in consonance with revised DCPR.

- (xv) The details of formation of the Society (defined below) and, conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clause 11 herein below.

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

- H. A copy of the property register card of the said Land is annexed as **Annexure "E-1"** hereto.
- I. It is hereby clarified that the Promoter proposes to construct the Building comprising the Real Estate Project up to 12 Upper Habitable floors as aforesaid, however, the approvals/sanctions in respect thereof may be obtained progressively in parts, from time to time, and the Allottee/s confirm/s that they are aware of the same. The Allottee/s hereby further confirm/s and agree/s that the Promoter shall be entitled to obtain further revised approvals in respect of the Real Estate Project from time to time
- J. The Allottee/s has/have been further explained by the Promoter and the Allottee/s understand/s that the Promoter may for the planning constraints or on account of the height not being sanctioned or for any other reason as may be deemed fit and proper in its sole discretion, construct a building of the floors less than the aforesaid floors. On account of the above, there may be changes/amendments in floor, location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, basements, car parking spaces, fire check floor, fire chute, etc.) with the prior consent of the Allottee.
- K. The Promoter shall be entitled to (and reserves its right in this regard) to club, de-club / amalgamate the development of the said Land with any other scheme / development / land. The Promoter shall be entitled to (and reserves its right in this regard) to undertake development of the said Land under any applicable provisions of laws.
- L. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.
- M. The Promoter has the right to sell the apartments/units comprised in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s and to receive the Sale Consideration (as defined below) in terms hereof.

- N. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Real Estate Project, the layout plans, typical floor plans, designs and specifications prepared by the Promoter's Architect Aspire Architects and Consultants, and such other documents as are specified under the RERA Act and RERA Rules and Regulations made thereunder.
- O. The Promoter has got some of the approvals from the concerned local authority(s) to the extent of plans, the specifications, elevations, sections of the Real Estate Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or occupancy certificate of the Real Estate Project.
- P. While sanctioning the aforesaid plans concerned local authority and/or Government have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building comprised in the Real Estate Project shall be granted by the concerned local authority.
- Q. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the aforesaid plans and approvals obtained/to be obtained by the Promoter.
- R. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment (defined below), made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the said Land, and such title being clear and marketable; (ii) the approvals and permissions (including IOA and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the said Land and construct the Real Estate Project under various provisions of the DCPR and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to develop the said Land. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.
- S. The Allottee/s has/have applied to the Promoter for purchasing an apartment in the Real Estate Project, more particularly described in the **Second Schedule** hereunder written ("**said Apartment**"). The authenticated copy of the plans and specifications of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "A-2"**.
- T. The carpet area of the said Apartment is set out in the **Second Schedule**. The term "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the /Allottee/s or verandah area and exclusive open terrace

area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls (which shall include column(s) within or adjoining or attached to the walls) of the apartment.

- U. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- V. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase from the Promoter, the said Apartment for consideration as set out in the **Second Schedule** ("**Sale Consideration**") hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs...../- (Rupees.....), being part payment towards the Sale Consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing.
- W. Under Section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment, in the manner set out hereinbelow.
- Y. The copies of the following are annexed hereto as follows:

Annexure	Description
A-1	Plan with delineation of the said Land
A-2	Apartment/Unit Details as per Schedule-2
A-3	Additional Areas
A-4	Specification and amenities
A-5	Floor Plans
B-1	Title Certificate by Advocate
B-2	MahaRERA Registration Certificate
C-1	Plan depicting entry, exit points, Driveways, Pathways and Ramps etc.
C-2	Parking plan with delineation the allotted parking
D-1	Disclosed Layout
E-1	Property Card
E-2	IOA

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

1. **Recitals:**

The above Recitals form an integral part of this Agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended to be read or interpreted in derogation of RERA Act or RERA Rules framed thereunder.

2. **Purchase of the said Apartment and Sale Consideration:**

2.1 The Promoter shall construct the Real Estate Project being known as "***Omina Residences***", in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement.

Provided that, the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s herein. Provided further that the Promoter shall be entitled to make modifications, variations, additions, or alterations as may be deemed fit by the Promoter from time to time, by obtaining 2/3rd consent of concerned adversely affected allottees in the Real Estate Project. In this regard, it is agreed between the Parties hereto that (i) the consent of those allottees who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required, (ii) the Allottee/s shall be deemed to be adversely affected person for the purposes of consent, only if the said Apartment is relocated anywhere else in the Real Estate Project, and (iii) the Promoter shall also be entitled to make such necessary changes within the Real Estate Project or in the said Apartment as may be required by the Promoter or by the concerned authorities or as may be necessary due to architectural and structural requirements, without obtaining any consent from the Allottee/s.

2.2 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the said Apartment, more particularly set out in the **Second Schedule** hereinunder written and as shown in the floor/unit plan thereof hereto annexed and marked as **Annexure "A-5"**, for the Sale Consideration of which the Allottee has paid on or before the execution of this Agreement a sum of Rs. _____ /- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to

the Promoter the balance amount of Rs. _____/- (Rupees _____) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____, as set out in the **Second Schedule**. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively. The details of internal amenities, fixtures, fittings and specifications proposed to be provided in the said Apartment is more particularly mentioned in the **Fourth Schedule** hereunder written.

- 2.3 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.
- 2.4 In addition to the carpet area of the said Apartment, there are certain constructed areas such as balcony/deck and dry balcony/utility areas appurtenant to the said Apartment and shown in green colour hatch lines on the plan annexed hereto and marked as **Annexure "A-3" ("the Additional Areas")**. The Additional Areas shall be exclusive to the said Apartment and shall be limited common areas and facilities. The carpet area of the said Apartment and the Additional Areas are hereinafter collectively referred to as the **"Total Area"**.
- 2.5 The Allottee/s has/have paid on or before execution of this Agreement part payment of the Sale Consideration as advance payment, details whereof are mentioned in the receipt attached hereto. The Allottee/s hereby agree/s to pay the entire Sale Consideration in the manner as more particularly mentioned in the **Fifth Schedule** hereunder written.
- 2.6 The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoters, the said Apartment on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Apartment. It is hereby clarified that as the said Apartment comprises of the Total Area as aforesaid, the Promoter are entitled to sell on the basis of the Total Area and the Allottee/s agree/s and confirm/s to purchaser the same from the Promoter without any disputes.
- 2.7 The Promoter shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due as detailed in the **Fifth Schedule** hereunder written (the payment at each stage is individually referred to as **"the Instalment"** and collectively referred to as **"the Instalments"**). The Allottee/s shall be

bound and obligated to pay to the Promoter the Instalment Amount, within 7 (seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract.

- 2.8 The payment of the Sale Consideration and Other Charges (defined below), taxes, maintenance and outgoings by the Allottee/s in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material, and fundamental terms of this Agreement (time being the essence). The Promoter has agreed to allot and sell the said Apartment to the Allottee/s at the Sale Consideration inter-alia upon the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance, and outgoings in accordance with this Agreement, time being of the essence.
- 2.9 The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, GST and expenses incidental thereto, maintenance and outgoing charges with respect to said Apartment together with right to the common areas, amenities and facilities in the Real Estate Project ("**Other Charges**") set out in the **Part A** and the **Part B** of the **Sixth Schedule**.
- 2.10 The Sale Consideration and the Other Charges above excludes taxes including but not limited to Goods and Service Tax ("**GST**"), Property Tax, Swachh Bharat Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or the said Apartment and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone, and the Promoter shall not be liable to bear or pay the same or any part thereof. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including GST and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment and/or the said Car Parking Space (defined below), shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- 2.11 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2.12 The Promoter shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee/s after the construction of the Building is completed and the occupancy certificate for the same has been granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price of payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meters as agreed under this Agreement. Without prejudice to the right of Promoter to charge interest in terms of this clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter may at his own option terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

2.13 It is hereby agreed between the Parties hereto that the measurements of the final areas of the said Apartment as aforesaid shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee/s alone. After the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s shall not be entitled to raise any dispute or claim of whatsoever nature against the Promoter with respect to the said Apartment or otherwise.

2.14 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not

to object/demand/direct the Promoter to adjust his payments in any manner. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoter, firstly to the interest (if any, discharge of any damages), secondly towards taxes / statutory charges payable / reimbursable (if any) by the Allottee/s (as per the provisions of this Agreement) and lastly towards the principal amount payable by the Allottee/s. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Promoter. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and in law including the right to terminate this Agreement.

2.15 All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards Sale Consideration in respect of the said Apartment. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

2.16 The Promoter shall have a first and prior charge on the said Apartment with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

2.17 Further, the Allottee/s or the bank/ financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financial institution's notice. The credit for the TDS amount deposited by the Allottee/s / bank/ financial institution will be given to the Allottee/s only upon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department

website. In the event, the Allottee/s fails to produce the original TDS Certificates for all the payments made by the Allottee/s at the time of handing over possession of the said Apartment or within the time prescribed in the Intimation of Possession, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Apartment. In case the Allottee/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Intimation of Possession, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties, and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnify(ies) the Promoter from all such costs, expenses, penalties, interest, losses, and damages as may be suffered by the Promoter.

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

2.19 The Allottee/s shall be liable to pay cheque dishonour charges and all other penalties charges levied on account of a cheque bounced for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed'. The Promoter shall be entitled to adjust cheque bouncing charges against any amounts received from the Allottee/s as they may deem fit.

2.20 The Allottee/s shall out of their own free will be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due, without any demands of rebate on the advance payments made by the Allottee/s towards the Sale Consideration.

3. **Disclosures and Title:**

3.1 The Allottee/s hereby declares and confirms that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of their right, title, and interest in the Real Estate Project and the Allottee has/have satisfied himself / herself / themselves of the particulars and disclosures, including the following:

- (i) Nature of the right, title and interest of the Promoter to the development of the Real Estate Project and the encumbrances thereon;
- (ii) All the title deeds and documents with respect to the Real Estate Project by the Promoter including those disclosed on <https://maharera.mahaonline.gov.in> (“the MahaRERA Website”). The Allottee/s confirm that the Allottee/s has/have perused all the details and documents with respect to the Real Estate Project as are reflected on the MahaRERA Website.
- (iii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project and the floor plan of the said Apartment;
- (iv) FSI utilized and/or to be utilized in the Real Estate Project;
- (v) The nature of the organization to be constituted of the allottees of the premises/apartments in the Real Estate Project;
- (vi) The approvals to be obtained, in relation to the Real Estate Project;
- (vii) Nature of responsibilities of the Promoters and Allottee/s under this Agreement; and
- (viii) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, taxes, maintenance and outgoings.

3.2 The Allottee/s further confirm/s and warrant/s that the Allottee/s has independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirms that the Allottee/s has been suitably advised by his/her/their advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title, and interest of the Promoter in respect of the Real Estate Project and doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Apartment based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

3.3 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Apartment agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the

Sale Consideration, Other Charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

4. Parking Spaces

4.1 The Promoter has agreed to provide for the exclusive use of the Allottee/s with the said Apartment, ____ car parking space/s bearing Nos. ____ in the Mechanical Parking System (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical), admeasuring ____ square feet having ____ feet length x ____ feet breath x ____ feet vertical clearance as more particularly set out in the **Second Schedule** hereunder written ("**said Car Parking Space/s**"). The Allottee/s agrees and acknowledges that:

- (i) The said Car Parking Space/s is/are provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in respect of the said Car Parking Space/s by the Promoter and shall pay such outgoings in respect of the said Car Parking Space/s as may be levied by the Promoter.
- (ii) The Allottee/s hereby undertakes not to dispute such allocation, including its size, location, and type of arrangement and / or for any reason whatsoever at any time in future.
- (iii) The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space/s allotted to him/her/them. The rights of the Allottee/s in respect of the said Car Parking Space/s shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the said Car Parking Space/s will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right, inter alia, to levy such penalty or take such action as it may deem fit.
- (iv) The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space/s as may be decided by the Promoter or the Society (defined below) from time to time.
- (v) The automated/mechanical car parking system are purchased from third party vendor/s and the same are subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any, and all claims, liabilities against the Promoter and / or its affiliates or their successors, in case he/she/it/they

experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such mechanical Car Parking Space/s shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the same to the Society (defined below) of allottees, whichever is earlier. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Space/s for any reason whatsoever.

- 4.2 The Allottee/s is aware that just as the said Car Parking Space/s will be for his/her/its exclusive use, similar exclusive usage right of the respective parking space/s to other allottee/s of the apartments / premises in the Building shall be granted by the Promoter and the same shall be binding on the Allottee/s, his nominees, and assigns. The details of the allocation of the parking spaces done by the Promoter will be provided to the Society (defined below), as and when formed. The Allottee/s shall cause the Society (defined below) to ratify the parking permission/allocation in favour of the Allottee/s and further that the Allottee/s shall not cause the Society (defined below) to change the allocation of parking spaces of other allottee/s. The Allottee/s shall be permitted to use the said Car Parking Space/s, subject to the rules and regulations of the Society (defined below).

5. **Right and Entitlements of the Promoter:**

- 5.1 The Promoter hereby declares that the sanctioned/approved Floor Space Index ("FSI") as on date is 2,320.17 square meters and Promoter has planned to utilize further FSI of approximately 812.06 square meters including *inter-alia* by availing of Transferable Development Rights ("TDR") or FSI available on payment of premiums or Fungible FSI or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the Real Estate Project. The Promoter has disclosed the FSI of approximately 3,131.77 square meters, as proposed to be utilized by them in the Real Estate Project on said Land and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the aforesaid proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. It is hereby clarified that the Promoter proposes to construct the Building comprising the Real Estate Project up to approximately 11 (eleven) floors as aforesaid and the approvals/sanctions in respect thereof shall be obtained progressively from the concerned authority in parts for time to time; and the Allottee/s confirm/s that they are aware of the same. The Allottee/s hereby further confirm/s and agree/s that the Promoter shall be entitled to obtain further revised approvals in respect of the Real Estate Project from time to time. In view of the above disclosure, it is hereby clarified that the Promoter shall be entitled to obtain revised approvals/sanctions from the concerned authorities by consuming and utilising the balance FSI as aforesaid in respect of the Real Estate Project.

- 5.2 The Real Estate Project shall be developed by the Promoter in a phase wise manner and hence all or any of the said Amenities may not be ready and operational at the time of handing over the possession of the said Apartment to the Allottee/s. The Promoter contemplates completing and providing the said Amenities only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/ her /their consent. The Promoter reserves its rights to substitute, upgrade, modify, relocate, or enhance any or all the said Amenities, for which the Allottee/s hereby confirms such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, relocation, or enhancement. Though the said Amenities shall form part of the Real Estate Project but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoter and / or the Society (defined below), from time to time.
- 5.3 The Promoter shall be entitled to club, amalgamate the development/redevelopment of the said Land with adjacent/adjoining/other properties. The same may be taken as a common integrated layout with the said Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoter shall be entitled to take steps including but not limited to following:
- (i) Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, land composition and land mix.
 - (ii) Float FSI/TDR from the said Land onto the other land / properties and / or from the other land / properties onto the said Land and undertake consequent construction, development, sale, marketing, and alienation and / or vice versa.
 - (iii) Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.
 - (iv) Provide common access and entry and exit points to and from the said Land (or part thereof) and the other properties, which may be used in common by the allottees/occupants of premises/apartment constructed on the said Land (or part thereof) and/or other properties.
 - (v) Upon such acquisition, clubbing or amalgamation of other lands / properties the magnitude and scope of the Real Estate Project and / or the said Land shall vary and modify in accordance with the actual acquisition of other lands / properties / projects.
- 5.4 The Promoter shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

- 5.5 All the revenues generated of any nature whatsoever from the Real Estate Project including from the said Amenities till the date of handing over management and maintenance of the Real Estate Project to the Society (defined below), as the case may be, shall solely belong to the Promoter, and neither the Allottee/s nor the Society / the (defined below) and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoter.
- 5.6 The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the security of apartments / premises constructed on the said Land (including the Real Estate Project), underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank / financial institution / Non-Banking Financial Institution / third party lender ("**Lenders**") and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).
- 5.7 The Allottee/s agree/s that the Promoter shall be entitled to construct any additional floor/s and/or facility as may be permitted under the applicable law and as per the sanctioned plans.
- 5.8 The Allottee/s agree/s that the Promoter shall be entitled to construct temporary structures including any site offices/ show flats/ site lounges/experience centre within the Real Estate Project in connection with the development of the said Land and to access/use the same anytime without any restrictions whatsoever including to use any of the apartment constructed in the Building as sample flat/show flat for representational purposes until the development of the said Land and/or adjoining lands, if any, is completed in all respects.
- 5.9 The Allottee/s agree/s that the Promoter shall be entitled to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/apartment /spaces/areas in the Real Estate Project and all its right, title and interest therein.
- 5.10 The Allottee/s agree/s that the Promoter shall be entitled to put signage/boards to reflect the name of 'Omnia Residences' on the façade, terrace, compound wall and/or any other part/location of the Real Estate Project, as the Promoter in its sole, absolute and unfettered discretion may deem fit. The Promoter shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever within the said Land. The Promoter shall be entitled to place, select, decide and put hoarding/boards of their logo and/or brand name or any other logo and/or brand name

as decided by the Promoters from time to time, in perpetuity in the form of neon signs, illuminated/ non-illuminated boards, ms letters, vinyl and sun boards or any other form (“**Sign Board**”) on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and shall be entitled to all the revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee/s or the Society (defined below) of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Allottee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Apartment and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter has and shall continue to have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society (defined below). The Promoter shall have an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as a ‘Panchshil Group’ project.

- 5.11 If at any time before or during the currency of the development of the said Land, any part of the same is taken over by the government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter are required to hand over that area, then in that case the Allottee/s shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors or grant of any incentive FSI (which will be over and above the declared/disclosed aggregate FSI), the Allottee/s shall not have any claim on the same and the same shall vest in and belong solely to the Promoter. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same, whether or not the same forms a part of the said Land and in that case if on account of such development of the same, MCGM/SRA or any other authority rewards any benefit whether monetary or otherwise, the Allottee/s agree/s that the Allottee/s shall not have any sort of claim on the same and the same shall vest in and belong solely to the Promoter.

6. **Delays and Termination:**

- 6.1 If the Promoter fails to abide by the time schedule for completion and offering of the said Apartment to the Allottee/s on/or before the Possession Date (as defined below), subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either:

- (i) Call upon the Promoter by giving a written notice by Courier or E-mail or Registered Post A.D. ("**RPAD**") at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering of the possession of the said Apartment.

OR

- (ii) Terminate this Agreement by giving written notice to the Promoter by RPAD at the address provided by the Promoter ("**Allottee/s Termination Notice**"). Except for the failure of the Promoter to offer the possession of the said Apartment on or about the Possession Date (subject to Force Majeure Events (defined below)), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall automatically be deemed to have expired and terminated and cease to have any effect whatsoever on ab-initio basis. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Apartment and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s, the balance amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid, simultaneously against the Allottee/s executing a deed of cancellation of this Agreement with the Promoter and admitting execution of the same before the concerned Sub-Registrar of Assurances at Mumbai for the purpose of registration. On such repayment of the amounts payable by the Promoter (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and/or the Car Parking Space and the Promoter shall be entitled to deal with and/or dispose-off the said Apartment and/or the Car Parking Space in the manner they deem fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever. It is agreed and clarified that the Promoter is not and shall not in any way be liable for the payment of any loans taken by the Allottee/s from any banks and / or financial institutions or otherwise for purchasing the said Apartment. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall

be at liberty to sell and transfer the said Apartment and assign the Car Parking Space, if any, to any third party of their choice on such terms and conditions as the Promoter may deem fit in their sole and absolute discretion.

(iii) In case the Allottee/s elects his remedy under Clause 6.1(i) above, then in such a case the Allottee/s shall not be entitled to the remedy under Clause 6.1(ii) above and vice-versa, save and except as deemed fit by the Promoter.

6.2 If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date of the Demand and Tax Invoice till the date such amounts are fully and finally paid together with the interest thereon at the Interest rate.

6.3 Simultaneously with the termination of this Agreement and prior to refund of the Sale Consideration, if any, as aforesaid, the Allottee/s shall, without demanding any money, execute and register, the deed of cancellation or such other documents (as may be required by the Promoter) ("**Deeds**") in respect of the said Apartment confirming the termination in the form and manner as may be required by the Promoter. The Allottee/s shall execute and register the above Deeds within 15 (fifteen) days of the receipt of intimation from the Promoter which shall be prior to refund of the Sale Consideration, if any, as aforesaid by the Promoter and shall return all the original documents with regards to this transaction including *inter alia* this Agreement to the Promoter. The Parties further confirm that any delay or default in execution / registration or non-execution of the Deeds shall not prejudice the cancellation, the Promoter's right to terminate this Agreement and / or adjust and recover the said Deductions and the Promoter's right to sell/transfer the said Apartment including but not limited to Car Parking Space, if any, to any third party (as set out below).

6.4 Further, upon the termination of this Agreement by the Promoter, the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the said Car Parking Space/s, if any, and the Promoter shall be entitled to deal with and/or dispose of or alienate the said Apartment and the said Car Parking Space/s, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner whatsoever. Also, the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to _____% (_____ percent) of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoter, (b) brokerage, if any, paid by the Promoter to any channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Apartment up to the date of the Promoter's Termination Notice, (d) the amount

of interest payable by the Allottee/s on account of default committed by him/her/them, (e) amount of stamp duty and registration charges and/ or any other administrative charges and expenses incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending bank/financial institution (g) any amount/ interest reimbursed by Promoter to the Allottee/s; (h) in case the Allottee/s has availed any loan against mortgage of the said Apartment, then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending bank/financial Institution directly.

- 6.5 Further, upon termination of this Agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.
- 6.6 The Allottee/s waives his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deductions is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter have agreed to sell the said Apartment to the Allottee/s.
- 6.7 Without prejudice to rights and remedies available to the Promoter under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Apartment with NOC of the Promoter and this Agreement is terminated by either Party then in that case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and obtain necessary letter/ confirmation from such bank/financial institution *inter alia* stating therein that the bank/financial institution has released its mortgage/ charge on the said Apartment and that the bank/financial institution shall have no recourse against the Promoter or the said Apartment.
- 6.8 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Apartment and termination of this Agreement, the Promoter shall after deducting all the costs set out in this Agreement, first offer the balance amount, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.
- 6.9 The Promoter herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the

amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof.

6.10 The Allottee/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

7. **Facility Manager/s / Utility Provider/s:**

7.1 The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("**Utility Providers**") i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("**Utilities**") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. This Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

7.2 The Promoter shall have the right to undertake upkeep and maintenance of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project and in this regard shall have the right to enter into contract, agreement with any third party / vendors / agency ("**Facility Manager/s**") for the purpose of maintenance and upkeep of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project ("**Services**") in full or in part and such decision shall be final and binding upon the Allottee/s. Tenure of Facility Manager/s shall be until the Promoter offers to hand over the management and maintenance of the Real Estate Project to the Society (defined below) and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project to the Society (defined below) it shall be entitled to undertake the management and maintenance of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project and the Allottee/s hereby agrees

and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

- 7.3 The Promoter shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Promoter shall also be entitled to designate any space in the Real Estate Project to the Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project.
- 7.4 Notwithstanding any other provision of this Agreement, the Promoter has the right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and Utility Provider/s. The Promoter has the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the apartments / premises comprised in the Real Estate Project, in the manner as may be determined by the Promoter. Such charges would be levied on the basis of the Total Area of the said Apartment and the Allottee/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance and management of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project shall be borne and paid by the Allottee/s in proportion to the other allottees/s and occupants of the Real Estate Project.
- 7.5 The Allottee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s including without limitation, payment of the Allottee/s' share of the charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and the said Amenities.
- 7.6 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project.

- 7.7 Upon formation of the Society (defined below) and handing over of the management of the operation and maintenance of the Real Estate Project to the Society (defined below), the Promoter shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society (defined below) by executing requisite deeds and documents with the Society (defined below). The Promoter shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.
- 7.8 Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee/s and other allottee/s of the Real Estate Project including the common areas and amenities forming part of the Real Estate Project, as the case may be.

8. **Possession:**

8.1 The Promoter shall endeavor to complete the construction of the said Apartment and obtain the occupation certificate from the MCGM/SRA or the concerned authority, in respect of the said Apartment on or about the date as more particularly mentioned in the **Second Schedule** hereunder written or on such other date as per the extension granted by the Authority from time to time ("**Possession Date**"), subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the Promoter shall be entitled to reasonable extension of time from giving delivery of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of any or all of the following factors ("**Force Majeure Events**"):

- (i) Case of War, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

and, in any of the aforesaid events the Possession Date with respect to the said Apartment shall stand extended by such period of delay.

9. **Procedure for taking possession:**

9.1 Upon obtaining the occupancy certificate from the competent authority in respect of said Apartment and upon payment made by the Allottee/s of the entire Sale Consideration, interest, if any, Other Charges, taxes, maintenance and outgoings etc., due and payable in terms of this Agreement, the Promoter shall offer possession of the said Apartment to the Allottee/s in writing to be taken within 3 (three months) from the date of issue of such notice ("**Intimation of Possession**"). The Allottee/s shall be

liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoter from the date of Intimation of Possession. The Promoter shall offer possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate. The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days from the date of the Intimation of Possession. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Real Estate Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc., to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc., by the Allottee/s or other allottee/s of the apartments / premises therein and/or their failing to comply with their obligations under this Agreement/ their respective agreements.

9.2 Upon the Allottee/s approaching the Promoter to take possession of the said Apartment, the Allottee/s shall simultaneously execute the possession letter and all other necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter ("**Possession Documents**") and acknowledge the receipt of the original keys of the said Apartment from the Promoter. It is hereby clarified that the Promoter shall handover the possession of the said Apartment to the Allottee/s under this clause upon the Allottee/s having cleared all the outstanding dues including *inter alia* amounts towards balance Sale Consideration, other charges, interests and/or any other payable amounts agreed hereunder. Irrespective of whether the Allottee/s takes or fails to take possession of the said Apartment within 15 (fifteen) days from the date of the Intimation of Possession, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e. in proportion to the Total Area of the said Apartment from the expiry of 15 (fifteen) days from the date of Intimation of Possession, including but not limited local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM/SRA or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project, as per the terms provided herein. Until the Society (defined below) is formed and the management and maintenance thereof is offered to the Society (defined below), the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

9.3 The Allottee/s shall, before delivery of possession of the said Apartment in accordance with this Clause, pay to the Promoter such amounts as mentioned in the Part A and the Part B of the **Sixth Schedule**. The amounts mentioned in the Part A of the **Sixth Schedule** shall not be accountable by the Promoter. The amounts mentioned in the Part B of the **Sixth Schedule** shall be accounted only to the Society (defined below) of the allottee/s of the premises in the Real Estate Project and not to the Allottee/s individually and shall not carry any interest. The interest, if any, on such amounts shall

solely be the entitlement of the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Part A and the Part B of the **Sixth Schedule**, to the bank account of the Promoter, as may be prescribed by the Promoter. The Allottee/s shall bear and pay (or reimburse to the Promoters), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges payable by the Allottee/s in accordance with this Agreement.

9.4 Upon taking possession of the said Apartment, the Allottee/s may undertake fit out/renovation works of the said Apartment and for such purposes, the following terms will be applicable:

- (i) the Allottee/s shall undertake fit out/renovation works of the said Apartment at his/her/its own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Promoter ("**Fit Out Guidelines**") (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Promoter/competent authority (as the case maybe). For the purpose of the approval, the Allottee/s shall submit to the Promoter or the Society (defined below), as decided by the Promoter, the complete plans/drawings with all specifications (certified by a certified structural engineer appointed by the Allottee/s) before starting fit-out/ renovation works.
- (ii) The Promoter shall be entitled though not obliged to inspect all fit-out works/renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful to the said Apartment or to the adjoining apartments / premises or to in the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said Apartment to its original condition at the Allottee/s costs and expenses.
- (iii) The Allottee/s shall on completion of the fit out/renovation works in the said Apartment, submit to the Promoter without delay, a completion letter stating therein that the fit out/renovation works in the said Apartment have been carried out in accordance with the plans/drawings submitted to the Promoter / the Society (defined below) (and approved) and the approval as aforesaid.
- (iv) Neither the Allottee/s nor his architects/contractors/interior designers, while carrying out fit out/renovation works in the said Apartment, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Apartment / exterior walls / adjoining apartments / premises / RCC structure / columns / beams / building / wing in which the said

Apartment is located. In particular, the RCC members/walls should not be punctured, altered, shifted, or damaged under any circumstances.

- 9.5 Without prejudice to the rights of the Promoter herein, nothing contained in this Clause shall hold the Promoter liable towards the acts of the Allottee/s, for the carrying out the fit-out works; and it shall be the sole liability and responsibility of the Allottee/s towards the fit-out works to be carried out as per the Fit-Out Guidelines.

10. **Failure of Allottee/s to take Possession of the said Apartment:**

- 10.1 Upon receiving the Intimation of Possession, the Allottee/s shall take possession of the said Apartment, within the period as set out therein, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter, and the Promoter shall handover possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession of the said Apartment within the time provided in Clause 9.1 then, such Allottee/s shall continue to be liable to pay maintenance charges and Other Charges, as applicable and in terms of this Agreement from the date of the from the date of expiry of 15 (fifteen) days from the date of Intimation of Possession.

- 10.2 The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purposes more particularly mentioned in the **Second Schedule**. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking vehicle.

- 10.3 If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its cost and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

- 10.4 Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/the Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. The Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoter, the defect liability shall automatically become void. The word "**Defect**" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and

tear and by negligent use of the said Apartment / the Real Estate Project by the Allottee/s or occupants thereof. It is further agreed between the Parties that:

- (i) before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Apartment / the building/wing in which the said Apartment is located and in the workmanship executed taking into consideration of the clauses of this Agreement;
- (ii) it shall be the responsibility of the Allottee/s to maintain the said Apartment and the building/wing in which the said Apartment is located, in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage;
- (iii) where the manufacturer's warranty on any product/amenity provided in the said Apartment / the Real Estate Project and/or the said Car Parking Space ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / the Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society (defined below) of the apartments / premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time;
- (iv) the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the said Apartment / Real Estate Project wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter; and
- (v) the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects.

11. **Formation of the Society:**

- 11.1 Within 3 months of 51% (fifty one percent) of the total number of apartments / premises in the Real Estate Project being allotted by the Promoter, the Promoter shall submit an application to the competent authorities to form co-operative housing

society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, or a condominium under the provisions of Maharashtra Apartment Ownership Act, 1970 and the Rules made thereunder or a company under the provisions of the Companies Act, 2013 and the Rules made thereunder, comprising the Allottee/s and other allottees of the apartments / premises in the Real Estate Project (at the sole discretion of the Promoter), read with RERA and the RERA Rules (“**the Society**”).

- 11.2 The Allottee/s shall along with other allottees of premises /apartments in the Real Estate Project comprised in the buildings forming part of the Real Estate Project, join in forming and registering the Society.
- 11.3 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter, within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. The Allottee/s shall not raise any objection to any changes or modifications (if any) are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 11.4 The name of the Society shall be solely decided by the Promoter.
- 11.5 The Society shall admit all purchasers of premises / apartment of the portions of the Real Estate Project for which it is / they are formed, as members, in accordance with law.
- 11.6 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises / apartment in the Real Estate Project, if any.
- 11.7 Post the offering to hand over the management and maintenance of the Real Estate Project to the Society by the Promoter, the Society shall be responsible for the operation and management and/or supervision of the of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee/s shall not be entitled to dissolve the Society formed by the Promoter with a view to form separate society / societies for the operation and management and/or supervision of the Real Estate Project or part thereof.
- 11.8 The Promoter shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society and the Society and/or the Allottee/s hereby agree and undertake not to raise any objection against the same.

11.9 Post hand over the management and maintenance of the Society, the Promoter shall continue to be entitled to unsold apartments / premises in the Real Estate Project and to undertake the marketing etc., in respect of such unsold apartments / premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold apartments / premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold apartments / premises).

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

12. **Transfer of the Real Estate Project to the Society:**

12.1 The Promoter shall, within 3 (three) months of registration of the Society, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said Land and the Real Estate Project ("**Society Conveyance**"). The Society shall be required to join in execution and registration of the Society Conveyance.

12.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company or Society, as aforesaid, cause to be transferred to the Federation/Apex body or Limited Company or Society all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or building is constructed.

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

12.4 Post offering to hand over the maintenance and management of the Real Estate Project, the Society shall be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project, in accordance with the

provisions of this Agreement, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard, in accordance with the provisions of this Agreement. The Promoter shall not be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project.

12.5 The general common areas and facilities of the Real Estate Project shall be handed over by the Promoter to the Society. The Society shall be entitled to undertake maintenance of the same, and the costs, charges and expenses in this regard shall be borne and paid by the Society. The Society shall enter into an inter se agreement in this regard, if required or as may be applicable.

12.6 Post execution of the Society Conveyance, the Promoter shall continue to be entitled to deal with the unsold apartments / premises in the Real Estate Project and to undertake the marketing etc. in respect of such unsold apartments / premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the said Society for the sale/allotment or transfer of the unsold apartments / premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold apartments / premises).

13. The Promoter has informed the Allottee/s that there may be common access road, streetlights, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant in the layout of the said Land and the Promoter has further informed the Allottee/s that all the expenses and charges in respect of the aforesaid amenities and conveniences may be common and the Allottee/s along with other purchasers of premises / apartments in the Real Estate Project shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of the Real Estate Project (forming part of the Other Charges) and the said Society including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises / apartments in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the said Land and/or any part thereof, to be developed/ redeveloped by the Promoter.

14. **Covenants of the Promoter and the Allottee/s:**

14.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the

concerned local authority at the time of sanctioning the plans or thereafter and shall, before offering possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

14.2 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall, subject to Force Majeure Events (defined below), abide by the time schedule for completing the said Apartment and offering the said Apartment to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments and other dues payable by him/her under this Agreement and meeting all the covenants and obligations under the Agreement.

15. **Representations and warranties of the Promoter:**

The Promoter hereby represent and warrant to the Allottee/s as follows:

15.1 The Promoter has clear and marketable title with respect to the development of the Real Estate Project; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Real Estate Project and also has the possession of the said Land for the implementation of the Real Estate Project.

15.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.

15.3 There are no encumbrances upon the Real Estate Project, or the Project except those disclosed to Allottee in the said Title Certificate as annexed hereto and marked as **Annexure "B-1"**.

15.4 There are no litigations pending before any Court of law with respect to the said Land or the Real Estate Project, except those disclosed in the said Title Certificate and on MahaRERA project webpage.

15.5 The Promoter hereby represents and warrants that all approvals, licenses, and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter have been and shall at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project.

- 15.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 15.7 The Promoter has not entered into any agreement for sale with respect to the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.
- 15.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement.
- 15.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities.
- 15.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Real Estate Project except those disclosed in the said Title Certificate.
- 15.11 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

16. **Covenants and Obligations of the Allottee/s:**

The Allottee/s or himself/themselves with intention to bind all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows:

- 16.1 To maintain the said Apartment at the Allottee/s' own cost in good and tenable repair and condition from the date of possession of the said Apartment and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

- 16.2 Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 16.3 To carry out at the Allottee/s' own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 16.4 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society.
- 16.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project and/or any part thereof and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 16.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or the Real Estate Project and/or any part thereof and the building in which the said Apartment is situated or any portion of the Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society. The wet garbage generated in the Real Estate Project and/or any part thereof

shall be treated on the same plot by the residents / occupants / allottees of the Real Estate Project.

- 16.7 Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the said Apartment is situated.
- 16.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- 16.9 To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc.
- 16.10 Not to change the user of the said Apartment without the prior written permission of the Promoter and the Society and the concerned authority.
- 16.11 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, or dispose of or alienate otherwise howsoever, the said Apartment and / or its rights, entitlements and obligations under this Agreement until the Real Estate Project is handed over by the Promoter to the Society and all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fully paid up without the prior written consent of the Promoter which may be given on such terms and conditions as the Promoter may deem fit including payment of transfer fees.
- 16.12 The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and/or any part thereof and the Apartments 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 Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Apartment in the Real Estate Project and/or any part thereof and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 16.13 The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- 16.14 The Allottee/s hereby agrees that they have understood the layout of the Real Estate Project. The Allottee/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Promoter for the allottees of the Real Estate Project, the vehicular movement and the pedestrian movement of the allottees of the Real Estate Project and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.
- 16.15 The Allottee/s shall strictly not be allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever on the façade of the Real Estate Project and/or any part thereof and / or within any portion of the said Land. This condition is binding on the Allottee/s to adhere to at all times and is a material condition to this Agreement and in the event the Allottee/s breaches the same, subject to the other rights and remedies available to the Promoter under law, the Promoter shall be entitled to terminate this Agreement.
- 16.16 The said Apartment shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees and confirms that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Apartment into a load bearing R.C.C. wall or vice versa. The Allottee/s, along with any and all purchasers of the Real Estate Project and/or any part thereof, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoter shall provide the amenities in the said Apartment as set out in **Fourth Schedule** hereto. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Apartment or in the Real Estate Project and/or any part thereof. Further, though the Promoter may have proposed to provide amenities and facilities as stated herein, the Promoter reserve the right to add, alter, amend, relocate, any or all of the proposed amenities comprised in the **Third Schedule** and the **Fourth Schedule** hereto.
- 16.17 The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the

concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.

16.18 Not to affix any fixtures or grills on the exterior of the Real Estate Project and/or any part thereof for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude the external wall of the Real Estate Project and/or any part thereof. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Apartment for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

16.19 Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project and/or any part thereof in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to have uniformity in the façade or outer look of the said Apartment / the Real Estate Project and/or any part thereof.

16.20 To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Real Estate Project and/or any part thereof and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities.

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

- 16.22 Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities.
- 16.23 The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment.
- 16.24 The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the Out Door Unit (“**ODU**”) for the said Apartment in the space allocated by the Promoter, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever.
- 16.25 Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment / the Real Estate Project and/or any part thereof in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.
- 16.26 To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and/or any part thereof and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/ the Promoter regarding the occupation and use of the said Apartment in the Real Estate Project and/or any part thereof and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.
- 16.27 Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society (post handing over management of the Real Estate Project and/or any part thereof), for the purpose of maintenance, management and up-keep of the Real Estate Project and/or any part thereof, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment.
- 16.28 The Allottee/s agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project and/or any part thereof or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.
- 16.29 The Allottee/s shall never in any manner enclose any ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, balcony, utility, dry yards, service yards

and any other areas in the Real Estate Project and/or any part thereof. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times.

16.30 The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parris or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project and/or any part thereof or do any act to affect the FSI potential of the said Land / the Larger Land.

16.31 The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.

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

16.33 The Allottee/s shall park his/her car in the said Car Parking Space/s allocated to the Allottee/s and shall not park his/her/their car at any other place.

16.34 The Allottee/s shall make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment on a daily basis.

16.35 The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

16.36 The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land / the Real Estate Project and/or any part thereof in perpetuity.

16.37 The Promoter shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the said Land is fully completed, irrespective of whether the said Land or any portion thereof is transferred to the Society.

16.38 Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause, shall amount material breach, entitling the Promoter to terminate this Agreement, at the sole discretion of the Promoter.

17. **Nominee:**

The Allottee/s hereby nominates the persons as set out in the **Second Schedule** (“**the said Nominee**”) as his / her / their / its nominee in respect of the said Apartment. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

18. **Allottees/ Loan and Mortgage:**

18.1 The Allottee/s is entitled to avail housing loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such bank/financial institution, with the prior written consent of the Promoter. The Promoter will grant their no objection to the Allottee/s availing of such loan from the bank/financial institution and mortgaging the said Apartment with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such bank/financial institution in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and such mortgage in favour of such bank/financial institution shall be subject to Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the bank/financial institution to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

18.2 It is hereby further agreed by the Allottee/s that in the event if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter, then the Allottee/s agree/s and undertake/s to pay such amounts to the Promoter, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise its rights and entitlements under this Agreement. The Allottee/s further agree/s and confirm/s that in the event the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Consideration directly to the bank account of the Promoter, based on the payment Instalments as set out herein, upon issuance of the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.

18.3 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to such loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne, incurred and paid by the Allottee/s.

18.4 The Allottee/s shall indemnify and keep indemnified and held harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Promoter may suffer due to any action that may be initiated by such bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing such loan/mortgage.

19. The Allottee/s hereby represents and warrants to the Promoter that:

19.1 he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise;

19.2 he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;

19.3 no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties;

19.4 none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc;

- 19.5 no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;
- 19.6 no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
- 19.7 he / she / they has / have not compounded payment with his / her / their / its creditors;
- 19.8 he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;
- 19.9 he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the Real Estate Project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement;
- 19.10 he/she/it has not indulged into any activity or offence relating money laundering and/or any other acts of crime and no notice has been received by or proceedings initiated against the Allottee/s under the provisions of the existing law;
- 19.11 he/she/it is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement, without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time;
- 19.12 he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided; and
- 19.13 The representations and warranties stated in this Clause 19 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties. The Promoter shall be entitled to terminate this Agreement in the event of breach of any of the provisions of this Agreement including *inter alia* the provisions of this Clause 19.

20. **Miscellaneous:**

- 20.1 It is abundantly made clear to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in

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

- 20.2 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 20.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and/or of the said Land and/or the Building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Real Estate Project is transferred to the Society and until the said Land is transferred to the Society as hereinbefore mentioned.
- 20.4 The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto and including the costs of enforcing this indemnity) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement and/or terms and conditions of various approvals and permissions obtained by Promoter in respect of the Real Estate Project; and (c) due to representations, covenants and warranties of the Allottee/s being false or untrue.

21. **Mortgage:**

21.1 The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against inter-alia the said Land or / units / apartments / premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/ financial institution/ Non-Banking Financial Institution (lenders) and without having to seek any consent from Allottee/s in any manner whatsoever, written or otherwise.

22. **Binding effect:**

22.1 Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan to the Promoter within 30 (thirty) days from the date of receipt of this Agreement by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, after deduction of the agreed amount therefrom, without any interest or compensation whatsoever.

23. **Entire Agreement:**

23.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, Reservation Form, Brochure, Expression of Interest (Eol), letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

23.2 All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout/advertisements/ advertisement hoarding, plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate

Project or the said Apartment would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

24. **Right to amend:**

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

25. **Provisions of this Agreement applicable to allottee /subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that the Allottee/s herein shall not be entitled to transfer or dispose of or alienate otherwise howsoever, the said Apartment or any part thereof and /or the rights, entitlements and obligations under this Agreement without the prior written consent of the Promoter and subject to such conditions as the Promoter may deem fit to impose and until the occupation certificate in respect of the said Premises is obtained and all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fully paid up. It is hereby further agreed by the Allottee/s that all the provisions contained herein and the obligations arising hereunder in respect of Real Estate Project and/or any part thereof shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

26. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the RERA Rules and Regulations made thereunder or under other applicable laws, 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 Act or the RERA Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **Method of calculation of proportionate share wherever referred to in the Agreement:**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment in common with other allottee/s in the Real Estate Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the other apartments in the Real Estate Project.

28. **Further Assurances:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the

provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **Place of Execution:**

29.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.

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

30. **Communication and Notices:**

30.1 That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified in the **Second Schedule**.

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

31. **Joint Allottees:**

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

32. **Stamp Duty and Registration:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

33. **Dispute Resolution:**

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

34. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts of law in Mumbai will have the jurisdiction with respect to all the matters pertaining to this Agreement.

35. **Interpretation:**

35.1 In this Agreement where the context admits:

- (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) any reference to the singular shall include the plural and vice-versa;
- (iii) any references to the masculine, the feminine and the neuter shall include each other;
- (iv) any references to a “company” shall include a body corporate;
- (v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise

stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (xi) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) references to a person (or to a word importing a person) shall be construed so as to include:
 - (a) an individual, partnership firm, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
 - (b) that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - (c) references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.

- (d) where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words; and
- (e) Any reference to “writing” excludes text messaging via mobile phone or communication over any other form of social media including WhatsApp.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Land)

All that piece and parcel of land bearing Final Plot No. 48 of Town Planning Scheme No. IV of Bandra admeasuring 925 square yards equivalent to 773.39 square meters or thereabouts and bearing CTS No. F-1048 situate on the 6th Road, Almeida Park, Bandra (West), Mumbai 400050 and bounded as follows that is to say:

By and towards the North by: 6th Road of the said scheme.
By and towards the South by: Final Plot No. 38 of the said scheme.
By and towards the East by: Final Plot No. 47 of the said scheme.
By and towards the West by: Final Plot No. 49 of the said scheme.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Sr. No.	Terms and Expressions	Particulars
1.	The said Apartment	Apartment No. [●] on the [●] floor of Wing “[●]” of the Real Estate Project.
2.	User	Residential
3.	Total Area	(a) carpet area (as per RERA) admeasuring [●] square feet equivalent to [●] square meters; and (b) additional area admeasuring [●] square feet equivalent to [●] square meters.
4.	The said Car Parking Space	[●] ([●]) car parking space/s at [●] bearing no. [●] admeasuring [●] square feet having [●] feet length x [●] feet breadth x [●] feet vertical clearance in the mechanical/ robotic parking system (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) to be allotted in terms of this agreement.

5.	The Sale Consideration	Rs. [●]/- (Rupees [●])
6.	IOA/Amended Approval	[●]
7.	CC	[●]
8.	Name of the Account for payment of Sale Consideration	Account No. : [●] Bank : [●] Branch : [●] IFSC Code : [●]
9.	Account details for payment of Other Charges	As per the invoice to be raised by the Promoter at the time of Intimation of the possession of the said Apartment.
10.	Amenities Handover Date	[●]
11.	Possession Date	[●]
12.	Real Estate Project	[●]
13.	Name, address and email of the Allottee/s for the purposes of this Agreement	Name: [●] Address: [●] Email: [●]
14.	Name, address and email of the Promoter for the purposes of this Agreement	Promoter: Gold Fusion Realty Private Limited Address:
15.	Permanent Account Number	The Promoter PAN: AAKCG8190L Allottee/s PAN: [●]
16.	Nominee Details	[●]

THE THIRD SCHEDULE HEREINABOVE REFERRED TO
(Details of the said Amenities)

A. Description of the common areas provided:

Sr.	Type of	Proposed date of	Proposed date of	Size/ area of the
-----	---------	------------------	------------------	-------------------

No.	common area provided	occupation certificate	handover for use	common areas provided

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

Sr. No.	Type of facility/ amenity provided	Phase name/ number	Proposed date of occupation certificate	Proposed date of handing over to the Society/ies/ Apex Body/s	Size/ area of the facility/ amenity	FSI Utilised 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 facility/ amenity provided	Phase name/ number	Proposed date of occupation certificate	Proposed date of handing over to the Society/ies/ Apex Body/s	Size/ area of the facility/ amenity	FSI Utilised 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 plot or 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 Society/ies/ Apex Body/s

E. Details and specifications of the lifts:

Sr. No.	Type of lift (passenger/ service/ stretcher/ goods/ fire evacuation/ any other)	Total no. Of lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO
(Details of internal amenities in the said Apartment)

[●]

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO
(Payment Schedule of the Sale Consideration)

[•]

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO
(Details of the Other Charges)

[•]

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

SIGNED AND DELIVERED by the within named)
'the Promoter' i.e. Gold Fusion Realty Private)
Limited through its Authorized Representative)

_____)

1.)

2)

SIGNED AND DELIVERED)
by the within named **Allottee/s**)

«Name1»)

«Name_2»)

through its Authorised Signatory/Partner)

Mr/Mrs [•])

in the presence of ...)

1.)

2.)

Housiey.com

RECEIPT

RECEIVED of and from the Allottee/s above named the sum of Rs. [●]/- (Rupees [●] Only) as part payment towards the Sale Consideration as follows:

Dated	Instrument No	Bank and Branch	Amount (Rs.)

WE SAY RECEIVED
For **GOLD FUSION REALTY PRIVATE LIMITED**

(_____)
Authorized Signatory

Witnesses:

- 1.
- 2.

Annexures

Annexure	Description
A-1	Plan with delineation of the said Land
A-2	Apartment/Unit Details as per Schedule-2
A-3	Additional Areas
A-4	Specification and amenities
A-5	Floor Plan
B-1	Title Certificate by Advocate along with detail Title Search Report
B-2	MahaRERA Registration Certificate
C-1	Plan depicting entry, exit points, Driveways, Pathways and Ramps etc.
C-2	Parking plan with delineation the allotted parking
D--1	Disclosed Layout
E-1	Property Card
E-2	IOA
E-3	Commencement Certificate