AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made at Mumbai this ____ day of ____________, Two Thousand and ___________;

BETWEEN

M/s. Srushti Raj Developers LLP a limited liability partnership incorporated under the provisions of Limited Liability Partnership Act, 2008, bearing LLPIN **AAB-5612** having its office at 401-402, 4th floor, Viraj Towers, Western Express Highway, Near WEH Metro Station, Andheri (East) Mumbai – 400 093, 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 and assigns) of the **FIRST PART**;

AND

(1)____________ (2) _________________ Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their/heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary 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 the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **SECOND PART**.

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

WHEREAS:

A. Municipal Corporation of Greater Mumbai **("MCGM")** is the owner of all those pieces and parcels of land admeasuring approximately **8314.48** sq. mts. or thereabouts bearing CTS Nos.139(part), 139/1 to 139/238, 139/239(pt), 139/243 to 244, 139/251 to 275 & 139/303, 139/304(pt), 139/305(pt), 139/306, 139/307(pt) & 139/308(pt), 139(376) to 139(379), 139(390), 139(655) to 139(657), 140(part), 140/1 to 140/3, 140/4(part), 140/5(part), 140/13, 140/14, 140/15(part), 140/16(part), 140/17(part), 140/18 to 140/26, 140/27(part), 140/28(part), 140/29(part), 140/30, 140/31(part), 140/32, 140/43 to 140/60, 140/61(part), 140/62(part), 140/63, 140/64(part) lying, being and situate at Village Majas, Taluka Andheri, District Mumbai Suburban, Jogeshwari (East), Mumbai- 400 060 **("Larger Layout Land")**. The property register card/s **("PRC")** with respect to the Larger Layout Land stands in the name of MCGM and is a censused slum in the records of the Competent Authority. The Larger Layout Land is more particularly described in the First Schedule (Part A) hereunder and washed/outlined with Black coloured boundary on the Plan annexed hereto and marked as **Annexure "1".**

B. A Letter of Intent dated 13th December 2019 was issued by the Slum Rehabilitation Authority ("**SRA**") to the Promoter for implementing the Slum Rehabilitation Scheme **("S.R. Scheme")** on the Larger Layout Land with respect to "Shiv Shakti SRA CHS (prop.)" situated on all those pieces and parcels of land bearing CTS Nos. 139(pt.), 139/1 to 139(82), 139(84) to 139(135),139(138) to 139(139), 139(143) to139/223, 139/225(pt.), 139/228(pt.), 140(pt.), 140/1 to 140/3, 140/4(pt.), 140/5(pt.), 140/13, 140/14, 140/15(pt.), 140/16(pt.), 140/17(pt.), 140/18 to 140/26, 140/27(pt.), 140/28(pt.), 140/29(pt.), 140/30, 140/31(pt.), 140/32, 140/43 to 140/60, 140/61(pt.), 140/62(pt.), 140/63, 140/64(pt.) of Village Majas, Taluka Andheri for Shiv Shakti CHS (prop.) Prem Nagar, Janata Squatters Colony, Jogeshwari (East), Mumbai 400 060 and within the Registration District and Sub District of Mumbai Suburban.

C. A Letter of Intent was thereafter revised from time to time and as per the latest revised and amended Letter of Intent dated 5th July, 2022 **("LOI")** issued by SRA to the Promoter, the S. R. Scheme for "Shiv Shakti SRA CHS (prop)" situated on all those pieces and parcels of land bearing CTS Nos. 139(pt.), 139/1 to 139(82), 139(84) to 139(135),139(138) to 139(139), 139(143) to 139/223, 139/225(pt.),139/228(pt.), 140(pt.), 140/1 to 140/3, 140/4(pt.), 140/5(pt.), 140/13, 140/14, 140/15(pt.), 140/16(pt.), 140/17(pt.), 140/18 to 140/26, 140/27(pt.), 140/28(pt.), 140/29(pt.), 140/30, 140/31(pt.), 140/32, 140/43 to 140/60, 140/61(pt.), 140/62(pt.), 140/63, 140/64(pt.) of village Majas, Taluka Andheri Prem Nagar, Janata Squatters Colony, Jogeshwari (East), Mumbai 400 060 was amalgamated with the adjoining S. R. Scheme for "Prem Nagar Jai Hind SRA CHS (prop)" situated on plot bearing CTS nos. 139(pt), 139/224 to 238, 139/239(pt), 139/243 to 244, 139/251 to 275& 139/303, 139/304(pt), 139/305(pt), 139/306, 139/307(pt) & 139/308(pt) of Village Majas, Taluka Andheri, Jogeshwari (East), Mumbai-400 060, under the provisions of Regulation 33(10) of the Development Control and Promotion Regulations **("DCPR"),** such other provisions of the DCPR as applicable and in accordance with the LOI the Promoter is entitled to develop the Larger Layout Land **("the Scheme").**

D. The Promoter in consonance with the LOI, is entitled to construct sale and rehab building(s), including Project Affected Person (PAP) units if any to be handed over to SRA.

E. The Promoter reserves the right to amalgamate, club, de-club and/or re-club, the Larger Layout Land, with such Slum Rehabilitation Schemes Open Land/s, at its sole discretion and as required till the completion of the development of the Larger Layout Land.

F. The Promoter is vested with the right to develop the Larger Layout Land inter-alia by constructing new buildings thereon. The buildings to be constructed by the utilization of the full and maximum development potential (both present and future) of the Larger Layout Land are hereinafter for the sake of convenience referred to as **"the New Buildings".**

G. As per the present approved plans by the concerned Competent Authority, the details of the New Buildings are as under: -

i. Building No. 1 (Rehab) having Lower ground (part stilt + part commercial + part pit parking) + Upper ground (part commercial + part amenities) + 1st to 20th upper residential floors.

ii. Building No. 2 (Sale) comprising of 3 wings being Wing A, Wing B & Wing C, where, (1) Wing A consists of Ground floor with commercial units (shown as LG in approved plans) + 1st floor with residential units (shown as UG in approved plans) and 2nd to 21st upper residential floors (shown as 1st to 20th floors in approved plans), (2) Wing B consisting of Ground floor with part stilt + part services (shown as LG in approved plans) + 1st floor with part commercial + part residential units (shown as UG in approved plans) + 2nd to 21st upper residential floors (shown as 1st to 20th floors in approved plans) and (3) Wing C consisting of Ground floor with part commercial + part stilt (shown as UG in approved plans) + 1st floor with residential units (shown as UG in approved plans) + 2nd to 21st upper residential floors (shown as 1st to 20th floors in approved plans) ("**the said Building**") and a standalone structure connecting the said Building comprising of stilt plus 4 upper floors that shall exclusively cater to the amenities including but not limited to Fitness centre, Banquet and Swimming Pool for the occupants of the Building No. 2 (Sale) and Builidng No. 3 (Sale) **("Fitness Center")**.

iii. Building No. 3 (Sale) comprising of Ground (commercial) + 1st to 19th upper residential floors.

iv. Total 5 [five] nos. of Car Parking Towers adjacent to the Building No. 1 (Rehab), a part of the Larger Layout Land for the occupants of the Building No. 2 (Sale) and Builidng No. 3 (Sale) ("**Parking Towers**").

v. Common Electric Sub-stations on the portion of land of Building No. 1 (Rehab) forming part of the Larger Layout Land shall be used by the occupants of Building No. 1 (Rehab), Building No. 2 (Sale), Builidng No. 3 (Sale**)** and the Additional Building/s (defined herein below) **("the Sub-Station**").

H. The Promoter is entitled to to sell all saleable premises of free sale component, TDR and rights and benefits out of the Scheme for such price and terms and conditions as it deems fit and proper;

I. The Promoter is undertaking the development of the Larger Layout Land for a mixed-use project and is constructing the project thereon in the following manner:

(i) On a portion of the Larger Layout Land admeasuring approximately 1884.14 square meters (hereinafter referred to as "**the said Building Land**"), the Promoter is proposing to construct the said Building called as 'Codename Highway Touch' **and referred to as Building No. 2 (Sale)** in the latest approvals, comprising of 3 wings being Wing A, Wing B & Wing C, whereby (1) Wing A consists of Ground floor with commercial units (shown as LG in approved plans) + 1st floor with residential units (shown as UG in approved plans) and 2nd to 30th upper residential floors (shown as 1st to 20th floors in approved plans), (2) Wing B consisting of Ground floor with part stilt + part services (shown as LG in approved plans) + 1st floor with part commercial + part residential units (shown as UG in approved plans) + 2nd to 30th upper residential floors (shown as 1st to 20th floors in approved plans) and (3) Wing C consisting of Ground floor with part commercial + part stilt (shown as UG in approved plans) + 1st floor with residential units (shown as UG in approved plans) + 2nd to 30th upper residential floors (shown as 1st to 20th floors in approved plans), subject to the approvals by the concerned authorities and in accordance with applicable laws. The said Building Land is more particularly described in the First Schedule (Part B) shown and delineated with thick Red coloured boundary on the Plan annexed hereto and marked as **Annexure "2"**.

(ii) The Promoter proposes to eventually consume a total FSI of either approximately 60,000 square meters (including ancillary FSI) and/or the maximum development potential of the Larger Layout Land as is/may be permissible from time to time under the governing regulations (**"Total FSI"**), for the construction of the New Buildings/Additional Buildings (as defined herein below) on the Larger Layout Land that may be generated from time to time in the construction and development of the Real Estate Project or to be used anywhere in the Larger Layout Land.

(iii) In the event of amalgamation of any of the adjoining plots as stated herein below, amendments in UDCPR/FSI, by which the Total FSI shall increase, then the term Total FSI shall be deemed to be inclusive of such increased FSI.

(iv) On the balance portion of the Larger Layout Land, the Promoter proposes to construct, Building No. 1 (Rehab) and Builidng No. 3 (Sale) forming part of the Larger Layout Land and other Real Estate Projects from time to time which will inter-alia comprise of a mixed use of residential / commercial / other users, shopping complexes / malls, schools, retail shops, hotels, hospitals and such other users as may be permitted from time to time, in the manner the Promoter deems fit. Currently, the approved floors for the Building No. 1 (Rehab) is total 20 floors, including Lower Ground plus Upper Ground floor and 1st floor upto 20th floor. The Promoter intends to apply for additional height permission(s) from the Competent Authority to construct upto a maximum of 30 floors and shall construct the same or part thereof as approved by the Competent Authority.

(v) The Larger Layout Land is naturally sub-divided by the DP Road on the south side. The Promoter intends to construct a building for sale of residential and commercial units on the Land admeasuring approximately 440 sq. mtrs. situated across the DP Road on the south side i.e. Building No. 3 (Sale). The Promoter may construct the Building No. 3 (Sale) for purposes including but not limited to sale, Permanent Transit Camp ("**PTC**"), at it's own discretion subject to the receipt of approvals.

(vi) In case, the Promoter constructs Building No. 3 (Sale) for the purpose of PTC, the allottee/s or occupants of the Building No. 3 (Sale) shall not be entitled to use the Fitness Center and Parking Towers, and the car parking spaces shall be authorized/permitted for use by the Promoter in accordance with the revised approvals/plans.

(vii) The Promoter is proposing to construct the Parking Towers and the distance between the Parking Towers and Building No. 1 (Rehab) will be 0.45 square meters (sq. mts.).

(viii) The Promoter is entitled to construct commercial units in the said Building which shall be allotted to the occupants of Builidng no. 1 (Rehab) **("Rehab Commercials")** and the Promoter herein reserves the right to sale the balance commercial units in open market after allocating the same to the Rehab Commercials.

J. The Allottee/s acknowledge/s and confirm/s that the Promoter proposes to undertake construction on the Larger Layout Land by utilization of the full and maximum development potential of the Larger Layout Land (including FSI available by payment of premium or price arising out of the change of law and policy, purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, incentive FSI, additional FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of reservations to the concerned authorities and/or

FSI) and in accordance with the approvals and permissions obtained/ to be obtained from time to time and as disclosed in the Larger Layout Land. The plan of the Larger Layout Land which is annexed to this Agreement as **Annexure "1"**, tentatively indicates the present/future/new buildings/towers/wings that may be built on the Larger Layout Land as separate real estate projects. The Promoter reserves its rights and shall continue to be entitled to amend, modify and/or substitute the Larger Layout Land including any future and further development of the Larger Layout Land including the location of the reservations, if any, affecting the Larger Layout Land and to be constructed at any place on the Larger Layout Land, in full or in part, as may be required by the Promoter from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the Larger Layout Land anywhere on the Larger Layout Land, in a phase-wise manner as may be deemed fit and proper by the Promoter, including implementing various schemes / regulations as mentioned in the Development Control and Promotion Regulations or based on expectation of increased FSI / development potential which may be available in future on modification of provisions of DCPR as applicable from time to time, which are applicable to the development of the Larger Layout Land inter alia in consonance with revised DCPR. Any amendments to the Larger Layout Land in accordance with the revised approvals and permissions and what is stated herein will result and require changes to the Larger Layout.

K. The development of the said Building i.e. **'Codename Highway Touch'** (is proposed as a "real estate project" by the Promoter, and is registered as a 'real estate project' **("Real Estate Project")** with the Real Estate Regulatory Authority **("Authority")**, under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 **("RERA Act")** read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 **("RERA Rules")**, as amended from time to time. The Authority has duly issued the Certificate of Registration bearing No. **P51800046839** dated **14.09.2022,** for the Real Estate Project **("RERA Certificate")** and a copy of the RERA Certificate is annexed and marked as **Annexure "3"** hereto.

L. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocate(s) and Planning and Architectural Consultants. The Allottee/s has/have agreed and consented to the development of the said Building Land (as defined below). The Allottee/s has/have also examined all the documents and information uploaded by the Promoter on the website as required by the Authority, RERA Act and the RERA Rules and has understood the documents and information in all respects. Prior to the execution of this Agreement, the Allottee/s has/have made enquiries thereon and is/are satisfied with respect to (i) the title of the Promoter to undertake the construction on the said Building Land and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein; (ii) the approvals and permissions (including Intimation of Approval and Commencement Certificate) obtained till date. The Allottee/s undertake/s that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

M. The carpet area of the said Premises and "carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premsies for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said

Premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises. The carpet area (as defined under RERA Act) of the said Premises is as setout in the **Second Schedule** hereunder written (hereinafter referred to as **"Carpet Area"**). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat in the Building known as Codename Highway Touch as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**said Premises**").

N. The principal and material aspects of the development of the Real Estate Project as proposed to be sanctioned, are briefly stated below:

(i) The said Building is currently launched and registered under its alias **'Codename Highway Touch'** and the Promoter shall be entitled to formally re-name the said Building at a later date and the name shall not be changed by the Allottee/s and / or the Society/Apex Body, as the case may be.

(ii) The said Building to be constructed by the Promoter is proposed to comprise of three wings viz: 3 wings being Wing A, Wing B & Wing C, whereby (1) Wing A consists of Ground floor with commercial units (shown as LG in approved plans) + 1^{st} floor with residential units (shown as UG in approved plans) and 2^{nd} to 30^{th} upper residential floors (shown as 1^{st} to 20^{th} floors in approved plans), (2) Wing B consisting of Ground floor with part stilt + part services (shown as LG in approved plans) + 1^{st} floor with part commercial + part residential units (shown as UG in approved plans) + 2^{nd} to 30^{th} upper residential floors (shown as 1^{st} to 20^{th} floors in approved plans) and (3) Wing C consisting of Ground floor with part commercial + part stilt (shown as UG in approved plans) + 1st floor with residential units (shown as UG in approved plans) + 2^{nd} to 30^{th} upper residential floors (shown as 1^{st} to 20^{th} floors in approved plans).

(iii) By and under the amended Intimation of Approval dated 6^{th} July, 2022 **("IOA")**, SRA has approved the plans for the said Building. Copy of the IOA is hereto annexed and marked as **Annexure "4"**.

(iv) By and under its letter dated 06^{th} July 2022, the SRA has issued Commencement Certificate (**"the Commencement Certificate"**) upto plinth level. A copy of the Commencement Certificate is hereto annexed and marked as **Annexure "5"**.

(v) The Promoter intends to apply for additional height permissions from the Competent/Appellate Authority (Civil Aviation) for constructing upto a maximum of 30^{th} floors and shall construct the same or part thereof once approved by the Competent Authority.

(vi) The Promoter further declares and reserves the rights to modify/alter the FSI used on each approved floor, in case the additional height up to 30^{th} floors of the said Building is not permitted. The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that the Promoter may on its discretion including but not limited to planning constraints or on account of the height not being sanctioned or for any other reason may construct a building having floors less than the aforesaid maximum of 30^{th} floors and the Allottee/s explicitly and irrevocably agree/s and consent/s to the same. On account of the above, there may be changes / amendments in location, area, count of refuge floors/units, water tanks, staircases, width of staircases, lifts, car parking, fire check floor, fire chute, etc, and the Allottee/s agree/s and provide/s his/her/their/it consent in writing for the same subject to any of these changes not affecting the location of the said

Premises.

(vii) The said Building is approved and will be constructed with deficient open space and the Allottee/s is/are made aware of the same and that the Allottee/s /member/ occupants will not make any claims/damages/risks against the CEO (SRA), SRA and/or its staff/representatives with respectto the same.

(viii) The Allottee/s has/have been further explained by the Promoter and the Allottee/s understand/s that there might be a change in area of the Premises in future on account of change in applicable laws, amended agreements/understandings and/or availability of further FSI.

(ix) The Real Estate Project shall comprise of apartments, flat/s, shops / commercial units and other units.

(x) At present, a total FSI of 23980.25 square meters (sq. mts.) have been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of 11312.50 square meters as maybe generated and approved. The total FSI thus to be consumed for the development of the Real Estate Project shall be 35292.75 square meters or thereabouts.

(xi) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in Part A of the **Third Schedule** hereinunder (**"Real Estate Project Amenities"**). The Allottee/s shall bear and pay usage charges as may be fixed by the Promoter and also the taxes as may be applicable thereon for utilizing the amenities which are chargeable.

(xii) The Promoter is proposing to construct certain common areas and facilities / amenities located in the Real Estate Project that to be used by the Allottee/s of the said Real Estate Project and the Allottee/s of the Building no. 3 (Sale) within the Larger Layout Land in case Builidng no. 3 (Sale) shall be constructed as sale building. The said common areas and facilities / amenities which may be used by the Allottee/s of the said Real Estate Project and the Allottee/s of the Building no. 3 are listed in Part B of the **Third Schedule** hereunder written ("**Larger Development Amenities**"). The Allottee/s of Real Estate Project and Builidng no. 3 (Sale) shall bear and pay usage charges as may be fixed by the Promoter and also the taxes as may be applicable thereon for utilizing these amenities.

(xiii) The Promoter reserves the right to substitute, upgrade, modify, relocate or enhance any or all the Real Estate Project Amenities.

(xiv) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Real Estate Project. The Promoter shall be entitled to place, select, decide the sites and put hoarding/boards of their logo and/or brand name or any other logo and/or brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Promoter or its nominee shall have the right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the society of the Allotee/s in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or monies for the same to the Society.

(xv) The Promoter would be entitled to aggregate any contiguous land parcel/s with the development of the Larger Layout Land, as provided under the proviso to Rule 4(4) of the RERA Rules. In the event of amalgamation of the Larger Layout Land with adjoining Land parcel/s, the access road/s shall then be used by the flat/unit purchasers of the buildings constructed on such contiguous land parcel/s as well. The details of the formation of the Society (defined below) and the conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses 12 and 14 below.

(xvi) The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority i.e. https://maharera.mahaonline.gov.in

O. The Promoter has entered into standard agreement/s with a Licensed Surveyor/Architect registered with the SRA.

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

Q. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Building Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyor, Shri Rajesh Khandeparkar of Messrs V.S. Vaidya and Associates, and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder, including *inter alia* the following:

(i) Letter dated 01.12.2021 issued by Mumbai Fire Brigade, MCGM, whereby Mumbai Fire Brigade, MCGM has accorded its NOC for the said Building, in the manner and on the terms and conditions as setout therein.

(ii) All the title deeds, documents, etc., referred to in this Agreement.

(iii) All the title deeds and documents in relation to the said Building Land.

(iv) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Building Land including the layout plan, building plan, floor plan and the Commencement Certificate; and

(v) Copy of the Title Report dated 05th August, 2022 issued by Adv. Cecil Sam Philip **("Title Report")** certifying the right/entitlement of the Promoter is annexed and marked herewith as **Annexure "6"**.

(vi) Copies of all deeds and documents as referred to in the Title Report.

(vii) The authenticated copies of the PRC of the said Building Land are annexed hereto as **Annexure "7"**.

(viii) The authenticated copies of the plans of the Larger Layout Land as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for the Real Estate Project have been annexed hereto and marked as **Annexure "8"**. The authenticated copies of the plans and specifications of the said Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure "9"**.

R. While sanctioning the plans, approvals and permissions as referred hereinabove, the Competent Authority/ies have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authority.

S. The Promoter has obtained some approvals from the concerned local authority including but not limited to the plans, the specifications, elevations, sections of the said New Building/s and shall obtain the pending approvals from various authorities from time to time, so as to obtain the Building Completion Certificate or Occupation Certificate of the said Building;

T. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the Competent Authorities have been obtained, the details whereof are stated herein and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.

U. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred to hereinabove.

V. 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.

The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises for a lumpsum consideration as set out in the **Second Schedule ("Sale Consideration")** hereinunder written and upon the terms and conditions mentioned in this Agreement. The Allottee/s agree/s and confirm/s that the Sale Consideration referred to above has been derived after taking into account all the benefits available and / or derived on account of GST and/or transition to GST. In case the benefits available and/or derived under the GST laws, are reduced due to change in the laws / rules / regulations and / or on account of change in the interpretation by the Tax Authorities, then the Allottee/s agree and confirm that, the Promoter shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits. It is agreed and clarified that the Sale Consideration shall be paid by the Allottee/s as mentioned in the Fifth Schedule.
(*applicable in case when the Allottee/s has/have opted for Construction Linked Payment plan*)

OR

The Allottee/s has/have approached the Promoter seeking a rebate in the Sale Consideration for the said Premises in lieu of early payment of the Sale Consideration. In this regard, pursuant to the discussions and negotiations between the Parties, the Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises for lumpsum consideration as set out in the **Second Schedule** ("**Sale Consideration**") hereunder written and upon the terms and conditions mentioned in this Agreement. It is agreed and clarified that the Sale Consideration is the sale consideration (after providing rebate by the Promoter as per the

aforesaid discussions and negotiations) fixed as per the Second Schedule in lieu of the Allottee/s agreeing to pay the Installments (defined below) of the Sale Consideration as mentioned in the Fifth Schedule.
(*applicable in case when the Allottee/s has/have opted for Down payment at the time of booking of the said Premises and made the payment accordingly*)

OR

The Allottee/s has/have approached the Promoter opting for Subvention Scheme at the time of booking of the said Premises. In this regard, pursuant to the discussions and negotiations between the Parties, the Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises for lumpsum consideration as set out in the **Second Schedule** ("**Sale Consideration**") hereunder written and upon the terms and conditions mentioned in this Agreement. The Allottee/s agree/s and confirm/s that the Sale Consideration referred to above has been derived after taking into account all the benefits available and / or derived on account of GST and/or transition to GST. In case the benefits available and/or derived under the GST laws, are reduced due to change in the laws / rules / regulations and / or on account of change in the interpretation by the Tax Authorities, then the Allottee/s agree and confirm that, the Promoter shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits. It is agreed and clarified that the Sale Consideration shall be paid by the Allottee/s as mentioned in the Fifth Schedule.
(*applicable in case when the Allottee/s has/have opted for subvention Scheme at the time of booking of the said Premises*)

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

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

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 are 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 Act.

2. The Promoter proposes to construct the said Building named as "Codename Highway Touch**"** on the said Building Land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the SRA and the other Competent Authority/ies from time to time.

   PROVIDED THAT the Promoter shall obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications or alterations which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government Authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this clause shall mean a change in the location of the said Premises within the Real Estate Project. Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the

Promoter from time to time, by obtaining 2/3rd consent of concerned adversely affected Allottee/s in the Real Estate Project as the case may be. It is clarified that the consent of those Allottee/s who are not affected by the modifications, variations, addtions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required. It is further clarified that only if the said Premises allotted to the Allottee/s under this Agreement is relocated anywhere else in the Real Estate Project, the Allottee/s shall be deemed to be adversely affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements, without any consent from the Allottee/s.

3. **DISCLOSURES AND TITLE:**

(i) The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of their rights, title and interest in the Real Estate Project and the said Premises and the Allottee/s has/have taken full, free and complete disclosure of the rights, title and interest of the Promoter to the said Building Land, the said Premises and the Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

(a) Nature of the right, title and interest of the Promoter to undertake construction on the said Building Land and the development of the Real Estate Project and the encumbrances thereon;

(b) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;

(c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Fourth Schedule** hereunder written;

(d) FSI utilized and/or to be utilized in the Real Estate Project / the said Building Land/ larger Layout Land as setout herein;

(e) The nature of the organization to be constituted of the Allottees of the Premises in the Real Estate Project and the Allottees of the other Real Estate Projects in the Larger Layout Land;

(f) The Approvals to be obtained, in relation to the Real Estate Project/s development on the Larger Layout Land;

(g) Nature of responsibilities of the Promoter and Allottee/s under this Agreement;

(h) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges (as defined herein below), facility charges, taxes, maintenance and outgoings.

(i) The nature of the right, title and interest of the Allottee/s in the said

Premises hereby agreed to be created.

(ii) The Promoter is entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclosed herein.

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

(iv) It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges (as defined herein below), facility charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

(v) The Allottee/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoter shall have the option to allot any other premises of the same area in the said Real Estate Project, in lieu of the Premises hereby agreed to be sold, provided that the Sale Consideration shall be adjusted at the same rate as agreed herein and the same shall be recorded through a registered Supplemental Agreement for Sale.

(vi) The Allottee/s is aware that there are going to be building(s) / wing(s) which shall be constructed on a portion of the Larger Layout Land for accommodating the eligible slum dwellers of the Scheme and/or slum dwellers/tenants from adjoining properties to be amalgamated or clubbed as recited herein before and the building where they will be accommodated will be called Building No. 1 (Rehab)/Rehab Building/Wing(s).

(vii) The Allottee/s is also aware that there may be some shops/commercial units in the said Building as per the Scheme which may be sanctioned from time to time for allotment to the eligible slum dwellers. In that event, subject to what is stated elsewhere in this Agreement, the Promoter shall form a composite society of the sale building inter alia, including the shops as set out hereinabove.

4. **Purchase of the said Premises and Sale Consideration:**

(i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the

Promoter hereby agrees to sell to the Allottee/s the said Premises, as more particularly described in the **Second Schedule** hereunder written and as shown hatched with red colour on the floor plan annexed and marked **Annexure "9"** hereto, for the Sale Consideration as set out in the **Second Schedule** hereunder written. The Allottee(s) hereby confirm(s)/undertake(s) that he/she/they is/are law abiding citizen(s) and that the Sale Consideration including Other Charges and taxes paid/payable under this Agreement is/shall be funded from their own bonafide employment/business earnings or by procuring financial assistance from Financial Institution(s)/lender. The Allottee(s) indemnifies the Promoter explicitly to this extent.

(ii) The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Consideration as advance payment as more particularly described in the **Fifth Schedule** hereunder written and hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **Fifth Schedule** hereunder written.

(iii) The Promoter shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed out in the **Fifth Schedule** hereunder written (the payment at each stage is individually referred to as "**the Installment**" and collectively referred to as "**the Installments**"). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract. To clarify further, the completion of a particular milestone shall not necessarily mean and it should not be interpreted in the same chronological manner or in the order specified in the Fifth Schedule hereunder written and the Demand and Tax Invoice to the Allottee/s shall be raised in accordance with completed milestone till such date.

(iv) Provided the Allottee is hereby explicitly informed by the Promoter and the Allottee has conceded, agreed and undertaken that;

a) the Promoter may also make such additions and alterations as may be required by the Allottee/s, within the said Premises or as may be required by any other allottee of the said Project within his/her/their/its Apartment/ Unit without the written permission of any other allottee/s of the premises in the Real Estate Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

b) the Promoter shall be allowed to amend/modify/alter configuration of any of the premise/s, flat/s on any floor or more than one floor in the said Building *inter alia* amalgamation of premise/s, flat/s forming premise/s, flat/s of larger size OR division of larger premise/s, flat/s forming compact size premise/s, flat/s OR in any other manner to suit volatile market scenario in the best interest of the Real Estate Project.

c) Currently, the approved height of the building permits a total of 21st floors, including Ground floor plus 1st floor upto 21st floor. The Promoter intends to apply for additional permissions from the Competent Authority to construct upto a maximum of 30 floors and shall construct the same or part thereof as approved by the Competent Authority. In case the additional height to construct upto 30 floors of the said Building has not been approved or permitted yet, the Promoter further declares and reserves the rights to modify/alter the FSI used on each approved floor.

d) The Allottee/s hereby gives their consent, No Objection as contemplated in Section 14 of RERA Act, any other section, rule of RERA Act and applicable provisions of any law to the same as long as any of the hereinabove modifications/amends/alterations do not adversely affect the said Premises as aforementioned in clause 2 above.

(v) The payment by the Allottee/s in accordance with **Fifth Schedule** is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the **Fifth Schedule** hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(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 construction / development of the Real Estate Project and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under 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, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name/nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Promoter or by the Promoter against any authority/ies or third party on account of such liability arising out of non-payment and/or any other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes.

(vii) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto as also the Other Charges set out in **Sixth Schedule** hereunder written ("**Other Charges**"). The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. Changes, if any, in the Other Charges as setout above shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. It is further clarified that the heads of Other Charges mentioned in the **Sixth Schedule** are only indicative and not exhaustive and the Allottee/s agree/s to pay to the Promoter, such other charges/amounts or such increase in the Other Charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said

Premises.

(viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(ix) The Promoter hereby agrees to authorize/permit the Allottee/s; parking space(s), without consideration, as more particularly described in the **Second Schedule** (**"the said Car Parking Space"**) in Mechanical Car Parking Towers viz: 1 to 5 ("**the said Mechanical Car Parking Towers**") to be constructed adajacent to the Building No. 1 (Rehab) in the Larger Layout Land. The said Mechanical Car Parking Towers have specific dimensions for car parking and the Allottee/s hereby confirms that they have checked on the available car parking sizes and are satisfied with the same and hereby undertakes that he/she/they shall not in future raise any dispute on the size, type and location of the said Car Parking Space to be allotted. However, the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and/or the Society and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the said Society/Apex Body. Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Car Parking Space as constructed by the Promoter.

(x) The Promoter has agreed to authorise/permit for the exclusive use of the Allottee/s with the said Premises, as stated above, the said Car Parking Space in the form of Mechanical Tower Car Parking system in theTower, the Promoter might construct at their sole discretion as more particularly described in the **Second Schedule** hereunder written. The Allottee/s agree/s and acknowledge/s that:

(a) The Promoter shall identify and authorize/permit to use the said Car Parking Space on or before handing over possession of the said Premises. The decision of the Promoter with respect to such identification and athorisation/permission to use the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby give/s his/her/their irrevocable consent for the same and undertake/s not to dispute such authorization/permission at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space permitted/authorized for use to him/her/them/it. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the said Car Parking Space will tantamount to material breach of the terms of this Agreement. For such breach, the Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit.

(b) Any mechanical car parking system that is purchased by the Promoter from third party Vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors, Competent Authority and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Promoter to maintain the said car parking space shall be limited to the extent of the warranty period or until the hand over of the management of the Real Estate Project to the Society of allottees therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Space for any reason whatsoever.

(c) The Allottee/s agree/s to extend complete co-operation at all times with other allottee/s who have been permitted to use the said Car Parking Space in the said Mechanical Car Parking Towers installed in the said Real Estate Project and ensure that the other allottee/s are able to park their cars/vehicles in their permitted car parking space/s at all times, without any difficulty.

(d) Incase the Allottee/s does not opt for car parking along with the said Premises under this Agreement, then the Promoter is under no obligation thereafter to provide a car parking to the Allottee/s in the future.

(e) The Promoter reserves the right to permit/authorize the car parking space/s until all the units of the said Building and Building No. 3 (Sale) are sold by the Promoter.

(xi) The said Car Parking Space shall be authorized/permitted by the Promoter to the Allottee/s at the sole discretion of the Promoter, on or around the Completion Date. It is agreed and clarified that the said Car Parking Space to be authorized/permitted may be undertaken even post handing over the possession of the said Premises.

(xii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the SRA/Competent Authority, by furnishing details of the changes, if any, in the Carpet Area , subject to a variation cap of 3% (three percent) on account of structural design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal after refitting of such finshes shall be solely borne and paid by the Allottee/s alone. The total Sale Consideration payable on the basis of the re-measured Carpet Area of the said Premises, shall be re-calculated by the Promoter.

(xiii) If there is any reduction in the Carpet Area within the defined limit of 3%, then the Promoter shall refund the proportionate excess money paid by the Allottee/s within 45 (forty-five) days from the date of handing over of possession of the said Premises with an annual interest at the rate specified in the RERA Rules, from the date of such joint measurement. Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottee/s fails to take possession in accordance with the Possession Notice, as detailed out in clause 7 below. If there is any increase in the Carpet Area allotted to Allottee/s; the

Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s on or prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/ Allottee/s; as the case may be, under this clause, shall be made at the same rate per square meter as agreed in the **Second Schedule** hereunder written. Failure to make payments by the Allottee/s shall amount to "default" and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoter or the Allottee/s, as the case may be, under this clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee/s, he/she shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.

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

(xv) The Promoter has allowed a rebate for early payments, whereby the rebate and the rate of the rebate shall not be subject to any revision/withdrawal.

(*applicable in case when the Allottee/s has/have opted for Down payment at the time of booking of the said Premises and made the payment accordingly*).

(xvi) The Promoter has duly disclosed to the Allottee/s and the Allottee/s confirm/s and agrees that the Promoter may, at its sole discretion and for the purpose of aesthetics and/or compliance in accordance with any new applicable law/regulations, as the case maybe, after obtaining necessary approvals in this regard, duly make necessary / corresponding changes in part or whole of the layout plans, building plans and / or unit plans of the Real Estate Project.

(xvii) The Allottee/s confirm/s that in the instance of the Promoter requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government Authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this Agreement, they shall provide the same immediately upon request, as long as there is no change in the location/size of the said Premises within the Real Estate Project.

(xviii) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, overhead tanks, common entrances and exits of the building, meter room, other service areas and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project.

(xix) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.

(xx) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the Carpet

Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the Carpet Area of the said Premises. The Sale Consideration is only in respect of the said Premises.The Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the common areas and that the common areas shall be allowed to be used free of cost, without any price or consideration.

(xxi) 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 SRA or other Competent Authority(ies) at the time of sanctioning of the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the SRA or other Competent Authority(ies), the Occupation Certificate in respect of the said Premises.

(xxii) Time is of the essence for the Promoter as well as the Allottee/s; subject to the Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement, the Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof.

(xxiii) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.

(xxiv) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Second Schedule** hereinunder written. Any payments made in favour of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.

(xxv) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.

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

(xxvii) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.

5. **[A] FSI, TDR and development potentiality with respect to the Real Estate Project**:

The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

[B] Adjoining Land / Properties and clubbing of scheme within city

1. The Promoter reserves the right to develop the lands adjacent to the said Building Land (hereinafter referred to as the "Adjoining Land/Properties") in accordance with Rule 4(4) of the RERA Act, which are more particularly washed in Blue colour on the Plan annexed hereto and marked as **Annexure "1"**. The Promoter shall also be entitled to club/amalgamate the development of the Larger Layout Land (or part thereof) with the Adjoining Land/Properties and such other lands / schemes within the city/suburbs, which is permitted to be amalgamated or clubbed with the Larger Layout Land in a phased manner whether as a common integrated layout with the Larger Layout Land (or part thereof) or otherwise, subject to necessary approvals, sanctions, permissions from the concerned authorities. Under DCPR, the Promoter shall be entitled to construct additional building/s ("**Additional Building/s**") on the Larger Layout Land and/or Adjoining Land/Properties (hereinafter collectively referred to as **"Additional Land"**) by utilization of FSI, fungible FSI, floating FSI, premium FSI, TDR to be purchased/generated in relation to the development / re-development of the Larger Layout Land (or part thereof) with the Adjoining Land/Properties and such other lands / scheme within the city/suburbs, which is permitted to be amalgamated or clubbed with the Larger Layout Land. The Promoter shall register such phases individually with MahaRERA in accordance with RERA Act and RERA Rules thereabout from time to time. The total FSI and the area of the Larger Layout Land shall accordingly be increased. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may deem fit: -

(i) Amalgamate schemes of development, land parcels, land composition and land mix of different tenure.

(ii) Float FSI/TDR from the Larger Layout Land onto the Adjoining Land/Properties, clubbed plot/scheme and from the Adjoining Land/Properties, clubbed plot/scheme onto the Larger Layout Land and undertake consequent construction, development, sale, marketing and alienation;

(iii) Provide right of way, common access and entry and exit points to and from the Larger Layout Land (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Larger Layout Land (or part thereof) and the Adjoining Properties.

2. Accordingly, the Promoter shall be entitled to the entire FSI and residual floor space index in respect of the such additional land, clubbed plot/scheme and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights, availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to the Larger Layout Land and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to Promoter and the Promoter or its Group/Affiliate entities may propose to utilise the same on any portion of the Larger Layout Land in the manner as it deems fit and appropriate and the Allottee and/or the society/limited company/association of allottees (defined hereinafter) shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof.

3. The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Building Land, such additional land, clubbed plot/scheme shall continue to vest with the Promoter as on the date of conveyance/lease, even after the execution of the Deed of Conveyance and/or deemed conveyance, lease and/or after the statutory vesting of the said Building Land or part thereof in favour of the society/limited company/association of allottees/Apex Body (as defined hereinbelow), and the same shall be reserved therein in terms of a covenant and undertaking of the society/limited company/association of allottees/Apex Body to the Promoter in the title documents to be executed in favour of the society/limited company/association of allottees.

4. The Allottee/s is/are aware and informed that in the event there is any change in the layout approvals for the phase-wise development of the Larger Layout Land, such additional land and clubbed plot / scheme the same may result in the change of the layout of the Larger Layout Land, such additional land and clubbed plot / scheme and the Allottee/s has/have confirmed that the amendment to the layout and at any time in future, whether by way of amalgamation of such additional land or sub division and/or clubbing/de-clubbing/re-clubbing of one or more schemes and/or in any manner whatsoever and modification/variation of the sanctioned plans including the building plans as a result thereof, shall be permissible, however the same would not affect the said Premises.

[C] Right of Way for Development of Adjoining/Abutting Land/Properties

In such case that the Promoter undertakes the development of the Adjoining/Abutting Land/Properties to the Larger Layout Land, then the Promoter reserves the right to provide a Right of Way through the Larger Layout Land to the Allottee/s/ residents/ purchasers of the units/premises/rehab occupants in the Additional Building/s including Building No. 1 (Rehab), PTC and the Allottee/s consents and gives their approval for the same.

6. **Completion Date, Delays and Termination**:

(i) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the SRA for the said Premises by the date as more particularly mentioned in the **Second Schedule** hereinunder written ("**Completion Date**"). Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of-

a) war, civil commotion, act of God,
b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(ii) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 5(i), then the Allottee/s shall be entitled to either of the following:

(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's Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Completion Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s; or

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). It is clarified that except for the failure of the Promoter to hand over the possession of the said Premises on or about the Possession date or further date as maybe mutually agreed between the Promoter and the Allottee/s (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s, subject to settlement/adjustment of the bank loan, if any, availed by the Allottee/s from any bank/ financial institution against the mortgage / security of the said Premises and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time to be computed from the date the Promoter received Allottee/s Termination Notice. Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoter till the date of receipt of Allottee/s Termination Notice) and interest within 30 days from the date of receipt of the Allottee/s Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement.

(c) It is agreed that if the Allottee/s does/do not settle the bank loan or the Allottee/s does/do not procure conditional no objection certificate from existing bank/financial institution permitting resale of the said Premises to third party and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Premises and authorize/permit the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion and thereafter the Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said Deductions (as defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges, as set out in clause 6(viii) below, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the deed of Cancellation. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.

(iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 5(i)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 5(i)(b) above.

(iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 5(iv) above, and any other rights and remedies available to the Promoter, (a) if Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or fails to appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, as per Clause 34(i); and/or (b) the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s

(vi) Upon occurrence of an event of three (3) defaults in respect of installments, the Promoter shall be entitled to at his/her/their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; 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 this Agreement.

(vii) If the Allottee/s 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 the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; on receipt of the Promoter's Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

(viii) On the issuance of the Promoters' Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Space, with effect from the date of expiry of the Promoters' Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee the following ("**the said Deductions**") which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty (a) an amount equivalent to 20% (twenty percent) of the Sale Consideration ("**Forfeiture Amount**"), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoters' Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoters' Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Promoter (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has/have opted for any special scheme of the Promoter, the total amount of EMI's borne and paid by the Promoter on behalf of the Allottee/s (i) in case the Allottee/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s ("**the said Deductions**"). The Allottee/s agrees to execute a deed of cancellation if so required by the Promoter for recording the termination of this Agreement in the form and manner as may be required by the Promoter.

(ix) Upon receiving the Promoters' Termination Notice, or if the Allottee/s wishes to terminate this Agreement for Sale for any reasons other than those mentioned in clause 6(ii)(b) above, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises and the said Car Parking Space in the manner it deems fit and proper. The Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said Deductions including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 5(viii), refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the deed of cancellation.

(x) In case the Promoter receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Allottee/s without any interest thereon.

7. **Procedure for taking possession**:

(i) Upon obtainment of the Occupancy Certificate from the SRA or other Competent Authority(ies) and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the intimation of possession letter, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges and other society charges as determined by the Promoter and demanded vide Possession Notice/any other communication or the Society, as the case may be, prior to taking possession. The Allotee/s has further agreed and undertaken to clear all the pending dues as aforesaid including but not limited to arrears of interest (if any) on all the amounts payable in respect of the said Premises as demanded vide Possession Notice/any other communication. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 3 (three) months after receipt of Occupation certificate in respect of the Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the intimation of possession.

(ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.

(iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs.1,00,000/- (Rupees One Lakh Only) as an **Interest Free Building Protection Deposit** to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest one month after the successful completion of joint inspection of the premises Fit Out in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and shall be without prejudice to other rights and remedies which the Promoter is entitled to.

(iv) Upon receiving the Possession Notice from the Promoter as per Clause 7(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all Other Charges with respect to the said Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

(v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project including *interalia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.

(vi) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take the possession of the said Premises within the time stipulated by the Promoter i.e within 15 days from the Possession Notice/possession intimation, then the Allottee/s shall in addition to the said Sale Consideration and Other Charges, pay to the Promoter holding charges at the rate of Rs. 4 /- (Rupees four) per month per square feet of the total area of the said Premises including taxes ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of such delay the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

8. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project 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 or at the option of the Promoter , the Allottee/s may receive from the Promoter resonable compensationfor such defect in the manner as provided under the Act.

Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any Force Majeure Events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project.

9. Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said

Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Promoter, the defect liability automatically shall become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

(i) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Premises/ Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.

(ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;

(iii) That, further where the manufacturer's warranty on any product/amenity provided in the said Premises/ Real Estate Project or the said Car Parking Space ends before the defect liability period and such warranties are covered under the maintenance of the said Premises/ Real Estate Project/Larger Development, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time;

(iv) That, the Real Estate Project and the development of the Larger Layout Land as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;

(v) That, the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

10. The Allottee/s shall use the said Premises or any part thereof or the said Car Parking Space or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s confirm/s to abide by the rules and guidelines laid down by the Society/Apex Body to be formed with respect to the said Premises, part thereof, said Car Parking Space and common areas with respect to its maintenance, upkeep and costs incurred thereon.

11. **Facility Manager**

(i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the said Building Land and/or the Larger Layout, and such decision shall be final and binding until the Society Transfer in respect of the said Building Land is executed in favour of the Society or Apex Body. Thereafter, subject to the provisions of Clause 11(iii) below, the Society and/or the Apex Body shall be entitled to undertake the maintenance of the said Building Land alongwith the building standing thereon or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and/or the Apex Body commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and/or the Apex Body. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) The Promoter shall have the right to designate any space on the said Building Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The Promoter shall also be entitled to designate any space on the said Building Land and/or in the of the said Building to such utility provider, either on leave and licence or leasehold basis inter alia for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.

(iii) Notwithstanding any other provision of this Agreement,

(a) the Promoter has till the handing over of the affairs of the said Building to the Society and / or the Apex Body thereof the right to supervise and manage the operations and maintenance of the said Building, common amenities and facilities on the said Larger Layout Land during/after the development of the said Building Land and shall in this regard be entitled to nominate any one or more persons for undertaking necessary activities in this regard ("**Facility Manager**"). The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ allottees/occupiers of the premises of the said Building/Real Estate Project in the manner as may be determined by the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.

(b) The Promoter shall for the works undertaken in relation to paragraph 12(iii)(a) above, additionally charge a fee amounting to 8% on the cost and expenses incurred towards management, operation and maintenance of the said Building, common amenities and facilities on the said Building Land after/during the development of the said Building Land as management fee ("**Management Fees**") until such time the Society has been formed and the Promoter has handed over the management of the operation and maintenance of the Real Estate Project to the Society.

(c) The Allottee/s hereby agrees to pay the Management Fees to the Promoter in the manner as set out in the above-mentioned clause and the same shall be due and payable by the Allottee/s from the date of the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier. The amounts set out in point (6) of the **Sixth Schedule** include the Management Fees. The Promoter shall be entitled to appropriate itself the Management Fees and the applicable taxes thereon including GST thereon directly therefrom without any further notice or intimation to the Allottee/s every month. The Allottee/s shall soley be liable to proportionate GST on the Management Fees.

(iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said Building Land and/or the said Building.

12. **Formation of the Society and Other Societies**:

(i) There may be separate Co-operative Society/ies or a common organization in respect of the A, B and C wing of the said Building standing on the said Building Land and for the Rehab Commercials or there may be one Co-operative Society or common organization of the A, B and C wing of the said Building and for the Rehab Commercials. The decision of the Promoter in respect of the formation of the Society and grant of Lease of the said Project Land and the said building shall be valid and binding on the Allottee/s and such Society/Societies or common organization.

(ii) Upon 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project being registered by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s alongwith the other allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA Act and the RERA Rules.

(iii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA Act and the RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("**the Society**").

(iv) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s 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(ies).

(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 Real Estate Project as members, in accordance with its bye-laws.

(vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Further, the Promoter shall be allowed to use the common areas till the time unsold premises are sold and the Allottee/s shall not object the same.

(viii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(ix) The Promoter shall be entitled to use and consume the entire development potential on the said Buidling Land or part thereof even after formation of the Society/Apex Body and the Society and/or the Allottee/s shall have no objection against the same.

(x) Post execution of Society Conveyance/Lease, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises including and not restricted to access to the common areas of the Society and usage of the same for marketing purposes or otherwise as stated herein.

(xi) The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution to the Society/Apex Body/Federation towards the maintenance of any of the unsold premises in the Real Estate Project or in the Larger Development till the Apex Body Transfer. Post the Apex Body Transfer, the Promoter shall pay an amount of Rs. 500/- (Rupees Five Hundred Only) per premises per month towards the maintenance of any of the unsold premises in the Real Estate Project or in the Larger Development, till the sale of such unsold premises. The Promoter shall be liable to pay property taxes at actuals for all unsold premises.

(xii) The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution towards transfer fees/charges and/or non-occupancy charges, whatsoever to the Society/Apex Body/Federation for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Larger Development.

(xiii) The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in Additional Buildings, in accordance with the provisions of the

Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA Act and RERA Rules ("**Other Societies**").

(xiv) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (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/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable towards the same.

(xv) Till the entire development of the Larger Layout Land and such Additional Land to its full development potential has been completed in all respects, the Allottee/s /the Society 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 for and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.

13. **Formation of the Apex Body**:

(i) After completion of development in respect of the Larger Layout Land and Additional Land, the Promoter shall submit application/s to the Competent Authority(ies) to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA Act and the RERA Rules ("**Apex Body**").

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (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 Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

14. **Transfer to the Society and Other Societies**:

(i) Within 3 months from the date of issuance of the Full Occupation Certificate or as prescribed by the Local Laws/Regulations/Competent Authority(ies) in respect of last building in the larger layout comprising Larger Layout Land excluding the Setback and Additional Land, the building in respect of the Real Estate Project 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 Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

(ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective Real Estate Project or portions thereof.

(iii) Further, the Promoter shall convey the Parking Towers to the Association/Apex Body to be formed by the Societies from the said Building and Building No. 3.

(iv) In case, the Promoter constructs Building No. 3 (Sale) for the purpose of PTC, the allottee/s or occupants of the Building No. 3 (Sale) shall not be entitled to use the Parking Towers, and accordingly the Parking Towers will be conveyed to the Association/Apex Body to be formed by the Societies from the said Building or as may be warranted in consonance with the revised approvals/plans and at the discretion of the Promoter.

(v) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Conveyance and the respective conveyances to Other Societies, including in respect of (a) any documents, instruments, papers and writings, (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/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable towards the same.

15. **Transfer of Larger Layout Land, Additional Land and certain common service/s to the Apex Body**:

(i) The overall scheme of the development of the Larger Layout Land and the Additional Land is/will be carried out under the provisions of Rule 33(10) of the DCPR and such other provisions of the DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCPR from time to time.

(ii) The Larger Layout Land excluding the Setback and the Additional Land shall be transferred in favour of the Society or Apex Body/ies, in accordance with the applicable law, as may be prevailing from time to time, and in consonance with applicable guidelines/circulars after taking into consideration respective land tenure (viz. leasehold/freehold), ownership and such other aspects.

(iii) Within a period of 3 (three) months of registration of the Apex Body:

(a) The Promoter shall transfer / cause to transfer the Larger Layout Land excluding the Setback and the said Additional Land in favour of the Apex Body, in accordance with the applicable law, as may be prevailing from time to time, inter alia Lease Deed / Conveyance ("**the said Transfer Document/s**").

(b) The Promoter shall also transfer/cause to transfer the Sub-Station and certain common service/s in favour of the Apex Body, in accordance with the applicable law, as may be prevailing from time to time, by the said Transfer Document/s.

(iv) The Apex Body shall be required to join in execution and registration of the said Transfer Document.

(v) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the said Transfer Document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

(vi) Post the execution of the said Transfer Document/s, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Layout Land and the said Additional Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

(vii) In case of land owned by Government Bodies including State Government, MCGM, MHADA, MMRDA etc., the Chief Executive Officer of SRA shall pursuant to Section 15A of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 ("**Slum Act**") and upon completion of the entire development of the Larger Layout Land including the completion of development on the Additional Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with DCPR that may be in force from time to time, lease the Larger Layout Land and additional land excluding buildable and non-buildable reservations to be handed over to the concerned Authorities in favour of the Society/Apex Body formed of the association of Apartments/ Unit purchasers. The Allottee/s hereby agree(s) that he/she/it has/have understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that till conveyance/lease of the buildings and land as aforesaid to the association or apex body (as the case may be), the Allottee/s shall continue to pay all the outgoings as imposed by MCGM and/or concerned authorities and proportionate charges to the Promoter from time to time. The Allottee/s hereby agree(s) and confirm(s) that till conveyance/lease of the buildings and underlying Land to the association or apex body (as the case may be), the Allottee/s shall continue to pay all the outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Promoter from time to time;

(viii) Accordingly, SRA/Competent Authority shall execute Deed of Lease in favour of the Society/Apex Body after completion of the necessary formalities as contemplated under Section 15A of the Slum Act or under relevant provisions of respective statutes;

(ix) Till conveyance/lease as aforesaid and the conveyance/lease of the Building in which Apartment/Unit/Premise is situated is executed in favour of the society/ Apex Body or federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Layout Land and said Additional Land or any part thereof to view and examine the state and condition thereof;

(x) It is clarified that in case the Promoter is not the owner of the said Additional Land or part or portion thereof and does not have or hold the rights to convey or grant the lease/conveyance/transfer in respect of the said additional land or part or portion thereof in favour of the Society/Apex Body, then the only obligation of the Promoter/s in this regard shall be to make the requisite applications to the concerned Authorities / Owner / Holder and to make reasonable endeavors for execution of the transfer as aforesaid in favour of the Society/Apex Body. The proposed lease deed and/or conveyance or other instrument of transfer in favour of the Society/Apex Body shall be in accordance with the applicable laws, provisions of the DCPR and the policies pertaining to the redevelopment schemes, as may be adopted from time to time by the SRA/Competent Authorities/Government of Maharashtra. All the costs, charges and expenses, penalties, goods and service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the aforesaid transfer shall be borne and paid by the Society/Apex Body and the Promoter shall not be liable to bear and pay any amounts towards the same;

(xi) The Allottee/s has/have understood the aforesaid scheme as envisaged by the Promoter regarding the aforesaid transfer in favour of the Society/Apex Body and the Allottee/s hereby agree/s and undertake/s with the Promoter that the Allottee/s shall never hold the Promoter responsible or liable if the concerned authorities do not execute or approve the lease deed for the aforesaid transfer in favour of the Society/Apex Body or any other document of transfer. Moreover, the execution of the documents for effectuating the transfer in favour of the Society shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned Authorities and/or the Government and the Allottee/s hereby agree/s and undertake/s that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature;

(xii) In case of land owned by the Promoter, the Promoter shall notwithstanding any provision of law to the contrary subject to the approval of or as may be directed by the SRA and/or the Government, execute in favour of the Society/Apex Body a lease or conveyance of the Larger Layout Land/Additional Land or portion thereof, as the case may be, as the Promoter may deem fit. The Promoter shall cause to convey/lease the title in respect of the Larger Layout Land/Additional Land or portion thereof to the Society/Apex Body within such period as the Promoter may deem fit, however such conveyance/lease shall not be later than 6 (six) months from date of the completion of the entire development of the Larger Layout Land/additional land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with DCPR that may be in force from time to time and sale of all the Apartments/shops/premises/ commercial office/units in the said Building/s and receipt of the entire consideration in respect thereof.

16. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the **Sixth Schedule** hereunder with the Promoter. The amounts mentioned in the **Sixth Schedule** shall not be accountable by the Promoter except the amounts collected under point 5 & point 6 of **Sixth Schedule** which shall be accounted only to the Society of the premises purchasers and not to the Allottee/s individually. The Other Charges are tentative and are liable to be revised by the Promoter on or before handing over possession of the said Premises. Changes, if any, in the amounts shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Sixth Schedule** to the bank account of the Promoter, as detailed in the **Second Schedule** hereunder written or as may be prescribed by the Promoter at the time of payment. For the purposes of this clause, the expression "**Promoter**" includes its nominee.

17. The amounts as mentioned in the **Sixth Schedule** are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s undertakes not to contest the same. Further, the Allottee/s understands and agrees that the Allottee/s shall bear and pay usage charges as may be fixed by the Promoter and also the taxes as may be applicable thereon for utilizing the amenities/ facilities provided in the Fitness Center. The aforementioned amounts do not include Property taxes. The Property taxes will be billed separately as and when raised by the SRA/MCGM and the Allottee/s shall make payment towards the same immediately to the Promoter. The Allottee/s undertakes that in the event the amounts collected under point 1 & point 6 of **Sixth Schedule** gets exhausted then the Promoter being the caretaker can raise additional invoice for the same.

18. In addition, the Allottee/s shall also pay to the Promoter an amount towards for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amount paid by the Allottee/s under **Sixth Schedule** is not refundable and no accounts and/or statement will be required to be given by the Promoter to the Allottee/s in respect thereof, more particularly detailed out in the **Sixth Schedule** mentioned herein.

19. The Promoter has informed the Allottee/s that there may be common access road, 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 Real Estate Project. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying pipelines, underground electric and telephone cables, water lines, drainage lines, sewerage lines, other connections, etc. through or under or over the Larger Layout Land or any part thereof.

20. **Representations and Warranties of the Promoter:**

(i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

(a) The Promoter has a clear and marketable title of the said Building Land and has the requisite rights to carry out the development on the said Building Land and also has actual, physical and legal possession of the said Building Land for the implementation of the Real Estate Project;

(b) The Promoter has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

(c) There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s;

(d) There are no litigations pending before any Court of Law with respect to the Real Estate Project;

(e) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;

(f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;

(g) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement/arrangement with any person or party with respect to the said Building Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(i) At the time of execution of the Society Transfer, the Promoter shall handover lawful, peaceful, physical possession of the Real Estate Project to the Society;

(j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till receipt of Occupation Certificate, and thereupon the same shall be proportionately borne by the Society; and

(k) 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 said Building Land) has been received or served upon the Promoter in respect ofthe said Building Land and/or the Real Estate Project, except those disclosed to the Allottee/s.

21. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:

(i) To maintain the said Premises at the Allottee/s' own cost in good and tenantable condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate 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 are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.

(iii) 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/s and shall not do or suffer to be done anything in or to the Real Estate 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/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) 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 Real Estate 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 condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building Land (if applicable) and/or the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) 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 Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society/Apex Body.

(vii) Not to raise any objection to the utilization of the total FSI in the Real Estate

Project on the said Building Land and additonal Land by the Promoter in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s confirm that he/she shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily caused.

(viii) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

(ix) Bear and pay in a timely manner all amounts, dues, taxes, Cesses, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.

(x) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.

(xi) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities.

(xii) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.

(xiii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises and/or the said Car Parking Space or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.

(xiv) Without prejudice to Clause 21 (xiii) above, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a Right of First Refusal (**"the ROFR"**) to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement, which shall be exercised in the following manner:

(a) The Allottee/s shall address a letter ("**Offer Letter**") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (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 of this Agreement and in particular, the terms embodied into this clause.

(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 20 (twenty) 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 Premises ("**Acceptance Letter**"), and till the receipt of the Acceptance Letter or the completion of 20 days, whichever is later, the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s 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 case of the Promoter's failure to issue the Acceptance Letter within the said period of 20 (twenty) days, the Allottee/s shall be free to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises to the proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter and upon compliance of following conditions of the Promoter:

i. the Promoter consenting to the said transfer by issuing a no objection certificate to the Allottee/s;

ii. the Allottee/s making a full and final payment of the Sale Consideration and all other amounts, including taxes and Other Charges, payable by the Allottee/s to the Promoter's under this Agreement

iii. the Allottee/s making a payment of a sum not less than 2% (two per cent) of the average market value for the said Premises, determined by the Promoter, based on the last 3 registered sales by the Promoter ("**Transfer Fees**");

(c) In the event the proposed sale of the said Premises to the proposed transferee is not completed in the form of registration of the Agreement within 60 (sixty) days from the receipt of the NOC or if the Agreement Value differs from the Offer Price, then the NOC shall deemed to have expired / become invalid, the right of the Allottee/s to sell/transfer the said Premises shall lapse and the rights of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause No. 21(xiii) above shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises or to initiate a new transfer.

(d) It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

(e) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 21(xiv)(a) to 21(xiv)(d) above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.

(f) It is further clarified that the provisions as contained in Clauses 21(xiv)(a) to 21(xiv)(d) above shall be applicable till the Society Conveyance/Lease.

(xv) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xvi) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xvii) Till the execution of the Society Transfer in favour of the Society/Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building Land, the Real Estate Project, or any part thereof, to view and examine the state and condition thereof.

(xviii) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **Fourth Schedule** hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.

(xix) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.

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

(xxi) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xxii) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.

(xxiii) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the **Fourth Schedule** hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the elevation.

(xxiv) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project.

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

(xxvi) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the SRA and other concerned authorities.

(xxvii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said Building in any manner whatsoever. Not to change the façade or outer look of the said Premises/ Real Estate Project.

(xxviii) 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 Building Land and the Real Estate Project and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.

(xxix) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Building Land and/or the Real Estate Project or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(xxx) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxxi) Not to violate and to abide by all the rules and regulations framed by the Promoter/ its designated Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the **"Fit-Out Guidelines"**).

(xxxii) The Allottee/s agree/s not to do, 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 Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

(xxxiii) The Allottee/s represent/s to the Promoter that the Allottee/s shall at no point bring/keep/retain within the Larger Layout Land/Real Estate Project/said Building Land/said Premises, any animal(s)/bird(s) other than pet Dog(s) and/or pet Cat(s) and/or pet Bird(s) (restricted to those breeds that are allowed lawfully), for any reasons whatsoever. The Allottee/s desirous of keeping pet dog(s) and/or cat(s) and/or bird(s) shall additionally ensure that the pet(s) are always kept restrained and shall not pose any threat/inconvenience to any of the other Allottees within the Larger Layout Land/Real Estate Project/said Building Land/said Premises.The

Allottee/s shall further obtain permission as may be required from the Competent Authority and comply with all requisite guidelines in respect thereof.

(xxxiv) The Allottee/s shall never, in any manner, enclose any planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

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

(xxxvi) Shall not display at any place in the Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project.

(xxxvii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(xxxviii) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / authorised by the Promoter.

(xxxix) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xl) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter/ the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.

(xli) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

(xlii) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work of the balance said Building with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xliii) The Allottee/s hereto agrees and acknowledges that at the time of handover of Society or Apex Body, the Promoter shall earmark certain parking spaces for use by such unsold Apartments/Units/Premises and the Allottee/s hereby agrees and shall cause the Society or Apex Body to ensure that these car parking spaces are kept available for use by the Allottees/occupants of the unsold Apartments/Units/Premises.

(xliv) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

(xlv) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society and/or the Apex Body, until the entire development on the Larger Layout Land is fully completed.

(xlvi) The Allottee/s agree/s that he/she/it/they shall provide the Promoter and/or its employees, staff, representatives, contractors etc., unconditional access to the said Premises upon prior written intimation from the Promoter. This unconditional access will be for the purpose of inspecting the said Premises for either (i) Leakage(s) in the said Premises or (ii) Leakage(s) in the flats/premises on the upper and/or lower floor of the said Premises or (iii) For undertaking any repair/rectification work within the said Premises as may be required to rectify/arrest leakage(s), and/or any other civil / structural issue that affects the said Premises/Adjacent or upper or lower floor flats/the building itself/its façade/its common areas etc.

(xlvii) After possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure Events including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(xlviii) That the Allottee/s hereby agree/s and confirm/s that he/she/they is/are aware of the fact that there is likelihood of scanty water supply from the local authority and/or the local development authority not releasing water connections to the New Buildings. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supplied either by tanker/s or any other means. The cost of the same shall be charged to the maintenance account of the Allottee/s managed by the Promoter and the Allottee/s confirms their acceptance of the same.

(xlix) The Advance maintenance charges to be collected from the Allottee/s are calculated purely on estimated basis and the same may deplete faster than anticipated for various reasons including cost to be incurred towards supply of water through tanker or water through other sources, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Promoter, the Promoter shall raise a monthly/quarterly invoice for replenishment of the monthly maintenance charges to be paid by the Allottee/s to the Promoter. The Allottee/s confirm/s to pay such further maintenance as and when the invoice for the same is raised by the Promoter. The Promoter reserves the right to amend the existing cycle of raising invoice for maintenance charges to be paid by the Allottee/s.

22. The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s, agree/s and accept/s that considering the various construction and fit-out related activities, the Promoter has set in safety standards and parameters for the Real Estate Project. Post obtainment of the Occupation Certificate, the Promoter shall permit the Allottee/s to visit the Real Estate Project only after entire clearance of construction materials, equipments and debris. All site visits shall necessarily be pre-planned with prior intimation of the Promoter's authorised representatives.

23. The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agrees, accepts and confirm/s that car parking, if any, permitted/authorized as aforesaid alongwith this agreement shall be permitted strictly within the designated car parking spaces within the Real Estate Project, and no car parking shall be allowed in any other spaces that are not designated for parking within the Real Estate Project. Incase the Allottee/s does not opt for car parking along with the said Premises under this agreement, then the Promoter is under no obligation thereafter to provide a car parking to the Allottee/s in the future.

24. Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoter shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this Agreement.

25. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the

Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities or any of them.

26. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the said Building Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.

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

28. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("**said No Objection Letter**"), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive the full Sale Consideration and Other Charges and to develop the balance of the Larger Layout and such mortgage in favour of such Bank shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out in the Fifth Schedule hereunder and said No Objection shall be mutually acceptable to the Parties hereto and to the said Bank.

29. The Allottee/s hereby represent/s and warrant/s to the Promoter that:

(i) he/she/it/they is/are not prohibited from acquiring the said Premises and/or the said Car Parking Space under any applicable law or otherwise;

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

(iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;

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

(v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;

(vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

(vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;

(viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Larger Development and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

30. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/sagree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

31. The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.

32. 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 said Car Parking Space or the Real Estate Project, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open 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 execution of the Society Transfer.

33. **Mortgage or Creation of Charge:**

(i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

(ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoter is entitled to and have obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the said Building Land or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favour of "Srushti Raj Developers LLP Codename Highway Touch Master Collection Escrow Account".

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 in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises.

34. **Binding Effect**:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexures thereto along with the payments due as stipulated in the Installments as detailed out in the Fifth Schedule mentioned hereunder, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter.

35. **Entire Agreement:**

(i) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:

(a) Any and all understandings, any other agreements, Application form, Brochures, Expression of Interest (EOI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space.

(b) All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

36. **Right to Amend:**

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

37. **Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

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 Real Estate Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

38. **Severability:**

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

39. **Method of Calculation of Proportionate Share:**

Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, 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 Real Estate Project.

40. **Further Assurances:**

All the 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 to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

41. **Place of Execution:**

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

42. **Notices:**

All notices to be served on the Allottee/s, the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

43. **Joint Allottee/s:**

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

44. **Stamp Duty and Registration:**

(i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement and/or on the Supplemental Agreement for Sale and such other ancillary deeds/documents. Any consequence of failure to register this Agreement/ Supplemental Agreement for Sale within the time required shall be on the Allottee/s' account.

(ii) The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

45. **Dispute Resolution:**

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

(ii) The Allottee/s hereby confirm/s that he/she/they/it has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

46. **Governing Law:**

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

47. **Permanent Account Number:**

The Permanent Account Number of the Parties are as set out in the **Second Schedule** hereunder written.

48. **Interpretation:**

(i) In this Agreement where the context admits:

(a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

(b) any reference to the singular shall include the plural and vice-versa;
(c) any references to the masculine, the feminine and the neuter shall include each other;

(d) any references to a “company” shall include a body corporate;

(e) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;

(g) 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;

(h) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(i) each of the representations and warranties provided in this Agreement is independent of the 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;

(j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(l) 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);

ii. that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

iii. references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(m) where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words.

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

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:

(Description of the Larger Layout Land)

Part A

All those pieces and parcels of land admeasuring approximately 8314.48 sq. mts. or thereabouts bearing CTS Nos..139(part), 139/1 to 139/238, 139/239(pt), 139/243 to 244, 139/251 to 275 & 139/303, 139/304(pt), 139/305(pt), 139/306, 139/307(pt) & 139/308(pt), 139(376) to 139(379), 139(390), 139(655) to 139(657), 140(part), 140/1 to 140/3, 140/4(part), 140/5(part), 140/13, 140/14, 140/15(part), 140/16(part), 140/17(part), 140/18 to 140/26, 140/27(part), 140/28(part), 140/29(part), 140/30, 140/31(part), 140/32, 140/43 to 140/60, 140/61(part), 140/62(part), 140/63, 140/64(part) of Village Majas, Taluka Andheri, District Mumbai Suburban situate at Jogeshwari (East), Mumbai-400060 and bounded by:

On or towards the North : by Existing Janta Colony road to be widened to 18.30mt
On or towards the East : by CTS No. 139(pt.)
On or towards the South : by CTS No. 140(pt.)
On or towards the West : by Existing Road proposed to be widened 13.40 mt.

(Description of the said Building Land)
Part B

All those pieces and parcels of land admeasuring approximately 1884.14 sq. mts. or thereabouts bearing CTS Nos. 139(part) and 140 (part) of Village Majas, Taluka Andheri, District Mumbai Suburban situate at Jogeshwari (East), Mumbai-400 060.

<u>THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:</u>
(Meaning of the Terms and Expressions)

<table>
<tr><th>Serial No.</th><th colspan="3">Terms and Expressions</th><th colspan="2">Meaning</th></tr>
<tr><td>1.</td><td colspan="3">The said Premises</td><td colspan="2">Flat/Unit/Shop No [●] admeasuring approximately [●] square metres equivalent to approximately [●] square feet carpet area in the [●] Wing as per RERA on the [●] floor of theReal Estate Project i.e. ‘Codename Highway Touch .</td></tr>
<tr><td>2.</td><td colspan="3">No. of Car Park(s) / Size</td><td colspan="2">[●] ([●]) no. of Car Parking Space</td></tr>
<tr><td rowspan="2">3.</td><td>Car Type</td><td>Max. Width (mm)</td><td>Max. Length (mm)</td><td>Max permissible Clear Height of Car (mm)</td><td>Weight (Kg)</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>4.</td><td colspan="3">The Sale Consideration</td><td colspan="2">[●] Rupees [●] Only</td></tr>
<tr><td>5.</td><td colspan="3">Name of the Account for the Payment of the Sale Consideration</td><td colspan="2">Name of Account: Srushti Raj Developers LLP Codename Highway Touch Master Collection Escrow Account
Account No.: 57500001031845
IFSC Code: HDFC0000321
Bank Name: HDFC Bank
Branch: JUHU - JVPD SCHEME, Vile Parle West Mumbai-400049</td></tr>
<tr><td>6.</td><td colspan="3">Completion Date</td><td colspan="2">31st December, 2028</td></tr>
<tr><td>7.</td><td colspan="3">The said Nominee</td><td colspan="2">Name:
Relationship with Allottee/s:
Address of the said Nominee:</td></tr>
<tr><td>8.</td><td colspan="3">Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement</td><td colspan="2">[●]

[●]</td></tr>
<tr><td>9.</td><td colspan="3">Name, Address and E-mail of the</td><td colspan="2">M/s. Srushti Raj Developers LLP</td></tr>
</table>

	Promoter for the Purposes of this Agreement	4th Floor, 401 – 402, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400093.
10.	Permanent Account Number	Promoter's PAN: **[●]** Allottee/s' PAN: **[●]** Co Allottee/s' PAN: **[●]**
11.	Architects/Licensed Surveyor	Rajesh Khandeparkar, Licensed Surveyor; Urbdes, 437, Hind Rajasthan Building, DadasahebPhalke Road, Dadar E, Mumbai -400014.
12.	RCC Consultants	J+W Structural Consultants LLP, SaiRadhe, Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune – 411001.

THE THIRD SCHEDULE ABOVE REFERRED TO:
PART A

(Description of Common Areas, Facilities and Amenities located in the Real Estate Project)

1. External Paint: External grade paint.

2. Water Tank: R.C.C. Underground Water Tank & Overhead Water Tank with Domestic Tank, Flushing Tank, Fire Tank shall be provided.

3. Rain Water Harvesting: Optimum use of rain water harvesting system provided as per regulatory authority guidelines.

4. Entrance Lobby Area on ground level.

5. Typical level Lift Lobby.

6. Elevator: Thyssen Krupp/Kone/Schindler or equivalent.

7. Meter Rooms: as per requirement of regulatory authority.

Sewage Treatment Plant.

PART B

(Description of the Common Areas, Facilities and Amenities in the Real Estate Project for the Allottee/s of the Real Estate Project and the Allottee/s of Building no. 3 as aforesaid)

1. Kids play area
2. Toddlers play area
3. Senior Citizen seating
4. Multipurpose Room
5. Banquet
6. Gymnasium

7. Indoor games

8. Swimming Pool and deck

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of the amenities, fittings and fixtures in the said Premises)

1. Flooring: Vitrified Tile (600 x 600mm tiles) in living room, bedroom, and passage & in kitchen

2. Door: Wooden door frame, door shutter with laminate finish. Granite door frame in toilet.

3. Windows: Powder coated/Anodized aluminum sliding windows.

4. Kitchen Platform: Granite kitchen platform with stainless steel sink, ceramic wall tiles 2' above platform only.

5. Toilet/Bathroom: Concealed plumbing pipes with Jaquar/ Cera /Kerovit / Essco or equivalent C.P. & sanitary fittings. Adequate plumbing points with Geyser point.

6. Wiring: Concealed wiring with good quality switches. Provision of telephone point in living room.

7. Internal Paint: Acrylic emulsion in all rooms.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the Promoter)

(*applicable in case when the Allottee/s has/have opted for Construction Linked Payment plan*)

Sr. No.	Milestone	Amount in Rs.
1.	Before the execution of this Agreement	
2.	After the execution and registration of this Agreement	
3.	Upon commencement of construction	
4.	Uponn commencement of Foundation Works	
5.	Upon commencement of Plinth Works	
6.	Upon commencement of RCC works of 1st slab of the said Wing	
7.	Upon commencement of RCC works of 10th slab of the said Wing	
8.	Uponn Commencement of RCC works of the Top Slab of the said Wing	
9.	Upon Completion of Internal Walls of the said Premises	
10.	Upon Completion of Lift wells	
11.	Upon Commencement of Flooring inside the said flat	
12.	Upon intimation of Possession	
TOTAL		

OR

(*applicable in case when the Allottee/s has/have opted for Down payment at the time of booking of the said Premises*)

Sr. No.	Milestone	Amount in Rs.
1	Before the execution of this Agreement	
2	After the execution and registration of this Agreement	
3	Upon commencement of Plinth Work	
4	Upon commencement of RCC works of the Top Slab of the said Wing	
5	Upon Intimation of Possession	
TOTAL		

OR

(*applicable in case when the Allottee/s has/have opted for subvention Scheme at the time of booking of the said Premises*)

Sr. No.	Milestone	Amount in Rs.
1.	Part consideration paid as advance payment before the execution of this Agreement	
2.	After execution of this Agreement and simultaneously upon registration	
3.	The Balance amount at the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Wing	

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Other Charges - being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No	Particulars	Amount in Rs.
1	Charges towards Utility Charges (taxes to be paid separately by the Allottee/s at applicable rates);	50,000/-
2	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates);	50,000/-
3	Charges towards formation and registration of the Society and Apex Body, along with applicable taxes;	50,000/-
4	Development of Amenities charges (taxes to be paid separately by the Allottee/s at applicable rates);	1 BHK:- 1,00,000/- 2 BHK:- 2,00,000/-
5	Charges for share money, application entrance fee of the Society/Apex Body	600/-
6	Charges towards estimated advance 24 (twenty-four) months contribution towards outgoings of Society/Apex Body, Management Fees, excluding municipal taxes and levies,	Rs. 25/- per sq.ft. on Carpet Area pm for 24 (twenty-four) months

7	Charges towards making available MGL connection	On actuals as required by MGL

SIGNED AND DELIVERED by the within named Promoter, i.e., **M/S. SRUSHTI RAJ DEVELOPERS LLP,** through its Authorised Signatory – Mr. Vikash Kehtan in the presence of …)
)
)
)
)
)

1.

2.

SIGNED AND DELIVERED by thewithin named **ALLOTTEE/S**)
)
)

__________)
)
)
)
)
)

______________)

through its Authorised Signatory/Partner

in the presence of

1.

2.

RECEIVED of and from the within named Allottee/s, the sum of ________ **(Rupees ______________ Only)** towards Installments mentioned at Serial No. 1 - 3 of the **Fifth Schedule** hereinabove written paid by him/her/it/them to the Promoter, as mentioned below.)
)
)
)
)
)
)

Sr. No.	**Cheque No.**	**Date**	**Bank Name / UTR No.**	**Amount in Rs.**
1				
2				
3				
			TOTAL	**₹**

We Say Received
For the Promoter

Authorised Signatory/ies

Witness:

List of Annexures

Annexure “1”	:	Layout Plan
Annexure “2”	:	The said Building Land/Real Estate project
Annexure “3”	:	Copy of the RERA Certificate
Annexure “4”	:	Copy of the Intimation of Approval
Annexure “5”	:	Copy of the Commencement Certificate
Annexure “6”	:	Copy of the Title Report
Annexure “7”	:	Authenticated Copy of the PR Card
Annexure “8”	:	Sanctioned Layout Plan
Annexure “9”	:	Copy of the Sanctioned Floor Plan of the said Premises

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DATED THIS DAY OF , 2023

==

BY AND BETWEEN

M/S. SRUSHTI RAJ DEVELOPERS LLP
… THE PROMOTER

AND

[•]

… THE ALLOTTEE/S

==

AGREEMENT FOR SALE

Codename Higway Touch version. 1.0 dtd. 06.5.2023

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