

## **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_ (20\_\_\_\_)

### **BY AND AMONGST**

**SOBHA LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, having its registered address at Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabisanahalli, Bellandur Post Bangalore and having CIN L45201KA1995PLC018475 by the hands of its authorized signatory, \_\_\_\_\_, duly authorised vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the “**Promoter 1**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in-interest and assigns) of the **FIRST PART**

### **AND**

**LANDMARK DEVELOPERS**, a partnership firm registered under the provisions of the India Partnership Act, 1932, bearing registration no BA-108495, having its registered office at Maruti Niwas Opp., IIT Main gate through BSNL Colony Powai Mumbai – 400076, represented by its Partners **Mr. Govind Marutirao Kakde**, aged 72 years and **Mr. Dinesh Govindrao Kakde**, aged 42 years, hereinafter referred to as the “**Promoter 2**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in-interest and permitted assigns) of the **SECOND PART**

### **AND**

#### For a Company

**[Insert name of the Allottee Company]**, a company incorporated under the provisions of the Companies Act, [1956/2013], having its registered address at **[insert address of the registered office of the Allottee company]** and having CIN **[insert CIN]** and PAN **[insert PAN details]**, by the hands of its **[director / authorized signatory]**, Mr **[●]**, duly authorised vide Board Resolution dated **[●]**, hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Third Part**

### **OR**

#### For an LLP

**[insert name of the Allottee LLP]**, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered address at **[insert address of the registered office of the Purchaser LLP]** and having LLPIN: **[insert LLPIN]** and PAN: **[insert PAN details]**, acting through its **[designated partner / authorized signatory]** **[●]**, duly authorised vide Resolution dated **[●]**, hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Third Part**

### **OR**

#### For a Partnership Firm

**Messrs [insert name of the Allottee Partnership Firm]**, a partnership firm under the provisions of the Indian Partnership Act, 1932, having its principal place of business at **[insert address]**, represented by its partner **[●]**, duly authorised vide Resolution dated **[●]**, hereinafter referred to as the “**Allottee**” (which

expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners from time to time, the last surviving partner and his / her / its heirs, executors, administrators and successors) of the **Third Part**

OR

For a Sole Proprietary Concern

**Messrs [insert name of the Allottee Sole Proprietary Concern]**, a sole proprietary concern, acting through its sole proprietor, [•], an adult, Indian Inhabitant, having [office / place of business] at [insert address], hereinafter referred to as the “**Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the heirs, executors and administrators of the sole proprietor) of the **Third Part**

OR

For an individual

[insert name of the Allottee], adult Indian inhabitant/s, having address at [insert address], hereinafter referred to as the “**Allottee**” (which expression shall mean more than one Allottee or all the Allottees, where such individuals are plural in number and shall accordingly, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **Other Part**

The expression “**Allottee**” shall, wherever there are more than one Allottees, mean all such allottees and accordingly, the singular term “Allottee” shall be read and understood to mean and include all such “Allottees”, jointly and severally.

The Promoter 1, Promoter 2 and Allottee may, wherever the context so requires or permits, hereinafter collectively be referred to as the “**Parties**”.

Promoter 1 and Promoter 2 are hereinafter collectively referred to as the “**Promoters**”.

**W H E R E A S :**

- A. The Promoter 1 is developing a project on the free sale land admeasuring about 4203 square meters (“**Project Land/Free Sale Land**”) forming part of an undivided portion of land admeasuring about **8,553.17 square meters** bearing Cadastral Survey Nos 440 (part), 645 (part), 646 (part), 647 (part), 648 (part), 649 (part), 650 (part) and 651 (part), which forms part of a larger layout of F/South Ward, Dadar Naigaon / Parel Sewree Division, Jerbai Wadia Road, Parel, Mumbai 400 015 (“**Larger Land**”), owned inter alia by the Municipal Corporation of Greater Mumbai (“**MCGM**”). The Project Land is more particularly described in the **First Schedule** hereunder written and delineated in **Red** colour boundary on the plan annexed hereto and marked as **Annexure A**.
- B. The Larger Land was encroached by various hutments/ slum dwellers / occupants who in turn constructed slum structures / huts on the Larger Land. The Larger Land is a censused slum. The slum dwellers residing on the Larger Land formed themselves into a proposed co-operative housing society by the name of **Vaibhavi Co-operative Housing Society Limited** (“**Society**”) in the year 2005.
- C. By and under a development agreement dated 23 November 2005 executed between (i) Prabhakar Vishnu Chavhan, (ii) Bhagwan Sakharam Satardekar, (iii) Mukund Madhusudan Khorjuvekar, (iv) Ravindra Gangaram Tervankar, (v) Anant Shankar Kotkar, (vi) Jayashree Anant Vankar, (vii) Chandrakant Babu Bhujbal, (viii) Suresh Babu Ghevdekar, (ix) Ratnakar V Morya, and (x) Mangla Pundalik Sawant for and on behalf of the Society (therein referred to as Society) of one part and Promoter 2 (therein referred to as Landmark) of the other part, Society appointed the Promoter 2 for implementing the slum rehabilitation Scheme on the Larger Land in terms of Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 and Regulation 33(10) read with Appendix IV of the erstwhile Development Control Regulations for Greater Mumbai, 1991 (“**DCR**”).

- D. Pursuant to the aforesaid, the Promoter 2 submitted necessary applications before Slum Rehabilitation Authority (“SRA”) for granting its approval towards proposed redevelopment of the Larger Land and rehabilitation of the slum dwellers as per Regulation 33(10) of DCR. Accordingly, SRA has granted its approval in terms of Regulation 33(10) read with Appendix IV of DCR by issuing a Letter of Intent dated 11 March 2011 bearing reference No SRA/ENG/1349/FS/ML/LOI. Subsequently, SRA granted a revised LOI dated 31 March 2016 bearing reference No SRA/ENG/12349/FS/ML/LOI in the name of the Promoter 2.
- E. The Society has been duly registered on 16 June 2011 having Registration Certificate No MUM/SRA/HSG/(TC)/11923/2011 dated 16 June 2011 issued by Assistant Registrar, Co-operative Societies, SRA, Mumbai, under the provisions of Maharashtra Co-operative Societies, Act 1960.
- F. SRA has now granted a fresh approval in terms of Regulation 33(10) of DCPR, 2034 by issuing a Revised Letter of Intent dated 16 September 2024 bearing reference No SRA/ENG/1349/FS/ML/LOI (“**Revised LOI**”), whereby SRA has given the permission to develop the Larger Land by implementing the SR Scheme thereon by *inter alia* constructing total built up area (Total BUA) admeasuring 5,47,706.94 square feet (50883.64 square meters) out of which (i) rehab built area is 2,13,910 square feet (19872.98 square metres) (**Rehab BUA**); and (ii) sale built up area is 3,33,796 square feet (31,010.66 square metres), which are to be developed in the manner and on the terms and conditions as mentioned therein. The copies of LOI dated 11 March 2011 bearing reference No SRA/ENG/1349/FS/ML/LOI, the LOI dated 31 March 2016 bearing reference No SRA/ENG/12349/FS/ML/LOI and the Revised LOI dated 16 September 2024 bearing reference No SRA/ENG/1349/FS/ML/LOI are herein collectively annexed as **Annexure B**.
- G. By and under a Joint Development Agreement dated 23 January 2025 (“**Development Agreement**”), registered with the office of the concerned Sub-Registrar of Assurances at Mumbai under serial no BBE-5/1355 of 2025 executed between the Promoter 2 (therein referred to as the Landmark) and the Promoter 1 (therein referred to as the Company), the Promoter 2 *inter alia* granted, in favour of the Promoter 1, an exclusive and irrevocable right to develop the Project Land subject to such terms and conditions as more particularly set out in the Development Agreement, including the development of the Sale BUA (*as defined therein*) in accordance with the relevant provisions of Development Control and Promotion Regulation, 2034 as amended and modified from time to time (“**DCPR**”) and other applicable laws.
- H. In pursuance of the Development Agreement, the Promoter 2 has also executed an Irrevocable General Power of Attorney dated 23 January 2025 (“**Power of Attorney**”) registered with the office of the concerned Sub-Registrar of Assurances at Mumbai under serial no BBE-5/1357 of 2025 in favour of the Promoter 1, through its partners, to do various acts, deeds, matters and things as are necessary to carry out development of the Project Land, including to execute and register this Agreement on behalf of the Promoter 2.
- I. The Power of Attorney *inter alia* includes the powers to undertake development and construction on the free sale component and sales, marketing and to enter into, execute and register Agreement for sale, in the name of the Allottee/s, on behalf of Promoter 1, in the capacity of a developer of the Project, and also in the name of and on behalf of the Promoter 2, the allotment letters, agreements for sale, sale deeds, lease deeds termination agreements etc. and to present the same and admit execution before the Sub-Registrar of Assurances for the registration of the aforesaid documents and agreements.
- J. In the above circumstances, the Promoter 1 is entitled to develop the Project Land and to sell premises constructed thereon in accordance with the DCPR as amended / replaced / substituted and amended from time to time (“**Development Control Regulations**”) and as per the development plans and construction approval duly sanctioned by the concerned governmental, municipal, local and/or other public authorities or bodies, including but not limited to **MCGM**, Maharashtra Housing and Area Development Authority (“**MHADA**”), SRA, Civil Aviation Authority, fire department, Ministry of Environment Forest and Climate Change, Maharashtra Coastal Zone Management Authority etc as applicable (collectively, “**Competent Authority**”).
- K. The Promoter 1 has specifically disclosed to, and the Allottee is aware and acknowledge that the Promoter 1 intends to develop a mixed-use project having total consumable FSI of total 3,50,000 square feet (excluding free FSI built up area, if any) comprising of approximately 3,47,000 square feet of residential and balance as commercial premises on the Project Land and presently named

as “**Sobha Inizio**” on the Project Land comprising of \_\_\_\_ basement plus ground floor for commercial premises plus \_\_\_\_ podium level floors plus \_\_\_\_ habitable Floors or more in multiple ~~tower~~—wings (“**Building/s**”) on the Project Land together with common area, infrastructure, recreational facilities, amenities, utilities, club house, swimming pool etc. (“**Project**”) as more particularly described in the **Second Schedule** hereunder written. The common area, infrastructure, recreational facilities, amenities, utilities to be provided in the Project are more particularly mentioned in **Fourth Schedule** hereunder written. The Promoter 1 has also specifically informed and disclosed to the Allottee that the location of the aforesaid amenities may be shifted or re-located within the Project Land and/or the Building/s for better planning and design of the Project.

- L. In pursuance of the aforesaid, the Promoter 1 is entitled to construct and allot, sell, transfer, retransfer, cancel, surrender, give on lease or grant on leave and license basis or give on tenancy and enter into agreements for sale or otherwise deal with in any manner whatsoever and put the Allottee in possession of residential / commercial premises along with car parking spaces in the Project to be constructed on the Project Land on ‘ownership’ basis and recover, realize and appropriate the sale proceeds, consideration or monies arising therefrom for their absolute use and benefit in the manner and upon the terms and conditions as mentioned in the Agreement.
- M. The Project known as “**[REDACTED]**” has been registered with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), as per the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) read with 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 and other rules, regulations, circulars and orders issued by MahaRERA from time to time (collectively, “**RERA Rules**”). MahaRERA has issued a Certificate of Registration dated [•] bearing Registration No [•] (“**RERA Certificate**”). A copy of the RERA Certificate issued by MahaRERA in respect of the Project is annexed hereto as **Annexure C**.
- N. The link to the details of the Project uploaded on the MahaRERA online portal is: [•].
- O. The principle and material aspects of the development of the Project Land, are briefly stated below:
- (i) The SRA has at present sanctioned the building plans for construction of the Project / Sale BUA as per the terms and conditions stipulated in the building plan / [revised building plan] dated [•] read with Commencement Certificate dated [•] bearing No [•] (collectively, “**Sanctioned Plans**”).
  - (ii) The Allottee hereby confirms of having perused the Sanctioned Plans which specifies the location of the Project on the Project Land and confirm their satisfaction to the same.
  - (iii) The promoter 1 hereby declares that as per the existing guidelines the Project / Building can generate the consumable FSI equivalent to the Free Sale BUA upto 3,50,000 square feet (excluding free FSI built up area, if any) for consumption in the construction and development of free sale component of the Building (“**Free Sale BUA**”) and the same has been disclosed by the Promoter 1 on the website of MahaRERA while registering the Project. The Allottee acknowledges and agrees that the Allottee has been duly informed and specifically disclosed by the Promoter 1 about such total construction potential of the Project Land and for construction of such additional floors on the Building by consuming additional FSI, and the Allottee has agreed to purchase the Premises (*defined below*) based on the proposed construction and sale of the Premises to be carried out by the Promoter 1 by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter 1 only.
  - (iv) Copies of Property Cards in respect of the Larger Land is annexed hereto as **Annexure D**.
- P. The Promoter 1 has availed professional services of Architects registered with the Council of Architects. The Architects has/have been appointed for specific roles and responsibilities in connection with the planning, designing, and execution of the Project. Further, the Promoter 1 has appointed a structural Engineer for the preparation of the structural design and drawings of

the buildings and details of such Architect/s and Structure Engineer have been disclosed on the MahaRERA profile of the Project. The Allottee accepts the professional supervision of the Architect and the structural Engineer till the completion of the Project. The Allottee hereby acknowledges and accepts the professional supervision and services and inspected all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter 1's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "Act") and the Rules and Regulations made thereunder.

- Q. The Promoter 2 has applied for and obtained certain approvals from the concerned local and planning authority/ies in respect of the plans, specifications, elevations, sections for the purpose of commencing development activities for the Project. The Promoter 2 shall apply for and / or obtain the remaining approvals and sanctions from the concerned authorities, including the occupancy certificate for the Premises (*defined below*).
- R. While sanctioning the Sanctioned Plans for the Project, the Competent Authority has laid down certain terms and conditions to be complied with and such authorities may further lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by Promoters while developing the Building on the Project Land and upon due observance and performance of which only the occupation and the completion certificates in respect of the Building shall be granted by the Competent Authority;
- S. On demand from the Allottee, the Promoter 2 has given inspection to the Allottee and the Allottee has obtained independent legal and technical advice with respect to this Agreement and the transaction contemplated herein with respect to the Premises, read and made enquiries thereon and is satisfied with respect to all the title documents, title certificate, revenue records, building approvals relating to the Project Land including the development right of Promoter 1 and the Promoter 2 to develop the Building / Project, and with respect to the approvals for construction of the Building including but not limited to the Sanctioned Plans, designs and specifications prepared by the Promoter 1's Architects, and of such other documents as are specified under the RERA Act and RERA Rules.
- T. The Allottee has agreed and consented to the development of the Building and has examined all documents and information uploaded by the Promoter 1 on the website of MahaRERA at <https://maharera.maharashtra.gov.in> as required by Act and RERA Rules and has understood the documents and information in all respects, and has further caused the RERA Certificate to be examined in detail by his/her/its Advocates and architectural consultants. The Allottee is satisfied with the rights of the Promoter 1 in the Project Land and the entitlement of Promoter 1 to develop the Building on the Project Land and shall not raise any claims / demands / objections in this regard.
- U. In the circumstances above, the Allottee being fully satisfied in respect of the right of the Promoters in the Project Land and the right of Promoter 1 to develop the Project Land and construct the Project, the Allottee has approached Promoter 1 and applied for purchase of Residential Apartment bearing No [●] admeasuring [●] square meters of carpet area **and exclusive area of balcony/utility area admeasuring [●] square meters** on the [●] floor of wing/tower in the Building (hereinafter referred to as the "Premises" as more particularly described in **Third Schedule** hereunder written and shown hatched in [●] colour, on the floor plan annexed hereto as **Annexure E**) to be constructed in the Project and Promoter 1 has, agreed to sell the Premises to the Allottee, with such specification as has been indicated in the **Annexure F** hereunder written for the total consideration of **INR [●]/- (Indian Rupees [●] only)** ("Sale Consideration") subject to tax deducted at source (TDS), excluding taxes (consisting of tax paid or payable by way of Goods and Service Tax ("GST"), and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, TDS and all other indirect and direct taxes, duties and impositions applicable, levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Premises, shall be borne and paid by the Allottee alone and the Promoter 1 shall not be liable to bear or pay the same or any part thereof, and on the terms and conditions hereinafter appearing.

V. Prior to the execution of these Agreement, the Allottee has been provided an Allotment Letter dated [●] (“**Allotment Letter**”) issued by the Promoter 1 in respect of the Premises, wherein the Allottee has paid to the Promoter 1 an advance sum of INR [●]/- (Indian Rupees [●]) only, being advance payment (the payment and receipt whereof the Promoter 1 doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter 1 the balance of the Sale Consideration in the manner hereinafter appearing.

W. The list of Annexures attached to this Agreement are as follows:

<b>Annexure A</b>	:	Plan demarcating the Project Land.
<b>Annexure B</b>	:	Copies of Letter of Intent dated 11 March 2011 bearing reference No SRA/ENG/1349/FS/ML/LOI, the LOI dated 31 March 2016 bearing reference No SRA/ENG/12349/FS/ML/LOI and the Revised LOI dated 16 September 2024 bearing reference No SRA/ENG/1349/FS/ML/LOI.
<b>Annexure C</b>	:	Copy of the RERA Certificate.
<b>Annexure D</b>	:	Copies of Property Cards in respect of the Larger Land.
<b>Annexure E</b>	:	Copy of floor plan.
<b>Annexure F</b>	:	List of Specifications

X. The Promoters, in compliance with its responsibilities under Section 13 of RERA, are executing and registering this Agreement for the purpose of allotting and selling the Premises (*defined hereinafter*) to the Allottee on the terms and conditions agreed to between themselves, which are set out in the manner hereinafter appearing.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Promoter 1 shall develop and construct the mixed use Project comprising of residential apartments and commercial premises, to be known as “**Sobha Inizio**” on the Project Land, as more particularly described in the Second Schedule hereunder written in accordance with the Sanctioned Plans i.e. Building Plan and the Commencement Certificate (“**C.C.**”). The Promoter 2 shall obtain further C.C. after sanction from Competent Authority in accordance with DCPR, with such variations and modifications as they may consider necessary or as may be required by the concerned authorities or government to be made in it or any of it which have been seen and agreed and accepted by the Allottee. The aforesaid C.C. shall be amended / modified from time to time basis the plans submitted by Promoter 2 and further approvals to be obtained by the Promoter 2. Subject to the receipt of approvals / sanction from the concerned authorities and obtained by Promoter 2, Promoter 1 proposes to construct not more than [●] ([●]) floors in the Building by utilizing TDR, FSI, additional FSI and fungible FSI in respect of the Project Land from time to time.

**PROVIDED THAT** Promoters will obtain the prior consent in writing of the Allottee in respect of any major variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Competent Authority, or due to any change in law, DCPR etc. Adverse effect for the purposes of this clause shall mean a change in the location, area, view or floor of the Premises within the Project. It is further clarified and disclosed by the Promoters that actual survey of the Project Land by the City Survey Office is yet to happen and pursuant to such survey there is a possibility that the extent of the Project Land may slightly reduce or increase from 4203 square meters, which the Allottee has understood and is now aware of.

2. **Purchase of the Premises and Sale Consideration:**

2.1 The Allottee hereby agrees to purchase and acquire from the Promoter 1 and Promoter 1 hereby agrees to sell to the Allottee, the Premises being Apartment No [●] admeasuring [●] square meters of carpet area on the [●] floor in the Building viz., “[●]”, as more particularly described in the **Third Schedule** and as shown hatched with [●] colour on the floor plan annexed and marked Annexure E, for a total consideration of INR [●]/- (**Indian Rupees [●] only**) (“**Sale Consideration**”) subject to TDS, excluding taxes (consisting of tax paid or payable by way of GST (CGST and SGST) and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the

- Premises and/or this Agreement). It is expressly agreed by the Allottee and the Promoters that 10% (Ten Percent) of the Sale Consideration shall be the earnest money ("**Earnest Money**"). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST (CGST and SGST), TDS and all other indirect and direct taxes, duties and impositions applicable, levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Premises, shall be borne and paid by the Allottee alone and the Promoter 1 shall not be liable to bear or pay the same or any part thereof.
- 2.2 The Promoter 1 has earmarked for the use of the Allottee, car parking space, bearing No(s) [●] admeasuring [●] square meters equivalent to [●] square feet of car parking space(s) in the / single / tandem constructed on the Building at [●] level of basement/podium level/ stack car parking having [●] feet length x [●] feet breadth x [●] feet vertical clearance equivalent to [●] square feet being constructed by the Promoter 1 on the Project Land as shown in in the sanctioned layout/ plan ("**Car Parking Space/s**"). The Car Parking Space/s is/are provided as an amenity. However, the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the Car Parking Space/s by the Promoter 1 and/or the said Organisation (*defined below*) and shall pay such outgoings in respect of the Car Parking Space/s as may be levied by the Organisation. Further, the Allottee shall not in the future raise any dispute about the suitability of the Car Parking Space/s as constructed and provided by the Promoter 1.
- 2.3 In case of any unforeseen circumstances such as technical, regulatory, or design-related issues, the Promoter 1 will be entitled to change or re-allocate the Car Parking Space/s allotted to the Allottee. The revised space shall be of equivalent type and utility, and the Allottee shall be informed in writing in advance. The Allottee agrees not to raise any dispute regarding such a change.
- 2.4 The Allottee has paid on or before execution of this agreement a sum of INR [●]/- (Indian Rupees [●]) (not exceeding 10% (Ten Percent) of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter 1 the balance amount of INR [●]/- (Indian Rupees [●]) and shall be deposited in RERA Designated Collection Bank Account No [●] \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_. In addition to the above bank account, the Promoter 1 has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No [●] and [●] respectively. The balance Sale Consideration shall be paid by the Purchaser in installments based on the progress of the construction of the Project, as set out more particularly in **Fifth Schedule**.
- 2.5 The Promoter 1 has informed the Allottee and the Allottee is aware that as per the scheme envisaged by the Promoter 1:
- 2.5.1 The Premises shall be utilized by the Allottee solely and exclusively for residential and for no other purpose and shall comply with all the terms and conditions and requirements of Competent Authority.
- 2.5.2 The Promoter 1 shall be entitled to consume the entire FSI available in respect of the Project Land and/or additional FSI / expansion of user likely to be permitted on the Project Land or TDR of any other property/s as available in any manner whatsoever as provided for in this Agreement.
- 2.5.3 Aforesaid conditions are the essence of this Agreement and only upon the Allottee agreeing to the said conditions, the Promoter 1 has agreed to sell/lease the Premises in favour of the Allottee.
- 2.6 The Allottee or the financial institution, as the case may be, shall deduct 1 % (One Percent) (being the present prevailing rate) of the Sale Consideration at the time of its payment as Income Tax to be Deducted at Source ("**TDS**") under Section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) to the Promoters in the prescribed Form 16B, within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/financial institution's notice. The credit for the TDS amount deposited by the Allottee/ financial institution will be given

- to the Allottee only upon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing on the Income Tax Department website. In the event of Allottee failing to produce the original TDS Certificates for all the payments made by the Allottee, at the time of handing over of the Premises, the Allottee will be required to deposit with Promoters such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoters to the Allottee upon handing over of the relevant TDS Certificate within 1 (one) month of the handover of the Premises to the Allottee. In case the Allottee fails to handover the relevant TDS Certificate within the stipulated period of 1 (one) month, Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee.
- 2.7 It is clarified that the Sale Consideration shall be payable by the Allottee to Promoter 1 in Bank Account No [•] maintained with [•] Branch with IFSC Code [•] (“**the said Account**”). The Allottee shall issue a separate demand draft towards payment of GST payable on the Sale Consideration in favour of Promoter 1 which may be deposited in separate account maintained by Promoter 1. The Allottee shall issue a separate demand draft or make a separate payment towards the **GST** payable on the Sale Consideration in favour of the Promoter 1. The GST amount so paid shall be deposited by the Promoter 1 into a separate account specifically maintained for collection and deposit of GST amounts, being GST Account No 407339997570, maintained with [•] Branch, having IFSC Code [•] (“**GST Account**”).
- 2.8 The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses and/or any other taxes that may be levied in future, in connection with the construction of and carrying out the development of the Project Land and/or with respect to the Premises and/or with respect to the Car Parking Space(s) and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including GST and all other 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 Premises and/or the Car Parking Space(s), shall be borne and paid by the Allottee alone and Promoter 1 shall not be liable to bear or pay the same or any part thereof.
- 2.9 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 and/or the Government from time to time. The Promoter 1 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authority etc., Promoter 1 shall enclose the notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 2.10 The Promoter 1 may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments at the rate of [•] % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision or withdrawal once granted to an Allottee by the Promoter 1. Provided further that, in the event of cancellation of this Agreement for any reason whatsoever, any rebate or discount so granted to the Allottee shall be liable to be adjusted and/or deducted by the Promoter 1 from the amounts refundable to the Allottee, and the Allottee shall have no claim in respect thereof.
- 2.11 Promoter 1 shall send to the Allottee, intimations / demand notes, demanding payments of the relevant amounts under this Agreement or installments of the Sale Consideration from the Allottee as and when the same fall due as stated hereinabove and the Allottee shall pay such amounts by issuing the cheque/bankers cheque / pay order / demand draft / NEFT / RTGS instructions, in the name of Promoter 1. Such installments shall be payable by the Allottee strictly within the period mentioned in such intimations / demand notes. The Allottee hereby covenant/s with Promoter 1 that the Allottee shall duly and punctually pay the amounts due and payable along with all indirect taxes / levies including GST within the time and in the manner stipulated in the intimation / demand notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract.

- 2.12 If the Allottee in order to augment the resources in its hands and for the purpose of payment of Sale Consideration to Promoter 1 under this Agreement intends to seek loan from any financial institutions / banks, etc. against the security of the Premises, then in such a case the Allottee shall be required to obtain on the letterhead of the respective financial institutions / bank's, etc. the loan / pre-sanction loan letter and only against which Promoter 1 may issue its no-objection certificate to create a mortgage over the Premises in favour of the lender. Further when such financial institution / bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the cheque/bankers cheque / pay order / demand draft / NEFT / RTGS instructions, in the name of Promoter 1 and in the event such financial institution / bank, etc. issues bankers cheque / pay order / demand draft of loan amount or installment/s in any other name or account, then such financial institution / bank, etc. shall do so at their own risk and Promoter shall not be liable for any cost and consequences arising therefrom and in such event the Allottee shall not be absolved of payment of Sale Consideration and consequences for non-payment / default in payment shall be followed. It is clarified that irrespective of the fact whether the Allottee has obtained sanction of housing loan / finance from his/her/their financial institution in respect of the Premises, in the event of any delay in disbursement or failure in payment / disbursement of the balance Sale Consideration / instalment and/or interest payable by the Allottee to Promoter 1 under these presents for any reason or cause whatsoever, the Allottee alone shall personally be liable or responsible to pay the amount of instalment/s with interest (if so delayed in payment of the instalment amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amount by bankers / financial institution. The Allottee shall pay such amount/s so due and payable to Promoter 1 from his/her/their own resources. In the event of delay or default in payment of any one or more instalments on being payable under these presents, by the Allottee and/or his/her/their banker/financial institution, the Allottee personally shall be liable to pay such amount of interest as otherwise Promoter 1 is entitled and empowered to cancel the allotment of the Premises and terminate this Agreement as provided in this Agreement. The bank / financial institution shall not claim any equity or otherwise against the Promoter 1. It is further clarified that on Promoter 1 cancelling the allotment of the Premises and terminating this Agreement, Promoters shall, after deducting liquidated damages as per Clause 8.2.5 herein below, first offer the balance amount to the bank / financial institutions who have disbursed the amount from the sanctioned limit and refund the same to such bank / financial institutions against return of the original of this Agreement duly cancelled and against execution and registration of deed of cancellation / re-conveyance of mortgage / necessary writings / documents by the Allottee and the balance, if any, of such amount shall be refunded to the Allottee.
- 2.13 If any of the payment instruments or any other payment instructions of / by the Allottee is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 8.2.5 below and Promoter 1 may at its option be entitled to exercise the recourse available hereunder. Further, Promoter 1 may, at its sole discretion, without prejudice to its other rights, charge dishonour charges of INR [●]/- (Indian Rupees [●]) for dishonour of payment cheques / instructions upon first instance and for second instance the same would be INR [●]/- (Indian Rupees [●]) in addition to the rate of interest calculated at Interest Rate (*defined in Clause 4 below*) for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.
- 2.14 The Promoter 1 shall confirm the final carpet area of the Premises after construction of the Project is complete and the occupancy certificate is granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated upon confirmation by the Promoter 1. In the event if there is any variation in carpet area, within the defined limit then only recourse available will be a pro-rata adjustment in the installment/s of the Sale Consideration payable / paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. If there is any increase in the carpet area allotted to the Allottee, the Allottee shall be liable to pay additional amounts to the Promoter 1 basis the per square meter rate.
- 2.15 In case a higher floor is provided to the Allottee, and due to regulatory constraints or directions of MCGM or any other Competent Authority, the Promoter 1 is not permitted to construct and/or develop such floor, then the Allottee agrees to get an allotment of Premises in the lower

- sanctioned floor and undertakes not to raise any dispute or objection with the Promoter 1.
- 2.16 The Allottee is aware that as per present statute, GST is levied / applicable on the Sale Consideration payable hereunder and consequently the amount of each installment payable by the Allottee to the Promoter 1 in respect of this transaction shall proportionately increase to the extent of the liability of such GST. The Allottee hereby undertake(s) to pay the amount of GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of GST by the Allottee to Promoter 1, the Allottee shall be liable to pay interest as per Clause 4 below on all delayed payments from the due date till the date of payment thereof. Promoter 1 shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST along with interest applicable thereon and the Allottee shall be deemed to have committed default in payment of amount due to Promoter 1 hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of change / amendment in the present statute or laws, rules, regulations and policies or enactment of new legislation or new laws by the Central and/or State Government any other taxes become payable hereafter on the amounts payable by the Allottee to Promoter 1 in respect of this transaction and/or the amount of aforesaid taxes is increased on account of revision by authorities, the Allottee shall be solely and exclusively liable to bear and pay the same and the Allottee do and doth hereby agrees and undertakes to indemnify and keep indemnified Promoter 1 and their successors-in-title and assigns in respect thereof.
- 2.17 The Allottee authorizes the Promoter 1 to adjust / appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter 1 may, in its sole discretion, deem fit and the Allottee undertakes not to object / demand / direct the Promoter 1 to adjust his/her /their/its payments in any manner. The rights of the Promoter 1 under this clause are without prejudice to the rights and remedies of the Promoter 1 under this Agreement and at law in case of the breach by the Allottee of any term of this Agreement.
3. Time is of the essence for Promoter 1 as well as the Allottee. Promoter 1 shall abide by the time schedule for completing the construction of the Premises and handing over the Premises to the Allottee after receiving the part occupation certificate / full occupation certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter 1 as provided in clause 2.1 herein above.
4. Without prejudice to the right of the Promoter 1 to take action for breach arising out of delay in payment of the installments of the Sale Consideration on the due dates, the Allottee shall be liable to pay interest as mentioned in Rule 18 of 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 (“**Interest Rate**”), on all the amounts which become due and payable by the Allottee to the Promoter 1 from the due date of payment till the date of actual payment.
5. **FSI**
- 5.1 Further, Promoters shall not be required to obtain the permission of the Allottee in the following events except as required under the provisions of RERA Act and RERA Rules:
- 5.1.1 For carrying out any minor additions or alterations to the Premises or the Car Parking Space/s by following due procedure of law.
- 5.1.2 For carrying out any addition or alterations in compliance of any directions or order issued by the Competent Authority or statutory authority under any applicable law.
- 5.1.3 The aforesaid development potential / FSI of the Project Land may increase during the course of development and Promoters shall be entitled to all such increments and accretions, without seeking any consent from the Allottee.
- 5.1.4 Deciding on the number of floors to be developed upto [•] ([•]) floors of the Project.

5.2 The Promoter 1 shall have an unrestricted right to develop additional phases or projects on the Project Land using residual FSI of the Land, TDR, or other development rights, or utilization of FSI of the land underneath the Building. The Allottee acknowledges and agrees that no prior permission from the Allottee shall be required for such proposed development or utilization of additional / balance FSI.

## 6. Compliance of Laws Relating to Remittances

6.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment, permissions, if any, for acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter 1 with such permission, approvals which would enable Promoter 1 to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

6.2 The Allottee hereby confirms that all payments made or to be made to the Promoter 1 towards the Sale Consideration shall be through Cheque/Demand Draft/Pay Order/Online Bank Transfer/RBI authorised payment gateways and from the legitimate sources and in compliance with the applicable laws, including but not limited to the provisions of the Income Tax Act, 1961, the Prevention of Money Laundering Act, 2002 and other relevant regulations. The Allottee further affirms that no part of the payment constitutes unaccounted money, proceeds of crime, or is derived from any illegal or unlawful activity. The Promoter 1 shall not be liable in any manner whatsoever for any consequences arising due to violation of this clause by the Allottee. The Allottee shall at all times keep the Promoter 1, its director's, employees and agents fully indemnified against any loss, claim or damage that may be caused, or any legal action (including expenses for any legal action) that may be taken against the Promoter 1, its directors, employees and agents for accepting any payment to the Allottee. The Allottee hereby confirm that in the event the payments made by him/her or any part thereof is found to be proceeds of crime, then in such an event the Promoter 1 shall be at liberty to cancel the allotment, without issuing any notice regarding the same to the Allottee.

6.3 Save and except in the case of any bank/financial institution/non-banking financial company/other lending institution/lending entity with whom any agreement has been separately executed for financing the purchase of Premises, if any, the Promoter 1 shall not accept any payments on behalf of the Allottee(s) from a third party, unless the same is accompanied with a no-objection certificate from such third party as per the approved format of the Premises, failing which Promoter 1 may in its sole discretion reject the same and return the said payment to the said third party. The Promoter 1 shall not be responsible towards any third-party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the Premises applied for herein in any way and the Promoter 1 shall be issuing the payment receipts in favour of the Allottee only.

7. It is agreed that the information, specifications, amenities, layout, pictures etc. shown / contained in the brochure/s and/or in the sample show unit, and/or any advertising material (in all forms of media, including its website virtual walkthrough video, demonstration drone) shown to Allottee, if any, are artistic impression and may slightly vary at the time of actual construction.

## 8. Possession Date, Delays and Termination:

8.1 Promoter 1 shall handover possession of the Premises together with Car Parking Space/s to the Allottee on or before [●] with a grace period of 12 (twelve) months ("Possession Date"). Provided however, that Promoter 1 shall be entitled to an extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Project is delayed on account of Force Majeure Events including any of the following factors /events ("Force Majeure Events"):

- 8.1.1 War, civil commotion, or Act of God.
- 8.1.2 Any notice, order, rule, notification of the Government and/or other public or Competent Authority / Court.
- 8.2 If Promoter 1 fails to abide by the time schedule for completing the Project and for handing over the Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8.1 above), then:
- 8.2.1 The Allottee shall be entitled to terminate this Agreement by giving 90 (Ninety) days written notice to the Promoter 1 by courier / e-mail / registered post A.D. at the address provided by the Promoter 1 ("**Allottee's Termination Notice**"). On the expiry of the period of Allottee's Termination Notice, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of expiry of the Allottee's Termination Notice by the Promoter 1, the Promoters shall refund to the Allottee the amounts already received under this Agreement with interest at Interest Rate to be computed from the date the Promoters receive such amount / part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid provided a valid Deed of Cancellation in respect of the Premises is duly executed and registered by the Parties, within 30 (thirty) days from the date of Allottee's Termination Notice hereto to give effect to the above termination before making any refund. In the event the Allottee has availed a loan facility from a bank / financial institution for purchasing the Premises, the Promoters shall first refund the amounts payable to the Allottee hereunder to his/her/their bank / financial institution only after execution and registration of a Deed of Cancellation being executed between the Promoters and the Allottee, and refund the balance amounts to the Allottee. On such repayment of the amounts by the Promoters (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever against the Promoters and/or the Premises and/or the Car Parking Space(s) and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter 1 shall be entitled to deal with and/or dispose of the Premises and/or the Car Parking Space(s) in the manner it deems fit and proper. It is clarified that the liability of Promoter 1 shall be limited to the payment of interest as specified under RERA Act and RERA Rules and shall exclude any indirect, consequential, or punitive damages and the Promoter 1 shall not be liable to refund the GST, or any other similar taxes, stamp duty and brokerage fee to the Allottee.
- 8.2.2 In case of delay in handing over the possession of the Premises by the Possession Date (save and except for the reasons as stated in Clause 8.1 above) and if the Allottee does not intend to withdraw from Project, then the Promoter 1 shall be liable to pay interest at the Interest Rate for every month of delay from the Possession Date subject to force majeure event, on the part of the Sale Consideration paid by the Allottee till the Possession Date. The interest at Interest Rate shall be paid by the Promoter 1 to the Allottee till the date on which the Promoter 1 offers to hand over possession of the Premises to the Allottee.
- 8.2.3 In case the Allottee elects his remedy under Sub-Clause 8.2.2 above then in such a case the Allottee agrees not to claim the remedy under Sub-Clause 8.2.1 above.
- 8.2.4 If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter 1 interest at the Interest Rate as mentioned in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- 8.2.5 Without prejudice to the right of the Promoter 1 to charge interest at the Interest Rate mentioned at Clause 4 above, and any other rights and remedies available to the Promoter 1, the Promoter 1 shall (a) on the Allottee committing any default of payment on the due date of any amount due and payable by the Allottee to the Promoter 1 under this Agreement (including his / her / their / its proportionate share of taxes levied by the concerned Competent Authority and other outgoings); and/or (b) the Allottee committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Promoter 1 shall be entitled, at its own option and discretion, to terminate this

Agreement. Provided that, the Promoter 1 shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter 1 within the period mentioned in the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice period, the Promoter 1 shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter's Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee. Upon issuance of Promoter's Termination Notice, this Agreement shall stand terminated and cancelled and the Promoter 1 shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimated liquidated damages plus any losses that may accrue to the Promoter 1, by reason of such termination including (i) brokerage fees; (ii) GST, all other taxes and outgoings, if any due and payable in respect of the Premises up to the date of Promoter's Termination Notice; (iii) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter's Termination Notice as aforesaid and the Promoters shall refund the balance amount, if any, to the Allottee within a period of 30 (thirty) days of the Promoter's Termination Notice, simultaneously, the Allottee executing and registering the Deed of Cancellation of this Agreement (within 15 (fifteen) days from the date of Promoter's Termination Notice) and the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. In the event the Allottee has availed a loan facility from a bank / financial institution for purchasing the Premises, the Promoters shall first refund the amounts payable to the Allottee hereunder to his/her/their bank / financial institution and refund the balance amounts to the Allottee. The Promoters shall not be liable to refund the amount of GST already paid by the Allottee for purchase of the Premises. Provided further that, in the event the Allottee fails, neglects, or refuses to appear for execution and registration of the Deed of Cancellation within the stipulated 15-day period of Default Notice, the Promoters shall be entitled to proceed with the process of unilateral execution and registration of Deed of Cancellation of this Agreement pursuant to which or simultaneously with, the Promoters shall refund (after deducting applicable charges as mentioned in this Clause 8.2.5 as well as the stamp duty and registration charges on such Deed of Cancellation) the Consideration paid by the Allottee in this Agreement. In the event the Allottee continues to fail, neglect, or refuse to execute and register the Deed of Cancellation beyond the aforesaid period, the Promoter 1 shall be entitled to levy and recover from the Allottee an additional penalty at the rate of INR[•] per day (or such other rate as may be determined by the Promoter 1) from the expiry of the said 15-day period until the date on which the Deed of Cancellation is duly executed and registered. On the termination of this Agreement in the manner as stated in this sub-clause, the Allottee shall have no claim of any nature whatsoever on the Promoter 1 and/or the Premises and/or the Car Parking Space(s), save and except for the amounts payable as stated aforesaid and the Promoter 1 shall be entitled to deal with and/or dispose of or alienate the Premises and the Car Parking Space in the manner as the Promoter 1 may deem fit without any reference or recourse to the Allottee and the refund by the Promoter 1 to the Allottee and/or the bank / financial institution (as the case may be) will also be in final settlement of the amount payable by the Promoter 1 to the Allottee and the Allottee shall be deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Premises. Further, upon termination of this Agreement, the Promoter 1 shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government charges such as GST or other similar taxes, stamp duty, registration fees and the same is hereby expressly waived by the Allottees etc.

9. **Procedure For Taking Possession:**

- 9.1 Upon obtaining the part / full occupation certificate from the MCGM/competent authority (subject to the payment made by the Allottee as per this Agreement) by Promoter 2, Promoter 1 shall issue a Final Payment Request Letter and an offer of possession of the Premises to the Allottee in writing ("**Possession Notice**"). The Promoter 1 shall issue the Possession Notice to the Allottee within 7 (seven) days, or within such other period as may be feasible, of receiving

- the occupation certificate. The Allottee agrees to pay the maintenance charges as determined by the Promoter 1 or the Organisation, as the case may be from the date of receipt of the Possession Notice.
- 9.2 The Allottee shall take possession of the Premises within 15 (fifteen) days of the Possession Notice.
- 9.3 Upon receiving the Possession Notice from the Promoter 1 as per Clause 9.1 above, the Allottee shall take possession of the Premises from the Promoter 1 by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter 1, and the Promoter 1 shall give possession of the Premises to the Allottee. Irrespective of whether the Allottee takes possession of the Premises within the time provided in Clause 9.2 above, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter 1. **If the Allottee fails to take possession of the Premises from the date of Possession Notice by the Promoter 1, the Allottee shall be liable to pay holding charges at [●] per square feet of carpet area of the Premises per month until possession is taken.**
- 9.4 From the date of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the Premises, of outgoings in respect of the Project Land, the Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Competent Authority and/or government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and/or the Project. Until handing over the Building to the said Organisation, the Allottee shall pay to the Promoter 1 such proportionate share of outgoings as may be determined by the Promoter 1 at its sole discretion, and thereafter, as shall be determined by the said Organisation in accordance with its bye laws and resolutions. Such share of outgoings shall be payable by the Allottee within 7 (seven) days from the demand made by the Promoter 1 in that regard. The Allottee further agrees that till the Allottee's share is so determined by the Promoter 1, the Allottee shall pay to the Promoter 1 a provisional monthly contribution of INR [●]/- (Indian Rupees [●]) per month towards the outgoings, which amount is subject to change at the sole discretion of the Promoter 1. The amounts so paid by the Allottee to the Promoter 1 shall not carry any interest and shall remain with the Promoter 1 until the conveyance / assignment of the Building / structure is executed by the Promoter 2 in favour of the said Organisation and the balance amount lying with the Promoter after incurring all the requisite expenses shall be transferred to the said Organisation.
- 9.5 Notwithstanding anything contained stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc., will always be on the Allottee of the Premises and persons claiming from them from time to time and if for any reason whatsoever the aforesaid taxes, outgoings, other charges etc. are paid or become payable by then, in such circumstances Promoter 1 herein shall be entitled to recover the same from the Allottee along with interests. The Promoter 1 shall have a lien on the Premises for the unpaid taxes, outgoings, other charges etc. till such time unpaid amounts are paid along with interest in full by the Allottee. It is further specifically agreed that aforesaid shall be a first charge on the Premises in favour of the Promoter 1.
10. **Defect Liability**
- 10.1 If within a period of 5 (five) years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter 1 any structural defect in the Premises or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by Promoter 1 at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from Promoter 1, compensation for such defect in the manner as provided under the RERA Act. **It is clarified that Promoter 1 shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee (including the Allottee appointing vendors/contractors) and / or any other allottees in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Building.**

10.2 Provided however, that the Allottee shall not carry out any alterations of any nature whatsoever in the Premises and in specific the structure of the Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections, electrical fittings, switches, change in location of Western Commode, washbasin in kitchen or washroom or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Furthermore, the Promoter 1 shall not be liable for any damages, defects, or issues arising from such unauthorized alterations made by the Allottee. The Promoter 1 shall not be liable for any defect liability (i) arising from alterations or tampering of a premises that results in damage to the entire / part of Building or affects other allottees due to the actions of a particular allottee or (ii) if any interior fit-out work is not undertaken by the Allottee in accordance with the Fit-Out Manual / Guidelines as mentioned in clause 25 of this Agreement. If any of such works are carried out without the written consent of Promoter 1, the defect liability shall automatically become inoperative, and Promoter 1 shall not be liable for rectifying any defaults or pay any compensation. The word 'defect' here means only the workmanship defect/s caused on account of willful negligence on part of Promoter 1, and shall not mean defect/s caused by normal wear and tear and by negligent use of the Premises by the Allottee, vagaries of nature etc.

10.3 Without prejudice to the restrictions set forth in Clause 10.2 above, the Allottee expressly agrees and undertakes not to engage in any activity, installation, or modification that may compromise the structural stability or design integrity of the Building or Premises. This includes, without limitation:

10.3.1 Fixing of grills or metal frameworks on windows, balconies, or external facades;

10.3.2 Enclosing, extending, or otherwise altering balconies, terraces, or open areas;

10.3.3 Installation of advertisement boards by the Allottee;

10.3.4 Unauthorized use or encroachment of common areas; or

10.3.5 Any action or installation that may result in structural damage, seepage, or compromise to the safety of the Building or adjoining units.

In the event of any such activity being carried out by the Allottee, whether directly or through third parties: The Allottee shall be liable to pay a penalty of [•]/- (Indian Rupees[•]), in addition to the actual costs incurred by the Promoter 1 for repair, restoration, or mitigation of the resulting damage; The Promoter 1 shall bear no liability whatsoever under the defect liability clause or any other provision of this Agreement in relation to such damage;

10.4 The Allottee shall indemnify and keep the Promoter 1 fully indemnified against any claims, losses, or legal consequences arising due to unauthorized actions as per Clause 10.2 above. It is hereby clarified that any such structural impact or damage caused by the Allottee shall not be treated as a 'defect' for the purpose of this Agreement and shall fall entirely outside the scope of the Promoter's obligations.

10.5 It shall be the responsibility of the Allottee to maintain the Premises in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his/her/their unit are regularly filled with white cement/epoxy to prevent water seepage.

10.6 Further, where the manufacturer warranty as shown by Promoter 1 to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Premises, and if the annual maintenance contracts are not executed/renewed by the Allottee, Promoter 1 shall not be responsible for any defects occurring due to the same.

10.7 The Building as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings if any 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 common amenities wherever applicable.

## 11. Force Majeure Events

11.1 Force Majeure Events means the events which are beyond the control of the Promoter 1 and adversely affecting the construction and development of the Project and shall include (i) War, flood, fire, cyclone, earthquake, civil commotion, pandemic, epidemic or any other calamity caused by nature or any other Act of God, (ii) Any notice, order of the Government and/or other public or Competent or Statutory Authority/Court/Tribunal on the Project without any default on the part of the Promoter 1/Promoter 2, (iii) strikes and lock-outs, change in law, the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority which has a substantial impact on the real estate industry as a whole in Mumbai or that prevents or restricts the Promoter 1 from complying with any or all the terms and conditions as agreed in this Agreement and (iv) delay in the grant of completion/occupation certificate by the government and/or any other public or competent authority

## 12. Use of Premises and Car Parking

12.1 The Allottee, shall use the Premises or any part thereof or permit the same to be used only for purposes, as specified in the Allotment Letter as per Applicable Laws.

12.2 The Allottee shall use the Car Parking Space/s only for the purpose of their own four wheeler vehicle/s, and not for storage, business, or any other non-parking usage.

## 13. Common Areas /Restricted Common Areas including Terrace

13.1 The Promoter 1 has informed the Allottee that they may earmark certain spaces in the Project including portion/s of the terrace of the Building for exclusive use by Allottee of residential premises in the Project (as limited common amenities) and the Allottee agrees not to raise an objection or dispute the same. The Allottee acknowledges that the terrace on the top of the Building shall be used in common.

## 14. Formation of Organization and Conveyance of Title

14.1 The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter 1 may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter 1 within seven days of the same being forwarded by the Promoter 1 to the Allottee, so as to enable the Promoter 1 to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

14.2 The aforesaid provisions are as per Model Agreement for Sale as required by MahaRERA, however, for the better clarity and understanding of the provisions, notwithstanding anything contained hereinabove it is agreed between the parties as follows;

14.3 The Promoter 2 shall form an organisation of persons who will be purchasing premises in the Project, which organisation may, at the discretion of Promoter 1 and Promoter 2, either be a co-operative society, a condominium, a limited company or any other form of association under the applicable laws and SRA Act ("**Organisation**"). The Promoter 2 shall also form a separate Organisation specifically for the Allottees of commercial premises. The Promoter 2 shall not convey or transfer the commercial premises to the Organisation to be formed for the residential premises as agreed in this Agreement. The Promoter 1 shall be entitled to either retain the commercial premises with itself or convey the same to a separate organisation or entity of commercial premises, as it may deem fit. It is expressly agreed that the commercial premises shall not form part of, or be managed by, the Organisation to be formed under this Agreement for the residential premises.

14.4 The Promoter 2 shall, in accordance with Applicable Laws and Maharashtra Slum (Improvement, Removal and Redevelopment) Act, 1971 ("**SRA Act**"), cause SRA to grant a lease (for such term

- and renewal thereof, as prescribed under the Applicable Laws and SRA Act) of the Project Land and common areas to the Organisation and Promoter 2 shall be solely responsible and liable for effecting such lease in favour of the Organisation free from all encumbrances.
- 14.5 The Allottee shall, along with allottees of other premises in the Project, join in the formation and registration of the Organisation. The Allottee agrees to from time to time, sign and execute all such applications, memoranda, letters, documents and other papers and writings including bye-laws/rules and regulations as may be necessary for the purpose of establishing and registering the Organisation.
- 14.6 The unsold premises and other portion/s of the Project shall at all times be and remain the absolute property of the Promoter 1 and/or Promoter 2, as the case may be, who will become a member of the Organisation in respect of such unsold portions or premises in the Project. The Promoter 1 and/or Promoter 2, as the case may be, shall be entitled to deal with or dispose of such premises or portions of the Project for such consideration and on such terms and conditions, as it may at its discretion deem fit.
- 14.7 Upon completion of full construction of 1 (one) year of the Project, the Promoter 1 shall handover the maintenance of the Project to the Organisation and the Organisation alone shall be liable to manage, maintain and supervise the affairs of the Project. It is clarified that the Organisation shall be liable to bear and pay all outgoings in respect of the Land and Project, including property taxes, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, service charges of any contractors and service providers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Project.
- 14.8 The Promoter 1 and Promoter 2 shall, within 3 (three) months from the date of the issuance of full occupancy certificate for the entire Project convey and transfer to the Organisation all the right, title and the interest of the Project/ structure of the Building or wing in which the Premises is situated, except the proportionate rights of the Promoter 1/Promoter 2 with respect to the unsold premises or other portion/s of the Project, which the Promoter 1 continues to be the owner of.
- 14.9 The Promoter 2 shall subject to appropriate approvals of SRA and/or any other competent authority, within 3 (three) months from the date of the issuance of full occupancy certificate for the entire Project, convey and transfer to the Organisation all the rights, title and the interest of the Promoter 2 in the Project Land on which the building is constructed.
- 14.10 The Project shall always be known as “Sobha Inizio”, and the Organisation shall always be known by such name as suggested by the Promoter 1 and approved by the concerned Authorities.
- 14.11 All costs, charges and expenses, including stamp duty, registration charges, legal fees etc, for formation and registration of the Organisation as well as conveyance of the title of the Promoter 2 to the Organisation shall be borne and paid by the Organisation / its members.
- 14.12 All amounts paid by the Allottee to Promoter 1 on account of outgoings, advance municipal taxes, advance maintenance charges etc shall be spent by the Promoter 1 for the purposes for which the same are collected and the balance amount shall be transferred to the Organisation simultaneously against registration of the definitive documents for transfer of title of the Promoter 2 to the Organisation.
- 14.13 Till the entire development of the Project Land to its full development potential has been completed in all respects, the Allottee or the Organisation shall not interfere in any manner in any work of development or construction and the Promoter 1 alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee shall have no right or interest in the enjoyment and control of the Promoter 1 in this regard and the Allottee shall not hinder or obstruct the Promoter 1 in this regard or in the exercise by the Promoter 1 of their aforesaid rights. The purchasers of all unsold units in the Project shall be admitted to the Organisation.
- 14.14 The Allottee shall, before taking possession of the Premises in accordance with **Clause 9 above**, deposit the following amounts with Promoter 1:

- (a) INR [●]/- (Indian Rupees [●]) for the entrance fee of the Organisation.
- (b) INR [●]/- (Indian Rupees [●]) for the proportionate share of outgoings (towards property tax) and other charges/levies in respect of the Premises.
- (c) INR [●]/- (Indian Rupees [●]) as deposit towards the provisional monthly contribution towards outgoings of the Organisation for 12 (twelve) months at the rate of INR [●]/- (Indian Rupees [●]) per month.
- (d) INR [●]/- (Indian Rupees [●]) for the towards deposit/charges for water, electricity, and other utility and services connection/infrastructure.
- (e) INR [●]/- (Indian Rupees [●]) towards one time utility and amenity charges.
- (f) INR [●]/- (Indian Rupees [●]) per square feet towards fit-out deposit.
- (g) INR [●]/- (Indian Rupees [●]) for the deposits of electrical receiving and sub-station provided/to be provided in the plan of the Project Land.

14.15 Unless otherwise stated herein, the above amounts are non-refundable, and no accounts or statements will be provided by Promoter 1 to the Allottee in respect of the aforesaid amounts deposited by the Allottee with Promoter 1. The Allottee agrees to make the above payments to the Promoter 1 without any claims in future.

14.16 The amounts as mentioned in this Clause 14.14 shall be deposited by Promoter 1 in a separate bank account in respect of the sums received from the Allottee as advance or deposit, sums received for the promotion of the Organisation or towards the outgoings and legal charges.

#### 15. Representations and Warranties of the Promoters

The Promoter 1 and the Promoter 2 hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and the Title Certificate:

- 15.1 The title in respect of the Project Land is with MCGM, and the Promoter 2 has requisite approvals granted by the Competent Authority to carry out development upon the Project Land in accordance with the terms of the Development Agreement.
- 15.2 The Promoter 2 has lawful rights and requisite approvals from the Competent Authority to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- 15.3 There are no encumbrances upon the Project Land or the Building.
- 15.4 There are no litigations pending before any Court of law with respect to the Project Land or the Building.
- 15.5 All approvals, licenses and permits issued by the Competent Authority with respect to the Project and Project Land 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 Authority with respect to the Project and Project Land shall be obtained by following due process of law and the Promoter 1 and the Promoter 2 have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building and Project Land.
- 15.6 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- 15.7 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Premises, which will, in any manner, affect the rights of the Allottee under this Agreement.
- 15.8 The Promoters confirm that they are not restricted in any manner whatsoever from selling the

Premises to the Allottee in the manner contemplated in this Agreement.

- 15.9 The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority.
- 15.10 The Promoter 1 shall be entitled to transfer and/or assign the benefit of additional FSI/TDR or any other rights of the Project Land to any third party and/or to allow any third parties to use and/or consume TDR or any other benefits or advantages of any other properties, on the Project Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
- 15.11 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 Promoter 1 and the Promoter 2 in respect of the Project Land and/or the Building.
- 15.12 The Promoter 1 and the Promoter 2 hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Competent Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned Competent Authority, occupancy and/or completion certificates in respect of the Premises.

## 16. COVENANTS

- 16.1 The Allottee, with the intention to bring all the persons into whosoever's hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter 1 and the Promoter 2 as follows:
- 16.2 The Allottee has gone through the title documents, Title Certificate, revenue records, building approvals pertaining to the Project Land / Project. The rights and entitlements of the Allottee hereunder are subject to the terms and conditions, if any, contained in the title documents pertaining to the Project Land and bound by the terms and conditions, stipulations laid down by Competent Authority, as also in this Agreement and the fit out manual / guidelines and the rules and regulations and bye-laws of the Organisation.
- 16.3 To maintain the Premises at the Allottee's own cost (to be borne and paid by the Allottee) in good and tenantable repair and condition from the date on which the possession of the Premises is given and shall not do or suffer to be done anything in or to the Building with common amenities which may be against the applicable rules, regulations or bye-laws or change / alter or make any addition in or to the Building and the Premises itself or any part thereof, without the consent of the local authorities and Promoter 1;
- 16.4 Not to store in the Premises 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 Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building in which the Premises is situated and in case any damage is caused to the Building in which the Premises is situated or the Premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach;
- 16.5 To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee) all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter 1 to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Premises is situated or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned Competent Authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned Competent Authority and/or other governmental

authority.

- 16.6 Not to demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and the outside colour scheme of the Building in which the Premises is situated and the Allottee shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular so as to support, shelter and protect the other parts of the Building in which the Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, purlins or other structural members in the Premises, without the prior written permission of Promoter 1 and/or the Organisation.
- 16.7 Not to do or permit any act or thing which may render void or make voidable any insurance of the Project Land and/or the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 16.8 Not to do or permit anything in the Building, the staircase of the Building, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or bye laws / memorandum or articles of the Organisation to be framed by the Organisation from time to time.
- 16.9 Not to enclose the passages, if any, forming part of the Premises.
- 16.10 Not cause any nuisance, hindrance, disturbance and annoyance to other allottee of premises in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties.
- 16.11 Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Building in any manner whatsoever.
- 16.12 Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Premises / the Project in any manner whatsoever.
- 16.13 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Project Land and/or the Building or any part thereof.
- 16.14 The Allottee must pay the Promoter 1 within 15 (fifteen) days of a written demand raised by the Promoter 1, his share of security deposit demanded by the concerned Competent Authority or utility or service provider in connection with the Project.
- 16.15 Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, installments of the Sale Consideration, as required to be paid under this Agreement.
- 16.16 Not to change the user of the Premises without the prior written permission of Promoter 1 /or and the Organisation and/or the concerned Competent Authority.
- 16.17 The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest in the Premises or benefit factor of this Agreement or dispose of or alienate otherwise howsoever, the Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the entire Sale Consideration and all other amounts payable by the Allottee to Promoter 1 under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee is desirous of transferring the Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter 1. The Promoter 1 also reserves a right of first refusal and offer to buy back the Premises from the Allottee.
- 16.18 In the event the Allottee intends to sell, transfer, or otherwise dispose of the Premises or any part thereof before execution of the conveyance deed, the Allottee shall first offer the same to the Promoter 1 in writing on the same terms proposed to any third party. The Promoter 1 shall

- have 15 (fifteen) days from receipt of such offer to exercise its right of first refusal. If the Promoter 1 does not respond within this period, the Allottee may proceed with the proposed transfer, subject to full payment of all dues under this Agreement, prior written consent of the Promoter 1, and applicable transfer charges.
- 16.19 The Allottee is not entitled to transfer/resale of the Premises for the period of 1 (One) year from the date of booking date and date of payment of 30% (Thirty Percent) of the consideration under this Agreement. That the Allottee shall not be entitled to transfer/resale the rights under this Agreement without the prior written permission of the Promoter 1 and till such time as the payments under this Agreement due are paid and subject to payment of transfer fee of INR [•]/- (Indian Rupees [•]) per square feet on the carpet area of the Premises. In case of any transfer within the family member an amount of INR [•]/- (Indian Rupees [•]) as transfer fee shall be applicable. For the purpose of this clause the family members shall mean father, mother, husband, wife, son, daughter, brother, sister and daughter in law (son's wife). It is explicitly made clear that the Promoter 1 is not obligated to give their consent for any Assignment/Transfer by the Allottee as this contract is exclusive in nature. It is also agreed that in the event the Promoter 1 gives consent for assignment of Allottee's interest in this Agreement, the Assignee/s shall comply with all the terms and conditions on which the Allottee is/are required to comply and Promoter 1 shall be entitled to charge INR [•]/- (Indian Rupees[•]) per square feet of area of the Premises as their Administrative Charges/Transfer fee for giving such consent. Allottee shall also be liable to bear all the third party cost and expenses including stamp duty and registration charges with respect to the aforesaid Assignment/Transfer.
- 16.20 The Allottee shall observe and perform all the rules and regulations which the Organisation may adopt and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Building and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned Competent Authority and of the government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organisation regarding the occupancy and use of the Premises and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement.
- 16.21 The Allottee shall permit the Promoter 1 and its surveyors and agents, with or without workmen and others, at all reasonable times (with prior notice of 48 hours and without any notice in case of an emergency, major leakage or fire incident), to enter into and upon the Premises, or any part thereof, to view and examine the state and condition thereof as well as carry out work that the Promoter 1 may find necessary.
- 16.22 The Allottee shall not at any time do any work in the Premises, which would jeopardize the soundness or safety of the Building or prejudicially affect the same.
- 16.23 To use the passenger lifts in the Building for the period and in accordance with the rules and regulations framed by Promoter 1 or the Organisation, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building including the Premises.
- 16.24 To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep Promoter 1 indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on Promoter 1 by reason of non-payment non-observance and/or non-performance thereof.
- 16.25 Promoter 1 shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the Building but the Allottee will pay all such charges without any dispute and as may be determined by Promoter 1 and/or the Organisation.
- 16.26 All the common areas including the open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for

- the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the Building for any other purpose including storage nor for use by servants or staff at any time.
- 16.27 The Allottee shall not display at any place in the Premises/the Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Building and/or the Project Land or common areas therein or in any other place or on the window, doors and corridors of the Building.
- 16.28 The Allottee shall not keep or let loose the pets, if any, outside the Premises. The Allottee shall take extra care that the pet, if any, owned by him/her does not create any nuisance or disturbance to neighbours and other residents of the Building/Project. The Allottee shall also ensure that his/her pet does not defecate in the common areas of the Project. The Allottee shall also not feed the stray dogs inside or around the Project.
- 16.29 Neither the Allottee nor the Organisation, shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to Promoter 1 under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of Promoter 1 as mentioned herein, and the Allottee and the Organisation, shall be bound and liable to render to Promoter 1, all necessary assistance and co-operation, to enable it to exercise and avail the same.
- 16.30 In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the Premises or any portion of the Building or any structure, facility or amenity on the Project Land, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from Promoter 1, the Organisation and/or the concerned government, local or public bodies or authorities in that regard. In the event any loss is caused due to such unauthorized construction / modification to the other premises or other allottees in the Building then the Allottee shall solely bear all such loss and damage and the Promoter 1 shall not be liable to the Allottee during the defect liability period.
- 16.31 The Allottee shall indemnify and keep indemnifying Promoter 1 towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- 16.32 Not to cover or enclose in any manner whatsoever, verandah, duct area, balcony, open passage, car parking space/s, or other open space forming a part or appurtenant to the Premises without the prior written permission of Promoter 1.
- 16.33 The Allottee hereby agrees to abide by the terms and conditions of occupation certificate granted by the Competent Authority and on breach of the same the Allottee shall remain solely responsible for the same.
- 16.34 The Allottee shall not dispute or object to any shifting of Amenities / Equipment / Machinery by the Promoter 1 within the Project Land.
- 16.35 The Promoter 1 shall have unqualified and unfettered rights to (i) sell / assign / sub lease / license other units in the Project; (ii) sell/allot car-parking spaces; (iii) sell / allot the areas within and outside the Building and/or the Project Land for putting up / installing signage, V-Sat and/or other antenna and air condition chiller plants; (iv) grant the right to put up hoarding; (v) install relay station for cellular telecommunication, radio pager, satellite and communication towers etc.; and/or (vi) grant long leases in respect of other units and areas in the Project or dispose of the same in any manner as we may deem fit and proper.
- 16.36 The Allottee agrees and acknowledges that certain portions of the basement or podium of the Project, may be reserved and used by the Promoter 1 and/or the Organisation for the purpose of facilitating the effective operation, maintenance and management of the Project. Such areas may be allocated, on a non-exclusive and non-transferable basis, to third-party service providers (such

- as facility management agencies, security services, housekeeping vendors, or utility operators) engaged for the overall upkeep and functioning of the Project. The Allottee shall not object to or interfere with such usage.
- 16.37 The Allottee shall be a member of the Clubhouse provided/to be provided and this membership can be used by themselves and their family members only.
- 16.38 That the Allottee shall pay subscription, maintenance and administrative charges of the Clubhouse and its amenities as prescribed by the Promoter 1 or the agency, if any, appointed by the Promoter 1 or Organisation, either on monthly or on annual basis. The Allottee shall not at any time claim ownership on the Clubhouse and swimming pool or any other amenities to be used in common.
- 16.39 That the Allottee, on selling the Premises, will no longer continue to be the member of the Clubhouse and other common amenities and facilities and will not be entitled to the facility of the Clubhouse and that membership shall stand transferred to the new owner of the Premises.
- 16.40 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.
17. There shall be a separate RERA agreement for sale of commercial space to be made available separately.
18. The Allottee shall be bound by the rules, regulations and byelaws framed by the Promoter 1 for using the Clubhouse and other amenities and facilities in the Project. Apart from the rules and regulations that would be formulated by the Promoter 1 and or the operator of the Clubhouse, the fundamental use of the Club shall be in the manner set out below:
- 18.1.1 In the event the Premises is purchased by a partnership firm, then a partner or any authorized representative of the said partnership firm occupying the Premises would be entitled to use the Club on payment of the subscription/maintenance charges, if any.
- 18.1.2 In the event the Premises purchased by a public limited or a private limited company, any person occupying as the authorized occupier on behalf of the said company shall be entitled to the use of the Clubhouse on payment of the subscription/maintenance charges if any.
- 18.1.3 In the event of inheritance, the person inheriting and occupying the Premises shall be entitled to membership of the Clubhouse on payment of subscription/maintenance charges if any as fixed by the Promoter 1.
- 18.1.4 In any other case like tenancy, lease, license etc., the occupier of the Premises alone will be entitled to the use the Club on payment of the subscription/maintenance charges if any as fixed by the Promoter 1.
19. Notwithstanding anything contained in Clause 16.36, Allottees of commercial space/units shall not be entitled to use those amenities, including the Clubhouse and swimming pool, which are specifically earmarked and reserved exclusively for the use of allottees of residential apartments.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Premises or the Project Land and/or the Building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of Promoter 1 as hereinbefore mentioned until the execution and registration of the transfer documents in respect of the Project Land.
21. **Promoters shall not mortgage or create a charge:**
- After the Promoters execute this Agreement, it shall not mortgage or create a charge on the

Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the Premises.

**22. Mortgage / Financial Assistance:**

22.1 Subject to terms and conditions of these presents, the Allottee has permitted Promoter 1 to raise construction loan, project finance loan, loan by creating a mortgage, charge, lien, hypothecation, any kind of encumbrance and security interest over the Project Land and/or the Building and/or other constructed units / premises in the Building (save and except the Premises), underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from bank / financial institution / non-banking financial corporation (“Lenders”) and without having to seek further consent from Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

22.2 The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage / facility shall be of the Promoter 1, and the Promoter 1 has also assured and undertaken to the Allottee that they shall pay the loan amount together with interest / penalty to the Lenders by instalment and/or as may be demanded by the Lenders from time to time.

**23. Maintenance of the Premises and the common areas and amenities of the Project and Maintenance Deposit:**

23.1 The Promoters shall be responsible to provide and maintain the common areas, common amenities and essential services in the Project for 1 (one) year from the date of the Project being ready for occupation / on receipt of occupation / partial certificate or taking over of the maintenance of the project by the Association of the Allottees whichever is earlier.

23.1.1 Maintenance Deposit: The Allottee shall pay maintenance deposit calculated at INR [●]/- (Indian Rupees [●]) per square feet of carpet area of the Premises or (Indian Rupees [●]) (“Maintenance Deposit”) as demanded in the Final Request Payment Letter. The Maintenance Deposit will be retained by the Developer and the interest at the rate prevailing from time to time of a standard Nationalized Bank will be considered as interest earned on the maintenance deposit. The interest accrued and credited on the Maintenance Deposit shall, in addition to Advance Maintenance Charges, be used for common area and common amenities maintenance expenses including repairs of capital equipment, AMC and up-keep and indirect expenses, service charges etc. In case the interest so earned is inadequate, the Promoter 1 shall call for shortfall amount from the Allottee to meet the maintenance expenses and the Allottee shall pay the same as and when demanded. In the event of there being any delay in payment of the said demand, the Allottee shall be liable to pay interest at 18% (Eighteen Percent) per annum. Further the Promoter 1 shall be entitled to adjust, the principal amount of the Maintenance Deposit against such defaults in the payment of maintenance bills, electricity bills and other charges, dues etc.

23.1.2 Advance Maintenance Charges: The Allottee is liable to pay the proportionate monthly maintenance charges for which he/she shall pay Advance Maintenance Charges as indicated in the Final Payment Request Letter which will be utilized for meeting the common maintenance, repairs and up-keep including indirect expenses and facility maintenance service charges as stated hereunder. The Advance Maintenance charges paid by Allottee will be Interest Free. In case the advance maintenance charges is inadequate to meet the monthly maintenances expenses, the Promoter 1 shall have the rights to adjust such deficit from and out of the Maintenance Deposit to recover the maintenance charges dues along with applicable tax and statutory compliance.

23.2 The maintenance charges shall be calculated at the projected/actual maintenance cost plus 15% (Fifteen Percent) as overhead charge. The Allottee shall also bear all applicable taxes, cess, charges, statutory levies, etc. payable to the Government Authorities on account of the

maintenance service provided by the promotor or its agency.

23.3 That the Allottee shall also pay subscription, maintenance and administrative charges of the Clubhouse and its amenities as demanded by the Promoter 1 or the Organisation either on monthly or on annual basis. The Allottee shall not at any time claim individual ownership on the Clubhouse and Swimming Pools.

23.4 The Allottee shall, from the date of the Premises being ready for occupation/offer of possession, whether possession of the same is taken or not, shall pay the proportionate share of all outgoings and maintenance charges and general common expenses.

#### 24. Facility Management Company / Facility managed by Promoter

24.1 By executing this Agreement, the Allottee agree/s and covenant/s to the appointment by the Promoter 1 (as they may in their discretion deem fit) of any agency, firm, corporate body, organization, Organisation or any other person ("**Facility Management Company**") to manage and maintain the Project Land, the Building. For this purpose, the Facility Management Company shall be entitled to collect outgoings / provisional charges from the allottees of the premises in the Building as it may deem fit.

24.2 It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee and/or the Organisation for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such management, maintenance and operation of the Building.

24.3 The Allottee hereby agree/s to pay the fees as may be determined by the Promoter 1 / Facility Management Company for the purpose mentioned in Clause 24.1 above.

24.4 The Allottee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter 1 / Facility Management Company, for the purpose of framing rules for (i) management, maintenance and operation of the Building; (ii) use of premises by the assignees / occupants; and (c) for ensuring safety and security of the Allottee / occupants and the Building. The Allottee hereby agree/s and confirm/s not to raise any disputes in the future against the Promoter 1 / Facility Management Company in this regard.

#### 25. Interior works to be carried out by the Allottee in accordance with building fit-out guidelines:

25.1 The Allottee agrees and undertakes that the Allottee shall carry out any fit-out / interior work in the Premises strictly in accordance with the rules and regulations framed by the Competent Authority and Promoter 1 ("**Fit-Out Manual/Guidelines**") and without causing any disturbance to the other allottee of premises in the Building, within \_\_\_\_ days ("**Fit-Out Period**").

25.2 The Allottee shall take a NOC from the Promoter 1/Facility Management Company before starting the fit-out/interior work and pay a sum of [•] INR [•] /- by way of Interest Free Refundable Security Deposit ("**IFRSD**") prior to commencement of the Fit-Out Period. The Promoter 1 shall retain the IFRSD throughout the term of the Fit-Out Period and upon completion of Fit-Out Period shall subject to Clause 25.3 below refund the IFRSD within a period of [•] days.

25.3 Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Premises or the Building, Promoter 1 shall be entitled to call upon the Allottee to rectify the same and to restore the Premises and/or the Building to its original condition within 30 (thirty) days from the date of intimation by Promoter 1 in that behalf. If the Allottee does not rectify the breach within such period of 30 (thirty) days, Promoter 1 may carry out necessary rectification / restoration to the Premises or the Building (on behalf of the Allottee) and all such costs/ charges and expenses shall be deducted by the Promoter 1 from the IFRSD. In case of cost of rectification of breach exceeds the IFRSD the same may be incurred by the Promoter 1 and if incurred by the Promoter 1, the same shall be reimbursed by the Allottee to the Promoter 1. If the Allottee fails to reimburse to Promoter 1 any such costs / charges and expenses within 7 (seven) days of demand by Promoter 1, the same would be deemed to be a charge on the Premises. The Allottee hereby indemnify/ies and agree/s to always keep saved,

harmless and indemnified, Promoter 1 (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against Promoter 1 or which Promoter 1 may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Premises or the Building; and (ii) for all costs and expenses incurred by Promoter 1 for instituting any legal proceedings for recovery of such costs / charges and expenses incurred by it for rectification/ restoration to the Premises or the Building.

25.4 The Allottee agree/s that breach of the Fit-out Manual may entail breach of the Sanctioned Plans and permission granted by Competent Authority. In the event of such breach the Promoter 1 shall levy a penalty of [•] INR [•] /- on the Allottee and the Allottee shall be liable to pay the penalty within a period of [•] days from demand thereof.

25.5 Any time before the transfer or after the transfer of the Project by Promoter 1 in favour of the Organisation, Promoter 1, their engineers, workmen, labourers, architects, sales person, marketing persons and such other person as may be sent by Promoter 1 shall be allowed to enter upon the Premises/ Building by the Allottee without notice, for the purpose of rectifying any defect or damage to the Building or if necessary, to any part of the Premises provided the Premises are restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee or his/her/ Promoter 1 agents and the Allottee shall reimburse and/or pay to Promoter 1 or any other person the loss or damage suffered by them on account of the act of the Allottee or his agents. The Promoter 1 shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of such entry to the Premises. If the Premises are closed and in the opinion of Promoter 1 any rectification or restoration is necessary in the interest of the Building and/or allottees therein, the Allottee consent/s to Promoter 1 to break open the lock on the main door/entrance of the Premises and Promoter 1 shall not be liable for any loss, theft or inconvenience caused to the Allottee on account of such entry into the Premises.

26. **Nominee of the Allottee:**

The Allottee hereby nominate/s [•] being the person identified hereinafter (“**said Nominee**”) as his/her/their nominee in respect of the Premises and the Car Parking Space/s. In the event of death of the Allottee prior to taking possession of the Premises and the Car Parking Space/s, the said Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the Premises and the Car Parking Space/s, and shall be liable and responsible to perform the same, including that of payment of the balance consideration if any, along with all other charges as shall be payable under this Agreement, on or before the due dates thereof. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee in writing and the last of such nominations shall be taken into consideration by the Promoter 1. The Promoter 1 shall not be bound to acknowledge any nomination if not filed in writing with the Promoter 1 in the manner as herein mentioned. The Promoter 1 shall only recognize the said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter 1 in writing) and deal with him/her/them in all matters pertaining to the Premises and the Car Parking Spaces, till the time the necessary legal heirship certificate / probate / letters of administration has been obtained by any legal heirs and/or representatives of the Allottee. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The said Nominee shall always abide by, observe and perform the terms and conditions of this Agreement.

27. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan in Fifth Schedule, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appear/s for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be

treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount but after deducting 10% (Ten Percent) of the total consideration along with applicable taxes and brokerage, shall be returned to the Allottee without any interest or compensation whatsoever.

28. **Entire Agreement:**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, Allotment Letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the Premises.

29. **Right to Amend**

This Agreement executed between the Promoters and the Allottee, may only be amended through written consent of the Parties.

30. **Provisions of this Agreement applicable to the Allottee/ subsequent Allottee:**

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

31. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

32. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee, the same shall be in proportion to the carpet area of the Building to the total carpet area of all the other residential premises/units/ areas/ spaces (excluding the commercial spaces) in the Building.

33. **Further Assurances:**

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

34. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by Promoters through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Parties. After the Agreement is duly executed by the Allottee and Promoters or simultaneously with the execution thereof, this Agreement shall be registered at the office of the Sub-Registrar of Assurances.

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

36. All notices to be served upon the Allottee, the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D or notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

**Name of the Allottee**

.....  
.....,  
.....,  
.....

**SOBHA LIMITED**

.....  
.....,  
.....,  
.....

**LANDMARK DEVELOPERS**

.....  
.....,  
.....,  
.....

It shall be the duty of the Allottee and the Promoter 1/Promoter 2 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Parties, as the case may be.

37. **Joint Allottee:**

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

38. **Stamp Duty and Registration Charges:**

The charges towards stamp duty fees, registration charges of this Agreement, Deed of Cancellation and Assignment Deed, if any, as well as miscellaneous and legal charges shall be borne and paid by the Allottee alone.

39. At the time of registration of conveyance of the structure of the Building or wing of the Building, the Allottee shall pay to the Promoter 1, the Allottee share of stamp duty and registration

charges payable, by the Organisation on such conveyance or any document or instrument of transfer in respect of the structure of the Building. At the time of execution of the conveyance deed of the Building to the Organisation, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas and amenities of the structure to the Organisation along with the transfer/assignment of lease by the Promoter 2 in favour of the Organisation;

40. **Dispute Resolution:**

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

41. **Governing Law:**

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

42. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent Account No
Promoter 1:	
Promoter 2:	
Allottee:	

43. It is agreed between the Parties hereto that all the recitals, schedules and annexures of this Agreement shall form an integral part of the operative portion of this Agreement and shall be deemed to be incorporated in the operative part also as if the same were set out hereunder and reproduced verbatim. The headings given in the operative section of this Agreement are only for convenience.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Description of the Project Land)*

All that piece and parcel of free sale land admeasuring about 4203 square meters forming part of an undivided portion of land admeasuring about 8,553.17 square meters bearing Cadastral Survey Nos 440 (part), 645 (Part), 646 (Part), 647 (Part), 648 (Part), 649 (Part), 650 (Part) and 651 forming part of larger layout of F/South Ward, Dadar Naigaon and Parel Sewree Division, Jerbai Wadia Road, Parel, Mumbai and bounded as follows:

On or towards the East : Christian Cemetery;  
On or towards the West : Crescent Bay and Star and Dimple Apartment (CHS);  
On or towards the North : J.W. Road;  
On or towards the South : Crescent Bay.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(Description of the Project)*

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Description of the Premises)*

Residential Premises No [•] admeasuring [•] square meters of carpet area and exclusive area of balcony/utility area admeasuring [•] square meters on the [•] floor in the Building known as “[•]” on the Project Land more particularly described in the First Schedule hereinabove written along with car parking space(s) in the /single/tandem constructed on the Building bearing No [•] admeasuring [•] square feet having [•] square feet length x [•] ft. breadth x [•] ft. vertical clearance.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**AMENITIES**

**A.) Description of the common areas provided:**

Sr. no.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
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i.	Staircases			
ii.	Lifts and lobbies			
iii.	Fire escapes			
iv.	Common entrances, exits of buildings, and Security Cabins			

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

Sr. no.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Multi-purpose hall					
ii.	Badminton Court					
iii.	Indoor games					
iv.	Gym / Yoga / Aerobics					
v.	Swimming Pool					

Note – This list of amenities are indicative and would be subjective to minor modifications .

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

Sr. no	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Playground	NA	NA	NA	NA	NA
ii.	Courtyard					
iii.	Outdoor Fitness Corner					

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

Sr. no	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Activity Lawn	NA	NA	NA	NA

**E.) Details and specifications of the lifts:**

Sr. no.	Type 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)
i.	15 Pax. Passenger Lifts	6		
ii.	20 Pax Fire Lifts	2		
iii.	10 Pax Passenger Lifts from Basement till Podium.	1		

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
*(Payment Milestone)*

Sr. No.	Particulars	Percentage
1.	Application Amount in ₹	5% of Basic Value (A)
2.	Payable within 30 Days from Application Date in ₹	5% of Basic Value (A)
3.	Payable within 90 Days from Application Date in ₹	5% of Basic Value (A)
4.	Payable within 120 Days from Application Date in ₹	5% of Basic Value (A)
5.	Payable within 180 Days from Application Date in ₹	5% of Basic Value (A)
6.	BSP Payable on completion of Foundation Works in ₹	5%
7.	BSP Payable on completion of Basement 3 Roof Slab in ₹	5%
8.	BSP Payable on completion of Basement 1/Ground Floor Roof Slab in ₹	5%
9.	BSP Payable on completion of Stilt Floor 5 Roof Slab in ₹	5%
10.	BSP Payable on completion of Stilt Floor 8 Roof Slab in ₹	5%
11.	BSP Payable on completion of Fifteenth Floor Roof Slab in ₹	5%
12.	BSP Payable on completion of Twenty Fifth Floor Roof Slab in ₹	5%
13.	BSP Payable on completion of Thirty Fifth Floor Roof Slab in ₹	5%

14.	BSP Payable on completion of Fourty Fifth Floor Roof Slab in ₹	5%
15.	BSP Payable on completion of Fifty Fifth Floor Roof Slab in ₹	5%
16.	BSP Payable on completion of Terrace Slab in ₹	5%
17.	BSP Payable on completion of Internal Wall Skim Coat in the Apartments Excl Balconies, Utilities, Common Area, Shafts, Ducts etc. in ₹	5%
18.	BSP Payable on completion of Internal Flooring in the Apartments Excl Balconies, Utilities, Common Area, Shafts, Ducts etc. in ₹	10%
19.	On Final Payment Request in ₹	5 % of Basic Value (A) and Deposits (B)
	<b>Total:</b>	<b>100%</b>

**Note:** The payment milestone as mentioned above for the purpose of this RERA draft is merely indicative and is subject to change on the case to case basis as mutually agreed with different allottees at the time of booking/allotment of the Apartment.

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**SIGNED AND DELIVERED** )  
by the withinnamed Promoter 1 )  
**SOBHA LIMITED** )  
by the hands of its authorised signatory )  
[●] )

In the presence of:

1.

2.

**SIGNED AND DELIVERED** )  
by the withinnamed Promoter 2 )  
**M/S LANDMARK DEVELOPERS** )  
by the hands of its authorised signatory )  
[●] )

In the presence of:

1.

2.

**SIGNED AND DELIVERED** )  
by the withinnamed Allottee )  
[insert name of the Allottee] )  
)

In the presence of:

1.

2.





**Annexure A**

**Annexure B**

**Annexure C**

**Annexure D**

**Annexure E**

**Annexure F**

**Note:** This draft is for residential apartments. For commercial space, the term residential shall be replaced with commercial in the draft and other related change. The draft for commercial space can be downloaded from \_\_\_\_\_ on the RERA website page of the Project.

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