

THIS AGREEMENT is made at Mumbai this ____ day of _____ 202__ between
LANDCARE REALTY LLP,

a Limited Liability Partnership firm registered under the provisions of the Limited Liability Partnership Act 2008 and having its Registered Office at 601, Orbit Plaza, New Prabhadevi Road, Mumbai 400 025 (LLP IN No.AAA-5941), and holding Permanent Account No. AAFL2577R

hereinafter called "**the DEVELOPERS / PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **First Part,**

And

(1) Fizza Alihusain Boxwala, (2) Hatim Alihusain Boxwala, (3) Yusuf Alihusain Boxwala, (4) Shabbir Alihusain Boxwala, (5) Saifuddin Alihusain Boxwala, (6) Aziz Boxwala, (7) Rehana Mansoor Boxwala, (8) Husain Mansoor Boxwala, (9) Zainab Mansoor Boxwala, (10) Farida G Harianawalla, (11) Nafisa Zueb Boxwala, (12) Samina M Chherawala, (13) Yusuf Abbas Calcuttawala, (14) Arwa Yusuf Calcuttawala, (15) Mohammed Yusuf Calcuttawala, (16) Zueb Taherali Boxwala, (17) Abiturab Taherali Boxwala, (18) Saleh Taherali Boxwala

all through their duly Constituted Attorney **Mr. Dhannalal P. Jain**, having his address at 601, Orbit Plaza, New Prabhadevi Road, Mumbai 400 025,

herein after collectively called "**the OWNERS / CONFIRMING PARTIES**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **Second Part**

And

Mr./Mrs./Miss/Messrs. _____
_____ residing / having his / her / their / address

at _____

and holding Permanent Account Number(s) _____,

hereinafter called "**the ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include, in the case of individuals, the female gender and the plural, and his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm, the partners for the time being thereof, the last survivor of them and the heirs executors administrators and assigns of such last surviving partner, and in the case of a Company/Society/Limited Liability Partnership, its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee including his/her/their/its successors-in-interest) of the **Third Part**:

The Developers/Promoters, the Owners/Confirming Parties and the Allottee are hereinafter collectively referred to as "**the Parties**" and individually referred to as "**Party**"

WHEREAS:

- A. Prior to 17th May 2013, the Owners were the owners of lands bearing Survey No.17, Hissa No.2 admeasuring approximately 1,821.08 sq. metres or thereabouts, and Survey No.17, Hissa No.1(part) admeasuring approx. 5,893.86 sq. metres, collectively admeasuring approx. 7714.94 sq. mtrs. or thereabouts, subsequently assigned CTS No.657 and reflected in the Property Register Card ("**PR Card**") as admeasuring 6,776.84 sq. metres, situate at Village Mohili, Taluka Kurla, in the Registration Sub-District of Kurla, District Mumbai Suburban, and more particularly described in the **FirstSchedule** hereunder written and shown marked by thick bounded lines on the Plan annexed hereto as **Annexure C** (and hereinafter referred to as

“theLands”), the same having been purchased by one Alihusain Mulla Ismailji and Taherali Mulla Ismailji, their predecessors-in-interest by and under two Indentures dated (i) 13th November 1959 from one Dominic Manuel Pereira, and registered at the Office of the Sub-Registrar of Assurances under Serial No. BND/1937 of 1959, and (ii) 16th September 1960 from one Placid Gregory Pereira, and registered at the Office of the Sub-Registrar of Assurances under Serial No. BND/2310 of 1960,

- B. The Owners thereafter by a Development Agreement dated 17th May 2013 registered at the Kurla Sub-Registry under Serial No.KRL-1/6731 of 2013 (“**Development Agreement**”), in consideration of the monetary consideration paid by the Promoters to the Owners, and in consideration of the constructed area agreed to be granted by the Promoters to the Owners on a specified extent of FSI reserved by the Owners out of the Lands, and in consideration of the Promoters being granted the right to load TDR on the Lands (“**Owners’ Entitlement**”), and in consideration of granting to the various lessees claiming rights under the Owners constructed area as set out in the Development Agreement (hereinafter referred to as the “**Lessees’ Entitlement**”), irrevocably granted to the Promoters development rights of the said Lands, with right and authority to the Promoters to deal with and dispose of their entitlement (i.e. other than the **Owners’ Entitlement** and the **Lessees’ Entitlement**) in their own right to interested third-parties, with the intent ultimately that the acquirers/allottees/holders of premises from the Promoters, jointly with the holders/acquirers of the premises from the Owners’ Entitlement and the Lessees’ Entitlement, would form a Co-operative Society, and the Owners would transfer and convey the Lands, and with the Promoters, the Building and structures constructed thereon to such Society, as the nominee of such acquirers/allottees and holders,

- C. The Owners thereupon also executed a Power of Attorney in favour of Mr. Dhannalal P. Jain, Mr. Sanjay Raja Jain and Mr. Arvind Jain, being the nominees of the Promoters, granting to them various powers and authorities as therein appearing; the said Power of Attorney is registered at the Kurla Sub-Registry under Serial No.KRL-1/6732 of 2013,
- D. The Promoters have subsequent to the execution of the Development Agreement and in terms of their obligation under the Development Agreement obtained vacant possession of the structures (which were erected by the Owners and/or their predecessors-in-interest) from the persons in possession thereof and have demolished the same and cleared the said lands of structures,
- E. The Promoters have drawn up a Scheme to redevelop the said lands by constructing thereon over multiple phases, a multi-wing Building, comprising in Phase-I the Scheme of development, of three wings (substantially) of residential apartments, and in Phase-II of the Scheme of development, of a fourth (and possibly a fifth wing) of such user as may be got sanctioned by the Promoters; pursuant to such Scheme, the Promoters have in the first instance got sanctioned from the MCGM vide IOD No.CHE/ES/4273/L/337/NEW dated 10th September 2020 building plans for construction of a building (comprising of four wings) on the said Lands, to be known as **PRIDE PANORAMA**, Wing "A", Wing "B" and Wing "C", each of two basements, part-stilt and part-Shops on the Ground Floor, and twelve upper floors comprising of residential apartments, and (tentatively – and subject to amendment) Wing "D" comprising of three basements, part-stilt and part-Shops on the Ground Floor, two levels of podium above the same, and (as presently got sanctioned) non-residential / commercial premises up to the Twelfth floor levels; the Promoters have also got sanctioned in the rear compound of the Building a raised podium with access leading to the

basements, with covered parking at the ground level (underneath the podium) and a swimming pool above the same,

- F. The Promoters are in the first instance offering for sale the premises in Phase-I of the Scheme of Development (other than the Owners' Entitlement and the Lessees Entitlement) to interested third parties on 'ownership' basis,
- G. The Promoters jointly with the Owners have registered Wings "A", "B" and "C" (in which the subject matter of this Agreement is comprised) (including the apartments/units comprised in the Owners' Entitlement) as a Real Estate Project ("**the Project**") under the RERA Act with MahaRERA at No._____; a copy of the Registration Certificate in this behalf is annexed hereto and marked **Annexure "H"**; all relevant details relating to the Project along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- H. The Promoters shall only after finalisation of the manner of development of the remaining portions of the Building (to be laid out in Phase II of the Scheme of development), and after getting sanctions and approvals in terms thereof, offer premises for sale in Wing "D" (or if the case so be, and as may be got approved, Wing "D" and Wing "E") of the Building, after registering the same as a separate Project under the RERA Act; accordingly the said portions are not the subject matter of this Agreement,
- I. The Allottee has expressed a desire to acquire Flat/Shop No.____ on the _____ Floor in _____ Wing with _____ Car Parking Space(s) located at _____ Level / _____ Upper OR/and Lower level of Stack Car Parking Space(s) located at _____ Level / _____ Two Wheeler Parking Spaces located at _____ Level of the building **PRIDE PANORAMA** being

constructed by the Promoters on the Lands on 'ownership' basis, and relying on the request of the Allottee and the representations and declarations made by him, the Promoters hereby agree to sell to the Allottee the said Flat / Shop in the said Building more particularly described in the **Annexure "B"** hereto and shown marked on the plan annexed hereto and marked **Annexure "C"** constructed on the said Lands for the consideration also set out in **Annexure "A"** and on the terms and conditions hereinafter set forth and recorded,

- J. The Promoters have explained to the Allottee that though it has at this stage obtained approvals for two level Basements, part-stilt and part-ground (Shops) on the Ground Floor and residential premises on the First to Twelfth Floors for Wings "A", "B" and "C", and three level Basements, part-ground and part-stilt, two levels of podiums above the same, and habitable floors from the Third Floor to the Twelfth Floor levels for Wing "D", it intends to amend the building plans, insofar as Wing "D" is concerned, and in Phase-II of the Scheme of development, lay out the same either as one Wing (Wing "D") or as two Wings (Wing "D" and Wing "E"), and (lay out the same) either as commercial, non-residential, residential or mixed user as they may in their discretion determine; it would after receipt of necessary approvals, and before offering premises for sale in such Wing(s), register their entitlement therein as separate Project(s) with MahaRERA under the RERA Act, if and to the extent liable, and offer the premises comprised in such Phases also for sale to interested third parties; the Promoters have further conveyed that the various amenities, facilities and services provided for use of the acquirers of premises in the Building generally, including in particular, the Gymnasium, the Swimming Pool and the Garden, shall be available to all acquirers of premises in all the wings of the Building when completed; the Promoters have also explained that they may (in their discretion) however exclude the acquirers of

commercial/non-residential premises in the Building from using and availing of the Gymnasium, Swimming Pool and the Garden, in which case, they would (as and if so provided in their Agreements) not be liable to contribute towards the maintenance and management thereof,

- K. The Promoters have further conveyed to the Allottee that after consumption of the construction potential to the extent consumed in Phase-II of the Scheme of development, it may avail of the further construction that is and/or may become available hereafter at any time before transfer and conveyance of the Lands to the Common Organisation as set out in Clause ___ below, in Phase-III of the Scheme of development, by laying out additional floors over one or more of the Wing(s) in the Building, after obtaining necessary sanctions and approvals for the same, and offer the same also for sale to interested persons on 'ownership basis, after registering their entitlement therein (again) as separate Project(s) with MahaRERA under the RERA Act, if and to the extent liable; the acquirers of premises in Phase-III shall also be entitled to avail and utilise the various amenities, facilities and services provided for use of the acquirers of premises in the Building generally, and the provisions of Recital J mutatis mutandis shall apply, insofar as it relates to such acquirers also,
- L. The portions to be comprised in Phase-II and Phase-III are not the subject matter of this Agreement,
- M. The Promoters have disclosed to the Allottee the information and offered to the Allottee inspection of the documents relating to the Project and the plans designs and specifications prepared by the Promoters' Architects Messrs. Space Age Consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("the RERA Act") and the Rules and Regulations ("the MahaRERA Rules") made there under,

- N. The Promoters have appointed Messrs. JW Consultant LLP, Structural Engineers for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said Building,
- O. The Promoters have, by virtue of the Development Agreement, the sole and exclusive right to sell Apartments (other than the Owners' Entitlement and the Lessees' Entitlement) in the Project now under construction by the Promoters on the said Lands, and to enter into Agreements with allottee(s) of the Apartments and to receive and appropriate to themselves the sale consideration in respect thereof,
- P. Authenticated copy of the Certificate on Title issued by Mr. Siddeshwar Biradar, Advocate, dated 24th December 2021 and authenticated copies of the CTS Cards of the Lands are annexed hereto and marked Annexure "D" and Annexure "E" respectively,
- Q. Authenticated copies of the IOD and CC for the Building **PRIDE PANORAMA** issued by the MCGM (and the amendments thereto) are annexed hereto and marked Annexure "F" and Annexure "G" respectively,
- R. The Promoters are carrying on construction on the Lands in accordance with the sanctioned plans and pursuant to their aforesaid Scheme: the Promoters have obtained some of the approvals from the MCGM to the plans for Wings "A" to "C" of the said Building **PRIDE PANORAMA** – to which the subject matter of this Agreement – and which forms the subject matter of registration with MahaRERA – relates, and shall obtain further approvals from the concerned authorities from time to time; further, while sanctioning the plans, MCGM has laid down various terms, conditions,

stipulations and restrictions which are to be observed and performed by the Promoters while developing the Lands, and upon due observance and performance of which only the Occupation Certificate and/or Building Completion Certificate in respect of the said Wing/s and Building shall be issued by MCGM,

- S. Under Section 13 of the RERA Act, the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908,
- T. The Allottee has in the premises after examining and assessing the aforesaid and after obtaining independent legal advice, and having satisfied himself of the right and authority of the Promoters to sell apartments / units in Wings "A" to "C" of the Building in the manner effected hereby, and the sufficiency and completeness of the sanctions and permissions obtained and presently held by the Promoters, agreed to purchase and acquire from the Promoters an Apartment, Flat/Shop No.____ on the _____ Floor in _____ Wing with _____ Surface Car Parking Space(s) located at _____ Level / _____ Upper and/or Lower level of Stack Car Parking Space(s) located at _____ Level / _____ Two Wheeler Parking Spaces located at _____ Level of the building **PRIDE PANORAMA**, all now under construction by the Promoters on the Lands more particularly described in the **First Schedule** hereunder written, for the consideration and on the terms and conditions hereinafter set forth and recorded,
- U. The Owners have joined this Agreement as Owners/Confirming Parties to this Agreement in their capacity as owners of the Lands

NOW THIS AGREEMENT WITNESSETH and the Parties agree as follows:

1. RECITALS PART OF AGREEMENT

The Recitals as also the Schedules and the Annexures to this Agreement form an integral part of this Agreement and the provisions contained therein shall be treated as incorporated in this operative part.

2. AGREEMENT AND CONSIDERATION

- 2.1 The Promoters shall construct and complete on lands bearing Survey No.17, Hissa No.2 admeasuring approximately 1,821.08 sq. metres or thereabouts, and Survey No.17, Hissa No.1(part) admeasuring approx. 5,893.86 sq. metres, collectively admeasuring approx. 7714.94 sq. metres or thereabouts, since assigned CTS No.657 of Village Mohili, Taluka Kurla, Mumbai Suburban District and reflected in the Property Register Card ("**PR Card**") as admeasuring 6,776.84 sq. metres situate at Safed Pool, Andheri-Kurla Road, Saki Naka, Mumbai 400 072, and more particularly described in the **First Schedule** hereunder written (and shown marked by thick bounded lines on the plan annexed hereto and marked **Annexure "C"**), and hereinafter referred to as "**the Lands**", in accordance with and after obtaining necessary consents, sanctions and approvals therefor, in phases as hereinbefore and hereinafter mentioned, a Building to be known as **PRIDE PANORAMA** comprising of (partly) two-level basements and (partly) three-level basements, shopping line on the front-Ground Floor of the Building and stilt-parking on the rear Ground Floor, with residential premises from the first to Twelfth Floors in Wings "A", "B" and "C" and construction of such extent as may be got sanctioned in a fourth (and possibly, a fifth wing) of the Building; the Promoters would also be constructing a raised podium (on the rear compound of the building) with swimming pool above the same; the access to the basements would be

provided from underneath such podium, with covered parking at the ground level.

2.2 The Promoters have as part of the present phase of construction got building plans sanctioned from the Municipal Corporation of Greater Mumbai (“**MCGM**”) and are constructing on a portion of the Lands more particularly described in the **First Schedule** hereunder written, Wings “A”, “B” and “C” of the Building **PRIDE PANORAMA** in accordance with sanctions and approvals obtained by them (which development forming the subject matter of this Agreement is hereinafter referred to as “**the Project**”), and hereby jointly with the Owners / Confirming Parties agree to sell to the Allottee, and the Allottee hereby agrees to purchase and acquire from the Promoters on ‘ownership’ basis a premises, being Flat / Shop No. _____ on the _____ Floor of Wing “A” / “B” / “C” of **PRIDE PANORAMA** at or for the aggregate lumpsum consideration (“**Consideration**”) set out in **Annexure “A**” hereto, payable in the manner therein provided. The Flat / Shop admeasures RERA Carpet Area as set out in **Annexure “A**”. The Flat also has balcony / open terrace (if any) deriving access exclusively from the Flat, and meant for the exclusive use of the Allottee (but not included in the RERA Carpet Area) as set out in Annexure “B”. The right to occupy and use the balcony/ open terrace would accrue as incidental to the purchase of the Flat, and be held (and liable to be held) and enjoyed as such by the Allottee. The Flat/Shop is shown marked on the **plan** thereof annexed hereto and marked **Annexure “B**”. The Promoters also hereby agree to grant and allot for the exclusive use of the Allottee ___ Car Parking Space(s) at the _____ Level / ___ Upper and/or Lower level of Stack Car Parking Slot(s) at the _____ Level / _____ Two-Wheeler Parking(s) at the _____ Level of the Building (“the Car Parking Space(s)”) as set out in **Annexure “A**”, to be specifically earmarked and allotted at the time of handing over of possession of the Premises to the Allottee pursuant

hereto. The Flat/Shop, and unless where the context does not so justify, the Car Parking Space(s) are hereinafter collectively referred to as “**the Premises**”. The percentage of undivided interest of the Allottee in the common areas and facilities in the wing - limited or otherwise - pertaining to the said Premises shall be in the proportion of the carpet area of the said Premises to the total carpet area of constructed premises in the whole of the wing in which the said Premises is situate. In like manner the percentage of undivided interest of the Allottee in the common areas and facilities provided in the Building - limited or otherwise pertaining to the said Premises shall be in the proportion of the carpet area of the said Premises to the total carpet area of constructed premises in all the wings in the Building, when completed, measured uniformly across premises in the Building. The common areas and limited common areas are as set out in the **Second Schedule** hereunder written. The amenities fixtures and fittings to be provided in the said Premises, the said Wing and the said Building are as set out in the **Third Schedule** hereunder written. It is however clarified that the acquirers of shops/commercial/non-residential premises in the Building shall not be entitled to, and shall not by reason of purchase of such premises, be entitled to use and avail of the Gymnasium, Swimming Pool and Gardens provided for use of the residents in the Building, and the same shall be available by use only by residents in the Building.

- 2.3 The Promoters record that they have not claimed, and accordingly the Consideration does not include, any amount on account of any part of the balcony/open terrace and the common areas (other than the right to park cars, for which also the Promoters have not claimed any separate amount), and the right to such common areas, including Gymnasium, Swimming Pool and garden (but other than the right to park cars, which is specifically and individually granted and allotted) will accrue to the Allottee jointly with other acquirers of premises in the Wing or, as the case may be,

the Building (including its several wings when completed) by reason of the purchase of the Premises by him from the Promoters under this Agreement, but the possession thereof shall be handed over to the Society to be formed by the acquirers of premises in the Building only on transfer and conveyance of the Lands and the Building (after it is fully developed) in its favour as provided elsewhere in this Agreement.

- 2.4 The Promoters have informed the Allottee that it may, in due course, amend the building plans as now sanctioned, and utilise the remaining potential of the Lands either as additional habitable floor(s) in Wing "D" (as now sanctioned) and also as additional habitable floors above the Twelfth Floor in Wings "A" to "C" or one or more of them, and/or also as additional habitable floors above the ten (part) upper floors in Wing "D" of the Building as now sanctioned. The Promoters have further informed the Allottee that it may also revise the building plans as now sanctioned in respect of Wing "D" of the Building, and get the same sanctioned as one or more additional Wings of residential premises, in addition to laying and utilising the balance unutilised construction as additional habitable floors in the manner above. The same however does not form part of the Project presently registered with MahaRERA, and the Promoters shall, in due course, if so mandated, after obtaining necessary sanctions and approvals, register the same with MahaRERA before offering Units on such floors for sale to interested Allottees. The Allottee hereby records his consent to the Promoters, in due course, amending and altering the building plans now sanctioned to incorporate, authorize and get approved construction of such additional storeys in the Building. The consent recorded herein shall be deemed to be "consent" within the meaning of Section 14(2) of the RERA Act and under Sec.7(1) of the Maharashtra Ownership of Flats Act, 1963. Save as aforesaid, the Promoters shall obtain the prior written consent of the Allottee before effecting any variation or modification to the

Premises which may adversely affect its area location or shape, except such alteration or addition required by any government authorities or due to change in any law. The Allottee however covenants with the Promoters that no such consent of the Allottee will be required for the Promoters to effect any modification, variation or amendment in the plans of the other units in the Building, and the Allottee shall not be entitled to and shall not make any grievance about the same.

- 2.5 The Allottee shall pay to the Promoters the Consideration set out at Clause 2.2 above as per instalments set out in **Annexure "A" ("Payment Plan")**. Time shall be of the essence for making each of the above payments. Further it is clarified that though amounts are payable on completion of the relevant item of work, the same need not follow the same chronology or sequence of completion. The Allottee is aware and confirms that the Consideration arrived at and agreed between the Parties is individually negotiated and finalized on the basis of, amongst others, the present stage of construction, the market realities, the ability of the Allottee to make payment and the time within which he would make such payment and the locational advantage or otherwise and saleability of the said Premises. The Allottee also confirms that he has taken inspection of the site, and acquainted himself with the extent of work already executed. Under no circumstance, the Allottee shall get possession of the said Premises without first paying to the Promoters all amounts due hereunder; if nevertheless the Promoters give possession of the said Premises to the Allottee before recovery of the full price therefor, they shall have a first lien on the same for recovery of the balance of the unpaid price and the interest due thereon.

3. ESCALATION

The Consideration payable by the Allottee to the Promoters is escalation free, save and except escalation/increase 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 Promoters undertake and agree while raising a demand on the Allottee for increase in development charges costs or levies imposed by the competent authority, etc., the Promoters shall enclose the said Notification / Order / Rule / Regulation to be published / issued in that behalf to that effect along with demand letter issued to the Allottee.

4. TAXATION

- 4.1 It is expressly recorded and clarified that the Consideration stipulated in Clause 2.2 above is the net amount payable to the Promoters, and it does not include any amounts by way of Goods and Services Tax (GST) or any other tax that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Premises to the Allottee. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or MCGM or any other authority), including on the Promoters, either before or after the Allottee has taken possession of the said Premises, the same (as also any interest or penalty claimed or levied thereon) shall be payable / liable to be reimbursed by the Allottee to the Promoters, in addition to the Consideration payable at Clause 2.2 above. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on,

and all rights arising to the Promoters out of, non-payment of the instalments of Consideration (including liability to pay interest on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge or levy, as if (for the said purpose) the same also formed part of the Consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Premises from the Promoters.

- 4.2 As per the law presently obtaining GST is payable on the relevant instalment payable under the Agreement herein. The Allottee shall pay the amount of GST at the applicable percentage against payment of the relevant instalment, as may be liable, as also any interest or penalty claimed or levied on account of failure or default in making such payment. In the event of any amendment to the regime of taxation as presently levied and/or presently applicable to the transaction, the Allottee shall comply with and discharge his obligation in relation to such impost or levy as applicable in full in the manner liable.

5. **OUTSTANDING DUES**

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

6. **TDS**

The Allottee is aware that by virtue of provisions of Section 194-IA of the Income-tax Act as now in force, the Allottee is required to deduct TDS from the Consideration at the prescribed rate, and deposit the same to the

credit of the Promoters. The Allottee shall accordingly from and out of each instalment of consideration deduct TDS on each instalment at such rate as may be prescribed by the authorities and deposit the same to the credit of the Promoters with the Income-tax Department within the time prescribed therefor. The Allottee shall immediately after making such deposit submit proof of such payment to the Promoters and shall within the time stipulated – and not later – furnish to the Promoters the TDS Certificate in respect of such deduction and deposit. Any default in payment of TDS shall invite the same consequence as default in payment of any of the instalments as per the Payment Plan as provided in Clause 2.5 herein read with Annexure “A”. Further the Allottee shall himself be liable for payment of any interest or penalty and other charges on account of such default in payment. Without prejudice to the aforesaid, the Allottee confirms that he shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Premises until the Allottee has furnished to the Promoters TDS Certificates for the entire amount of deduction as may have been made by the Allottee for payment to the account and credit of the Promoters.

7. VARIATION CLAUSE

The Promoters have informed the Allottee, and the Allottee recognises that having regard to the physical limitations in matching all the dimensions in the manner and to the extent intended and/or desired by the parties, and also having regard to the various constraints and indeterminates that affect the actual construction at site, there could be variation in the carpet area of the said Premises by plus / minus 3% of the carpet area of the said Premises as set out in Annexure “A”. The Parties have reckoned and factored the above in finalising the Consideration, and the same is arrived at and agreed upon taking the same into account on a lumpsum basis. Accordingly, any variation to the effect aforesaid shall be tolerated, and the

affected party shall not make any grievance or claim about the same. Further the Carpet Area stated above is reckoned on the basis of internal measurements as between unfinished wall surfaces.

8. ASSURANCES

The Promoters shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by MCGM at the time of sanctioning of the plans or thereafter, and shall, before handing over possession of the Premises to the Allottee, obtain from the Corporation Occupation Certificate and/or Completion Certificate in respect of the wing in which the said Premises is situated.

9. TIME IS OF THE ESSENCE

Time is of the essence for the Promoters as well as the Allottee, and the Parties shall abide by their respective obligations hereunder within the time permitted to and/or agreed by them. The Promoters shall abide by the time schedule for completing the Project and handing over the Premises to the Allottee after receiving Occupation Certificate and/or Completion Certificate from MCGM, and in due course, after completion of the Building in all its Phases (executed as multiple Projects) as disclosed elsewhere in this Agreement, the Promoters shall hand over the common areas to the Apex Society in the manner as proposed and disclosed elsewhere in this Agreement to be held for the common use and enjoyment by all acquirers of apartments in the Building according to their entitlement.

10. OBLIGATION TO MAKE PAYMENTS

10.1 The Allottee shall make timely payments of the instalment and other dues payable by him as per Payment Plan in Clause 2.5 read with **Annexure "A"**,

and meet his other obligations under the Agreement in the manner provided herein.

10.2 In the event the Allottee has obtained or availed of any loan from any Bank or Housing Finance Institution to fund or part-finance the purchase of the said Premises or to pay the consideration and other monies payable hereunder, then and in that event, the Allottee hereby covenants with the Promoters that the amounts becoming payable by such Bank or Housing Finance Institution shall become payable immediately on the Promoters directly intimating such Bank or Housing Finance Institution of such amount having become due and payable, and hereby confirms and authorises the Bank / Housing Finance Institution shall forthwith be entitled to pay such amounts to the Promoters without being required to furnish any separate letter from the Allottee to such Bank or Housing Finance Institution, against their receiving an intimation from the Promoters in terms as above; notwithstanding the authority granted hereunder, the obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Banks / Housing Finance Institution shall, in the first instance and pending the discharge of the entire consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the entire consideration, shall acquire a security interest on the said Premises and the rights of the Allottee thereto.

11. RIGHT TO USE AND UTILISE CONSTRUCTION

The Promoters hereby declare that the Project is part of the Larger Building called **PRIDE PANORAMA** being developed by the Promoters on the Lands more particularly described in the **First Schedule** hereunder written. The Promoters have conveyed that they have obtained concession approval for

construction of an aggregate of 6008.38sq. mtrs. FSI 5407.54sq. mtrs. TDR and 5041.98 sq.mtrs. Fungible area. The Promoters would accordingly in the present phase of development get building plans progressively sanctioned for construction area to such extent. The Promoters have disclosed that the remaining FSI, TDR, other form of construction permissible and/or claimable by payment from the State Government and/or MCGM and fungible FSI, and any and every other right to development arising on and from the said Lands will be utilized and claimed and laid out and constructed after getting necessary sanctions and approvals from MCGM and other concerned authorities in the manner and in terms of the Scheme disclosed herein. The Promoters have disclosed to the Allottee that only construction to the extent proposed to be laid out in this Phase forms the subject matter of this Agreement. The remaining construction accruing and/or becoming available on the Lands, including on account and on the materializing of the various matters set out in the recitals herein, shall belong and accrue to the Promoters alone, without any claim thereto by the Allottee or any other acquirer of Apartments in the said building/wing(s) or in any other part of the construction laid out or to be laid out on the Lands. The Promoters alone shall be entitled to claim, receive, use, appropriate and exploit the same, and develop the same in the manner and as part of the Building **PRIDE PANORAMA** as disclosed by the Promoters in the recitals herein, and the Allottee has agreed to purchase the said Premises based on the construction and sale of apartments undertaken by the Promoters by utilizing construction rights to the extent aforesaid, and on the express understanding and agreement that the full extent of the balance unutilized potential of the Lands, in whatsoever manner arising or accruing, shall belong to the Promoters only, and the Allottee shall have no claim to the same.

12. TIME SCHEDULE / DELAYS / POSSESSION

12.1 The Promoters shall give possession of the said Premises to the Allottee on or before _____ 202__ on the Allottee making the balance payment within the time provided and, in the manner provided as per the Payment Plan in Clause 2.5 above. If the Promoters fail or neglect to give possession of the said Premises to the Allottee on account of reasons beyond their control and/or of their agents by the aforesaid date, and the Allottee chooses to withdraw from the Project, and conveys his intention so to do, then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Premises with interest at the rate prescribed under the Rules from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date if the completion of the said building(s)/ wing(s) is delayed on account of (i) war, civil commotion, acts of terrorism, riots, epidemic, pandemic or act of God, or (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court/ judicial/ quasi-judicial/administrative authority. The Allottee shall in such case simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to such Agreement; the Allottee shall also register such Agreement under the provisions of the Registration Act, 1908; further on such refund being made, the Allottee shall thereafter have no claim whatsoever under this Agreement against the Promoters, and the Promoters shall then be entitled to sell and dispose of the said Premises to any other person/s of their choice without the Allottee being entitled to

raise any objection to the same. The Promoters further agree that if the Promoters are unable to hand over possession of the said Premises to the Allottee within the date aforesaid, and the Allottee does not intend to withdraw from the Project, the Promoters agree to pay to the Allottee, on all amounts paid by the Allottee, for every month of delay, till the handing over of possession, interest as specified in the Rules.

- 12.2 The Allottee is aware that possession of the common areas and amenities set out in the **Second Schedule** hereunder written will be handed over by the Promoters to the Society/representative body got registered as provided in Clause 19 below on execution of the Conveyance of the said Lands and the Building constructed thereon in the manner disclosed in Clause 20 below, after completion of full development of the remaining portions of the said Lands and the Building in all its Phases as disclosed herein, sale of all units therein and realisation of the full proceeds thereof, and the Allottee will not make any grievance about the same.

13. INTEREST ON DELAYED PAYMENTS AND TERMINATION

- 13.1 The Allottee shall pay to the Promoters interest at such rate as may be prescribed under the RERA Rules on all delayed payments of monies becoming due hereunder, including on instalments of price. (Provided however that in case of default in payment of statutory payments and/or payments liable and agreed to be made by the Allottee hereunder, and in respect of default in payment of which interest or penalty is prescribed, the Allottee shall also be liable to pay such interest or penalty). If the Allottee continues to be in default in payment of any amount due hereunder (including the monthly contributions for the period before transfer of the relevant Wing(s) to the Society/Common Organisation in the manner provided herein) for more than seven days after a written demand is made on him, or commits breach of any of the other terms or provisions hereof,

the Promoters shall grant to the Allottee opportunity to rectify such breach within a further period of 15 days, and on failure on the part of the Allottee so to do, be entitled to terminate this agreement. It is clarified that payment of any amount less than the whole shall be construed as a default, and all consequences arising therefrom shall follow accordingly. Upon such termination of this agreement, the Promoters shall at their discretion be entitled to forfeit out of the amounts paid by the Allottee an amount equal to 20% of the consideration amount payable by the Allottee to the Promoters as price of the said Premises, and in addition thereto any brokerage and/or other expenses as may have been incurred by the Promoters for sale of the said Premises to the Allottee, and will refund within a period of 45 days of termination to the Allottee the amount, if any, received in excess thereof from him but without interest; Service Tax, VAT, GST and other Tax as also stamp duty, registration charges and brokerage as may have been paid and/or incurred by the Allottee shall be to the account of the Allottee and the Allottee will not have any claim against the Promoters for and on account of the same. The Allottee confirms that the aforesaid amount is fair and equitable, and is not harsh or unconscionable and the same constitutes reasonable genuine and agreed pre-estimate of the damage that will be caused to the Promoters, and that the same is in the nature of liquidated damages and not penalty. (The Allottee may however, if otherwise entitled in law, obtain refund of such amounts from the concerned authorities, and the Promoters shall, so far as reasonably feasible, and without exposing themselves to any costs or liability, make available any document, record or writing required for the purpose). Upon such termination, the Promoters shall be entitled to sell and dispose of the said Premises to any other person of their choice, and the Allottee shall not be entitled to raise any objection to the same.

13.2 Upon the events contemplated in Clause 13.1 materialising, and the Promoters terminating the Agreement herein, and the Promoters refunding to the Allottee the amount liable to be refunded in terms of the said Clause, the Promoters shall be entitled in the name of the Allottee to make and execute a Deed of Cancellation recording the cancellation of this Agreement; the Allottee hereby irrevocably constitutes the Promoters as his Attorney with right power and authority to thereupon execute such Deed of Cancellation in the name of the Allottee; the Allottee covenants with the Promoters that any exercise of such power shall be binding on him and on all persons claiming by under or through him, and he shall not in any manner interfere with or obstruct the exercise by the Promoters (through their nominees) of such power, nor shall he do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee as above, the Allottee shall be entitled to pursue his remedy against the Promoters in damages but any such exercise of power by the Promoters (through their nominees) shall be binding on the Allottee and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoters and the Allottee. Further if the Allottee has availed of a loan from any Bank or Housing Finance Institution in respect of the said Premises, the Promoters shall in effecting the cancellation pursuant to the right and authority vested in them hereunder, remit to the Bank / Housing Finance Institution to the account and credit of the Allottee the amount paid by the Bank / Housing Finance Institution to the Promoters towards and on account of the said Premises against the Bank issuing a release and discharge of their claims against the said Premises and the security created in respect thereof to the Promoters. The Promoters shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution.

In such event, if the Bank / Housing Finance Institution has any claim over and above such amounts received from the Promoters, the Bank / Housing Finance Institution shall claim and recover the same from the Allottee, and no such claim shall attach to the said Premises or against the Promoters; further the Promoters shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent on cancellation, by recourse to their other remedies in law.

- 13.3 For the purpose of Clauses 13.1 and 13.2 above, the forwarding by the Promoters of a cheque for such amounts as are liable to be refunded in terms of Clause 13.1 above drawn in favour of the Allottee to the address of the Allottee as recorded on Page No.1 hereof shall be sufficient compliance of all obligations owed by the Promoters in that behalf; the Allottee confirms that on the Promoters remitting such cheque, and executing a Deed of Cancellation by recourse to the powers conferred by the Allottee (as recorded in Clause 13.2 above), the Promoters shall thereafter be entitled to deal with and dispose of the said Premises to any other person, free of any claim of the Allottee to the said Premises.

14. AMENITIES AND FIXTURES TO BE PROVIDED

The Promoters shall provide in the said Premises and Wing amenities fixtures and fittings as briefly described in the **Third Schedule** hereto. The Allottee recognises and acknowledges that while the Promoters would conform to the broad specifications disclosed in the **Third Schedule**, there may be variations in the quality, colour, shape, make or design of the materials used by them in the various apartments in the said Wing and in the Building, and the Allottee shall not be entitled to, and shall not make any grievance on such account, it being expressly understood that the Promoters shall not be liable to use identical fixtures or fittings or be liable

to colour the various apartments in the said building identically. The Allottee shall accordingly not make any grievance on account of any variation in the quality, colour, shape, make or design of the materials used by the Promoters in the said Premises as against other apartments in the said building.

15. PROCEDURE FOR OBTAINING POSSESSION/FAILURE TO TAKE POSSESSION

The Promoters shall after obtaining Occupation Certificate from MCGM for the Wing(s) in which the said Premises is situate offer possession of the said Premises to the Allottee in terms of this Agreement. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisionson the part of the Promoters. The Allottee shall take possession of the said Premises within fifteen days of being offered such possession, by making payment of all amounts due and payable hereunder (including the amounts specified in Clauses 4 and 6 aboveand Clause 25below, as also any interest or penalty as may be claimed, demanded or levied by statutory authorities in respect of statutory payments, and default or failure by the Allottee to make such payments) by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee to take possession of the said Premises on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liability which he may incur under this Agreement and be liable under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Apartment.

16. COVERED PARKING

The Promoters record and clarify that the Covered Parking Space(s)/Slot(s) in the stilt and basement levels (including the multi-level mechanised

parking at the 1st (first) basement level), wherever granted / allotted, shall comprise exclusive right to park a non-commercial light motor vehicle (or where applicable, a two-wheeler) in such space(s)/slot(s), and a non-exclusive right to access such space(s) / slot(s) through common portions of the Lands, the portions under the podium and the basements in common with other grantees/allottees of such spaces/slots not only in the said Wing, but from acquirers of Apartments/units across the Building in due course. Each designated car parking space/slot/ two-wheeler parking space shall entitle parking of one vehicle, or as the case may be, two-wheeler. (In the case of a Stack Parking facility, the Allottee has acquainted himself with the specifications of the said facility). Such parking space shall not be enclosed, and shall only be designated by any identifiable differentiator. The same shall be used by the Allottee as a prudent person, and (in case of a stack parking facility) where the same is shared as between different allottees, shall use the same in a manner as to facilitate unobstructed and harmonious shared use by such sharer, and without disrupting, obstructing or jeopardising the right of the other grantees/allottees/sharers to use their respective spaces/slots. The Allottee shall also not do anything which may cause damage to the said space/slot, or the uninterrupted use of the same. Such Parking Space(s)/Slot(s) shall always be held appurtenant to the said Premises and shall only be dealt with along with the said Premises. Further the Car Parking Space(s)/Slot(s)/Two-Wheeler Parking Space shall not be permitted for use / parking of vehicles by a non-resident / person who is not a holder/acquirer/occupier of an Apartment/ Unit in the Building. It is clarified that by granting / allotting parking spaces to the acquirers or allottees of parking spaces in the Building, the Promoters shall not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended.

17. DEFECT LIABILITY

- 17.1 If within a period of five years from the date of handing over possession of the said Premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the Wing in which the said Premises is situate or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoters at their cost. In the event it is not possible to rectify such defects, the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act. It is clarified that 'defects' for the purposes of this Clause shall mean only manufacturing or workmanship defects caused on account of willful neglect on the part of the Promoters, and shall not mean defects caused by normal wear and tear and/or on account of negligent use of the said Premises by the Allottee (and/or other persons claiming through and/or under him) and/or on account of vagaries of nature. The Promoters have informed and made aware the Allottee that regular wear and tear of the Unit includes minor hairline cracks on the external and internal walls, and the same do not amount to structural defects and would not be attributable to either bad workmanship or structural defects.
- 17.2 The Promoters have conveyed to the Allottee and the Allottee acknowledges that the Promoters are not in the business of manufacture of lifts and/or of the several equipments listed in the **Fourth Schedule** hereunder written, provided either as a Common Amenity or Limited Common Amenity or in individual apartments, and that the mechanised multi-level stack parking system and the passenger lifts and other equipments to be provided in the Building would be sourced from supplier(s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier(s) of such product(s), the Allottee shall use the said facility at his own risk and in the

event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and/or unexpired portions thereof to the concerned Society which is in charge and management of such equipment or facility, or if the case so be, the representative Common Organisation. The Allottee shall jointly with the other persons availing the said mechanised parking facility / lift(s) / equipment(s) to be provided in the Common Areas and/or the equipment(s) provided in the Unit, be liable to ensure that the said facility / lift(s) / equipment(s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift(s) / equipments attend to the servicing and maintenance of the said facility / lift(s) / equipment(s), and to secure and obtain compliance by all persons of all conditions as to its use and for the said purpose to contribute proportionately jointly with the other persons entitled to and availing the said mechanised facility / lift(s) and other equipments held in common. The Promoters shall not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall merely pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof. Further in the event the Allottee, insofar as it relates to equipments provided in the said Premises, and any of the Allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changing or carrying out any unauthorised works thereto, all obligations of the Promoters in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Premises, or the acquirers of apartments generally

or the Society to the common portions of the said Building or any part of the common areas of the Building, the Promoters' obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

- 17.3 The Allottee shall, in carrying out works within the said Premises, i.e. in providing amenities, fixtures and fittings as desired by him therein so to make the same complete as per his desire, take all precautions to ensure that no part of the common portions of the Building is damaged, and further that there is no leakage from the said Premises to the Apartment below or adjoining the said Premises. The Allottee shall carry out necessary waterproofing works (including, if so mandated, through a common Contractor approved by the Promoters), and shall himself be liable to abate any grievance about any leakage from within the said Premises to the Apartments below or the adjoining Apartments.

18. OBLIGATION TO USE SHARED AREAS AND AMENITIES HARMONIOUSLY

The Allottee has seen the lay-out of the Building known as **PRIDE PANORAMA** (of which the said Wings A to C form a part, and in which the said Premises is comprised) and has been explained that the common amenities like drainage, sewers and water pipelines, sewage treatment plant, common lights, recreation areas, garden, Sewage Treatment Plant, Gymnasium, Swimming Pool, etc. shall be available for common use and enjoyment by all allottees of Apartments/Units in the various Wings of the Building (including Wing "D", and if the case so be, Wing "E" as may be constructed in Phase-II), now under construction and hereafter proposed to be constructed by the Promoters in terms of the Scheme of development disclosed by them elsewhere in this Agreement. The Co-operative Society/ies to be hereafter got registered in respect of the different wings therein shall have an unrestricted right of way in common

with other occupants in the Building (including the occupants of the remaining wings under construction on the said Lands as disclosed elsewhere in this Agreement) to pass and re-pass over the common access by foot and also to bring in vehicles over designated and defined portions of the common areas, subject to such conditions as may be stipulated by the Promoters in the larger interests of the Complex, and to also dig up such common portions at the ground level for the purpose of laying pipelines, telephone and electric cables, and/or gas pipelines, sewers and drainage lines, etc. subject to the condition as may be stipulated by the Promoters, and after the said Lands are handed over and transferred to the Common Organisation, such Common Organisation, to secure the use of such common areas harmoniously with other claimants to use of the same, and to submit to such covenants, inter se the various wings as to repair and maintenance of such common areas and/or digging up and filling up of the common areas as the Promoters may suggest in a manner as to ensure that any group of occupants do not by their actions disrupt the use and enjoyment of the common areas by the other group of occupants and to secure continuous, uninterrupted, harmonious and full use of such common areas.

19. SOCIETY FORMATION

19.1 The Allottee shall actively assist and co-operate in the formation of a Co-operative Society of apartment-purchasers in the said Wing (either singly or jointly with one or more of the other Wings of the Building) to be known by such name as the Promoters may determine, with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary, and become and be a member thereof. If the Promoters register more than one Society in respect of the various Wings in the Building (in all its phases), then such Society/ies shall become a member of the Apex Society / Co-operative Housing Association (“**Common**

Organisation") as may be formed in respect of the multiple Societies formed by the acquirers of Apartments in the various Wings of the Building. The Allottee shall for the said purpose from time to time sign all letters writings and documents, including the application for membership in the said Society and for its registration, including the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority; he will also do all other acts deeds matters and things as the Promoters herein and/or the promoters of such Society may reasonably require for the purpose.

- 19.2 In the event the Promoters join the Allottee as a member of the proposed Co-operative Society prior to the Allottee making full payment of the Consideration and all other amounts payable hereunder to the Promoters, then and in that event the enrolment of the Allottee as such member shall be tentative, and shall be subject to the Allottee making payment of the further instalments of price and all other payments in terms of this Agreement as they become due, and further also of the Allottee not committing any breach of any of the terms hereof. The Allottee's right to the said Premises shall, until such time, be liable to be cancelled, suspended or terminated in the events and in the manner provided in Clause 13 above. Further, in the event the Allottee's rights are cancelled and terminated as in the manner provided herein, then and in such event, the membership of the Allottee shall become vacant and the Allottee shall cease to have any claim either on the Society, or through the Society to the membership rights or to the Unit. The Allottee's right to the said Premises shall become indefeasibly vested in the Allottee only upon the Allottee making full payment of all amounts due and payable hereunder in the manner covenanted hereunder.

20. TRANSFER AND CONVEYANCE

20.1 The Promoters have conveyed to the Allottee that having regard to the Scheme of development disclosed by the Promoters to the Allottee, and having regard to the fact that the said Premises is to be comprised in a Wing, which is part of a Building comprising of multiple wings, and the Promoters would be developing the Building in phases as hereinbefore disclosed, and the uneven utilization and apportionment of the construction in the various wings of the Building, as also use and utilization of TDR and other transferred or acquired rights, the land element relevant to the construction laid out in individual wings could be skewed and mismatched, and further having regard to the fact that the various Wings are all part of a single Building, with shared common areas and amenities across portions of the Building, and as such and otherwise impartible, the Promoters would be getting registered on completion of development of the Building in all its phases, and on formation of Co-operative Societies by the acquirers of apartments in the various wings of the Building, an Apex Society or a Co-operative Housing Association ("**Common Organisation**") comprising of all the individual Societies got registered by acquirers of apartments in individual wings of the Building (including the Wing in which the said Premises is situate). The Promoters have in this background and with a view to procure to the acquirers of apartments in the various wings constructed on the said Lands an equitable apportionment of the land component and/or to arrange the land rights amongst them in such manner as is equitable, intend and propose that the Lands would be transferred to such Common Organisation, being a representative nominee of the Societies of the various wings constructed on the Lands. The Promoters have intended that thereafter the individual member Societies may if and so far, as may be necessary apportion and claim rights inter se in such Common Organisation to portions of the Lands in such manner as may

be equitable. The Promoters accordingly intend that they would, on completion of the development of the Building in all its phases and after receipt of Occupation Certificate for the last Wing of the Building/last phase of the Scheme of development of the Lands, and the formation of the Common Organisation within the period permitted by law, the Confirming Parties jointly with them (the Promoters) transfer to such Common Organisation as the nominee of the acquirers of apartments in the various wings of the Building a Conveyance of the said Lands and the building and structures constructed thereon (excluding the portions which are required to be, and/or are transferred to and vested in MCGM or the State Government), to the intent that the individual Societies would hold their respective Wings as members/allottees of such Common Organisation on such terms and subject to such Agreements as would be just and equitable to secure the maintenance and management and rightful and fair enjoyment of the facilities in the said Building by all the acquirers/holders of apartments/units in the Complex. The Promoters have also intended that the Common Organisation so formed would look after, maintain and manage the common amenities, facilities and services like water/electric/gas supply lines, internal roads, telephone cables, street lighting, fire fighting arrangements, electric sub-station drainage/sewer lines, recreation grounds, common security, the maintenance and upkeep of the parking areas at the various basement and stilt levels and other related matters, and the individual Society(ies) would be in independent management of all matters relating to the Wing in respect of which it is formed. As such, matters relating to the said Lands and/or common portions thereof, including amongst others, contribution by individual Societies to the maintenance and management of the common areas of the Complex would be subject to the governance of the Common Organisation; further that the management and control of the Common Organisation would as far as possible be constituted in a manner as to secure equitable

representation to its component members. The Promoters accordingly, along with the Confirming Parties, bind themselves to execute such Conveyance of the said Lands and the buildings and structures constructed thereon to and in favour of the Common Organisation within the period permitted by law.

20.2 The Promoters have further conveyed that under the Real Estate (Regulation and Development) Act 2016, as now in force, it is contemplated that there would be a separate Conveyance of the structure(s) constructed in the relevant phase to the Society got registered in respect of the concerned wing, and on completion of full development transfer and conveyance of the said Lands to the Common Organisation. As set out in Clause 20.1, the Promoters have in the circumstances and having regard to the factors set out therein, proposed the transfer of the said Lands (i.e. excluding the area liable to be transferred to the Municipal Corporation of Greater Mumbai (including Amenity Area)) and the Building and structures constructed thereon (after its full development as disclosed herein) to the Common Organisation consistent with the Scheme disclosed by them. In the event, any of the Societies got registered in respect of the various wings so desire, then and in that event, the Promoters shall jointly with the Owners, pending transfer of the said Lands to the Common Organisation as contemplated above and as liable to be executed under the provisions of the Act, at the costs of individual Societies in respect of the various wings transfer to such Societies the relevant Wing in the manner and to the extent as mandated under the said Act, and in due course transfer the Lands and the common areas and facilities (other than the portions liable to be ceded to the State Government or the Municipal Corporation of Greater Mumbai) in favour of the Common Organisation. (It is expressly clarified that in the event of any of the Societies got registered in respect of any of the Wings seeking a transfer of the relevant Wing in its favour, then

the Promoters shall transfer all the respective Wings to the Societies formed in respect thereof, regardless of whether the other Societies have so required or not). All stamp duty and registration charges, as also out-of-pocket expenses and professional fees incurred in or about the execution of the Conveyance of the building in favour of the individual Society and the Conveyance of the Lands and the common areas and facilities in favour of the Common Organisation, if the case so be, or of all the Wings in the Building and other structures on the said Lands and the said Lands (other than the portions liable to be ceded to the State Government or the Municipal Corporation of Greater Mumbai) shall be borne and paid by the Society of apartment/unit-owners/holders of the concerned Society, or as the case may be, of all the Societies of all the Wings in the Building.

- 20.3 In either of the aforesaid events, the Allottee covenants with the Promoters to co-operate in the execution, if the case so be, of a Conveyance of the said Wing (in which the said Premises is comprised) and in due course, or otherwise a Conveyance of the Lands (excluding the portions liable to be surrendered to the State Government or the Municipal Corporation of Greater Mumbai) in favour of the Common Organisation, and further as member of the Society got registered in respect of the relevant Wing in which the said Premises is comprised, to submit to such mechanism and safeguards as the Promoters in their discretion deem appropriate or necessary to secure the proper maintenance of the facilities provided in the said Complex and to balance the rights of the individual member Societies to portions of the Lands having regard to the respective stakes which such individual Societies have to or in the Lands (after transfer of portions thereof to the State Government or the Municipal Corporation of Greater Mumbai as stated elsewhere in these presents).

20.4 The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer of the wing (s) and the Lands and the buildings and structures constructed thereon to and in favour of individual Society(ies), or as the case may be, the Common Organisation, if any apartments are lying unsold with the Promoters, the Promoters shall, notwithstanding such transfer of such wing(s)/Building to and in favour of individual Society(ies) and the Lands (excluding the portions as aforesaid) in due course in favour of the Common Organisation, or as the case may be, of the several Wings and structures and the said Lands (other than the portions aforesaid) to and in favour of the Common Organisation, be entitled, in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold apartments/units to and in favour of persons of their choice, and on like terms and conditions as other apartments/units in the concerned wing(s). The Allottee as member of the Society got registered in respect of the relevant wing covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters, and further covenants with the Promoters that he shall as member of the relevant Society ratify and affirm any such transaction, and facilitate and co-operate in admission of such Allottee, on being advised and recommended by the Promoters, as a member of such Society, with the same right and subject to the same obligations as other members of such Society. The Allottee covenants with the Promoters to do all that is necessary to effectuate the aforesaid, and further to not do anything which may prevent the doing or achieving of the aforesaid. The Allottee further covenants with the Promoters to facilitate the Society executing appropriate writings in favour of the Promoters to execute the aforesaid, simultaneously with transfer of the concerned wing(s), or as the case may be, of the said Lands and the buildings and structures thereon, to and in favour of such Society / Common Organisation aforesaid.

20.5 Until transfer and conveyance of the said Lands and the common areas in the Complex to and in favour of the Common Organisation, the authority of the acquirers of apartments/units in the various wings of the Building shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the said Building, and the amenities therein. The Promoters shall upon execution of the Conveyance in favour of the Common Organisation hand over vacant and peaceful possession of the common areas of the said Lands to such Common Organisation.

- 21.** The Promoters have also informed and conveyed to the Allottee that -
- a. as disclosed by the Promoters in the Recitals, the full extent of the Lands is not recorded and reflected in the PR Card; the Promoters are actively pursuing an application for correction of the area of the Lands in the PR Card, and to record the correct area of the Lands as per documents and as in the actual possession of the Owners (and through the Owners, the Promoters); the building plans are presently sanctioned on the basis of the area of the said Lands as appearing in the PR Card; in the event the Promoters succeed in getting the area in the PR Card corrected, the Promoters reserve the right to lay out the additional construction, if any, becoming permissible on such account by laying out the podium at the second floor level of Wing "D", and/or by laying out additional floors over one or more of the Wings in Phase-III of the Scheme of development into constructed premises; any benefit that may arise from the said rights are not the subject matter of the Project; further in the event the Promoters do not succeed in getting such area corrected at any time before completion of the last phase in the Scheme of development, notwithstanding anything contained in this Agreement, the Promoters shall transfer the lands to the extent as appearing in the PR Card to the Common Organisation in the manner provided in Clause 20.1 above,

- b. the Promoters are required to cede a portion of the said Lands (presently determined at 74.14 sq. mtrs.) towards widening of the road; as a term of the sanction, the Promoters would also be liable to develop and hand over portions of the said Lands admeasuring 667.60 sq. mtrs. as Amenity Area to the Municipal Corporation of Greater Mumbai,
- c. a portion of the lands situate to the North-East of the Lands (and beyond the boundaries of the said Lands) is (and has been) in the possession of the Owners; the Owners (and their predecessors-in-interest) had permitted the Bombay Suburban Electric Supply Ltd. to set up and operate a sub-station from a part of these lands; the same is now in the possession of Adani Electricity Mumbai Ltd.,
- d. the Building comprising of the four wings as presently sanctioned is got sanctioned and approved by claiming using and availing the FSI as also by purchase and acquiring of TDR and fungible FSI available to the Promoters,
- e. as disclosed in the recitals and hereinabove, the Promoters intend to revise and amend the building plans insofar as it relates to Wing "D" – as presently sanctioned, and to get sanctioned additional Wing(s) (in lieu of Wing "D" – as presently sanctioned) comprising of non-residential / commercial / residential premises in such Wing(s), including by utilising the further unutilised potential of the Lands; the Promoters would be laying out such construction in Phase-II of the Scheme of development, and selling premises therein to interested persons, including if liable, after registering the same as independent Project with MahaRERA,
- f. the Promoters shall lay out the further unutilised residual entitlement of construction on the said Lands by laying out additional habitable floor(s) in the various Wings of the Building or on one or more of them, after

obtaining necessary sanctions and approvals for the same (not forming part of the Project and not comprised in this phase of development) over phases, and if required after registering the same as independent Project(s) with MahaRERA and sell the apartments/units therein also to interested persons on 'ownership' basis, after obtaining requisite consents sanctions and approvals therefor from the Municipal Corporation of Greater Mumbai and other concerned authorities,

- g. in the event the Promoters are for any reason unable to avail of or utilize the full development potential of the Lands on and within the developable portions of the Lands(i.e. the portion other than the portions which are transferred and/or liable to be transferred to the Municipal Corporation of Greater Mumbai or the State Government), the Promoters reserve the right to transfer and utilise such development potential in such manner as may be permissible either to the adjoining or other lands,
- h. save and except for the portions of the relevant Wings of the Building which may be specifically earmarked for use of purchasers of specified apartments therein, the remaining portions thereof shall be available for common use by acquirers of all apartments in the particular Wing; in like manner save and except for portions of the Building specifically earmarked for use of purchasers of apartments in any one or more of the Wings, the remaining portions thereof (including but not limited to the Gymnasium, Swimming Pool and Garden) shall be available for common use by acquirers of apartments across the Complex in all its phases of the Scheme of development,
- i. as intended by the Promoters, after the exploitation of the full potential of the Lands in the manner disclosed and/or outlined herein, and the full development in all phases of the Scheme of development as disclosed and

set out herein, and after the Promoters have sold all apartments/units therein and received and realized the amounts due to them, within the period permitted by law, the Promoters would transfer (jointly with the Owners) to the Common Organisation got registered by the Co-operative Societies of the various Wings in the Building now under construction and/or to be hereafter constructed by the Promoters on the Lands, a Conveyance of the Lands and the Building and other structures constructed thereon (excluding the portions which are required to be and/or are transferred to the Municipal Corporation of Greater Mumbai or the State Government) and procure such Common Organisation to in turn get the individual member Societies to enter into inter se covenants as may be determined to be just and equitable to secure the maintenance and management and rightful enjoyment of the facilities in the said Complex by all the acquirers of apartments in the Complex; the Common Organisation would look after, maintain and manage the common amenities, facilities and services like water/electric/gas supply lines (if provided), internal roads, telephone cables, street lighting, fire fighting arrangements, electric sub-station drainage/sewer lines, Gymnasium, Swimming Pool, garden, recreation grounds and other related matters; the individual Society would be in independent management of all matters relating to the concerned wing, but matters relating to the Lands and/or common portions thereof, including amongst others contribution to individual Societies to the maintenance and management of the common areas, amenities and facilities of and in the Complex would be subject to the governance of the Common Organisation; further the management and control of the Common Organisation would as far as possible be constituted in a manner as to secure equitable representation to its component members.

22. OBLIGATION OF THE OWNERS

The Promoters have further conveyed to the Allottee that though the Owners have been joined as Confirming Parties to this Agreement in their capacity as such owners, the several obligations regarding obtaining of necessary sanctions and permissions, construction and completion of the Building according to such sanctions and permissions and all matters regarding the Building as constructed are the only obligation of the Promoters alone, and save and except for transferring a free and clear title to the Lands, the Owners shall not, by reason of joining this Agreement, incur any liability to the Allottee, and the Allottee shall in respect of all other matters look to and enforce his claims against the Promoters alone.

- 23.** In pursuance of the provisions of the said Scheme and as basis for the sale of the said Premises by the Promoters to him, the Allottee hereby agrees and grants his irrevocable consent to -
- a. the Promoters developing the Lands using and utilising the remaining potential of the Lands (other than that comprised in the Project) on any basis whatsoever, including on account of FSI becoming permissible by payment as also on correction of the area of the Lands, by laying out such construction over Wings "A" to "C" as additional floors, or over Wing "D" as additional floors (including converting the parking floors at the Second Floor podium level into habitable units), and/or amending and revising the building plans of Wing "D" as presently sanctioned, into Wing "D" (and possibly Wing "E"), and also changing the user of premises into Wing "D" as presently sanctioned, and selling apartments/units in the Building on such portions on 'ownership' basis and appropriating to themselves the entire sale proceeds thereof; the Allottee confirms that neither he nor the Society got registered in respect of the said Wings "A" to "C" forming the Project, shall object to or interfere with the same or make any claim to any

part of the same, and affirm that his rights are restricted to the said Premises and the said Project, and does not extend to any other rights of the Owners or the Promoters, including any further rights which may hereafter accrue to the Owners/Promoters; further the Allottee is aware that the Conveyance of the said Lands, and (unless conveyed earlier as provided for herein) the Building to the Common Organisation could take place only after development of the Complex to the full extent disclosed hereunder is completed, and the Allottee has acquainted and apprised himself of the same, and confirms that he will not raise any objection to the same,

- b. the Allottee and other acquirers of premises in the Project sharing with the acquirers of premises in the further phases of development all the common areas, amenities and facilities provided for use of acquirers of premises in the Building generally, not limited to Gymnasium, Swimming Pool and garden,
- c. the Promoters making alterations in apartments/units other than what is agreed to be sold to the Allottee herein, so as to permit non-residential use thereof as by clinics, consultation rooms, professional offices, guest-houses, or for other permitted user as may not be objected to by the local authority, and selling such apartments/units for such use, and permitting the same to be used as such,
- d. the common areas and facilities becoming fully operational and available only along with the completion or substantial completion of the Building, and not necessarily along with possession of the said Premises,
- e. in the event of the full extent of development not being completed at the time of the Promoters offering possession of the said Premises to the Allottee, and the Promoters carrying on and completing the construction of

the remaining extent of the development on the said Lands, to not making any grievance on account of any nuisance or annoyance that may be caused by the carrying on of such works, after the Allottee has been placed in possession of the said Premises, and

- f. the Promoters letting out on leave and licence or tenancy or lease basis any of the apartments in the said Wings "A" to "C" now under construction as part of the Project to persons of their choice, subject to payment of periodical rent/compensation, and if the Promoters so choose, then to get themselves or their nominees enrolled as members in respect of such apartments of the Co-operative Society, when registered.

24. OUTGOINGS AND MUNICIPAL TAXES

- 24.1 The Allottee herein shall, irrespective of whether he has actually taken possession of the said Premises or not, commencing fifteen days after written notice is given to him by the Promoters that the said Premises is ready for occupation, become liable to pay to the Promoters/Society contribution of his proportionate share of outgoings in respect of the said Premises towards insurance premia, common electricity charges, repairs, salaries of clerks, bill collectors, chowkidars and sweepers or on any other account incidental to the management and maintenance of the said Building and the Lands and also a proper contribution for maintenance and management of the common areas, amenities and facilities in the Building and the GST leviable on account thereof; the Allottee shall in addition be liable to pay the proportionate share of municipal taxes, water charges and other Government levies as may be determined prorata and communicated on the first assessment being made. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters at the provisional rate as intimated by the Promoters or the Society, subject to a minimum of Rs.12/- per sq. Foot per month of the

RERA Carpet Areatowards and on the aforesaid account. The share of outgoing and municipal taxes payable in respect of the said Premises is also as tentatively estimated in the Statement, **Annexure "A"** hereto. Such contribution shall be paid by the Allottee on or before the 5th day of each month in advance to the Promoters, or to the Society, if such Society is managing the concerned Wing/building. The amounts so paid shall not carry any interest and remain with the Promoters until the said Wing/building and/or the said Lands and the Building and structures constructed thereon are transferred to the concerned Society, or as the case may be, the Common Organisation. The Promoters shall, if they collect such amounts, from and out of such contributions pay the common expenses in respect of the Wings comprised in the said Project, and on transfer of the Wings comprised in the said Project to the Society, render to it a consolidated account of the total amount collected from all acquirers of apartments/units and of the total amount spent out of the same, and pay over the excess or recover the deficit, as the case may be, to/from the Society. The rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments/units as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different apartments/units in the said Wings of the said Building as aforesaid.

- 24.2 The Promoters have informed the Allottee that the facilities in the nature of Gymnasium, Swimming Pool and Garden provided / to be provided in the Building are intended in the main for the use of the residents of the

Building (including, if so conceived, portions of Wings "D" (and if the case so be, Wing "E")) which may be permitted for use and occupation by various persons / acquirers on any basis whatsoever. The Promoters accordingly with a view to protect and enhance values, even while also not unfairly burdening the acquirers of shops and commercial /non-residential premises with the costs of maintenance of Gymnasium, Swimming Pool and Garden in the Building record that such acquirers will not be entitled to use and avail of the Gymnasium, Swimming Pool and Garden, and will also not be liable to contribute towards the maintenance of the same.

25. DEPOSITS AND CHARGES

The Allottee shall before taking possession of the said Premises deposit with the Promoters amounts (as presently tentatively estimated and) specified in the Statement appearing in **Annexure "A"** hereto, but which shall be finally determined at the time of handing over of possession of the said Premises to the Allottee; the said amounts shall not bear interest. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital of the Co-operative Society to be formed, or towards the outgoings and legal charges, and shall utilise such amounts only for the purpose for which they have been received. The Promoters shall not however render to the Allottee any separate account of the collections made from him and/or of the expenses incurred in respect of the said Premises; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any

grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Apartments in the said building as aforesaid. Further the Promoters shall not be liable to render any account in respect of the amounts collected as towards agreed charges. Further also, without prejudice to what is stated in Clause 24 above, if the Promoters collect amounts specified in **Annexure "A"** as deposit towards payment of outgoings, the Promoters (so long as they are managing the Property) shall appropriate from the same (so far as the amounts so deposited permit) every month as may be due in respect of the said Premises towards the monthly contribution on account of the several heads specified in Clause 24 payable in respect of the said Premises, and on exhaustion of the said amounts, the Allottee shall become liable to pay regularly and as and when demanded monthly contributions as provided in the said Clause 24.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows:

- a. the Promoters have acquired the development rights in respect of the Lands from the Owners in the manner set out and disclosed in the recitals herein; the Promoters state that subject to the portions which are affected by road-widening and are liable to be surrendered to the various authorities, the title of the Owners and the Promoters' rights, insofar as it relates to the Lands are clear and marketable; the Promoters state that as set out in the Title Report annexed to the Agreement, the Promoters have requisite rights to carry out the development on the Lands, and have actual, physical and lawful possession of the Lands for implementation of the Project,
- b. the Promoters have lawful rights and requisite approvals from the Municipal Corporation of Greater Mumbai to carry out development of the

Project and shall obtain the requisite approvals from time to time to complete the development of the Project,

- c. there are no encumbrances on the Lands,
- d. there are no litigations pending before any court of law in respect of the Lands or the Project,
- e. all approvals, licences and permits issued by the Municipal Corporation with respect to the Project are valid and subsisting and have been obtained by following the due process of law; further all approvals, licences and permits to be issued by the Municipal Corporation of Greater Mumbai with respect to the Project hereafter shall be obtained by following due process of law and the Promoters have been and shall at all times remain in compliance with all applicable laws in relation to the Project and the Lands,
- f. the Promoters have earmarked for allotment to the lessees claiming rights under the Owners an aggregate area of 14,411sq.ft. i.e. 1338.81 sq.mtrs. Built-up Area in the Building in lieu of the areas formerly in the occupation of such lessees in terms of and as directed by the Owners under the Development Agreement and comprised in the Lessees' Entitlement; the Promoters have also earmarked for allotment to the Owners apartments/units comprising the area liable to be granted to them and comprised in the Owners' Entitlement; the said Premises is not comprised in the Owners' Entitlement or the Lessees' Entitlement, and the Promoters are entitled to enter into this Agreement in the manner provided herein,
- g. the Promoters have not committed or omitted to perform any act or thing whereby the right title and interest of the Allottee created herein may be prejudicially affected,

- h. the Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement or Arrangement with any person or authority with respect to the Lands (including in respect of the Project and/or the said Premises) which would in any manner affect the rights of the Allottee under this Agreement,
- i. the Promoters are not restricted in any manner whatsoever from selling the said Premises in the manner contemplated in this Agreement,
- j. on execution of the Conveyance of the Building and the Lands to and in favour of the Common Organisation in the manner as provided elsewhere in these presents, the Promoters shall hand over lawful vacant peaceful physical possession of the common areas in the Building to such Common Organisation,
- k. the Promoters have duly paid and shall continue to pay and discharge the undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatever payable with respect to the Lands to the Municipal Corporation of Greater Mumbai till the date specified elsewhere herein, and
- l. the Promoters have not received any notice from the Government or from the Municipal Corporation of Greater Mumbai or under or by virtue of any legislative enactment, government ordinance or notification (including any notice for acquisition or requisition of the Lands).

27. REPRESENTATION OF THE OWNERS

The Owners hereby severally represent and warrant to the Allottee as follows:

- a. the facts set out in the Recitals recording the devolution and vesting of rights to the Lands in the Owners is true and correct; further the title of the Owners is clear and marketable, and free from all encumbrances and claims,
- b. the Owners have granted rights to the Promoters to develop the Lands in the manner set out and disclosed in the recitals herein, and the Promoters are entitled to enter into Agreements with the Allottee in their own right and on their own account in the manner appearing herein,
- c. the Owners have not received any notice from the Government or from the Municipal Corporation of Greater Mumbai or under or by virtue of any legislative enactment, government ordinance or notification (including any notice for acquisition or requisition of the said Lands), and
- d. the Owners shall in due course on completion of the development and on receiving possession of the premises comprised in the Owners' Entitlement, at the request of the Promoters, join in executing a Conveyance of the said Lands in favour of the Common Organisation got registered by the acquirers / holders of various apartments/units in the various Wings in the Building constructed on the said Lands.

28. ALLOTTEE'S CONFIRMATIONS

The Allottee confirms that he has prior to execution of this Agreement –

- a. taken inspection of all relevant documents and has satisfied himself fully in respect of the Owners title and the Promoters' right to the develop the Lands more particularly described in the First Schedule hereunder written and the Allottee accepts the same and agrees not to raise any requisition or objection/s or dispute relating thereto at any stage, and

b. read and understood and is fully aware of the terms and conditions of the Development Agreement, Intimation of Disapproval, Commencement Certificate and all the plans, designs and specifications prepared by the Promoters' Architects and the Promoters' as well as the Owners' rights, liabilities and responsibilities thereunder and in respect of the Lands and the said Building and has no objection thereto, and further hereby records his acceptance of the said terms and conditions unconditionally and absolutely, knowing full well that the Promoters and the Owners have entered into this Agreement for Sale of the said Premises to the Allottee relying on the assurance and declaration of the Allottee that he has no objection to the same.

29. ALLOTTEE'S COVENANTS

The Allottee on taking possession of the said Premises, with intention to bind all persons in whomsoever hand the said Premises may come, covenants with the Promoters that he will -

- a. pay to the Promoters the instalments of price of the said Premises and other amounts becoming due hereunder (including the amounts specified in **Annexure "A"** hereto payable against possession of the said Premises) on the respective due dates as provided herein, time being of the essence,
- b. take possession of the said Premises within fifteen days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof,
- c. use and/or permit to be used the said Premises only for such purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Premises for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or

annoyance to the occupiers of neighbouring Wing/s/Premises or for any illegal or immoral purposes,

- d. not store in the said Premises any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said Building which may damage the entrances, staircase and common passages of the Building,

(if any damage or loss is caused to the Promoters or to other occupants in the said building by breach of the provisions of sub-clauses (c) or (d) above, or on account of any negligence or default on his part, he alone will be liable for the consequences thereof),

- e. not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Premises into the compound or /any portion of the said Lands or Building,
- f. by reason of acquiring an Apartment/Unit in the said Wing in the said Building, not claim any right to park motor vehicles in any part of the common open portions of, or in the Basement(s) of the Building; if he so desires, he will park his vehicles in the Car Parking Space/Slot acquired from the Promoters on 'ownership' basis or on licence, subject to payment of any charges due on account thereof until transfer of the Lands and Building to the Common Organisation; further he will park his vehicle only in the Car Parking Space or (as the case may be) the slot in the Stack Parking Facility specifically designated for his use,

- g. be entitled to bring in and park only a car or other passenger vehicle held by him or other occupant of the said Premises (and in the case of non-residential units in the Building) or any other employee/other person of the Allottee operating from the Unit for personal use in the designated Car Parking Space/Slot; he shall, in using and availing of Car Parking Space in the Stack Parking Facility, be subject to such terms and conditions as may be stipulated by the Promoters or (in due course) the said Society/Common Organisation and other concerned authorities respecting its use, including in the matter of harmonious and non-conflicting shared use of a slot with the allottee of the other slot(s) in the Stack Parking Facility; if any security deposit is payable to any authority to ensure the specified user of the said facility, he will pay the same in addition to the amount payable to the Promoters as price therefor,
- h. he will not (where he is the allottee of a car parking slot in the Stack Parking Facility) by using and availing of the said facility do anything which may in any manner void the warranty obtained in respect of the said Stack Parking Facility or which may damage or affect the functioning of the said facility,
- i. he shall (where he is the allottee of a car parking slot in the Stack Parking Facility) be liable to ensure that his parking slot as also the personal vehicle brought in by him and parked in the said parking facility is at all times clean,
- j. not encroach upon or make use of any portion of the said Building not agreed to be acquired by him,
- k. (if he is the acquirer of a shop/commercial/non-residential premises in the Building), not claim any right to and not use or avail the Gymnasium, Swimming Pool and Garden provided in the Building, it being understood that the said amenities are intended for the exclusive use of residents in

the Building (including persons occupying premises sanctioned as for residential use, as a studio apartment, residential hotel, etc.); the acquirer acknowledges that in view of his being excluded from availing of the said facilities and amenities, the Promoters have also proposed to not claim any monies towards or on the aforesaid account from such acquirers,

- l. restrict his claims only to the said Premises agreed to be acquired by him hereunder, and not claim any right to put up any construction on the Lands or to make any variations or alterations in the said Premises, and also not claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the Lands, and the Promoters alone shall be entitled to avail of the benefit of all manner of constructions permissible on the Lands, whether available at present or which may become available hereafter, till the same are transferred to the Common Organisation; this shall include the benefit of the balance or additional construction available under the Development Control and Promotion Regulations, 2034 or the municipal bye-laws rules and regulations for the time being in force and/or by way of any special concession in or on account of any modification of the present bye-laws rules or regulations relating to sanction or calculation of F.S.I., compensation in lieu of area lost in road set-back, area-correction, reservation or otherwise howsoever,
- m. not let out sub-let, transfer or part with possession of the said Premises or transfer or assign his right title or interest in the said Premises or the benefit factor of this agreement until all amounts payable hereunder to the Promoters have been fully paid and discharged, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof and only after obtaining the prior written permission of the Promoters or of the Society,

- n. at his own costs carry out all internal repairs and maintain the said Premises in good and tenable repair and condition from the date of his taking possession of the same and not do or suffer to be done anything in or to the Wing of the said Building or the said Premises or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any other authority,
- o. not slaughter any animals in the precincts of the Complex,
- p. not hang clothes for drying or otherwise on any of the outside walls, grills or windows of the said Premises, and hang and dry clothes only in the drying area provided within the said Premises,
- q. fix the external unit of any split air-conditioning unit which he may fix in the said Premises in the designated location therefor, and not fix or install the same in any other external visible area on the external face of the Building,
- r. not close or permit to be closed the verandah/s or balconies of the said Premises or change the external elevation or colour scheme of the said building/Premises,
- s. not do or permit to be done any act or thing which may render void or voidable any insurance of the said Lands and the Building/Wing in which the said Premises is situate or any part thereof, or whereby any increased premium may become payable in respect of such insurance,
- t. not demolish or cause to be demolished the said Premises or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said Premises or any part thereof, or effect any alteration in the elevation or colour scheme of the Building, and will keep the sewers, drains, pipes, etc. in the said Building/Premises in good and tenable repair and condition, and in particular so as to support

shelter and protect the other parts of the building and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the building without the prior written permission of the Promoters or of the Society,

- u. the Allottee shall bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the Lands and the Building (including in particular in the Wing in which the said Premises is comprised) and/or upon the Promoters or Allottees of apartments/units therein by any authority, including the Municipal Corporation, revenue authorities, etc., including on account of the user thereof,
- v. along with acquirers of other apartments/units in the said Building, pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the whole of the Lands and the Building standing thereon, sharing the same amongst themselves in proportion to the carpet areas of the different apartments/units in the said Building,
- w. within one month of demand by the Promoters rectify any defect or want of repairs pointed out to him by the Promoters in the said Premises/Building,
- x. carry out along with the acquirers of other apartments in the said Building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said Building and the said Premises as may be required to be carried out by the Government, local or any other authority after issue of Occupation/Completion Certificate for the same,

- y. submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Premises and not commit any breach of the terms thereof,
- z. not carry out any additions alterations or renovation to the said Premises at any time after taking possession except after obtaining prior permission of the Promoters or the Society, as the case may be, and only after complying with such conditions as the Promoters / Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out,
- aa. wherever stipulated by the Promoters / Society as a term of the fit-out, carry out the water proofing works in the said Premises only through a common Contractor as may be designated by the Promoters / Society for the purpose and in compliance with the stipulation as may be imposed by such Contractor,
- bb. not carry out any work in the said Premises which may in any manner cause any damage to any of the other apartments/units above below or adjacent to the said Premises; if on account of any works so carried out by the Allottee any loss or damage is caused to any of the neighbouring apartments on the same floor or to apartment above or below the said Premises, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee,
- cc. allow the Promoters and their agents/servants to enter upon the said Premises and carry out repairs therein for maintaining, rebuilding and

keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said building and for other similar purposes, and also for cutting off water/electric supply to any apartment in the said building the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society,

dd. not permit to be kept or brought into the said Premises any pet other than a pet dog; further, the Allottee himself shall be personally liable for the proper safe and acceptable conduct of such pet; in particular, the Allottee shall ensure that such pet does not become a nuisance to the other occupants in the said building; further also, that such pet is always maintained on a leash when moving in any part of the common portions of the said Building other than in the said Premises; further also that the pet does not defecate or urinate in any part of the common portions of the Building; if the pet so defecates, the Allottee shall be personally liable to ensure that the same is forth with removed and cleared up and cleaned and disinfected; the Allottee further covenants that in the event of default or failure, for every instance of such dog poop remaining un-removed, un-cleared and un-cleaned, the Allottee shall be liable to pay a sum of Rs.1000/- (Rupees one thousand only) for every occasion when such dog poop has to be removed and the liability to make such payment shall be at par with other payment obligations of the Allottee as provided in these presents and all remedies available to enforce such payment shall extend to recovery of such sum also; the Allottee shall further be bound and liable to abide by any decision that the Promoters (until formation of the Society) and after formation of the Society, the Society may take about not permitting the dog to be brought in or walked on designated portions of the said Building or permitting the pet dog to be taken through lifts installed in the building; the Allottee shall also be liable to ensure that any

such pet dog as he brings in or permits to be in the said Premises is properly inoculated, and further that it is not exposed to or becomes a carrier of any disease,

ee. he shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies; he shall also abide by conditions laid by the Society regarding occupancy and use of the said Premises in the Building, and further shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

30. AGREEMENT AND COVENANTS TO ENURE FOR COMMON BENEFIT

This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all acquirers of apartments in the particular wing in which the said Premises is situate shall enure for the benefit of all acquirers of apartments in such Wing. Further to the extent that this Agreement lays down covenants on the part of the Allottee to be observed for the common benefit of all apartment-purchasers in the Building in general, is for the benefit of all apartment-purchasers in the said Building (including the further Wings, when and after they are constructed), and the benefits thereof shall enure to all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein but also, as the case may be, by the purchasers of other apartments in the said Building; and this agreement

shall bind to the extent applicable the permitted transferees of apartments from the Allottee also.

31. NOT A GRANT, DEMISE OR ASSIGNMENT

Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Premises or of any portion of the said Lands or the building now under construction thereon, such conferment to take place only on the transfer of the Lands together with the Building constructed thereon to the Common Organisation, which shall obtain such Conveyance for and on behalf of the member Societies representing the various wings comprising of the acquirers of apartments in such wings by a regular Conveyance; the Allottee shall have no claim save and except to the said Premises hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. shall remain the property of the Promoters until the said Lands and the Building are transferred by the Promoters to the Common Organisation as hereinbefore mentioned; in the event however the Promoters are required to execute a Conveyance of the individual Wings in which the said Premises is comprised and/or of any other right in the Building in the circumstances hereinabove provided, then and in that event, the transfer of the rights in the Lands in favour of the Common Organisation got registered by the various Societies shall take place on execution of such Conveyance.

32. REGISTRATION WITH MAHARERA

The Promoters have (jointly with the Owners) registered Wings "A" to "C" being constructed by them on the said Lands (in which the subject matter of this Agreement is comprised) as a Project with the MahaRERA under the provisions of the Real Estate (Regulation and Development) Act 2016 under

Registration No. _____ . A copy of the Registration Certificate is annexed as **Annexure "H"**.

33. NAME OF THE BUILDING AND SOCIETY

The name of the building being presently constructed on the Lands shall be **PRIDE PANORAMA**, and the name of the Society which shall be got registered by the acquirers of apartments in the various Wings of the said building shall also contain the said name, and the Allottee herein or the other apartment-purchasers in the said building or the Society shall not change the same.

34. PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE

34.1 The Promoters shall be entitled to mortgage the unsold apartments/units in the said Building to augment the funds of the Promoters or to part-finance the development of the said Project or to otherwise raise monies or secure any obligations, and the Allottee hereby expressly records and confirms his consent to the same.

34.2 After the Promoters execute this Agreement, they 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 who has taken or agreed to take the said Premises.

35. RIGHT TO INSTALL LOGO

The Promoters will have a right to install or have installed their logo in/upon one or more places in the said Building together with a statement about the property having been developed by them, and the Promoters reserve to themselves (and the Allottee covenants that he and the Society formed of apartment-purchasers shall at all times facilitate and not

obstruct) full, free and complete right of way and means of access to such place/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs and the Allottee or the Co-operative Society that may be formed shall not change, remove or disturb the logo so installed at any time under any circumstance whatsoever.

36. FACILITY MANAGEMENT

The Promoters have informed the Allottee that, with a view to secure that until the Society got registered in respect of the various wings by the acquirers of apartments/units therein are able to take full and complete charge of the administration of the said wings and the Building, and with a view to secure that on account of dissensions amongst the purchasers of apartments/units, the maintenance servicing and working of the various amenities and facilities provided in the Building do not suffer, the Promoters reserve the right to tie up with a professional Facility Management Agency for provision of cleaning of the common portions of the Building, lift and staircase, collection and disposal of garbage from individual apartments, the working of water supply arrangements, the provision of proper security arrangements, the working of equipments which may be provided for securing safety of the owners and occupants of the Building, the maintenance of common portions in the Building and attending to the general maintenance of the said building. As a term of the Agreement herein, with a view to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications

therefrom. The Allottee confirms that he shall abide by and give effect to the said stipulation and not raise any grievance about the same.

37. ENTIRE AGREEMENT

The Parties record that the Agreement herein records the complete arrangement between the Parties, and there is no other collateral agreement or arrangement between the parties hereto, and all agreements arrived at between the Parties prior hereto are superseded by and/or have merged in these presents. Accordingly, the Allottee shall not set up any right or claim on the basis of any brochures or other promotional material that they may have been circulated or that may hereafter be circulated in respect of the said Lands and the development proposed thereon, it being agreed between the Parties that the full and complete agreement between the Parties is as recorded in these presents, and all previous representations shall be deemed to be merged in what is recorded by these presents.

38. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the application of the Allottee shall stand cancelled without any further act of parties, and all sums deposited by the Allottee in connection

therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then cease to have any right or interest to or in the said Premises or against the Promoters.

39. WAIVER

Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Allottee shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of the terms or conditions hereof by the Allottee, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

40. NOTICE

All notices to be served on the Allottee in connection with this Agreement shall be deemed to have been duly served on the Allottee if sent to the Allottee by Registered Post A.D. or by Courier or by Hand Delivery or by E-mail to the address / email ID (as the case may be) of the Allottee hereinbefore mentioned / provided by the Allottee from time to time. The address of the Allottee for the purposes of this Agreement is as set out in the opening para of this Agreement. A notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same. In the event the Allottee changes his address as recorded with the Promoters, he shall intimate the same to the Promoters, and thereupon all notices and communications shall be addressed to the changed address. Unless otherwise notified, communication to the address recorded with the Promoters shall be deemed to be duly served.

41. RIGHT TO AMEND

This Agreement may be amended only by the written consent of the parties.

42. SEVERABILITY

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

43. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the Project, the same shall be in proportion of the carpet area of the said Premises to the total carpet area of all other apartments/units in the Project, measured uniformly. Further wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) of apartments/units in the Building generally, the same shall be in proportion of the carpet area of the said Premises to the total carpet area of all apartments/units in the Building for the time being constructed (and completed) on the Lands.

44. FURTHER ASSURANCES

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

45. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoters through their respective Authorised Signatories at the Promoters' office or at some other place which may be mutually agreed between the Promoters and the Allottee in Mumbai. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

46. JOINT ALLOTTEES

In case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him, which shall have all intents and purposes, and deemed to have been properly served on all the Allottees.

47. APPLICABILITY OF RERA ACT AND RULES

This Agreement shall always be subject to the provisions of the Real Estate (Regulation & Development) Act, 2016, the Rules and Regulations made thereunder and any statutory requirement or modification thereof.

48. 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 laws of India as applicable to Greater Mumbai, and the Court of law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

49. REGISTRATION CHARGES

The registration and other charges incidental thereto payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively. Stamp duty payable on this Agreement shall however be borne by the Promoters.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures hereto at Mumbai the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(being a description of the Lands in which the Project is comprised)

ALL THAT the lands bearing Survey No.17,Hissa No.2 admeasuring approximately 1,821.08 sq.meters or thereabouts, and Survey No.17, Hissa No.1(part) admeasuring approx. 5,893.86 sq. meters, collectively admeasuring approx. 7714.94 sq. meters or thereabouts, subsequently assigned CTS No.657 and reflected in the Property Register Card ("**PR Card**")as admeasuring 6,776.84 sq. meters, situate at Village Mohili, Taluka Kurla, in the Registration Sub-District of Kurla, District Mumbai Suburban, and shown marked by thick bounded lines on the Plan annexed hereto as **Annexure C**

THE SECOND SCHEDULE ABOVE REFERRED TO:

• **COMMON AREAS AND FACILITIES:**

- Common access road and compound of the said building
- Open terrace above the top floor of the building
- Common lighting in the common access leading to the various wings.
- Common electric connection for the Complex
- Sewage Treatment Plant, if provided.
- Fire-fighting equipment and other attendant and support facilities

• **LIMITED COMMON AREAS AND FACILITIES:**

- A. Mid-landing and landing on the floor of the respective Wing of the building in which the particular apartment is located, as a means of access to the said Apartment but not for the purposes of storage or as a recreation area or for residence,
- B. The entrance lobby, staircase of the respective Wing of the building, the lifts and the lift machine-room – which shall be for the exclusive use of the residents of the particular wing, and persons having occasion to visit them

• **BUILDING- SPECIFIC COMMON AMENITIES (FOR WINGS "A" TO "C"):**

- Entrance Lobby
- R.C.C underground and overhead water tanks.
- Pump/s.
- Lifts.
- Light and electrical fittings in the staircase, entrance hall and in the common passage.
- Meter room.
- Exterior Plumbing fixtures.
- Fire fighting System

• **LIMITED COMMON AMENITIES:**

Open Car Parking Space under the podium, under the stilt and in the Basements.

THE THIRD SCHEDULE ABOVE REFERRED TO:

- **BUILDING FINISHING:**
 - Designed R.C.C. Framed Structure, as per Consultant's Drawings,
 - Anti-termite treatment to be provided at Plinth level
 - All external & internal masonry shall be thick of 150 mm or 100 mm.
 - Chicken / Fibre Mesh embedded along wall joints while plastering to reduce cracks.
 - External sand face double coat plaster.
 - Water Proofing works in toilets and terraces.

- **LIVING ROOM:**
 - Height: 9' 6''
 - Flooring: Amoled Marble/Vitrified Tiles 800mm X 800mm with 100 mm skirting of ZELTOP Make Or equivalent.
 - Walls: Smooth finished Cement plaster / Gypsum plaster
 - Video Door Phones
 - Intercom Facility

- **DINING ROOM AND BED ROOM:**
 - Height: 9' 6''
 - Walls: Smooth finished Cement plaster /Gypsum plaster
 - Flooring: Amoled Marble/Vitrified Tiles 800mmX 800mm with 100 mm skirting of ZELTOP Make Or equivalent.

- **KITCHEN:**
 - Stainless steel sink of Nirali make or equivalent.
 - Vitrified tiles, Designer ceramic dado above counter top up to 2ft height
 - LPG Piped Gas with leakage detectors and alarm.
 - Plumbing for water inlet and outlet
 - Utility Area with appropriate electrical & water provision for various appliances

- **TOILETS:**

- Water Closets: Western / European style WC of superior quality TOTO/ CERA or equivalent.
- Wash Basins: Porcelain wash basins of TOTO/CERA or equivalent.
- Basins with waste coupling & bottle trap of standard make.
- Concealed flushing system will be of SCHELL/GEBERIT or equivalent.
- Designer Anti-skid ceramic for floor and walls up to Beam bottom height concepts 600 mm X 600 mm for flooring and 600mm X 300 mm for dado of KAJARIA Make Or equivalent.
- Powder coated / anodized aluminium window with provision of Exhaust fan.

- **DOORS:**

Composite Wooden Doors and door frames with ironmongery.

- **WINDOWS:**

Windows: Powder coated / anodized aluminium / UPVC sliding window three track with provision of mosquito mesh of Jindal or equivalent. With marble sills and granite architrave.

- **ELECTRICAL:**

- Concealed copper wiring with modular plate switches, cabling system for all electrical and communication requirements.
- Wiring shall be done for lighting, fan, 6 Amps, 16 Amps and AC points
- Provision for Split Air Conditioning

- Decorative Project name board.

- Decorative main entrance gate and compound

- Proper internal road with adequate provision for storm water drainage

- Grand entrance lobby

- High Speed lift shall be provided 2no.s in each wing.

- Generator power backup for all common services

- Sewage Treatment Plant

- Fully equipped Gymnasium

- Swimming Pool
- Landscape Garden
- **BUILDING SECURITY AND SAFETY FEATURES:**
 - CCTV cameras at various locations
 - Boom barrier gates at entry and exit points
 - Access control entry to common areas
 - Fire fighting system as per CFO
 - Intercom Facility
 - Security Cabin

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(list of equipments)

- Pumps
- Fire fighting and peripheral equipments / accessories provided across the Building
- Sewage Treatment Plant
- Lifts and Mechanised Stacks for Car Parking
- Filtration Plant and other support equipments for the Swimming Pool
- Electrical and sanitary fittings provided across the Complex
- Intercom, Video Door phone, CC TV cameras and accessories and other security equipments
- Equipments provided in the Gymnasium
- Boom Barriers
- Other equipments

SIGNED and **DELIVERED** by the _____) for **LANDCARE REALTY LLP,**
 within named PROMOTERS _____)
LANDCARE REALTY LLP _____)
 by the hand of its Designated Partner _____)
 Mr. _____)
 in the presence of: _____) Designated Partner

Signed And Delivered By The)
Within Named Owners/Confirming Parties)
 Fizza Alihusain Boxwala)
 Hatim Alihusain Boxwala,)
 Yusuf Alihusain Boxwala,)
 Shabbir Alihusain Boxwala,)
 Saifuddin Alihusain Boxwala,)
 Aziz Alihusain Boxwala,)
 Rehana Mansoor Boxwala,)
 Hussain Mansoor Boxwala,)
 Zainab Mansoor Boxwala,)
 Farida Gulamabbas Harianawalla,)
 Nafisa Zoeb Boxwala,)
 Samina Mushtaque Chherawalla,)
 Yusuf Abbas Calcuttawala,)
 Arwa Yusuf Calcuttawala,)
 Mohammed Yusuf Calcuttawala,)
 Zoeb Taherali Boxwala,)
 Abi Turab Taherali Boxwala,)
 Saleh Taher Boxwalla,)
all through their duly Constituted Attorney)
Mr. Dhannalal P. Jain,)
in the presence of:)

SIGNED and DELIVERED by the)
Within named ALLOTTEE)
 _____)
 _____)
in the presence of:)

RECEIVED of and from the Allottee abovenamed)
the sum of Rs. _____ (Rupees _____)
_____ Only))
being the amount expressed within to have been)
by Allottee to us at or before the execution hereof.)

Rs. _____ /-

WE SAY RECEIVED,
For LANDCARE REALTY LLP

Designated Partner
 Witnesses:

ANNEXURE "A" ABOVE REFERRED TO:

Allottee's Details, Description of the premises & Consideration payment plan.			
Allottee:			PAN No.
1. Mr.			
2. Mrs.			
mail id:			
Address:			
Project: <i>Pride Panorama Residency</i>			
Flat No.		Floor	
Wing		Carpet Area (Sq. Mtr.)	
No of LMV- Parking		Parking Location	
No of Two-wheeler Parking		Parking Location	
Consideration			Amount in Rs.
1	Lumpsum Consideration for the Apartment		
2	Others Payments		
Total / Lumpsum Consideration to be paid First			
In Words:			
Payment Schedule for the total Consideration			
Sr. No.	Payment Schedule	%	Amount in Rs.
1	At or before the execution hereof (the Allottee has paid the same, and the Promoters admit and acknowledge receipt of the same),		
2	On Obtaining C.C. up to Plinth (Including Booking Amount)	10	
3	On Completion of each of the Basement Slab, 2 th floor, 4 th floor, 7 th floor, 10 th floor, and Terrace, slab of the wing in which the said Apartment is located @ 7% on each.	42	
4	On completion of the wall, internal plaster, of the said Apartment	10	
5	On completion of the flooring, electrical work of the said Apartment	10	
6	On fixing of doors and windows of the said Apartment	08	
7	On Completion of External Plumbing and external plaster, elevation, of the wing in which the said Apartment is situated,	08	
8	On installation of the lifts, water Pumps, Electrical Fittings, Sanitary fitting, Entrance Lobbies of the wing in which the said Apartment is Located	07	
9	Any other agreed terms		
10	On notice of possession	05	
	TOTAL	100%	

•	The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestone, depending on the date on initiation of the relevant milestone.	
•	At the time of execution hereof upfront payment for the work done or agreed consideration would be payable	
	All Payments in favour of "Pride Panorama Phase-I RERA A/C" , For RTGS/ NEFT AccountNo.....IFSC..... HDFC Bank, Prabhadevi Branch Mum-25	
Sr. No.	Other Charges payable, at the time of Promoters offer the possession of the Premises	Amount in Rs.
1	Share Money + Entrance Fee	
2	Legal Charges	
3	Electric / Water Meter related charges	
4	MCGM Property Tax for 18 th Month Estimated (Provisional Amount)	
5	Maintenance Deposits (18 Months) Rs. 12/- per sq. ft. on Carpet area	
6	Legal Fee	
7	Piped Gas (Subject to Availability)	
TOTAL		
	All amounts stated hereinabove are exclusive of GST & other indirect Taxes, all such Indirect Taxes/Levies have to be Borne and paid by the purchaser separately immediately upon the same being due and payable to the Govt and demanded by the promoter.	

Sample Agreement