

**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2025;

**BETWEEN**

**M/S. SWASTIK REALTORS**, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 and having its registered office at 312, Swastik Disa Corporate Park, LBS Marg, Ghatkopar (West), Mumbai 400 086, through its Partner [●], hereinafter referred to as “**Swastik/Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**.

**AND**

Mr./Ms./Mrs. \_\_\_\_\_ Son/Daughter/Wife  
of Mr./Ms./Mrs. \_\_\_\_\_ having  
PAN \_\_\_\_\_, adult, Indian Inhabitant, residing at  
\_\_\_\_\_  
\_\_\_\_\_ [For Individual];

**OR**

M/s. \_\_\_\_\_, a proprietorship concern through its sole proprietor Mr./Ms./Mrs. \_\_\_\_\_ adult, Indian Inhabitant having PAN \_\_\_\_\_ and having its office at \_\_\_\_\_  
\_\_\_\_\_ [For Proprietorship Concern];

**OR**

\_\_\_\_\_ HUF through its Karta Mr. \_\_\_\_\_  
adult, Indian Inhabitant having PAN \_\_\_\_\_ and having its office at \_\_\_\_\_ for  
self and as Karta and manager of his joint and undivided Hindu family. [For HUF];

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OR

M/s. \_\_\_\_\_, a partnership firm duly registered under the Indian Partnership Act, 1932 having PAN \_\_\_\_\_ and \_\_\_\_\_ having its registered office at \_\_\_\_\_ acting through its partner/s Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ authorized by a resolution / power of attorney dated \_\_\_\_\_. *[For Partnership Firm]*  
*[Note: Copy of the Partnership Deed and resolution/authorization signed and certified by the all partners should be submitted.]*

OR

\_\_\_\_\_ Limited / Private Limited, a Company incorporated under the Companies Act, 1956 and deemed to be registered under Companies Act, 2013 or Companies Act, 2013, having CIN \_\_\_\_\_ and PAN \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and acting through its directors Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ / duly authorized signatory Mr./Ms./Mrs. \_\_\_\_\_ authorized by Board resolution dated \_\_\_\_\_. *[For Company]* *[Note: Certified true copy of Board Resolution authorizing execution of this Agreement along with a certified true copy of Memorandum & Articles of Association should be submitted.]*

OR

\_\_\_\_\_ LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008, having its office at: \_\_\_\_\_ through its designated partners (1) \_\_\_\_\_ and (2) \_\_\_\_\_, authorized by a resolution / power of attorney dated \_\_\_\_\_. *[For LLP]* *[Note: Copy of the LLP Deed and Certified true copy of Resolution authorizing (a) execution of this Agreement by all the partners should be submitted.]*

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hereinafter referred to as the said “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of (a) individuals, his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns; (b) proprietorship concern, sole proprietor’s heirs, executors, administrators, legal representatives and permitted assigns; (c) partnership firm, the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor of partners, legal representatives and permitted assigns; (d) HUF, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns and (e) Company and/or LLP, its successors and permitted assigns) of the **OTHER PART**;

The Promoter and the Allottee are hereinafter for the sake of brevity individually referred to as “**Party**” and collectively and jointly referred to as the “**Parties**”.

**WHEREAS:**

- A. By and under a Development Agreement dated 10<sup>th</sup> April 2023 executed by and between the Revati Co-operative Housing Society Limited (“**Society**”) (therein referred to as the Society of the First Part), 70 (Seventy) members bearing 72 flats of the Society (therein referred to as the Members of the Second Part) and the Promoter herein, (therein referred to as the Developer of the Third Part) and duly registered with the Sub-Registrar of Assurances, Kurla-2 under Serial No. 9707/2023, the Society granted to the Promoter the redevelopment rights in respect of all that piece and parcel of land admeasuring 3208.50 sq. mtrs. (as per the Property Card) and admeasuring 3229.93 sq. mtrs. or thereabouts (as per title documents), bearing CTS Nos. 858 and 858/1 to 24 (“**said Land**”), together with 3 (three) buildings standing thereon viz. Gita Sadan, Rama Sadan, and Uma Sadan all being multi-storeyed structures comprising of ground + 2 (two) upper floors (“**said Buildings/Earlier Buildings**”) and situated at Central Avenue Road (M.D.S. Marg), Chembur ,Mumbai – 400 071, Village Chembur and in the Registration Sub-District of Kurla and Mumbai Suburban District (the said Land and the said Buildings more particularly described in the **First Schedule** hereunder written shall hereinafter collectively referred to as “**said Property**”), on a principal-to-principal basis and upon the terms and conditions mentioned therein;
- B. By and under a Power of Attorney dated 29<sup>th</sup> May 2023 and registered with the office of the Sub-Registrar of Assurances, Kurla-2 under Serial No. 9708/2023, the Society nominated, constituted and appointed (i) Mr. Kamlesh Vagrecha and (ii) Mr. Arvind Shah, Partners of Swastik Realtors, jointly and severally, as their Constituted Attorneys to do the acts, deeds, matters and things as described therein in respect of the said Property;

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- C. The Promoter is now desirous of redeveloping the said Property by constructing on the said Land multi-storied building/s comprising of one (“**said New Building/s**”), in respect whereof i.e. the plans, specifications, elevations, sections and other details for the New Building/s are duly approved and sanctioned by the concerned authority and the Brihanmumbai Municipal Corporation (“**BMC**”) has issued Intimation of Disapproval dated 17<sup>th</sup> April 2025 bearing No. P-20434/2024/(858 AND OTHER)M/W WARD/CHEMBUR-W/IOD/1/NEW (“**IOD**”) and Commencement Certificate dated [●] bearing No. [●] (“**CC**”) in respect thereof. Copy of the aforesaid IOD, CC and sanctioned plans are annexed hereto and marked as **ANNEXURE – B, ANNEXURE – C and ANNEXURE – D** respectively. For the purpose of this Agreement, the building known as “Swastik Revanta” and forming part of the New Building/s, shall be hereinafter referred to as the “**said Project**” and the redevelopment of the New Building/s shall hereinafter be referred to as the “**said Redevelopment**”;
- D. The Promoter has registered the said Redevelopment under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”). The RERA Authority has granted the Registration Certificate with respect to the said Project bearing RERA registration no. [●] (“**RERA Certificate**”). Hereto annexed and marked as **ANNEXURE - E** is the RERA Registration Certificate issued by the RERA Authority in respect of the said Redevelopment;
- E. The Promoter has accordingly commenced construction of the said Project in accordance with the sanctioned plans, approvals and permissions granted by BMC and other competent planning authorities;
- F. The details pertaining to the ownership rights of the Society to the said Property and the rights/entitlement of the Promoter towards the same are detailed in the Title Certificate dated [●] issued by Lexicon Law Partners, Advocates and Solicitors (hereinafter referred to as the “**Title Certificate**”). A copy of the aforesaid Title Certificate is annexed hereto as **ANNEXURE - F**;
- G. The principal and material aspects of the development of the said Land/said Redevelopment are briefly stated below:
- (i) The New Building/s known as “**Swastik Revanta**” shall comprise of stilt plus G + 1 commercial +3 Podiums + 9 residential upper habitable floors, being a composite building of mixed use i.e. residential and commercial;
  - (ii) FSI of [●] square meters has presently been sanctioned for consumption on 10900 square meters;
  - (iii) The common areas, facilities and amenities of the said Land, which shall be

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used by all the flat/s Allottee/s / occupants of the units/premises of the said New Building/s and by the members of the said Society are more particularly set out in the **Third Schedule** hereunder written ("**Layout Common Area and Amenities**");

- (iv) The common areas, facilities and amenities of the said New Building/s, which shall be used by all the flat/s Allottee/s / occupants of the said Project viz. by the purchasers of flats/units/premises in the said New Building/s are more particularly set out in the **Fourth Schedule** hereunder written ("**New Buildings Common Area and Amenities**");
- (v) The Promoter shall be entitled to put signage / boards to reflect the name of "[•]" (and/or any brand name the Promoter is permitted to use or as desired by Promoter), in the form of neon signs, MS letters, vinyl, LED screens & sun boards on the said Project and on the facade, terrace, compound wall or other part of the said Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites, at its sole discretion.
- (vi) The Promoter shall be entitled to designate any spaces/areas in the said Project and/or the said Redevelopment or any part thereof (including on the terrace Common area / Podium and basement levels of the buildings therein) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of the premises in the said Project and/or the said Redevelopment. Such designation by the Promoter whether on lease, leave and license basis or such other method as the Promoter may deem fit, shall be executed by the Promoter with such third-party utility service provider in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, /Chimney/ ODU units towers) in respect of the utility services may be laid/provided in the manner the Promoter may require and may be utilized in common including by allottees of premises in the said Project/said Redevelopment as the case may be. The Promoter and the workmen/agents/contractors/employees and any third-party contractors of the Project shall be entitled to access and service such infrastructure and utility over the said Project and/or the said Redevelopment;

H. The Allottee/s has/have demanded inspection from the Promoter and the Promoter, upon such demand being made by the Allottee/s, have given inspection to the Allottee/s of all documents of title relating *inter-alia* to the said Land and also the plans, designs and specifications prepared by the Promoter’s Architects for the Project, the

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Title Certificate, revenue records and all other title documents as specified under the Act and RERA Rules and the Promoter has provided inspection of all the documents and records in respect of the said Project as demanded by the Allottee/s;

- I. The Allottee/s has/have also independently investigated and are fully satisfied with the title of the Promoter to develop the said Land. The Allottee/s being fully satisfied in respect of title of the Promoter to develop the said Land, has/have approached the Promoter and requested the Promoter to sell to him/her/them a residential premises/shop/unit bearing No. [●] admeasuring [●] square feet RERA carpet area + Balcony area equivalent to total area \_\_\_\_\_ on the [●] floor ("**Flat/Unit**") with internal specifications listed in "**ANNEXURE – [●]**" annexed and marked hereto of building known as "**Swastik Revanta**" viz. said New Building/s, being/ constructed on the said Land along with [●] car parking spaces which are more particularly described in the **Second Schedule** hereunder ("**Car Parking Spaces**"). The Flat/Unit and the Car Parking Space shall hereinafter collectively be referred to as "**the said Premises**", which are more particularly described in the **Second Schedule** hereunder written to be constructed/being constructed on the said Land. The Allottee/s has agreed to purchase and the Promoter has agreed to sell the Flat/Unit at and for the lumpsum consideration of **Rs. [●]/- (Rupees [●] only)** as particularly described in Clause 4 hereinbelow written (hereinafter referred to as the "**Consideration**") and on the terms and conditions hereinafter appearing. The said Premises is shown in red hatched lines on the floor plan annexed hereto and marked as "**ANNEXURE - G**". ;
- J. The Promoter has the absolute and unhindered right to sell the said Premises in the New Building/s being constructed by the Promoter, to enter into this Agreement with the Allottee/s in respect of the said Premises and to receive the Consideration, in respect thereof;
- K. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the said Redevelopment;
- L. Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises with the Allottee/s i.e. this Agreement and are also required to register this Agreement under the provisions Indian Registration Act, 1908;
- M. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this

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

N. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.

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

1. It is agreed between the Parties that the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.

2. **DEVELOPMENT AND CONSTRUCTION:**

- 2.1 The Promoter has constructed / is constructing the said New Building/s being “Swastik Revanta” consisting of stilt plus G + 1 commercial +3 Podiums + 9 residential upper habitable floors or more upper floors on the said Land in accordance with the plans, designs, specifications approved by the competent authority from time to time and which have been inspected by the Allottee/s.
- 2.2 The Allottee/s are aware that the plans in respect of the said New Building/s have been sanctioned by the competent authority as per **ANNEXURE – D**. The Promoter has received Commencement Certificate dated [●].

3. **TRANSACTION**

3.1. The Allottee/s agree/s to purchase from the Promoter and the Promoter agrees to sell to the Allottee/s residential premises/shop/unit No. [●] admeasuring [●] square feet RERA carpet area plus balcony area equivalent to a total area of \_\_\_\_\_ sq. ft. on the [●] floor (“Flat/Unit”) of the said New Building known as “[●]” being/ constructed on the said Land and shown in hatched lines on the floor plan annexed hereto and marked **ANNEXURE - G** more particularly described in the **Second Schedule** hereunder written for the consideration of **Rs. [●]/- (Rupees [●] only)**, more particularly described in Clause 4 hereinbelow, including the proportionate price of the areas and facilities appurtenant to the said Premises which are more particularly described in the **Third Schedule** and **Fourth Schedule** hereunder written subject to applicable tax deducted at source under the Income Tax Act, 1961 (“**Consideration**”). The term “carpet area” used herein means the net usable floor area of the premise, excluding the area covered by the external walls, areas under services shafts,

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exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the unit.

3.2. Incidental to the Allottee/s' ownership rights to the said Premises, the Allottee/s shall be entitled to exclusively use [●] car parking space/s constructed in the said New Building/s ("**Car Parking Space**"). The exact location and dimension of the Car Parking Space will be finalized by the Promoter only upon completion of the said Redevelopment in all respects. The Allottee is aware that just as the Car Parking Space will be for his/her/its exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises in the said Redevelopment as well to the members of the said Society, shall be granted by the Promoter and that the same shall be binding on the Allottee, his/her/its nominees and assigns. The details of the allotment of the Car Parking Space will be handed over to the said Organization (*defined hereinbelow*). The Allottee shall cause the said Organization (*defined hereinbelow*) to ratify the parking allocation in favor of the Allottee and the Allottee shall not cause the said Organization to change the allocation of parking spaces of other allottees. Further, the Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Spaces by the Promoter/ Society and shall pay such outgoings in respect of the said Car Parking Spaces as may be levied by the Promoter/ Society.

3.3. The Allottee/s undertakes not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Spaces allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Spaces shall be co-extensive and co-terminus along with this Agreement and the said Premises. The Allottee/s agrees that unauthorized use of the Car Parking Spaces will tantamount to a material breach of the terms of this Agreement. For such breach, the Promoter/ Society shall have the right *inter-alia*, to levy such penalty or take such action as they may deem fit.

4. **CONSIDERATION:**

4.1. The Total Consideration of the Flat/Unit is Rs. [●]/- (Rupees [●] only) ("**Consideration**").

4.2. The Allottee/s has / have paid to the Promoter a sum of Rs. [●]/- (Rupees [●] only) out of the Consideration and subject to deduction of tax, on or before the execution of this Agreement and agrees to pay the balance sum of Rs. [●]/- (Rupees [●] only) plus the applicable Goods and Service Tax (and other taxes) on the Consideration and shall

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be deposited in RERA Designated Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

The Allottee hereby agrees to pay to that Promoter the said balance amount in the manner stated hereinbelow:

Sr. No.	Particulars	Percent
1.	Earnest Money	10%
2.	After the Execution of Agreement and before Plinth	20%
3.	On Completion of the plinth	15%
4.	On Completion of 1 <sup>st</sup> Slab	04%
5.	On Completion of 2 <sup>nd</sup> Slab	03%
6.	On Completion of 3 <sup>rd</sup> Slab	03%
7.	On Completion of 5 <sup>th</sup> Slab	03%
8.	On Completion of 7 <sup>th</sup> Slab	02%
9.	On Completion of 9 <sup>th</sup> Slab	02%
10.	On Completion of 11 <sup>th</sup> Slab	02%
11.	On Completion of 13 <sup>th</sup> Slab	02%
12.	On Completion of 15 <sup>th</sup> Slab	02%
13.	On Completion of Top Slab	02%
14.	On Completion of Brickwork	05%
15.	On Completion of Internal Plaster & External Plaster	05%
16.	On Completion of Plumbing, Electrical fittings .	05%
17.	On Completion of Flooring/Tile Work. Door& Window Frames	05%
15.	On Completion of Painting Work	05%
16.	On Possession	05%
	Total	100%

4.3. The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of, levies and cesses or any other similar taxes levied in connection with the construction of and implementation of the Project) and/or all other direct/indirect taxes applicable or which are and/or may become applicable pertaining or relating to the

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said Premises in any manner whatsoever and/or on the transaction as contemplated herein and/or the consideration payable hereunder, including but not limited to, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT, surcharge, increase in development charges, land under construction charges, costs or levies imposed by the competent Authority, and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any other new taxes, any interest, penalty, levies and cesses and also all increases thereon from time to time (collectively **“Statutory Charges”**) under the provisions of the applicable law or any amendments thereto. **“Interest”** shall mean simple interest at State Bank of India’s (SBI) highest Marginal Cost of Lending Rate (**“MCLR”**) + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> (first) day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter, provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI. The Statutory Charges shall be paid by the Allottee/s on a demand made by the Promoter within 7 (seven) working days from such demand, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against any costs, liabilities, penalties and interests etc. that may be levied with regard to the same. It is only upon payment of all amounts as contemplated in this Agreement, that the transfer of the said Premises in favour of the Allottee/s will take place. The Statutory Charges are tentative and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in Statutory Other Charges shall be intimated by Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The heads of the Other Charges herein are only indicative and not exhaustive and the Allottee/s agrees to pay such other charges/amounts or such increase in the Statutory Charges as the Promoter may indicate to the Allottee/s, without any delay or demur.

- 4.4. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of goods and service tax development charges, taxes, levies or cesses payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. These charges shall be paid by the Allottee/s on a demand made by the Promoter within 7 (seven) working days from such demand, and the Allottee/s shall indemnify and keep indemnified the Promoters from and against the same. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent Authority, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

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- 4.5. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, Statutory Charges, maintenance, outgoings and all other taxes and dues as may be applicable and/or any other amount payable by the Allottee/s herein and/or performance of the obligations by the Allottee/s, is the essence of this Agreement.
- 4.6. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her /their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner howsoever.
- 4.7. If the Allottee/s delays/ fail/s or is/are otherwise unable to pay any of the amounts payable under this Agreement on the respective due date/s, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter the defaulted/delayed amount together with Interest thereon as applicable under the RERA. In addition to the Allottee/s' liability to pay Interest as mentioned hereinabove the Allottee/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter including but not limited to in consequence to any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa for the purpose of enforcing payment of and recovering from the Allottee/s any amount or dues whatsoever payable by the Allottee/s under this Agreement and the Allottee/s hereby indemnifies the Promoter regarding such expenses.
- 4.8. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Premises. It is hereby clarified that for the purposes of this Agreement, the date of actual payment shall mean the date of credit of the amount in the Collection Account (defined hereinafter) and/or the Statutory Charges Collection Account (defined hereinafter), as the case may be. All the rights and/or remedies of the Promoter against the Allottee/s are cumulative and without prejudice to one another.
- 4.9. The Consideration shall be subject to deduction of tax at applicable rate ("TDS") as per the Income Tax Act, 1961 (if applicable) and the Allottee/s shall make payment of each installment as stated in Clause 4.2 hereinabove, within 7 (seven) days of

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Promoter making a demand for the payment of such instalment, subject to proportionate deduction of TDS thereon and shall accordingly forthwith pay the TDS amount into the requisite Government Income Tax account. The Allottee/s agree/s and undertake/s to furnish to the Promoter a tax deduction certificate in this regard within 30 (thirty) days from the date of deduction of TDS. In the event the Allottee/s fail/s to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.

4.10. It is expressly agreed that any deduction of an amount made by the Allottee/s on account of TDS shall be acknowledged/ credited by the Promoter, only upon the Allottee/s submitting in a timely manner to the Promoter the original TDS certificate for the amount so deducted and the said TDS certificate matching with the information as available on Income Tax Department website for this purpose. Provided further that, at the time of handing over the possession of the said Premises, if any such challan/ certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter upon the Allottee/s producing such challan/ certificate within 2 (two) months of possession of the said Premises. Provided further that in case the Allottee/s fail/s to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the amount receivable from the Allottee/s.

4.11. It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest and/or claim of the Allottee/s on the said Premises until and unless all the amounts due and payable by the Allottee/s as recorded herein are paid by the Allottee/s to the Promoter in accordance with the terms and conditions of this Agreement. Without prejudice to the other remedies available to the Promoter, the Allottee/s shall be liable to pay Interest as notified by RERA.

4.12. The Allottee/s agree/s that the calculation of carpet area of the said Premises is based upon the plans approved by the governmental authority and the same may undergo variation at the time of completion of construction of the said Premises, on account of construction/planning related exigencies. The Allottee/s agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned herein below. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said New Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing the details of the

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changes, if any, in the carpet area subject to variation cap of 3% (three per cent). The Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three per cent) then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan as stated in Clause 4.2 hereinabove. All these monetary adjustments shall be made at the same rate per square meters as stated in this Clause hereinabove and the Promoter shall demand proportionate additional Sale Consideration and Statutory Charges, taxes, maintenance and outgoings from the Allottee/s and the same shall be payable by the Allottee/s on or prior to the date of handing over possession of the said Premises.

4.13. The Allottee/s shall make all payments of all instalments of the balance Consideration due and payable by the Allottee/s on the respective due date/s to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “[●]” in the Bank Account No. [●] held by the Promoter in [●] Bank, [●] Branch (hereinafter referred to as the “Collection Account”).

4.14. In case of any financing arrangement entered by the Allottee/s with any bank / financial institution (“the Lender”), with respect to the purchase of the said Premises, the Allottee/s undertakes to direct the Lender to pay all amounts towards the Consideration on respective dates as mentioned herein and the Allottee/s shall ensure that the Lender shall disburse/pay all amounts towards the Consideration due and payable to the Promoter through an account payee cheque/ pay order/ demand draft drawn in favour of the Promoter as stated above. Any payments made in any other bank account/s other than mentioned hereinabove shall not be treated as payment towards purchase of the said Premises and shall be construed as a breach on the part of the Allottee/s of the terms and conditions of this Agreement, and the Allottee/s shall forthwith be required to make the necessary payment to the aforesaid account. Notwithstanding the above, the Allottee’s obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. Till the time the entire Consideration and the other amounts due and payable by the Allottee/s to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

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4.15. The Promoter shall be entitled to change the Collection Account by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the said Lender in such new account. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of INR. [●]/- ([●] Only) for dishonour of a particular payment instruction for the first instance and for the second instance the same would be INR [●]/- ([●] Only) in addition to Interest. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s)/NEFT/RTGS only. This is without prejudice to the right of Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottee/s.

5. **OBLIGATIONS OF THE PROMOTER:**

- 5.1. The Promoter shall develop the said Project in terms of the plans and specifications sanctioned from time to time in accordance with the provisions of law and hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises as mentioned in this Agreement.
- 5.2. The Promoter will provide the fixtures and fittings in the said New Building/s for Residential/Commercial units as set out in **ANNEXURE - H** annexed hereto and the Allottee/s is/are satisfied with the fittings and fixtures mentioned therein.
- 5.3. Time is of the essence for the Promoters as well as the Allottee/s. The Promoter shall, subject to Force Majeure Events (as defined below) abide by the time schedule for completing the said Premises and offering the said Premises to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of all the instalments and other dues payable by him/her under this Agreement and meeting all the covenants and obligations under this Agreement.

6. **ENTITLEMENTS OF THE PROMOTER:**

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6.1. The Promoter shall be entitled to club, amalgamate the development/redevelopment of the said Land with adjacent/adjoining properties or any other properties. The same may be taken as a common integrated layout with the said Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoter shall be entitled to take steps including but not limited to following:

6.1.1. Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, land composition and land mix.

6.1.2. Float FSI/Transferable Development Rights (“TDR”) from another land / properties onto the said Land and undertake consequent construction, development, transfer, sale, marketing and alienation.

6.1.3. Amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated / disclosed herein.

6.1.4. Provide common access and entry and exit points to and from the said Land (or part thereof) and the other properties, which may be used in common by the allottees/occupants of premises/apartment constructed on the said Land (or part thereof) and the balance portion of the said Land and other properties.

6.1.5. Upon such acquisition, clubbing or amalgamation of other lands / properties, the magnitude and scope of the Project and / or the said Land shall vary and modify in accordance with the actual acquisition of other lands / properties / projects.

6.2. The Promoters, shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Redevelopment and for the entire redevelopment on the said Land.

6.3. The Layout Common Area and Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee/s. The Promoter contemplates to complete and provide the Layout Common Area and Amenities only upon the completion of the said Redevelopment, to which the Allottee/s accords his/her/their consent. The Promoter reserves their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Layout Common Area and Amenities, which the Allottee/s hereby confirms and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though

Developer	Allottee/s



the Layout Common Area and Amenities shall form part of the said Redevelopment, but they may be used by the Allottee/s only in accordance with the rules and regulations framed by the Promoter and /or the Society Association and/or the Apex Body, from time to time.

6.4. All the revenues/maintenance costs/ other costs generated of any nature whatsoever from the said Redevelopment including from the Layout Common Area and Amenities and New Buildings Common Area and Amenities till the date of handing over management and maintenance of the Project to the Association shall solely belong to the Promoter, and neither the Allottee/s nor the Society Association and / or any other allottee of the Project shall have any claim over the same. The Allottee/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the said Redevelopment which belongs to the Promoter.

6.5. The Allottee/s agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan in the books of the Promoter against the security of premises proposed to be constructed in the Project and the said Redevelopment, by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any bank / financial institution / non-banking financial institution (Lenders) and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible/liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

6.6. The Promoter shall be entitled to undertake branding of the Project, preparing all the materials, brochure/s, advertisement material/s in that regard, as the Promoter deems fit.

7. **DEFAULT AND THE CONSEQUENCES:**

7.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Allottee/s, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clause [●] below, then, the Allottee/s shall have an option to give notice to the Promoter of either terminating this Agreement and demand refund or to seek Interest for the period of delay as provided by law. In the event of the Allottee/s choosing to terminate this Agreement as aforesaid, the Allottee shall address a written notice of [●] days to the Promoter in that regard ("**Delay Notice**"). The Allottee shall execute and register a Deed of Cancellation (in the format as prescribed by the Promoter) within a period of

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30 (thirty) days from the date of expiry of Delay Notice and thereafter, within a period of 30 (thirty) days from the date of registration of the Deed of Cancellation, the Promoter shall (subject to deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any bank / financial institution against the mortgage / security of the said Premises and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, brokerage charges the balance amounts of the Consideration, if any) refund to the Allottee/s the balance amounts already received by the Promoter under this Agreement. Thereafter, the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the said Premises with Interest from the date the Promoter received the sum till the date the amounts and Interest thereon are repaid. In the event of any shortfall, the Promoter shall, be entitled to recover the said amount/s from the Allottee/s. On the Promoter tendering the Allottee/s refund of the above-mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the said Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the said Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit. The Allottee/s shall neither be entitled to claim for loss and / or damages and / or mental trauma or otherwise, howsoever. The amount so refunded shall be towards full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. It is agreed and clarified that the Promoter shall not be liable to refund any amount/s to the Allottee/s towards taxes, if any paid by the Allottee/s. It is hereby agreed and clarified that the Promoter shall not be liable to pay to the Allottee/s any compensation, damages, costs or otherwise on the amount so refunded. It is clarified that the Promoter shall not be liable or responsible to refund any of the Statutory Charges or any other charges that the Allottee/s may have borne and/or paid in respect of the transaction contemplated herein. It is agreed and clarified that the Promoter are not and shall not in any way be liable for the payment of any loans taken by the Allottee/s from any banks and / or financial institutions or otherwise for acquiring the said Premises.

7.2. The Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Premises. The Allottee/s agree/s to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment/s which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter till the date of actual payment. It is however clarified that if the delay in handing over possession of the said Premises

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is caused due to any Force Majeure event (as defined hereinafter), in that event, no compensation for such delay shall be payable to the Allottee/s.

7.3. Without prejudice to the right of the Promoter to charge Interest hereinabove, on the Allottee/s committing any Event/s of Default as mentioned hereinafter including in payment of any amount due and payable by the Allottee to the Promoter under this Agreement on the due date (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee committing 3 (three) defaults of payment of instalments, the Promoter may at its own option, terminate this Agreement. Provided that, Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Promoter's Termination Notice**"), by Registered Post AD at the address provided by Allottee and mail at the email address provide by Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to Deductions as mentioned hereinbelow) within a period of 30 (thirty) days of the termination, the instalments of Consideration of the said Premises which may till then have been paid by the Allottee/s to the Promoter. On issuance of the Promoter's Termination Notice, the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Spaces, if any, with effect from the date of expiry of the Promoter's Termination Notice. Thereupon, the Promoter shall be entitled to deal with and/or dispose of or alienate the said Premises, in the manner as it deems fit and proper without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner whatsoever. The Promoter shall be entitled to deduct from the Consideration paid by the Allottee/s the following amounts ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to \_\_\_\_ % ( \_\_\_\_ percent) of the Consideration and any losses that may be caused to or suffered by the Promoter, which liquidated damages are a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee/s and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Unit, including losses due to brokerage and/or the marketing spend, delay in receiving money towards the Flat/Unit and the possibility of loss of value of the Flat/Unit on resale, among others. The Allottee/s hereby further agrees, acknowledges and accepts that liquidated damages are not penal and essentially in the nature of guarantee by the Allottee/s to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and

Developer	Allottee/s

conditions (b) brokerage, if any, paid to any channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoter's Termination Notice, (d) the amount of Interest payable by the Allottee/s on account of default committed by it/him/her/them, (e) amount of stamp duty and registration charges and expenses incidental thereto payable on the deed of cancellation, (f) any amount/ Interest reimbursed by Promoter to the Allottee/s, in case the Allottee/s has availed any loan against mortgage of the said Premises. Subject to the Allottee/s executing a registered deed of cancellation or such other documents (as may be required by the Promoters) in respect of the said Premises in the manner as stated above, the Promoter shall refund the balance, if any, to the Allottee/s in the following manner:

- (i) The Consideration paid by the Allottee/s after deducting therefrom the said Deductions ("**the Balance Amount**"), upon resale of the said Premises i.e. upon the Promoter subsequently disposing and transferring the said Premises to another allottee and on receipt of the consideration thereon vide a cheque. The Allottee/s waives his/her/their right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deductions is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to transfer the said Premises to the Allottee/s.
- (ii) Any delay or default in execution / registration of the cancellation deed and/or such other deed, document or writing shall not prejudice (a) the cancellation, (b) the Promoter's right to terminate this Agreement and / or (c) forfeit (as set out above) and refund of the Balance Amount to the Allottee/s (if applicable) and (d) the Promoter's right to dispose of/transfer the said Premises including but not limited to Car Parking Spaces (if any) to any third party.
- (iii) Upon receiving the Promoter's Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the either the Promoter and/or the said Premises and the Promoter shall forthwith be entitled to deal with and/or dispose-off the said Premises in such manner it deems fit and proper.

7.4. Without prejudice to rights and remedies available to the Promoter under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against the security of the said Premises with NOC of the Promoter and this Agreement is terminated by either party then in that

Developer	Allottee/s

case Allottee/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc., and that the bank/financial institution shall have no recourse against the Promoter, the said Premises or the said Project. I

7.5. The Promoter shall solely at their discretion be entitled to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

(iv) If the Allottee/s delay/s or commit/s defaults 3 (three) times in making payment of instalments payable under this Agreement or otherwise (including but not limited to the Allottees' proportionate share of taxes levied by Competent Authority and other outgoings and/or Statutory Charges), subject to a cure period of 15 (fifteen) days. During such cure period, the Promoter shall be entitled to levy interest as specified in the RERA Rules;

(v) If the Allottee/s commit/s breach of any of the terms, conditions, covenants and representations of this Agreement;

(vi) If the Allottee/s has/have been declared and/or adjudged to be dissolved, insolvent, bankrupt etc.;

(vii) If Receiver and/or a Liquidator and/or Official Assignee is appointed of the Allottee/s or in respect of all or any of the assets and/or property of the Allottee/s;

(viii) If the Allottee/s has received any notice from the Government of India (either Central, State or Local) or foreign Government for Allottee/s's involvement in any money laundering or any illegal activity.

(ix) If the representations, declarations and/or warranties, etc. made by the Allottee/s are found to be untrue/false;

7.6. All the aforesaid rights and/or remedies of the Promoter against the Allottee/s are cumulative and without prejudice to one another.

7.7. Upon termination of this Agreement:

Developer	Allottee/s

- (a) The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever save and except refund of amount/s (after said Deductions) as stated hereinabove;
- (b) The Promoter shall be entitled to deal with and dispose of the said Premises to any other person/s as the Promoter deem fit without any further intimation, act or consent from the Allottee/s;
- (c) In case the Promoter receives a credit/refund of GST paid on this transaction, from the statutory authorities then only in such a case the same shall be refunded by the Promoter to the Allottee/s without any Interest thereon within 30 (thirty) days of such credit/refund;
- (d) It will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

8. **UTILITY/FACILITY PROVIDERS:**

- 8.1. The Promoter, shall have the right to designate any space in the said Project or any part thereof to the utility providers ("**Utility Providers**") i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, electric vehicle charging station etc., TV for commercial Display ("**Utilities**") and for the purpose of facilitating the provision and proper maintenance of utilities and services to be availed by the allottees of the said Project. Such designation by the Promoter whether on lease, leave and license basis or such other method as the Promoter may deem fit, shall be executed by the Promoter with such Utility Provider/s and the Facility Manager/s in accordance with applicable law. This Clause shall not be interpreted / construed to mean that Promoters\ are obligated / liable to provide all or any of the Utilities.
- 8.2. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter/ Society and/or the aforesaid utility/ facility manager/s including without limitation, payment of the Allottee/s's share of the service charges that may become payable with respect to the operation and maintenance of the Layout Common Area and Amenities and the New Buildings Common Area and Amenities. Any management fees / service charges payable to the aforesaid utility/ facility manager/s in terms of the service agreements stated above

Developer	Allottee/s

shall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project.

8.3. The Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the services and utilities availed from the utility/ facility manager/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with them in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoter shall not be liable for any warranty or guarantee offered by such utility/ facility manager/s for any services and utilities, and it will be strictly between the Allottee/s and such utility/ facility manager/s.

9. **RIGHTS OF THE PARTIES:**

9.1. It is expressly agreed that the right of the Allottee/s under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Allottee/s along with the exclusive right to use the Car Parking if applicable (subject to the terms hereof) and such right will accrue to the Allottee/s only on the Allottee/s making full payment of the Consideration and payment of all the amounts as stated herein to the Promoters including the Statutory Charges etc. on the respective due-dates strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other premises shall be the sole property of the Promoter and the Promoter shall be entitled to deal with / transfer / sell the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever. All Layout Common Areas and Amenities and Project Common Areas and Amenities shall always be the sole and absolute property of the Promoter until completion of the said Development.

9.2. Until receipt of the Full Occupancy/Occupation certificate in respect of the said New Building/s, the Promoter shall always have a right to get the benefit of Additional Floor Space Index for construction from sanctioning authorities under the present or the new Unified Development Control & Promotion Regulations and also to make the additions, alterations, raise storey/s or put up additional structures in accordance with the provisions of RERA and as may be permitted by sanctioning authorities and other competent authorities and such additions, structures and storey/s will be the sole property of the Promoter alone. The Promoter shall have an unequivocal and perpetual right and be entitled to put a hoarding on the said Project or on any part/parts of the said New Building/ including on the terrace podium/ vertical surface and/or on

Developer	Allottee/s



the parapet wall and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said New Building/s or on the said Project as the case may be. The Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the hoarding. The Promoter shall have an unequivocal and perpetual right to use its associates, financiers, sales, marketing or agency's name appointed by it on any of the hoardings.

- 9.3. The Promoter shall have absolute authority and control as regards the unsold premises, unallotted car parks on all levels and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes and society maintenance charges, at actuals, in respect of the unsold premises.
- 9.4. Till the entire development of the Property and the said Development is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the Layout Common Areas and Amenities and New Buildings Common Area and Amenities, un-allotted areas, open spaces, recreation facilities and/or any other common facilities or the amenities to be provided in the Project and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- 9.5. Subject to the provisions of RERA and the applicable law, the Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Project and/or the said New Building/s in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person, provided that the same does not in any way materially prejudice the right of the Allottee/s in respect of the Premises. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Premises, without prior consent of the Allottee/s in that regard.
- 9.6. The Promoter shall be entitled to construct site offices/sales lounge in the Project and shall have the right to access the same at any time without any restriction whatsoever.
- 9.7. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads in the Project, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and to lay and connect drains, pipes, cables and other amenities necessary for the full

Developer	Allottee/s

and proper use, enjoyment and development of the Project and if necessary in part and/or to shift/vary/re-align/modify the same to another portion of the Project, as may be required by the Promoter.

9.8. The Allottee/s is/are aware that, until receipt of the Full Occupancy/Occupation Certificate in respect of the said New Building, the Promoter shall be entitled to all the benefit of FSI or any incentive FSI viz. utilize fungible FSI, Transferable Development Rights (TDR) /PAP / PTC and all the development potential which the Promoter may get, in any form, and on whatsoever account or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit.

10. **POSSESSION:**

10.1. The Promoter shall endeavor to complete the construction of the said Premises and the Promoter shall obtain the part / full Occupation Certificate from the concerned authority, in respect of the said Premises on or before the date more particularly described in the **Third Schedule** hereunder written, subject to the Allottee/s being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of Consideration and the Statutory Charges. Provided that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the aforesaid date, without levy of any penalty, damages, Interest or compensation, if the completion of Project is delayed on account of:

- i) war, civil commotion or act of God
- ii) any notice, order, rule, notification of the Government and / or other public or competent authority / court ("**Force Majeure Events**").

10.2. Upon obtaining the part/full occupancy certificate from the competent authority in respect of the said Premises and upon payment made by the Allottee/s as per this Agreement viz. of the entire Consideration and all the amounts due and payable by the Allottee/s under this Agreement including Statutory Charges, taxes and registration charges in respect of the Premises and provided no breach of the Allottee is subsisting at the relevant time, the Promoter shall within 30 (thirty) days of receiving the occupancy certificate ("**Date of Handover**"), offer in writing to the Allottee/s to take the possession of the said Premises within [7] days from the date of issue of such notice ("**Possession Notice**"). The Allottee/s agree/s and declares that non-completion of other units/premises in the said Project and Layout Common Area and Amenities, at the time of possession shall not be a reason for not accepting possession of the said Premises.

Developer	Allottee/s

- 10.3. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the Date of Hand Over, if the completion of the said New Building is delayed on account of any Force Majeure event/s. It is clarified that the Allottee will not be entitled or permitted to terminate this Agreement or make any claim or demand against the Promoter if the delay in handing over the possession of the said Premises is on account of a Force Majeure Event.
- 10.4. Within the timeline mentioned in the Possession Notice from the Promoter as per Clause 10.2. hereinabove, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed under the terms of this Agreement, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s take/s or fail/s to take possession of the said Premises within the time provided, such Allottee/s shall be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter from the date of expiry of the notice to take possession.
- 10.5. The Allottee/s has/have prior to execution of this Agreement visited and inspected the site of the said New Building under construction on the said Land and is fully satisfied with the location thereof and have satisfied himself/herself/themselves with respect to the said Project and the said Premises.
- 10.6. If within a period of 5 (five) years from the date of handing over possession or Occupation Certificate whichever is earlier, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation in the manner as provided under RERA. The Parties agree and confirm that the decision of the Promoter's architect / structural consultant shall be final in deciding whether there is any actual structural defect in the said Premises.
- 10.7. The Promoter shall however not be responsible or liable to comply with its obligations stated in Clause 10.6 above if the defects or provision of services referred therein are on account of the acts or omissions on the part of the Allottee/s and / or the other Allottees of premises in the said New Building/s and/or Society including but not limited

Developer	Allottee/s

to alterations due to interior work, structural changes, additions and alterations in plumbing, electrical layout etc. or due to normal wear and tear.

11. **ORGANIZATION/ASSOCIATION:**

11.1. The Allottee is aware that one or more co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, or a company or a condominium or an association of unit purchasers or incorporated body shall be formed of the purchasers, existing members or new purchasers shall be inducted as members of existing society, of the Project/New Building/s constructed on the said Land ("**Organization/Association**"). Further, the Allottee is aware that the Promoter may form a separate apex body of the said Society and the said Association ("**Apex Body**"). The Apex Body shall admit various Association/s and the said Society, together comprising of buildings constructed on the said Land *inter alia* for the purposes of effective maintenance and management of the said Land at such time and in such a manner as the Promoter may deem fit, to be known by such name as the Promoter may decide, within such period as may be prescribed under the applicable law.

11.2. The Allottee along with other allottees of the premises in the said New Building/s shall join in becoming members of the Organization and for this purpose also from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming a member, including the bye-laws of the society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the bye laws of the Organization and/or the Apex Body, as may be required by the Registrar of Co-operative Societies or any other competent authority. The Promoter shall be entitled, but not obliged to, join as a member of the Association in respect of unsold premises / units in the Project, if any.

11.3. The Allottee/s herein and the said Society will not have any objection to admit the remaining allottees of premises in the said New Building/s as members of the said Organization and the Allottee/s hereby gives his/her/their specific consent to them being admitted. Notwithstanding anything contained herein, the Promoter and/or its assignees or transferees shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organization for the sale / allotment / assignment or transfer of the unsold flats / premises etc. in the said Project.

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11.4. The Promoter shall be entitled to use and allow third party to use any part of the said Project and the said Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, LED screens/ chimneys etc. The Allottee/s agrees not to object or dispute the same. Notwithstanding anything contained herein, it is further agreed between the parties that at all times, the Promoter shall be entitled to brand the said New Building/s / development of the said Project/ said Redevelopment by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Allottee/s nor the Organization shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.

11.5. It is expressly agreed and confirmed between the Parties that all general facilities shall be for the use of all the allottees of the premises in the said New Building/s and the Allottee/s shall pay proportionate share of expenses thereof. The proportionate share payable by the Allottee/s to the Promoter / Organization/ Apex Body as may be determined by the Promoter / Organization/ Apex Body, shall be final and binding on the Allottee/s.

11.6. It is clarified that the Promoter shall have the right to enter into a contract with any third party / agency for the purpose of maintenance and upkeep of the said Land, such decision shall be final and binding until the charge of the said New Building/s is handed over by the Promoter to the Organization/Apex Body who shall thereafter undertake to maintain the said New Building/s and the underlying land or any part thereof.

11.7. It is further clarified that save and except the rights agreed to be conferred upon the Allottee and/or the Society, no other rights are contemplated or intended or agreed to be conferred upon the Allottee, in respect of the Premises/ New Buildings/ said Land and in this regard the Allottee for himself/herself/themselves/itself, waives all his rights and claims and undertakes not to claim and cause the Organization/Apex Body not to claim any such right in respect of the said Project.

12. **COMMON AREAS AND FACILITIES:**

12.1. The common areas, facilities and amenities of the said Land, which shall be used by all the flat/s Allottee/s / occupants of the units/premises as applicable of the said New Building/s and by the members of the said Society are more particularly set out in the **Third Schedule** hereunder written viz. Layout Common Area and Amenities. The common areas, facilities and amenities of the said Project, which shall be used by all

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the flat/s Allottee/s / occupants of the said Project viz. by the purchasers of flats/units/premises in the said New Building/s are more particularly set out in the **Fourth Schedule** hereunder written viz. New Buildings Common Area and Amenities. However, the amenities of residential unit/s allottee/s to be exclusively used by them and commercial amenities to be exclusively used by the commercial unit/s allottee/s. The amenities of residential/commercial unit/s allottee/s to be exclusively used by them are more particularly detailed in **ANNEXURE – I**.

12.2. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas, open spaces or otherwise and other spaces within the said New Building/s and/or the Project to one or more person/s of its choice.

12.3. With regard to the Layout Common Areas and Amenities and the Project Common Areas and Amenities, it is agreed between the Parties and the Allottee/s specifically agrees, declares and confirms that:

- a) He/she/it/they shall not demand, insist or call upon the Promoter to complete the said Layout Common Areas and Amenities and/or Project Common Areas and Facilities till the Promoter has completed construction of the said New Building/s and the said Redevelopment and has obtained full Occupation Certificate with respect to the same.
- b) Save and except the said Layout Common Areas and Facilities set out in the **Third Schedule** and the areas, facilities and amenities which shall be shared by the purchasers of flats in the said Project with purchasers of flats of the Project which are more particularly set out in the **Fourth Schedule**, the Promoter shall not be liable, required and /or obligated to provide any other areas or facilities. Such areas, facilities and amenities shall be subject to approval by the concerned authorities.
- c) The Layout Common Areas and Facilities that shall be provided in the said Land shall be common for all the Allottees of premises in the said Project including for the members of the said Society and purchasers of units of the New Building/s and the Allottee/s shall not claim any exclusive right/title/interest thereto.

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- d) The Project Common Areas and Facilities that shall be provided in the said Project shall be common for all the Allottees of premises in the said Project and the Allottee/s shall not claim any exclusive right/title/interest thereto.
- e) The Promoter shall always be entitled to alter or amend the Layout Common Areas and Amenities and/or the Project Common Areas and Amenities including amenities mentioned in sale brochures/ ads, at the sole discretion of the Promoter, in accordance with the applicable law provided any such alteration or amendment does not materially change the Layout Common Areas and Amenities and the Project Common Areas and Amenities as have been agreed to be provided under this Agreement.
- f) The Promoter shall always be the owner and will have all the right, title, interest in respect of the said Layout Common Areas and Amenities and the Project Common Areas and Amenities and will be entitled to deal with and dispose of the same in such manner as the Promoter may deem fit until the charge in respect of the said Project is handed over by the Promoter to the Organization.

13. **COVENANTS BY THE ALLOTTEE /S:**

13.1. The Allottee/s is / are aware that the Car Parking Space is for parking the Allottee's own vehicle being private use, light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. who shall be entitled to the use, occupy and enjoy the same to the exclusion of the other flat owners/ Allottees / and/or occupiers in the New Building/s (including the Allottee/s).

13.2. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential/commercial purposes. The Allottee/s agrees not to change the user of the said Premises and/ or use the car parking space for any other purpose without prior consent in writing of the Promoter and the concerned municipal authorities. Any unauthorized change of user by the Allottee/s shall render this Agreement voidable and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement;

13.3. The Allottee/s confirm/s that he/she/they has/have independently investigated the title of the Promoter to the said Land and the said Project and that the Promoter has answered all the requisitions of the Allottee/s to the satisfaction of the Allottee/s and the Allottee/s are satisfied with and unconditionally accept the title of the Promoter to the said Land/Premises and covenant with the Promoter that they shall not make any

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further requisition/s and/or to call for any further documents and/or raise any dispute pertaining to the title of the Promoter to said Land / Premises and right/title of the Promoter to implement the Project and sell the Premises.

13.4. The Allottee/s confirm/s that the Promoter has given full free and complete inspection to the Allottee/s of all the documents of title including originals available with them that have been furnished to the Competent Authority for registration of the said New Building/s / Project with the Competent Authority. In addition to the aforesaid documents, the Promoter has given inspection, to the Allottee/s, of documents relating to title of the Promoter to the said Land, approved plans, designs and specifications prepared by the Promoter's Architect Mr. Rahul Vokalkar of [●], permissions, approval, consents etc. granted by the Competent Authority to the Promoter and of such other documents as are specified under RERA.

13.5. The Purchaser is aware that the commercial unit/s or their allottee/s may have dedicated entry/exit points, lobby, lifts, and utility infrastructure and the Allottee/s shall not interfere with or restrict access to areas designated for commercial use. Further, commercial unit/s allottee/s shall have the unequivocal right, subject to applicable law, to install individual or joint signage (including illuminated signs) on the facade, lobby or external walls of the Project, as permitted under the sanctioned plans and the Allottee/s shall not raise any objection in this regard.

13.6. The commercial unit/s allottee/s shall have the right to operate their business in accordance with applicable law and municipal rules. No residential allottee or association shall impose limitations on timings, use, footfall, or staff access relating to commercial operations therefrom.

13.7. The usage of common amenities shall be subject to regulations framed in consultation with both residential and commercial unit allottee/s. Commercial units shall not be denied reasonable access unless such amenity is expressly designated as exclusive to residential use in the sanctioned plans or this Agreement.

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

- (i) He/she/it has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;

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- (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of his/her/their assets and/or properties;
  
- (iii) The Allottee/s (being a company incorporated under the provision of the Companies Act) have not committed any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and has not received any default notice or invoice demanding the payment of any overdue amount under the IBC;
  
- (iv) No application has been made or contemplated filed admitted, or order, decree, judgment or resolution passed or contemplated, by the Allottee/s (being a company incorporated under the provision of the Companies Act), voluntarily or otherwise, or any other person, organization, court, tribunal or authority for the commencement of insolvency resolution, liquidation, bankruptcy, winding up or analogous proceedings against the Allottee/s;
  
- (v) No insolvency professional, liquidator, administrator, receiver or manager has been appointed by any person in respect of the Allottee/s (being a company incorporated under the provision of the Companies Act) or all or any of its assets or any part thereof and no steps have been taken to initiate any such appointment.
  
- (vi) No corporate action, legal proceedings or other procedure or step has been taken or notice given in relation to a composition or arrangement with any creditors of Allottee/s (being a company incorporated under the provision of the Companies Act) with respect to Allottee/s debt repayment obligations.
  
- (vii) No legal proceedings are pending in connection with the enforcement of any security over any assets of Allottee/s or any part thereof.
  
- (viii) No legal proceedings are pending against Allottee/s before any court, tribunal or authority for the recovery of any debt
  
- (ix) Allottee/s have not taken, initiated or become subject to any actions, steps, proceedings, appointments or arrangements analogous to those listed in sub-clauses (i) to (vi) above under the laws of any jurisdiction applicable to Allottee/s.

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- (x) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (xi) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her;
- (xii) no execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/their assets and properties;
- (xiii) he/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- (xiv) he/she has not compounded payment with his creditors;
- (xv) he/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (xvi) he/she/it is competent to contract and enter into this Agreement as per the prevailing Indian Laws and in case of Allottee (not being an Individual) has obtained all necessary permissions including corporate approvals etc. and has passed requisite resolutions) for the same;

13.9. The Allottee/s with an intention to bring all persons in whose hands the said Premises may come, doth / do hereby represent and covenant with the Promoter as follows:-

- (a) to maintain the said Premises at the Allottee/s' own cost in good tenantable repairs and condition from the date of taking possession of the said Premises and shall not do or suffer to be done anything in or to said New Building/s and the said Land, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the said New Building/s or the said Premises or part thereof;
- (b) For residential flat purchasers, not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so

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as to damage the construction of the said New Building/s and/or the said Redevelopment or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of New Building/s including the entrance thereof. It is hereby clarified that without prejudice to the aforesaid, the unit purchasers of commercial units shall be entitled to use materials that are used generally in the ordinary course of business ensuring that the same does not cause any damage to the construction of the said New Building/s and/or the said Redevelopment or store any goods which is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of New Building/s including the entrance thereof. In case any damage is caused to the said Premises or the said New Building/s on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable and responsible for the consequences of the breach;

- (c) to carry at the Allottee/s' own cost all internal repairs to the said Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and not to do or suffer to be done anything in the said Premises or the said New Building/s which is in contravention of rules, regulations or bye-laws of the concerned local public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be liable for the consequences thereof to the local authority and/or public authority;
- (d) not to change the user of the said Premises without written approval of Promoter/Association or without prior approval of authorities and/or make any structural alteration to the said Premises and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, and/or parking spaces/areas.
- (e) not to demolish or caused to be demolished the said Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof nor alter the elevation and outside colour scheme of the said New Building/s and to keep the portion, sewers, drain pipes in the Premises and the appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect

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other parts of the said New Building/s and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Premises without the prior permission of the Promoter;

- (f) not to shift windows of the said Premises and / or carry out any changes in the said Premises so as to increase the area of the said Premises and / or put any grill which would affect the elevation of the said New Building/s and / or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Allottee/s shall remove the same within 24 hours of notice in that regard from the Promoter. In the event if the Allottee/s fails to remove the same within the period of 24 (twenty four) hours, then the Promoter shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Allottee/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoter;
- (g) not to do or permit to be done any act which may render void or voidable any insurance of the Project or the said New Building/s or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (h) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the said Land and the said New Building/s;
- (i) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said New Building;
- (j) not to encroach upon or make use of any portion of the said New Building/s not agreed to be acquired by the Allottee/s;
- (k) not to close or permit to be closed verandas, terraces or balconies of the said New Building/s or change the external elevation or colour/paint scheme of the building nor of the common areas including lobby and the areas outside the main door of the said Premises. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and

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reinstatement of the said Premises to its original state;

- (l) pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said New Building/s;
- (m) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Competent Authority and/or government and/or other public authority on account of change of user of the said Premises for any purposes other than for the purpose for which it is agreed to be sold;
- (n) not to let, sub-let, transfer, assign or part with the Allottee/s' interest or benefit factor of this Agreement and/or part with the possession of the Premises and/or part with occupation or give on leave and license, tenancy basis or induct any person/s into the said Premises until all the dues payable by the Allottee/s to the Promoter under this agreement are fully paid up and only if the Allottee/s has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has / have intimated the Promoter and obtained the prior consent of the Promoter in writing in that behalf and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Allottee/s. Such consent / refusal shall be at the sole discretion of the Promoter;
- (o) not to put any claim in respect of open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoter as restricted amenities. The Allottee is aware that certain parts of the said New Building/s shall be allocated for exclusive use of certain users/residents and the Allottee waives his right to raise any dispute in this regard;
- (p) the Allottee/s shall observe and perform all the rules and regulations and byelaws of the Organization and the Apex Body and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the New Building/s and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee/s shall also observe and perform all the terms and stipulations laid

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down by the Organization and the Apex Body regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement.

- (q) to allow the Promoter, their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Property and the said New Building/s or any part thereof to view and examine the state and condition thereof or for the purpose of viewing or repairing or maintaining and cleaning any part of the said New Building/s including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Premises for the benefit of the said New Building/s and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the said New Building/s, after giving 2 (two) working days prior notice thereof. The Allottee/s shall not obstruct or hinder the Promoter and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;
- (r) not to fix any grill to the exterior of the said New Building/s or windows except in accordance with the design approved by the Promoter. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes to not fix any grill having a design other than the standard design approved by the Promoter;
- (s) the Allottee/s shall not do or suffer to be done anything on the said Land or the said New Building/s to be constructed thereon which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Allottee/s commit/s any acts or omissions in contravention to the above, the Allottee/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (t) to install/fix the air conditioners and their units in the designated ducts/areas, if provided and to not install a window air-conditioner within or outside the said

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Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, then the Allottee/s shall be required to remove the same upon being called upon by the Promoter to do so;

(u) the Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential/commercial purpose. The Allottee/s agree/s not to change the user of the said Premises without prior consent in writing of the Promoter and any unauthorized change of user by the Allottee/s shall render this Agreement voidable and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement;

(v) the Allottee/s shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter.

13.10. The Promoters consider the accuracy of the representations and warranties of the Allottee/s to be an important and integral part of this agreement and have executed this agreement on reliance of the same.

13.11. The Allottee/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee/s of his/her/their covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations and/or term and/or conditions under this Agreement.

13.12. The Allottee acknowledges that the Allottee may be called upon, at the time of handing over possession, to provide certain deposit/s to the Promoter/Organization pertaining to the New Building, which the Allottee shall duly pay, without any delay or demur.

13.13. The Allottee/s agree/s to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the said Premises to the Allottee/s, so as to enable the Promoter to complete the Project.

13.14. In the event, the Allottee/s being a resident outside India, Non-Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a flat / premises from the Promoter, then

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such Allottee/s shall be solely responsible for complying with the necessary formalities laid down under the applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority, if required. The Allottee/s shall provide the Promoter with such permission approvals which would enable the Promoters to fulfill its obligations under this Agreement. The Promoter shall not be held liable for the deficiency of any statutory permissions being not available or procured by such Allottee/s. The Allottee/s shall comply with all requirements as required in this regard and shall keep the Promoter fully indemnified and harmless in this regard.

13.15. The Allottee/s shall take permission of the Promoter if there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement and comply with necessary formalities if any under the applicable laws.

13.16. Without prejudice to the generality of the foregoing, the Allottee/s hereby agree/s and confirm/s as under–

- (a) The Organization shall preserve and maintain the following documents after the same are handed over by the Promoter to the Organization:
- (i) Documents pertaining to the title of the said New Building/s;
  - (ii) Copies of IOD, CC subsequent amendments, Occupation Certificate and corresponding canvas mounted plans of the said New Building/s;
  - (iii) RCC details and canvas mounted structural drawings of the New Building/s;
  - (iv) NOC and Completion Certificate issued by CFO;
  - (v) Fire safety audit carried out as per the requirement of CFO;
  - (vi) All contracts entered into between Promoter and utility/ facility providers with respect to the maintenance and upkeep of the common areas.

13.17. The Allottee/s is / are aware that the Society shall preserve and maintain the above documents/plans and maintain the subsequent periodical structural audit reports and the repair history. The Society shall give regular AMC and allottee will comply with the same.

14. **OUTGOINGS:**

14.1. Immediately on notice in writing is given by the Promoter to the Allottee that the said Premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of

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the outgoings in respect of the said New Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and the said New Building/s. Till the period of one year from the date of receipt of occupation certificate, the Allottee/s shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter which shall be calculated at the same rate as the other purchasers in the said New Building. The Allottee/s agree/s that the Allottee/s shall pay to the Promoter such provisional monthly contribution per month towards the outgoings regularly on the 5<sup>th</sup> day of every month or for the entire year in advance as directed by Promoter, in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any Interest and remain with the Promoter until the maintenance and administration of the said New Building/s and the common area is handed over by the Promoter to the Society. On such handover, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Organization.

14.2. The Allottee/s shall pay to the Promoter the Development Charges, legal charges, Share money / Membership charges, Provisional Maintenance Charges (for 12 months) approximately, Corpus Fund or its equivalent, GST on actual basis (if applicable), water and electricity connection charges and all other amount payable by the Allottee/s under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account.

14.3. All the aforesaid charges to be collected by the Promoter under Clause 14.2 above shall be further increased by applicable rate of GST as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case, before the date of possession of the said Premises;

14.4. It is agreed that in respect of amounts mentioned in Clauses 14.2 above, the Promoter is not liable to render accounts. The Promoter shall hand over the deposits less deduction for expenses and/or balance thereof to the Organization as aforesaid. In the event of any additional amount becoming payable whether on actual or otherwise under any of the amounts mentioned in Clause 14.2, the Allottee/s shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amounts/ deposit shall not carry any Interest.

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- 14.5. The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, on account of the Organization and the Apex Body, outgoings, and shall utilize the same for the purpose for which they have been received;
- 14.6. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agree/s to pay to the Promoter, such other charges under such other heads as the Promoter may indicate.
- 14.7. If the Allottee/s fails or neglects to pay these monthly outgoings in respect of the said Premises and/or their proportionate share for the said Land and/or the said New Building/s for any reason whatsoever, without prejudice to their right to collect interest as prescribed under the RERA Rules for the delayed payment and without prejudice to any other rights available to them including right to terminate the Agreement, the Promoter shall be entitled to adopt appropriate legal proceedings for recovery thereof and/or absolutely and unconditionally stop and restrict the Allottee/s from using other recreational facilities.
- 14.8. It is hereby clarified that the Promoter shall not be liable, responsible and / or required to render accounts in respect of the amounts mentioned in Clause 14.2 and that the aforesaid amounts mentioned in Clause 14.2 do not include the dues for electricity and other bills for the said Premises and the Allottee/s shall be liable to pay electricity and other bills for the individual meters separately. It is further clarified that the list of charges and amounts mentioned in Clause 14.2 are only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges or such additional amounts under such heads as the Promoter may indicate without any demur.
- 14.9. In case the transaction being executed by this agreement between the promoter and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ Allottee/ both, as the case may be, in accordance with the agreed terms of payment.

15. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

Developer	Allottee/s

- i. The Promoter has the requisite rights to carry out development upon the said Land for the implementation of the project for construction of the said New Building/s;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project except those disclosed in the title report and/or to RERA;
- iv. There are no litigations pending before any Court of law with respect to the said Land and/ or the Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and the said New Building shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, the said Land and the said New Building;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the Promoter is restricted to enter into this Agreement.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project nor any document/s in respect of the Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee/s in the manner contemplated in this Agreement;

Developer	Allottee/s

- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- x. The Promoter has sole and exclusive right to deal with the terrace/balcony area abutting to the top most floor flat of the said New Building in the manner as stated in this Agreement.

16. **FINAL TRANSFER DOCUMENT:**

- 16.1. The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and the owner of the Said Land, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building.
- 16.2. **If required by MahaRERA:** Within 3 (three) months from the date on which the Promoter have (i) sold all the premises in the Project and (ii) the Developer having received the entire sale consideration and other monies from all the allottees in the Project or (iii) upon completion of the said Redevelopment whichever is later, the Developer and the Association shall execute and register an Indenture of Conveyance ("Conveyance"), whereby the Promoter shall transfer all their right, title and interest in the New Building/s and all the areas, spaces, common areas, facilities and amenities including but not limited to the New Buildings Common Area and Amenities in favour of the Apex Body / Association (as may be agreed and arrived at between the Promoters). The conveyance in respect of the Common Area and Amenities shall be in favor of the Apex Body.
- 16.3. The Promoter shall, within 3 (three) months of receipt of the Full Occupancy / Occupation certificate in respect of the said New Building/s and subject to the receipt of entire consideration and all other amounts due and payable by the Allottees of the premises in the said New Building/s and , handover the charge in respect of the said New Building/s to the Organization keeping with the terms and provisions of this Agreement.

Developer	Allottee/s

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

17. **INDEMNIFICATION BY THE ALLOTTEE/S:**

17.1. The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her /their obligations under this agreement and/or terms and conditions of this Agreement (b) Allottee/s' non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. **MISCELLANEOUS**

18.1. The Allottee/s confirm/s, understand/s and agree/s that the information, details, images, sketches and elevation contained in the leaflets/ brochures, or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract.

18.2. Notwithstanding anything contained herein, it is agreed between the Parties hereto:

- (i) that the Promoter shall have unconditional and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of their rights in respect of the said Project and/or the said New Building/s and all premises/flats therein and also the buildings to be constructed hereafter and its right, title and interest therein subject to the rights and interest of the Allottee/s who has agreed to purchase the said Premises under this Agreement;

Developer	Allottee/s



- (ii) that the sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the sample flat, and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement. The Allottee/s cannot begin any interior works before receipt of OC or without prior written permission of the Promoter.

18.3. The Allottee/s hereby expressly agrees and covenant with the Promoter that in the event the said New Building/s or any part thereof being constructed on the said Land are not ready for use and occupation and in the event of the Promoter offering license to enter upon the said Premises for fit-outs to the Allottee/s at the requests of the Allottee/s or handing over possession of the said Premises earlier than completion of the entire said New Building/s then in that event the Allottee/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said New Building/s or additional structure on the said Land without any interference or objection by the Allottee/s in any manner whatsoever.

18.4. No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

18.5. The Allottee/s hereby declares that he / she / they has / have gone through this Agreement and all the documents, plans, approvals, permissions etc. related to the said Land and the said Premises and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

Developer	Allottee/s

18.6. The Allottee/s confirms that the Allottee/s has/have visited and has/have physically seen the said Land and is satisfied with the same and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said New Building or the said Premises.

19. **BINDING EFFECT:**

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

In the event, the Allottee/s has opted for the 20:80 subvention scheme offered by the Promoter i.e. when 20% of the Consideration is paid by the Allottee/s at the time of execution and registration of this Agreement and the balance 80% of the Consideration is to be paid by the Allottee/s at the time of handing over possession of the said Premises, in the contingency that the Allottee/s does not accept handover of possession of the said Premises within the timelines as mentioned in the Possession Notice and/or does not tender the balance payment of the Consideration to the Promoter, the Promoter shall, after giving a 7 (seven) days' written notice to the Allottee/s in that regard, be entitled to forfeit the entire 20% of the Consideration so paid under this Agreement, without any demur and further reference, by way of liquidated damages. Such liquidated damages are a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee/s and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the said Premises, including losses due to brokerage and/or the marketing spend, delay in receiving money towards the said Premises and the possibility of loss of value of the said Premises on resale, among

Developer	Allottee/s

others. The Allottee/s hereby further agrees, acknowledges and accepts that liquidated damages are not penal and essentially in the nature of guarantee by the Allottee/s to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions (b) brokerage, if any, paid to any channel partner/agent, (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoter's Termination Notice, (d) the amount of Interest payable by the Allottee/s on account of default committed by it/him/her/them, (e) amount of stamp duty and registration charges and expenses incidental thereto payable on the deed of cancellation, (f) any amount/ Interest reimbursed by Promoter to the Allottee/s, in case the Allottee/s has availed any loan against mortgage of the said Premises. On such termination by the Promoter, the Promoter shall forthwith be entitled to deal with and/or dispose-off the said Premises in such manner it deems fit and proper.

20. **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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises including:

- (i) All agreements, arrangements, understanding, negotiations, commitments, writings allotment, letters, brochures and/or other documents entered into, executed and/or provided between the Allottee/s and the Promoters prior to the date of execution of this Agreement;
- (ii) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;

The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.

21. **RIGHT TO AMEND:**

Developer	Allottee/s

This Agreement will not be amended, altered or modified except by a written instrument signed by both the Parties.

22. **SEVERABILITY:**

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

In such an instance, the voided clause shall be replaced by RERA applicable clause.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

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

24. **FURTHER ASSURANCES:**

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

25. **NOTICES:**

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

**Name of Allottee/s:** [●]

**Address:** [●]

**Notified Email ID:** [●]

Developer	Allottee/s

Promoter’s name and address

**Name:** [●]

**Address:** [●]

**Notified Email ID:** [●]

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

A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery.
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

26. **JOINT ALLOTTEES:**

If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several and all communications shall be sent by the Promoter to the Allottee/s whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

27. **STAMP DUTY AND REGISTRATION:**

The stamp duty charges shall be borne and paid by the Allottee/s and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee/s. The Allottee/s shall at his, her, their, cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

Developer	Allottee/s

28. **NO WAIVER:**

Any failure to exercise or delay tolerated or indulgence shown by the Promoter in exercising or enforcing the terms of this Agreement or any forbearance or giving of time by the Promoter to the Allottee/s shall not constitute / be construed as a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

29. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the \_\_\_\_\_ authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

30. **GOVERNING LAW:**

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

31. This Agreement shall always be subject to the provisions of RERA and the same shall be read together with Maharashtra Ownership of Flats Act, 1963 and the respective rules made thereunder.

32. The PAN of the Parties are :

**Promoter** : [●]

**Allottee/s** : [●]

**FIRST SCHEDULE HEREINABOVE REFERRED TO:**

*(Description of the said Land)*

All that piece and parcel of land admeasuring 3208.50 sq. mtrs. (as per the Property Card) and admeasuring 3229.93 sq. mtrs. or thereabouts (as per title documents), bearing CTS Nos. 858, 858/(1 to 24) Plot No. 74, 75, 76 situated of village Chembur, Jn of Central Avenue Rd

Developer	Allottee/s

& 21<sup>st</sup> Road, Chembur, Mumbai - 400071 together with 3 (three) buildings standing thereon viz. Gita Sadan, Rama Sadan, and Uma Sadan all being multi-storeyed structures comprising of ground + 2 (two) upper floors and situated at Central Avenue Road (M.S.D. Marg), Chembur (East), Mumbai – 400 071, Village Chembur and in the Registration Sub-District of Kurla and Mumbai Suburban District.

**SECOND SCHEDULE HEREINABOVE REFERRED TO:**

*(Description of the said Premises)*

Residential premises/shop/unit bearing No. [●] admeasuring [●] square feet RERA carpet area on the [●] floor (“**Flat/Unit**”) of building known as “**Swastik Revanta**” viz. said New Building/s, being/ constructed on the said Land, along with [●] garage/covered car parking spaces at in the premises level basement/podium/stilt/mechanical car parking unit bearing No. [●] admeasuring [●] sq. ft. having [●] ft. length x [●] ft. breadth x [●] ft. vertical clearance.

**THIRD SCHEDULE HEREINABOVE REFERRED TO:**

*(Details of the Layout Common Area and Facilities)*

**A. Description of the Layout Common Areas provided:**

Sr. No.	Type of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/ area of the common areas provided
i)	Entrance Lobby	31.12.2028	30.06.2029	
ii)	Lift Lobby	31.12.2028	30.06.2029	

**B. Facilities/ amenities provided/to be provided within the layout and/or common area of the layout:**

Sr. No.	Type of common facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of to the Society/ common organizations	Size and area of the facilities/ amenities	FSI utilized or free of FSI
i)	Gymnasium		31.12.2028	30.06.2029	NA	Free
ii)	Society office		31.12.2028	30.06.2029	NA	Free
iii)	Servant Toilet		31.12.2028	30.06.2029	NA	Free

Developer	Allottee/s



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

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed date of availability for use	Proposed date to be handing over to the common organization
i)	Gymnasium		31.12.2028	30.06.2029	NA
ii)	Society office		31.12.2028	30.06.2029	NA
iii)	Servant Toilet		31.12.2028	30.06.2029	NA

**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.**

	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.	Recreational Garden	-	-	31.12.2028	30.06.2029

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

	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.	Passenger	4	10-15 persons	1.5 to 2m/s

Developer	Allottee/s

**SIGNED AND DELIVERED** by the )  
Within named “**Promoter**” )  
[•] )  
through its [•] )  
[•] )

In the presence of...

- 1.
- 2.

**SIGNED AND DELIVERED** by the )  
Within named Allottee/s” )  
[•] )

In the presence of...

- 1.
- 2.

Developer	Allottee/s

LIST OF ANNEXURES

Annexure A	Copy of Property Register Card in respect of the said Land
Annexure B	Copy of IOD
Annexure C	Copy of CC
Annexure D	Copy of sanctioned plans
Annexure E	Copy of RERA Certificate
Annexure F	Copy of Title Certificate
Annexure G	Plans of the Flat/Unit, with internal specifications
Annexure H	List of Fixtures and Fittings (Residential/Commercial)
Annexure I	Amenities of residential/commercial unit/s allottee/s (Residential/Commercial Exclusively)

Developer	Allottee/s