

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is executed at the place and on the date as mentioned in the **Second Schedule** hereunder written.

BETWEEN

DHRUVA WOOLLEN MILLS PVT. LTD., (Permanent Account No. AAACD3893P), company incorporated under the Companies Act, 1956 and having its registered office at 5th Floor, Runwal & Omkar Esquare, Opp. Sion-Chunabhatti Signal, Sion (East), Mumbai - 400 022 represented by its Authorized Signatory as mentioned in the **Second Schedule** pursuant to the Board Resolution detailed in the **Second Schedule** hereunder written hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **ONE PART**;

AND

THE ALLOTTEE (mentioned in the **Second Schedule** hereunder written) , (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the **OTHER PART**

WHEREAS:

- A. By virtue of separate conveyance deeds and other documents executed between the various original owners and the Promoter herein between 1961 to 1965, the Promoter became owned and possessed of and /or otherwise well and sufficiently entitled to all that part and parcel of land situated at Village Balkum , in the registration district and sub-district Thane as more particularly described in the First Schedule – Part I hereunder written (hereinafter referred to as the “**said Larger Property**”).
- B. The Promoter were running a factory on the said Larger Property and were manufacturing woollen products and the said factory was closed in the year 1982. The Promoters have obtained the change of user permission from the concerned authorities for converting the said Larger Property from industrial to residential use.
- C. The 7/12 extracts showing the nature of title of the Promoter s to the said Property as defined below are annexed hereto and collectively marked as **Annexure “A”**.
- D. The Additional Collector and Competent Authority, Thane Urban Agglomeration and 8 kms. Peripheral area of Mumbai had issued an order under Sec. 8(4) of Urban Land (C & R) Act, 1976 vide No. ULC/TA/Sec.22/S.R 89 dated 12/10/2007. However, pursuant to the Urban Land (Ceiling and Regulation) Repeal Act, 1999 , the said Section 8(4) Order passed in respect of the Larger Property/portion thereof has

ceased to exist.

- E. The Collector of Thane has granted N.A permission under Sec.44 of Maharashtra Land Revenue Code, 1966 vide order No.NAP/SR-241/92 dated 31st July 2007 in respect of the Larger Property, a copy thereof hereto annexed and marked **Annexure “B”**.
- F. Save and except as provided herein, the title of Promoter to the said Larger Property and/or the said Property is clear, marketable and free from all encumbrances and Certificate of Title dated 19th May 2005 and supplementary title **Certificate** dated 23rd December, 2008 has been issued by Advocate Sunil R. More Mumbai. The copy of the said Certificates of Title dated 19th May 2005 and 23rd December 2008 are annexed hereto and marked as **Annexure “C and C-1”**.
- G. The Promoter has constructed and/or constructing the several other projects on the portion of the said Larger Property which are known as Garden City, Eirene and Dahlia.
- H. The Municipal Corporation of Thane (TMC) has sanctioned building plans and issued permission and **Commencement Certificate under No. 88425/TMC/TDD/4168/22, dated 05/08/2022 (“CC”)**, the copy thereof hereto annexed and marked **Annexure “D”**.
- I. The Allottee consents and acknowledges that as per the plans sanctioned /approved by the Thane Municipal Corporation (TMC) and other concerned authorities by and under the CC, the Promoter has proposed to develop the portion of the said Larger Property admeasuring about 3160 sq.mtrs bearing part of part of **Survey No.51 Hissa No. 2B, 3, 4, 5, 6A, 6B, 7 to 15, part of Survey No.52, Hissa No.1 to 3 and part of Survey 53 Hissa No.1 to 3, situate at Village Balkum-Dhokali, Registration District and Sub-District of Thane** more particularly described in the First Schedule – Part II (hereinafter referred to as **“the said Property”**) by constructing/developing a building known as **“ZENITH”** as more particularly described in Third Schedule hereinafter written and referred here inafter as the Project Building along with the Common Areas and Facilities, amenities, landscaping, infrastructure, etc. on the said Property by utilising the available FSI, / future FSI that may be permitted to be utilized from time to time (hereinbefore and hereinafter referred to as **“the said**

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

- J. The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- K. As on date the portion of the said Larger Property has been mortgaged to Aditya Birla Finance Limited and Aditya Birla Housing Finance Limited vide Indenture of Mortgage dated 22/12/2021 registered under Sr. No 18605-2021 and Survey No. 51, Hissa No 2b to 15 also forming part of the aforesaid mortgage property. Except Survey No. 51, Hissa No 2 to 15 other portion said Property is free from all encumbrances / charges and or mortgages of any nature whatsoever. However, the Allottee consents that Promoter reserves right to create mortgages/encumbrances as required from time to time, save and except the right of the Allottee to the said Flat/Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law and shall be disclosed in the Second Schedule hereinbelow.
- L. The Promoter alone shall have the sole and exclusive right to sell, lease, transfer etc. the flats and premises in the said Building to be constructed by the Promoter and to allot the Car Parking Spaces and to enter into agreement/s with the Allottee and to receive the sale consideration in respect thereof. The Allottee further agree/s that the Promoter shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said Project/Building and for such other purposes as may be agreed upon between the Promoter and the said agency.
- M. The Promoter has entered and is entering and/ or will enter into separate agreements with several prospective buyers/ persons/ Allottee and parties in respect

of the sale of flats, units, offices, shops, retail spaces and other usage/ premises in the said Building to be constructed by the Promoter.

- N. The Allottee has/ have applied to the Promoter for allotment to the Allottee and Promoter has agreed to allot to the Allottee on ownership basis a flat/premises the details of which are more particularly described **Second Schedule** hereunder written and shown by red colour outline on the plan annexed hereto as **Annexure “F”** (hereinafter referred to as the “**said Premises**”), together with the covered (i.e. stilt / basement/ podium/ mechanically operated/stack) car parking space OR together with the right to use the open car parking space which forms a part of the common areas of the said Building.
- O. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and/or other consultants. The Allottee has agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. The Allottee has, prior to the date hereof, demanded from the Promoter and the Promoter has given full, free and complete inspection to the Allottee of all the documents of title relating to the said Property, the said plans, layout, designs and specifications prepared by the Promoter’s Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”) and **RERA** (herein collectively referred to as the “**said Acts**”) and the Rules made there under. The Allottee has/ have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself/ herself/ themselves as regards the title of the Promoter to the said Property. The Allottee hereby accepts the title of the Promoter in respect of the said Property.
- P. After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the Promoter, the Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell and transfer to the Allottee/s on ownership basis the said Premises along with the right to use in common the open areas attached to the said Premises as well as the proportionate common areas, amenities and facilities in the said Building on the terms and conditions hereinafter appearing.

- Q. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises upon the terms and conditions mentioned in this Agreement and at or for the price (“**Sale Consideration**”) more particularly mentioned in the **Sixth Schedule** hereunder written payable by the Allottee to the Promoter in the manner set out in the **Sixth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written, (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).
- R. The total consideration of the said Premises includes Sale Consideration for the said Premises as detailed in **Sixth Schedule** and other charges and deposits as detailed in the **Seventh Schedule** hereunder written (hereinafter referred to as the “**Total Consideration**”). The payment terms thereof are detailed in **Sixth Schedule** hereunder written and wherein the Allottee has/ have agreed to pay to the Promoter balance of the Sale Consideration/Total Consideration in the manner hereinafter appearing.
- S. The Promoter is required to execute a written agreement for sale of said Premises with the Allottee under the said Acts being in fact these presents and also register the said Agreement under the Registration Act.
- T. The Promoter may develop the common areas and amenities on the said Property which may be utilised by the Allottee along with the other allottees in common of the said Project, more particularly listed in the Fourth Schedule hereunder written (“**Project Common Areas and Amenities**”).
- U. The Allottee/s in the said Project shall be entitled to utilize the amenity of club house situated on the Larger Property upon making payment of the requisite charges for access to and usage thereof, as may be fixed by the Promoter till the common areas and amenities are handed over to the Apex Body/Federation.
- V. The Promoter has appointed renowned Architect and Structural Engineer for the preparation of the structural designs and drawings of the said Building, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Promoter accepts professional

supervision of the architect and the structural engineer till the completion of the said Building.

W. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

X. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Project.

Y. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

Z. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.

AA. The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis and/or any other method as deemed fit and proper. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

BB. The Promoter has the right to sell the said Premises in the Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.

CC. The copy of the floor plan of the said Premises, is annexed and marked as **Annexure “F”** hereto.

DD. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Project shall be granted by the competent authority.

EE. Further, (i) the requisite approvals and sanctions, for development of the Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Project are applied for and/or in process of being obtained and/or obtained by the Promoter. The Promoter has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

FF. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.

GG. The carpet area of the said Premises as defined under the provisions of RERA, is mentioned in the **Second Schedule** hereunder written.

HH. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

II. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

JJ. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises along with the parking space on the specific terms and conditions as set out herein below.

KK. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure “A”	7/12 Extracts
Annexure “B”	NA Permission dated 30/05/2007
Annexure “C and C-1”	Title Certificates
Annexure “D”	Commencement Certificate
Annexure “E”	RERA Registration Certificate
Annexure “F”	Floor Plan

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA or this Agreement.
2. The Promoter shall construct the Project comprising residential building being the Project Building to be known as “**ZENITH**” consisting of such floors as described in the **Third Schedule** hereunder written, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MHADA/BMC from time to time. The Project shall have the Project Common Areas and Amenities that may be usable by the Allottee in common with all the other Allottees of the said Project as listed in the **Fourth Schedule** hereunder written.

PROVIDED THAT the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the

said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

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

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises more particularly described in the **Second Schedule** hereunder written for the Sale Consideration (as more particularly mentioned in the **Second Schedule** hereunder written). The said Premises are marked in Red colour hatched lines on the floor plan annexed and marked as **Annexure “F”** hereto.
- (ii) The Promoter shall allot to the Allottee parking space/s being constructed on the basement/podium/stilt as more particularly mentioned in the **Second Schedule** hereunder written and hereinafter referred to as the “**Parking Space**”, the cost of which is included in the Sale Consideration. The exact location of the Parking Space will be finalized by the Promoter at the time of handing over Possession.
- (iii) The Allottee has paid on or before the execution of this Agreement, part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Sixth Schedule** hereunder written and hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the manner more particularly mentioned in the **Sixth Schedule** hereunder written.
- (iv) The Allottee agrees to pay the Sale Consideration in instalments as set out in **Sixth Schedule** hereto, along with applicable taxes, within 15 (Fifteen) days from the date of written demand made by the Promoter in respect thereof, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the

Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the **Sixth Schedule** hereunder written (“**the said Account**”). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account more particularly mentioned in the **Sixth Schedule** hereunder written (“**the RERA Account**”).
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses, (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, the proportionate share of property tax towards land under constructions, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby

unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

- (vii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable only for subsequent payments.
- (viii) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said building is complete and the Occupation Certificate is granted by the MHADA/BMC or such other competent authority, by furnishing details of the changes, if any, in the carpet area, as mentioned in the **Second Schedule** hereunder written subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction is more than the defined limit of 3% (three per cent), then the Promoter shall refund the excess money paid by Allottee for the area above and beyond 3%, within 45 (forty-five) days with interest at the rate specified in the RERA Rules,

from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3% (three per cent), then the Promoter shall demand additional amount for the area above and beyond the 3% from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square metre as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.

- (x) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.
- (xi) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover, and the Allottee shall be liable pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (xii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in **Sixth Schedule** herein below (which will not absolve Allottee of its responsibilities under this Agreement).
- (xiii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in

the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the TMC or any other authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the TMC, the Occupation Certificate in respect of the said Premises.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof as per the terms of these presents. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
6. The Promoter has notified and the Allottee is aware that the Project Common Areas and Amenities to be provided in the Project are being developed in a phase-wise manner to be shared in common by all the allottees and occupants therein and that the same will be completed on or before completion of the Project (subject to any Force Majeure event). It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately. The Allottee agrees and confirms not to raise any dispute in respect thereof in any manner whatsoever.
7. **FSI, TDR and development potential with respect to the said Project on the said Property:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential) in the manner more provided herein and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is clarified that the Promoter will be entitled to utilise the FSI emanating from the Larger Property (including TDR, incremental FSI or any other benefit whether on payment of any premium or otherwise, by whatever name called) in any manner and on any portion of the said Property as it deems fit and proper and the Allottee shall not demand sub-division of the said Property/Larger Property in any manner whatsoever.

8. **Possession Date, Delay and Termination:**

- (i) The Promoter shall expects to give possession of the said Flat on or before _____ being the project completion date declared by the Promoter in the RERA Registration Certificate or any such date as may be extended by RERA (**“Possession Date”**) and for all claims of interest/delayed possession and legal purposes RERA Project Completion date alone shall be considered subject to any extension as may be granted by RERA. Provided however, that the Promoter shall be entitled to such extension of time beyond the Possession Date for giving delivery of the Premises that is equivalent to the entire period of the delay caused due to any /all the event/s, beyond the control of the Promoter (**“Extended Date”**), as listed hereinafter: -

- 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;

- (ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the project completion date as declared under RERA, then the Allottee shall be entitled to either of the following options: -

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**“Interest Notice”**), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon, for every

month of delay from the expiry of the grace period (“**the Interest Rate**”), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee;

OR

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, to formally cancel this Agreement for Sale, the Allottee shall execute and register a Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque dated 30 (thirty) days from the date of execution of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“**Interest Rate**”), to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

9. In case the Allottee elects its remedy under Clause 8 (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under Clause 8 (ii) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.

10. Subject to the right of the Promoter to terminate this Agreement, if the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable, till the date such amounts are fully and finally paid together with the interest thereon.
11. Without prejudice to the right of the Promoter to charge interest at the Interest Rate, as mentioned in Clause 8 (ii) (a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (“**Promoter Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. It is agreed that on such termination and cancellation, the Allottee shall execute and register a Deed of Cancellation in respect of the said Premises in the manner as stated in this sub-clause, and the Promoter shall be entitled to forfeit 10% of the Sale Consideration and all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, brokerage/referral fees,

taxes paid/payable and administrative charges as determined by the Promoter (“**Forfeiture Amount**”) as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises and further upon resale of the said Premises to another allottee, whichever is later, the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee if any applicable. In the event the Allottee has availed of financial assistance from any Bank or Financial Institute for the purchase of the said Premises, then the Promoter shall deposit the refund amount directly with such Bank/Financial Institution and the Allottee shall seek refund of dues, if any, from such Bank/Financial Institution. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car park in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said Premises as mentioned above, the Promoter shall be entitled to retain the refund amount and the Allottee shall not be entitled to claim any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any.

12. It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee. In the event that there is no refund applicable then the Promoter shall be entitled to recover the such amount from the Allottee.
13. The Project Common Areas and Amenities in the Project that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written.

14. **Procedure for taking possession:**

- i. Upon obtainment of the Occupancy Certificate including part occupation certificate/s from the TMC or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project, provided the Allottee has made payment of entire Sale Consideration and all other amounts due and payable in terms of this Agreement.
- ii. The Allottee shall take possession of the said Premises within 15 days of the Possession Notice. If the Allottee fails to take possession of the said Premises, within the aforesaid period then the Allottee shall bear and pay to the Promoter separate/independent pre-estimated and fixed charges calculated at the rate of Rs.10/- per square feet Carpet Area (RERA) of the said Premises, per month (Holding Charges).
- iii. Upon receiving the Possession Notice from the Promoter as per Clause 14(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnities, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 14(ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises from the date mentioned in the Possession Notice, which shall be over and above the Holding Charges.
- iv. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Project and said Property including inter-alia, local taxes, property tax, NA tax, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other concerned local authority and/or Government water charges, insurance,

common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, one time club membership charges (non-refundable) and usage charges, maintenance and upkeep of common areas and facilities and all other expenses necessary and incidental to the management and maintenance of the Project and/or the said Property. Until the said Project is handover to Society and the Conveyance is duly executed and registered in favor of the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that the provisional monthly contribution per month towards the outgoings shall be as per **Seventh Schedule** subject to actual cost to be determined at the time of handover of possession of the said Premises and/or handover of the charge of the affairs of the Project Building to the Society at the discretion of the Promoter. The Allottee agrees that in the event of deficit /shortfall if any, in respect of the advance maintenance charges/outgoings collected from him/her, upon reconciliation of accounts at the time of such handover of statement of accounts to the Society, he/she shall be bound and liable to make the payment in that regard upon demand by the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the handover of the Project to the Society whereupon the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter.

- v. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity,

natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacture directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

- vi. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

15. CAR PARKING

- (i) The Allottee is/ are aware that as a part of the Project Building/Project the Promoter is constructing basement and ground floor which consists of several/covered/ stilt/basement/podium/ mechanically operated/ stack car parking spaces to be used by the Allottees of the residential flats in the Project Building/ Project.
- (ii) The Allottee is/ are aware that the open car parking spaces (if allotted) are part of the said buildings common amenity which shall be owned by the Promoter/ Society and the Allottee's right to use such open car parking spaces shall be subject to the rules and regulations, as and when framed in respect of the said

Project /Building.

(iii) The Allottee is/ are aware that the Promoter shall be allocating other car parking space/s like covered/stilt/podium etc. to several allottees of the residential flats in the Project and the Allottee undertakes not to raise any objection in that regard and the rights of Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby accords his/her/their irrevocable and unconditional consent to the Promoter to sell/allocate the other car parking spaces to the allottees of the respective residential flats in the Project. The Allottee hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of parking of car only and not otherwise. The Allottee hereby further warrants and confirms that the Allottee shall upon formation of the Society, as contemplated herein, cause such Society to confirm and ratify the said allocation and shall not shall cause the Society to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of the residential flats in the Project Building/ Project. The allocation is for smooth functioning and to avoid disputes between Allottees.

16. Formation of the Society and Other Societies:

- (i) The Promoter may in its discretion form separate society for Building forming part of the Project to be constructed on the said Property.
- (ii) Upon 51% of the total number of units/premises in the Building being booked by allottees, the Promoter shall initiate the process for applying to the competent authorities to form a co-operative housing society or an association to comprise solely of the Allottee and other allottees of units/premises in that said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
- (iii) The Allottee shall, along with other allottees of premises/units in the said Building, join in forming and registering a co-operative housing society or an association under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder, and in accordance with the provisions of the RERA and RERA Rules, in respect of the said Building in which the

allottees of the respective premises in the said Building alone shall be joined as members (“**the Society**”).

- (iv) For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (v) The name of the Society shall be solely decided by the Promoter.
- (vi) The Society shall admit all purchasers of flats and premises in the said Project Building as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.
- (vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Building, if any. Notwithstanding formation of Society and/or execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises alongwith the unallotted car parking spaces and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body/Federation for the sale/ allotment or transfer of the unsold premises/ areas in the said building/ the Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.

- (viii) Upon receipt of the full occupation certificate with respect to the said Building of the said Project, the Society shall be responsible for the operation and management and/or supervision of the said wing/building and its common areas, amenities and facilities including payment of all applicable taxes and charges, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the full occupation certificate of the said Building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Society.
- (ix) For the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an apex society comprising the Society and the other societies in the Larger Property (“**the Apex Society/Federation**”). Upon formation of the Apex Society/Federation, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined by the Apex Society/Federation.
- (x) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or the Apex Society/Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Apex Society/Federation and their respective members/ intended members including the Allottee on prorata basis, as the case may be, and the Promoter shall not be liable towards the same.
- (xi) Till the formation of the Society/Apex Society /Federation, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities in the said Project more particularly specified in the **Fourth Schedule** hereunder written (excluding those handed over to the Society/ under their respective Society Conveyance). Post the formation of the Society/Apex Society/Federation, the Society/Apex Society/Federation as the case may be, shall be responsible for the operation and management and/or supervision of the said Property, including any common areas facilities and

amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

17. Conveyance to the Society:

- (i) Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said Project/Building, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said Building, whichever is later, the structure of Building comprising the basements, podium, stilts, habitable floors and common areas and amenities situated on these habitable floors together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society vide a registered indenture of conveyance (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the receipt of the full occupation certificate, the Society shall be responsible for the operation and management and/or supervision of the said Building including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Allottee for himself and as prospective member of the Society acknowledges the FSI and development potential of the Project arises from the said Property/Larger Property and the Allottee shall neither raise any claim or demand in respect thereof nor seek sub-division of the said Larger Property in any manner whatsoever.

It is clarified that the Project Common Areas and Amenities including will be conveyed/ handed over to the Society/Apex Society/Federation as the case may be.

18. Formation of the Federation:

- (i) Within a period of 3 months of obtainment of the full Occupation Certificate or full completion certificate of the last building which is to be constructed in the Larger Property, , the Promoter shall initiate the process for applying to the competent authorities to form a federation of societies comprising the Society and/or other Societies on the said Larger Property as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules (“**Apex Body/Federation**”).
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Society and/or other Societies, as the case may be and its members/intended members, and the Promoter shall not be liable toward the same.
- (iii) Till the formation of the Federation, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities in the Larger Property (excluding those handed over to the Society/ other Societies/ under their respective Society Conveyance). Post the formation of the Federation, the Federation shall be responsible for the operation and management and/or supervision of the said Larger Property, including any common areas facilities and amenities thereon and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Federation from time to time.

19. Transfer of the Larger Property to the Federation:

- (i) Within a period of 3 (three) months of registration of the Federation, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the all projects, in the Larger Property whichever is later, the Promoter shall execute or cause to be executed and register a Transfer Deed whereby the Promoter shall

transfer/cause to be transferred whether by way of conveyance or lease, as the Promoter may deem fit and proper, all its undivided right, title and interest in the said Property/Larger Property including any areas, spaces, common areas, facilities and amenities in the said Property/Larger Property that are not already conveyed to the respective Society and/or other Societies in favour of the Apex Society /Federation (“**Federation Transfer**”). It is clarified that only the portion of the said Larger Property/said Property remaining in balance after handing over the stipulated percentage if any, to the TMC or any other statutory, local or public bodies or authorities and/or after developing public amenities, alone will be transferred and conveyed to the Federation.

- (ii) The Allottee and/or the Society and/or other Societies and/or the Apex Society/Federation shall not raise any objection or dispute if the area of the Larger Property shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the projects on the Larger Property or for any other reason of the like nature.
 - (iii) The Apex Society /Federation and all its member societies shall be required to join in execution and registration of the Federation Transfer. The costs, expenses, charges, levies and taxes on the Federation Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Federation alone.
18. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause 8 above, pay to the Promoter such amounts towards charges and deposits, as specified in the **Seventh Schedule** hereunder written.
19. The said amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from

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

20. The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the said Property which shall be maintained and paid for in the manner set out hereinabove.

21. Loan and Mortgage:

- a. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- b. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively

borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- c. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- d. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law, subject however to receipt of the entire Sale Consideration alongwith applicable taxes and other charges as per the terms hereof.

22. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- i. The Promoter has clear title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project, subject to the terms and conditions of the Agreements/deeds mentioned above, the litigations and the mortgages if any updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

- iii. There are no encumbrances upon the Project except those disclosed in this Agreement and as may be updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;
- iv. There are no litigations pending before any Court of law with respect to the Project except as disclosed in the Title Certificate/s;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance in favour of the Society, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure of the said Building, together with common areas situated in the building/wing so long as they shall be forming part of the Project;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property) has been received or

served upon the Promoter in respect of the said Property and/or the Project except those disclosed in the title certificate.

- xii. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project or any part thereof including any common areas facilities and amenities on such terms and conditions as it may deem fit. The Allottee hereby agrees and confirms to pay and reimburse to the Promoter, the fee payable to the agency on prorated basis. Over and above the same, the Allottee/s shall also be liable to pay to the Promoter, Promoter Management Fees equivalent to 15% of the costs incurred by the Promoter as well as such amount incurred by the Promoter towards Manpower Expenses as applicable, for the maintenance and management of common areas and facilities in the Project.
- xiii. The Promoter shall be entitled to designate any spaces/areas on the said Property/Project or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the allottee/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by allottee/s of units/premises in the Project, as the case may be. The Promoter and its workmen/agents/contractors/ employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the said Property.
- xiv. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the said Property at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the

Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

xiv. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the said Property (both inherent and further/future) as provided herein, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/alterd/new construction and development in accordance therewith.

xv. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Property, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

23. In the event the Allottee intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s's benefit/s under this Agreement, then the Promoter/Owner shall be entitled to a right of first refusal to the said Flat as well as the Allottee/s's right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

- a. The Allottee shall address a letter (“**Offer Letter**”) to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as “**Offer Price**”), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.
- b. In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter (“**Notice Period**”) informing the Allottee/s of the Promoter’s intention to purchase /acquire the said Flat (“**Acceptance Letter**”), and till the receipt of the Acceptance Letter the Allottee shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price. In the event the Promoter does not convey its acceptance within the Notice Period then the Allottee shall be entitled to proceed with the sale of the said Premises in the manner set out below.
- c. The Promoter may at its sole discretion, on a written request to that effect made by the Allottee prior to the exercise of the option by the Promoter as contemplated in Clause 23.b above, dispense with the ROFR upon the Allottee making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Allottee be entitled to sell the said Premises to the

said proposed transferee on the same terms and conditions as were offered by the Allottee to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new allottee of the said Premises, and the Allottee undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee and the proposed transferee.

d. The Allottee agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter/Owner in terms of Clause 23.c above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 23.b above, then the Allottee right to sell the said Premises to such proposed transferee shall lapse, and the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of this Clause and the process to be followed therein shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

e. It is hereby clarified that, in the event of the Allottee/s proposing to give the said Flat on lease and/or leave and license basis only, then the provisions contained in Clauses 23.b to 23.c above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter/Owner before effecting any such lease and/or leave and license arrangement.

24. The Allottee, with intention to bring all persons into whosoever hands the Premises and /or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -

- a. To maintain the said Premises at the Allottee's own cost in good and tenatable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said

Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

- b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated and in case any damage is caused to the Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project in which the said Premises is situated and shall not alter, chisel or in any other manner

cause damage to or remove columns, beams, internal walls, slabs or RCC, Pardi or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

- e. Not to enclose the balcony area or flowerbed inside the said Premises without the prior express written permission of the Promoter.
- f. The Allottee is aware that the balcony of the said Premises has a glass railing from the outside. The Allottee will not damage the glass of the balcony and ensure safety measures and in case of any damage to the same promptly get it repaired and reinstated at his/her/their own cost without causing any risk to the residents and damage to any part of the Project Building.
- g. Not to carry out any illegal activity from the said Premises, which is against the interest of the Society and other allottees in the Project Building.
- h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and/or the Project in which the said Premises is situated.
- j. To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.
- k. To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- l. Not to change the user of the said Premises without the prior written permission of the Promoter and Society;

- m. Not to use or access the open and green spaces falling outside the said Property and Project;
- n. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- o. Not to change the external colour scheme or the pattern of the colour of the Project Building;
- p. Not to change exterior elevation or the outlay of the Project Building;
- q. Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Allottee carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter shall lapse and the Allottee is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- r. The Allottee shall not seek any sub-division of the said Property;
- s. During the execution of interior works, the Allottee shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Premises again;

- t. The Allottee shall ensure that the execution of interior works in the said Premises is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- u. The refuge area to be provided in the Project shall form a part of the common area and facilities in the Project and no individual allottee shall claim any right to occupy the same in any manner whatsoever.
- v. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the Building Rules, Regulations and Bye -laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- w. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- x. The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing

then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Promoter Termination Notice.

y. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of TMC and the concerned bodies/authorities in respect of the said Property and its development, shall be binding upon the Allottee/s and Society.

z. The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or said Property, as the case may be, which the Promoter will upload from time to time.

aa. Till the entire development on the said Property/Larger Property is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property/Larger Property and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Project, and the management and administration thereof.

bb. The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to

prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property.

cc. The Allottees are aware and confirm that the Project Common Areas and Amenities shall be usable by the allottees of the Project and shall be utilised in accordance with the prevailing rules and regulations.

dd. It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.

ee. Till the Society Conveyance of the Larger Property s is executed in favour of the Society, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof, to view and examine the state and condition thereof.

ff. Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society as the case may be.

gg. Promoter shall have all rights for end use of treated sewage water of the available quantity at specified quality for any deemed necessary application or use purposes in the said Project. Surplus secondary treated water meeting quality level as per relevant prevalent norms of concerned statutory authority (ies) shall be utilised at the Promoter's discretion which may be utilized in the said Project for gardening and other purposes and/or in the adjacent residential and other projects and/or discharged into water /drainage bodies. Promoter

shall have the right to refuse, determine and decide drawl of treated sewage in any case and under all circumstances and the Allottee undertake not to raise any dispute for the same.

hh. The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.

ii. The Allottee has expressly agreed to take prior written consent from the Promoter or the Society, as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written consent of the Promoter or the Society then the Promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.

jj. The Allottee agrees and covenants that the name of the Project shall at all times be “ZENITH” and shall not be changed without the prior written permission of the Promoter.

kk. The Allottee agrees and covenants that the Project Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Project/ said Property shall be an integral part of the Project and neither the Allottee nor any person or entity on the Allottee’s behalf shall, at any time claim any exclusive rights with respect to the same.

ll. The Allottee agrees and covenants that the entry and exit points and access to the Project and the said Property shall be common to all allottees, users and occupants in Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottees, users and/or occupants in the Project and/or any part thereof.

mm. The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/allottees/occupants of the respective premises in the Project, in

accordance with the rules and regulations as may be specified by TMC from time to time.

nn. In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

oo. The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or said Property and/or the Project Common Areas and Amenities, or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be impartible, and will be held only through the Society, of which he shall be admitted a prospective member.

pp. The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project/said Property are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.

qq. The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives or employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance

of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

rr. The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.

ss. The Allottee/s in the said Project shall be entitled to utilize the amenity of club house situated on the Larger Property upon making payment of the requisite charges for access to and usage thereof, as may be fixed by the Promoter till the common areas and amenities are handed over to the Apex Body/Federation.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Conveyance in favour of Society .

26. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained herein and/or in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however

have a right to raise finances on the said Property and other areas excluding the said Premises. The details of such mortgages shall be disclosed in accordance with the provisions of RERA.

27. Binding Effect:

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

28. Nominee:

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

- b. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

29. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

30. Right to Amend:

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

31. Provisions of this Agreement applicable to Allottee/subsequent allottees:

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

32. Severability:

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

33. Method of calculation of proportionate share:

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

34. Further Assurances:

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

35. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

36. Place of Execution:

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

37. The Allottee and/or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.
38. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

FOR ALLOTTEE

Details are more particularly described in the **Second Schedule** hereunder written.

FOR PROMOTER:

RUNWAL DEVELOPERS PRIVATE LIMITED

Through it Director/Authorized Signatory & Notified Email ID as described in **Second Schedule** hereunder written

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

39. **Joint Allottees:**

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

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

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer

of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

41. Dispute Resolution:

If any disputes, differences or claims arise between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within 90 (ninety) days after commencement of discussions or such longer period as the parties may agree to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

42. Governing Law:

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

43. In case the Allottee/s has accepted to book the apartment under payment scheme as described in Sixth Schedule mentioned hereinunder, the Allottee/s hereby accepts the Payment Schedule and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.

44. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter is set out in Title clause and of the Allottee is/are set in **Second Schedule** hereunder written:-

45. Construction of this Agreement:

a. Any reference to any statute or statutory provision shall include:-

- i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - ii. any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- b. Any reference to the singular shall include the plural and vice-versa;
- c. Any references to the masculine, the feminine and/or the neuter shall include each other;
- d. The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- e. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- f. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- g. References to a person (or to a word importing a person) shall be construed so as to include:
- i. An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association,

organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

FIRST SCHEDULE

PART - I

(Description of "the Larger Property")

All those piece or parcel of Land along with structures standing thereon admeasuring about 110600sq.mtrs. (about 27 Acres) bearing S. No. 208 (P) To 212(P), S.N. 214, S.N. 215(P), To, 221 and New S.N. 43, H. No.2, 3, 4A, 4B, 4C, 4D, S.N. 44, H. No.1, 2A, 2B, S.N. 45, H. No.1A, 1B & 2 To 8, S No. 46, H.S No. 1,2,3 A, 3B, 4 To, 17A, S. No. 47, H. No. 2 To 5 & 7, S. No. 49, H No. 3 To 6 & 9, S. NO. 50, H. No. 1 & 2, S. No. 51, H. No.2b TO 5,6A & 6B, 7 to 15, S. No. 52, H. No.1To 3, S. No. 53, H. NO. 1 To 3, S. No. 54, H. No. 1 To 4, 5A, To 6, 5B, 5C, 5G, 5D, & 8A S No. 55, H. No. 1A,1B, & 2, S. No. 56, H. No. 1 To, 6 at Village Balkum - Dhokali in the Registration District and Sub-District Thane.

PART - II

(Description of "the said Property")

All those piece or parcel of Land admeasuring about 3160 sq.mtrs bearing part of part of Survey No.51 Hissa No. 2B, 3, 4, 5, 6A, 6B, 7 to 15, part of Survey No.52, Hissa No.1 to 3 and part of Survey 53 Hissa No.1 to 3, situate at Village Balkum-Dhokali, Registration District and Sub-District of Thane

SECOND SCHEDULE
(Details of Flat and Allottee/s)

THIRD SCHEDULE

(Description of the Project Building)

The said Building comprising of :

FORTH SCHEDULE
PROJECT COMMON AREAS & AMMENITIES

FIFTH SCHEDULE
INTERNAL AMMENITIES:

SIXTH SCHEDULE
(Sale Consideration & Payment Schedule)

SEVENTH SCHEDULE
OTHER CHARGES

EIGHTH SCHEDULE

DETAILS OF NOMINEE

Name of the Nominee/s	:	_____
Age	:	_____
Date of Birth if the Nominee is Minor	:	_____
Address:	:	_____

Relationship with the Allottee/s	:	_____

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

SIGNED AND DELIVERED)
By the within named **PROMOTER**)
RUNWAL DEVELOPERS PRIVATE LIMITED)
By the hand of its Director/Authorized Signatory)
Mr. _____)
in the presence of)
1 _____)

2 _____)

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

in the presence of)

1. _____)

2. _____)

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

For **RUNWAL DEVELOPERS PRIVATE LIMITED**

Director/Authorised Signatory

ANNEXURE “ A ”

PROPERTY REGISTRATION CARDS

ANNEXURE “ B ”
N.A. PERMISSION

ANNEXURE “ C ”
TITLE CERTIFICATE

ANNEXURE “ D ”
COMMENCEMENT CERTIFICATE

ANNEXURE “ E ”
RERA CERTIFICATE

ANNEXURE “F”
FLOOR PLAN

COMPANY PAN CARD

