

Proforma of Allotment Letter

Date: _____

To,
Mr. _____,
Mrs. _____,
_____,
_____.

Sub: Allotment of Flat No. _____ in Wing “_____” on the _____ Floor of Residential Project known as “KANAKIA PARIS” situated Opp. Ascend International School, “F” Block, Bandra-Kurla Complex, Mumbai – 400051.

Dear Sir / Madam,

1. We are developing a Residential Project “**Kanakia Paris**” duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no _____.
2. We hereby agree to allot you on ownership basis Flat No. _____ in Wing “_____” on the _____ Floor in the residential building named “**KANAKIA PARIS**” having RERA carpet area admeasuring _____ Square Meters with exclusive balcony area admeasuring _____ Square Meters (hereinafter referred to as the said “**Flat**”) for the consideration of Rs. _____/- (Rupees _____ only) and we hereby earmark ____ (____) open/covered Car Parking Space, in any arrangement in the said building on the terms and conditions as contained in the proforma Agreement for Sale attached herewith.
3. You have paid us, interest free amount of Rs. _____ /- (Rupees _____ only) (not less than 5% of the total consideration) as application fee and you shall pay to us the balance amount of Rs. _____ /- (Rupees _____ only) as per the Payment Schedule recorded in “Agreement for Sale”.
4. On receipt of 10% of the total consideration we have to compulsorily execute and register “Agreement for Sale” immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then 5% of the Agreement Value is mutually agreed to be liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.
5. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the proforma Agreement for sale, including timely payment of amounts stated thereunder.
6. You are requested to sign in confirmation of accepting the terms as mentioned in proforma “Agreement for Sale” by subscribing your signature on this letter and copy of this letter.

Yours sincerely,
For Kanakia Spaces Realty Private Limited

Director

First Allottee

Second Allottee

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made at Mumbai this _____ day of _____, Two Thousand and _____:

BETWEEN

KANAKIA SPACES REALTY PRIVATE LIMITED (formerly known as Kanakia Spaces Private Limited), a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 215, Atrium, 10th Floor, Andheri Kurla Road, CTS No. 215, Andheri East, Mumbai - 400 093 hereinafter referred to as “**Kanakia**” or “**the First Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **FIRST PART**;

AND

ACE HOUSING & CONSTRUCTION LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1 Rock Dale, Sebastian Road, Bandra West, Mumbai – 400 050 (hereinafter referred to as “**Ace Housing**” or “**the Second Promoter**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **SECOND PART**;

AND

MR. RAJAT RAMESH PATEL, an Indian Inhabitant, aged 47, having his place of residence at A-1003, Quantam Park, Union Park, Khar (West), Mumbai 400 052, (hereinafter referred to as “**Rajat**” or “**the Third Promoter**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**;

AND

M/S. DHRUV ENTERPRISES, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 and having its registered office at 1 Rock Dale, Sebastian Road, Bandra (West), Mumbai 400 050, through its partners (1) **Mr. Danishmand Merchant**, and (2) **Mr. Rajat Patel** (hereinafter referred to as “**Dhruv Enterprises**” or “**the Fourth Promoter**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Dhruv Enterprises, its partners or partner for the time being of the Firm, the heirs, executors administrator of the last surviving partner of Dhruv Enterprises and assigns) of the **FOURTH PART**;

AND

SHREEGAJRAJ HOUSING NIRMAN PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 229/231, PerinNariman Road, Fort, Mumbai 400 001 (hereinafter referred to as “**Shree Gajraj**” or “**the Fifth Promoter**”, which expression shall unless it be

repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIFTH PART**;

AND

_____, Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at

hereinafter referred to as “**Allotees**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **SIXTH PART**.

The First Promoter, the Second Promoter, the Third Promoter, the Fourth Promoter and the Fifth Promoter are hereinafter collectively referred to as “**the Promoters**”.

The Second Promoter, the Third Promoter, the Fourth Promoter and the Fifth Promoter are hereinafter collectively referred to as “**the Confirming Parties**”.

The First Promoter, the Second Promoter, the Third Promoter, the Fourth Promoter, the Fifth Promoter and the Allotee/s are hereinafter collectively referred to as “**the Parties**” and individually as “**Party**”.

WHEREAS:

- A. Shree Gajraj has acquired rights to undertake a slum rehabilitation scheme on all that piece and parcel of land collectively admeasuring 17,593.70 square meters or thereabouts and which as per the Property Register bears CTS Nos. 629/1284/A (admeasuring 4722.80 square meters towards road reservation), 629/1284/B (admeasuring 7358.60 square meters towards free sale land) and 629/1284/C (admeasuring 5512.30 square meters towards rehab land) (earlier forming part of larger land bearing CTS No. 629), all of the revenue Village Bandra (East), Taluka Andheri in the Registration Sub-District of Andheri, District of Mumbai Suburban, situate, lying and being at Ambedkar Nagar, Maharashtra Nagar, Government Colony, Bandra, Kherwadi, Bandra (East), Mumbai – 400 051 hereinafter referred to as the “**the said Land**” and more particularly described in the **First Schedule** hereunder written and marked with black thick boundary line on the plan thereof hereto annexed and marked as **Annexure “1”**, pursuant to the provisions of Regulation 33 (10) of the Development Control Regulations of Greater Mumbai, 1991 (“**DCR**”) and such other provisions of the DCR as applicable and/or such other incentive

scheme as may be sanctioned under the provisions of the DCR from time to time. The said Land is owned by the Government of Maharashtra.

- B. By and under an Agreement dated 3rd April, 2006 executed by and between Shree Gajraj (therein referred to as the Developer) of the One Part and Ace Housing (therein referred to as the Co-Developer) and registered with the office of the Sub-Registrar of Assurances at Sr. No. BDR-15/2673/2006, Shree Gajraj and Ace Housing agreed to jointly develop the said Land in the manner and on the terms and conditions as set out therein.
- C. Slum Rehabilitation Authority (“SRA”) has approved the Slum Rehabilitation Scheme on the said Land under the provisions of Regulation 33(10) of the DCR to be undertaken by Shree Gajraj, vide a Letter of Intent dated 29th May, 2006 bearing no. SRA/ENG/1001/HE/STGL/LOI and revised Letter of Intent dated 25th August, 2006 bearing No. SRA/ENG/1001/HE/STGL/LOI issued in favour of Shree Gajraj.
- D. By and under an Agreement dated 29th September, 2006 executed by and between Ace Housing of the First Part, Shree Gajraj of the Second Part and Rajat Patel of the Third Part, Rajat Patel agreed to jointly develop the said Land with Ace Housing and to share the development rights between them in the manner therein recorded.
- E. By and under its Letter dated 2nd November, 2006 issued by the SRA, the SRA approved the plans submitted for layout / sub division of the said Land in the manner as set out therein. The sanctioned layout plan reflects that (i) portion of the said Land admeasuring 4722.66 square meters is earmarked for road under the Development Plan; (ii) portion of the said Land admeasuring 7358.66 square meters is earmarked to be utilised for the development of the free sale component; and (iii) portion of the said Land admeasuring 5512.38 is earmarked to be utilised for the development of the rehab component.
- F. By and under a Development Agreement dated 20th April, 2007 executed by and between Ace Housing (therein referred to as the First Co-developers) and Rajat Patel of the One Part and Shree Gajraj (therein referred to as the First Developers/the Confirming Parties) of the Second Part and M/s. Orville Construction (therein referred to as the Developers) of the Third Part and registered with the office of the Sub Registrar of Assurances at Bandra-15 at Sr. No. 5452 of 2007, the Parties thereto agreed to jointly develop the said Land in the manner and on the terms and conditions as more particularly set out therein.
- G. By and under a Service Agreement dated 20th April, 2007 (“**Service Agreement**”) executed by and between Ace Housing of the First Part, Rajat Patel of the Second Part, Shree Gajraj of the Third Part and Dhruv Enterprises of the Fourth Part, it was agreed that in consideration of the services rendered by Dhruv Enterprises it shall be entitled to a share in the constructed area to the extent as therein provided.
- H. SRA revised, the Letter of Intent dated 29th May, 2006 bearing No. SRA/ENG/1001/HE/STGL/LOI and Letter of Intent dated 25th August, 2006 bearing No. SRA/ENG/1001/HE/STGL/LOI issued by the SRA, vide Letter of Intent dated 5th January, 2009 bearing No. SRA/ENG/1001/HE/STGL/LOI, in

the manner and on the terms and conditions as more particularly set out therein.

- I. Thereafter, by and under an order dated 3rd May, 2010 bearing No. SRA/CS/Office-1/T-1/K.V.-105/S.V.-08/2010/116 passed by the SRA ("**Sub-Division Order**"), the SRA sanctioned the amalgamation / sub division of the said Land in the manner and on the terms and conditions as stated therein. Under the Sub-Division Order the said Land was sub divided in the following manner and it was ordered that separate property register card be opened with respect to each of the sub divided portion of the said Land, viz:
 - (i) Land admeasuring 4722.82 square meters for land reserved as road under the Development Plan;
 - (ii) Land admeasuring 7358.66 square meters for land which is to be utilized for the development of the free sale component;
 - (iii) Land admeasuring 5512.38 square meters for land which is to be utilized for the development of the rehab component.
- J. Pursuant to the Sub-Division Order, the competent authorities issued separate property register cards in the following manner:
 - (i) Land bearing CTS No. 629/1284/A admeasuring 4722.80 square meters for land reserved as road under the Development Plan ("**DP Road Land**");
 - (ii) Land bearing CTS No. 629/1284/B admeasuring 7358.60 square meters for land which is to be utilized for the development of the free sale component on ("**Free Sale Land**").
 - (iii) Land bearing CTS No. 629/1284/C admeasuring 5512.30 square meters for land which is to be utilized for the development of the rehab component ("**Rehab Land**").
- K. The Free Sale Land is more particularly described in the **Second Schedule** hereunder written and is shown washed with Blue colour on the Plan annexed hereto and marked as **Annexure "1"**. The Property Register Cards of the said Land are collectively annexed hereto and marked as **Annexure "6"**.
- L. Thereafter, following Rehab Buildings were duly completed and occupation certificate thereof were obtained:
 - (i) Rehab Building No.1 consisting of Ground and 12 upper floors with four Wings "A", "B", "C" and "D" of 406 tenements, of which 378 are residential tenements, 16 are residential-cum-commercial tenements, 4 are Balwadis, 4 are Welfare Centres and 4 are Society's office.
 - (ii) Rehab Building No. 2 being a composite building of Ground and 14 upper floors comprising of Rehab tenement and Sale tenement, of which 409 are residential tenements, 5 are residential-cum-commercial tenements, 5 Balwadis, 5 Welfare Centre, 5 Society Office aggregating to 429 tenements; 37 tenements are sale tenements admeasuring 1666.278 square meters built-up area.

- M. M/s. Orville Construction exited as a co-developer in the manner as recorded in a Deed of Cancellation dated 20th June, 2011 executed between Ace Housing and Rajat Patel therein referred respectively as the First Developer and the Second Developer and M/s. Orville Construction therein referred to as the co-developer, to which Shree Gajraj was joined as a Confirming Party; the said Deed of Cancellation is registered at the Bandra Sub-Registry under Sr. No. BDR-15/8643 of 2011.
- N. By and under a Development Agreement dated 18th October, 2011 executed by and between Shree Gajraj, Ace Housing, Rajat Patel, Dhruv Enterprises and Terra Land Developers Limited ("**Terra**") and registered with the office of the at Bombay under Sr. No.BDR-1/13245 of 2011, Shree Gajraj, Ace Housing, Rajat Patel, Dhruv Enterprises granted development rights in respect of the Free Sale Land in favour of Terra, in the manner and on the terms and conditions as more particularly set out therein.
- O. SRA revised, the earlier Letter of Intent dated 29th May, 2006 bearing No. SRA/ENG/1001/HE/STGL/LOI, Letter of Intent dated 25th August, 2006 bearing No. SRA/ENG/1001/HE/STGL/LOI and the Letter of Intent dated 5th January, 2009 bearing No. SRA/ENG/1001/HE/STGL/LOI issued by the SRA, vide Letter of Intent dated 27th August, 2014 bearing No. SRA/ENG/1001/HE/STGL/LOI ("**the said LOI**"), in the manner and on the terms and conditions as more particularly set out therein.
- P. By and under a Development Agreement dated 25th September, 2014 executed by and between Ace Housing, Rajat, Dhruv Enterprises, Shree Gajraj, Terra, Kanakia and Vrusti (read with the Supplementary Agreement dated 6th April 2015, executed by and between Ace Housing, Rajat, Dhruv Enterprises, Shree Gajraj, Kanakia and Vrusti and registered on 28th April 2015 with the office of the Sub-Registrar of Assurances at Bandra Sr. No. BDR-15-3340 of 2015 and Further Supplementary Agreement Dated 8th July, 2015, registered on 23rd July 2015 with the office of the Sub Registrar of Assurances at Bandra Sr. No. BDR15-8285-2015 (hereinafter collectively referred to as "**the Development Agreement**"), Kanakia acquired development rights with respect to the Free Sale Land, in the manner and on the terms and conditions as agreed and recorded therein. Under the Development Agreement inter-alia:
- (i) Terra absolutely transferred and assigned the rights obtained by them under the Development Agreement dated 18th October 2011 from Shree Gajraj, Ace Housing, Rajat and Dhruv Enterprises in favour of Kanakia and Vrusti.
 - (ii) Shree Gajraj, Ace Housing, Dhruv Enterprises and Rajat have jointly and/or severally confirmed unto and in favour of Kanakia development rights with respect to the Free Sale Project (as defined therein) and the Free Sale Land by development of the Free Sale Component (as defined therein) in the manner therein provided together with the rights, title, interest and benefits attached thereto in the manner and to the extent as herein provided together with the benefit of the said LOI and all the sanctions and Approvals obtained / to be obtained in relation to the Free Sale Land and issued by SRA, MMRDA and all other competent authorities.
 - (iii) Kanakia would construct and grant to Shree Gajraj, Ace Housing,

Rajat Patel and Dhruv Enterprises residential premises in the new buildings to be constructed on the Free Sale Land equivalent to 15.71% (Shree Gajraj), 7.645% (Ace Housing), 7.645% (Rajat Patel) and 6.5% (Dhruv Enterprises) of the total constructed area and further that Kanakia shall be entitled to sell and dispose of the remaining 62.5% of the constructed area in the new buildings such manner as it may choose.

- (iv) The Project forming the subject matter of the Development Agreement is construction of Free Sale Component comprising of 35,794 square meters FSI and in addition the Fungible FSI permissible on account thereof. If further FSI in excess of 35,794 square meters and Fungible FSI thereon becomes permissible or available Shree Gajraj, Ace Housing and Rajat to be utilized on the Free Sale Land on any account whatsoever, then Kanakia shall be entitled to utilize the same on the terms and conditions as shall be mutually agreed between the Shree Gajraj, Ace Housing and Rajat on one hand and Kanakia on the other. In case, if further FSI in excess of 35,794 square meters and Fungible FSI thereon is made available but either not permitted to be utilized on the Free Sale Land on any account whatsoever or Kanakia and the Confirming Parties have not agreed on the terms of utilisation thereof then Shree Gajraj, Ace Housing and Rajat alone shall be entitled to the same in the ratio set out in the Sixth Schedule of the Development Agreement. Shree Gajraj, Ace Housing and Rajat shall be entitled to avail of and construct the same other than on the Free Sale Land, or to claim and avail of TDR on account of the same or to otherwise sell and dispose of the same, and appropriate the proceeds thereof to themselves.
- (v) Vrusti is a complete fully owned subsidiary of Kanakia and as recorded in the said Development Agreement, Vrusti has not obtained any right under the Development Agreement and further Kanakia alone is entitled to exercise all rights including to sell and/or grant rights in respect of Kanakia's premises as recorded in the manner provided herein.

- Q. By and under a Project Agreement dated 18th May, 2016 ("**Project Agreement**") executed between Ace Housing, Rajat Patel, Dhruv Enterprises, Shree Gajraj, Kanakia, Vrusti and Metropolitan Lifespace Real Estate Developers Private Limited and registered with the office of the Sub-Registrar of Assurances under Serial No BDR-15, 3944 of 2016 (as modified by an Addendum Agreement dated 9th December 2016 executed by and between the Parties to the Project Agreement), the parties thereto have agreed to jointly develop the said Project (as defined therein) in the manner and on the terms and conditions more particularly stated therein.
- R. Metropolitan Lifespace Real Estate Developers Private Limited is a Co-Promoter of the Real Estate Project (as defined below) and is hereinafter referred to as "**the Co-Promoter**".
- S. By an Order dated 29th November 2016 passed by the Hon'ble Bombay High Court passed in the Scheme of Arrangement under the provisions of Sections 391 to 394 of the Companies Act 1956 and all other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013 for de-merger of real estate undertakings of Kanakia Spaces Private Limited ("**KSPL**") into Kanakia

Spaces Realty Private Limited (“**KSRPL**”), the real estate business of Kanakia Spaces Private Limited which is demerged into Kanakia Spaces Realty Private Limited i.e. the First Promoter.

- T. Pursuant to the above, the Promoters are entitled to construct buildings on the said Land. In this regard,
- (i) Ace Housing, Rajat, Dhruv Enterprises, Shree Gajraj, Terra, had inter-alia the right and obligation to develop and construct the rehab tenements (“**Rehab Component**”) to rehabilitate slum dwellers on the Rehab Land.
 - (ii) Kanakia is vested with the rights to develop the Free Sale Land (which forms the Real Estate Project as defined below) in the manner stated in the Development Agreement.
- U. The Promoters are undertaking the development / re-development of the said Land in a phase-wise manner.
- V. There are 11 slum dwellers / occupants on the DP Road Land who are in the process of being vacated / evacuated.
- W. Details of mortgage or lien or charge on the Free Sale Land are as follows:
- (i) Kanakia has agreed to take construction finance from HDFC Limited (“**HDFC**”) for a sum Rs. 500,000,0000/- (Rupees Five Hundred Crores Only) in accordance with the terms and conditions as stated in the Construction Finance Loan Facility Agreement dated 18th March, 2015 read with Supplemental Facility Agreement dated 15th April, 2015. In this regard and to secure the same, by and under Indenture of Mortgage dated 21st April, 2015 bearing Reference No. BDR-4/3065 of 2015 executed by Kanakia and Chandler Investment & Trading Company Private Limited (therein collectively referred to as “Mortgagor”), Vrusti (therein referred to as “the Confirming Party”) and Kanakia (therein referred to as “the Borrower”) in favour of Housing Development Finance Corporation Limited (therein referred to as “Mortgagee”), inter alia Kanakia mortgaged all its right, title, interest and entitlement representing 62.5% of the Free Sale Land computed on 35,794 square metres FSI and fungible FSI and approximately 437 (four hundred and thirty seven) car parks in the project known as “Kanakia Paris” including unsold units and future receivables arising from sold units along with receivables of sold / unsold units, book debts, receipts, income, benefits, considerations and compensations received or to be received in future in respect of project “Kanakia Paris” but particularly excluding units sold (as set out in this deed), to secure an amount of Rs.500,000,0000/- (Rupees Five Hundred Crores Only) granted by the Mortgagee therein and in the manner and on the terms and conditions mentioned therein (“**said First HDFC Mortgage**”).
 - (ii) By and under a Debenture Trust Deed dated 7th July, 2015 executed between Ace Housing, Dhruv Enterprises and Rajat in favour of GDA Trusteeship Limited registered with the office of the sub-registrar of assurances under Serial No. BDR-15/5792 of 2015, Ace Housing, Dhruv Enterprises and Rajat have created a mortgage over their right,

title and interest on the Free Sale Land (as more particularly defined in the Debenture Trust Deed) in favour of GDA Trusteeship Limited (acting as the trustee for holders of the Debentures) to secure the debentures aggregating to Rs. 75,00,00,000/- (Rupees Seventy Five Crores only) issued in terms of the Debenture Trust Deed in the manner and on the terms and conditions more particularly stated therein.

- (iii) By and under an Indenture of Reconveyance dated 18th November 2016 executed between Catalyst Trusteeship Limited (formerly known as GDA Trusteeship Limited) and Ace Housing, Dhruv Enterprises, Rajat Patel, Catalyst Trusteeship Limited has pursuant to the receipt of a sum of Rs. 46,37,20,000/- (Rupees Forty Six Crore Thirty Seven Lakh Twenty Thousand only) released the mortgage and charge created in its favour under the Debenture Trust Deed dated 7th July, 2015, on certain identified units ("said Units"), 60 (sixty) car parking spaces ("said Car Parks") and all receivables pertaining thereto (the said units, the said car parks and all receivables pertaining thereto).
- (iv) Kanakia Bhumi Construction Private Limited has vide an offer letter dated 3rd September 2015 availed of a facility of Rs. 440,00,00,000 (Rupees Four Hundred Forty Crore) from HDFC for the purpose as setout therein ("**Kanakia Bhumi Loan**"). By and under an Indenture of Mortgage dated 4th November, 2015 executed by and between inter-alia Kanakia and HDFC and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-4/8397 of 2015, inter-alia Kanakia has mortgage its right, title and interest in the units forming part of the said Building on the Free Sale Land and the receivables in the manner and on the terms and conditions mentioned therein to secure the loan taken by Kanakia Bhumi Construction Private Limited from HDFC as setout therein ("**said Second HDFC Mortgage**").
- (v) By and under a Letter dated 25th April, 2016 addressed by Shree Gajraj, Ace Housing, Rajat Patel and Dhruv Enterprises to Kanakia and Vrusti, the said Development Agreement has been modified to increase the limit of construction loan and project loan to an aggregate Rs. 700,00,00,000 (Rupees Seven Hundred Crores only), in the manner and on the terms and conditions as setout therein. The mortgage of Kanakia under the Second HDFC Mortgage in respect of its entitlement under the said Development Agreement is restricted to Rs. 200,00,00,000 (Rupees Two Hundred Crores only).
- (vi) By and under a Letter dated 6th May, 2016 addressed by HDFC to Metropolitan and Kanakia, HDFC inter-alia undertook the following:
 - (a) agreed to release its mortgage created under the said First HDFC Mortgage over the said Units (defined therein viz., 21 residential units as setout in the Second Schedule to this Letter dated 6th May, 2016) along with 23 car parking spaces and the receivables pertaining to the same subject to Metropolitan paying the amounts more particularly stated in the Third Schedule therein,

- (b) released its mortgage created under the said Second HDFC Mortgage over (A) under the said Units, along with 23 car parking spaces and the receivables pertaining to the same (B) over the development rights of Kanakia in respect of the Free Sale Land (as more particularly defined therein); and
 - (c) also confirmed that the mortgage and charge under the Second Indenture of Mortgage over the balance units forming part of the said Building coming to the share of Kanakia in the Real Estate Project (i.e. the units remaining after excluding the said Units) and approximately 414 car parking spaces, receivables arising therefrom escrow account and designated account as setout therein will be restricted to a sum of Rs. 200,00,00,000/- (Rupees Two Hundred Crores only).
- (vii) By and under a Deed of Hypothecation dated 25th January 2017 executed by Metropolitan Lifespace Real Estate Developers Private Limited in favour of Aditya Birla Finance Limited, Metropolitan Lifespace Real Estate Developers Private Limited has *inter alia* created a first and exclusive charge and mortgage over the units forming part of the Free Sale Land coming to the share of Metropolitan Lifespace Real Estate Developers Private Limited in the Project as more particularly described in the Schedule thereunder written and on the terms and conditions as more particularly stated therein.
- (viii) By and under a Mortgage Deed dated 25th January 2017 executed between Metropolitan Lifespace Real Estate Developers Private Limited and Aditya Birla Finance Limited and registered with the office of the Sub-Registrar of Assurances under Serial No. BRL – 6 – 892 of 2017, Metropolitan Lifespace Real Estate Developers Private Limited has availed a facility of Rs. 110,00,00,000/- (Rupees One Hundred and Ten Crore only) from Aditya Birla Finance Limited for which Metropolitan Lifespace Real Estate Developers Private Limited has *inter alia* created a mortgage over the units forming part of the Free Sale Land coming to the share of Metropolitan Lifespace Real Estate Developers Private Limited in the Real Estate Project as more particularly described in the Schedule thereunder written and on the terms and conditions as more particularly stated therein.
- (ix) The First Promoter has availed a facility of Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) from HDFC vide an Offer Letter dated 31st January, 2017. By and under a Unilateral Indenture of Mortgage dated 15th March, 2017 executed by the First Promoter (therein referred to as 'the Mortgagor 1' or 'the Borrower'), Chandler Investment & Trading Company Private Limited (therein referred to as 'Mortgagor 2') and Vrusti Builders Private Limited (therein referred to as 'the Confirming Party') in favour of HDFC and registered with the office of the Sub-Registrar of Assurances at Sr. No. BDR-4/ 1821 of 2017, inter-alia Kanakia has mortgage inter-alia all its right, title and interest representing 62.5% of the Free Sale Component (as defined therein) including the unsold units forming part of the said Building on the Free Sale Land and the receivables in the manner and on the terms and conditions mentioned therein to secure the aforesaid loan of Rs. 25,00,00,000/- (Rupees Twenty Five Crores only) taken from HDFC as setout in this Recital.

- X. The First Promoter is entitled to construct free sale buildings on the Free Sale Land in accordance with the Recitals hereinabove, in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same.
- Y. The First Promoter is undertaking the development of the Free Sale Land by constructing one building thereon which comprise of 7 (Seven) wings being Wing 'A', Wing 'B', Wing 'C', Wing 'D', Wing 'E', Wing 'F' & Wing 'G' ("**the said Building**").
- Z. The development / redevelopment of the said Building on the Free Sale Land (comprising 7(Seven) wings being Wing 'A', Wing 'B', Wing 'C', Wing 'D', Wing 'E', Wing 'F' & Wing 'G') known as '**Kanakia Paris**' is proposed as a "**Real Estate Project**" by the Promoters and has been registered as a 'real estate project' (as defined above as the said Project) with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project ("**RERA Certificate**"). A copy of the RERA Certificate is annexed hereto and marked as **Annexure "2"** hereto. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all the documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- AA. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
- (i) The said Building at present comprises of 7(Seven) wings being Wing 'A', Wing 'B', Wing 'C', Wing 'D', Wing 'E', Wing 'F' & Wing 'G'.
 - (ii) The said Building *inter alia* comprises of three Basement, Ground Level consisting of partly stilt parking and retail departmental stores/shops/offices/showrooms, one Podium Level consisting of residential apartments & Club House, Entrance Lobby, and 20 (twenty) sanctioned upper residential levels.
 - (iii) The said Building shall comprise of units/premises consisting of residential apartments, flat/s, duplexes, penthouses, shops.

- (iv) Total FSI of 47747.284 square meters has been sanctioned for consumption in the construction and development of the said Project. The Developer proposes to eventually consume a further FSI of 522.164 square meters aggregating to total FSI of 48269.448 Square Meters in the construction and development of the said Real Estate Project;
- (v) The Developer is desirous of constructing 4 (four) additional flats in Wing 'A' and / or Wing 'B' of the said Buildings ("**Proposed Plan**") as per the plan which is annexed to this Agreement as **Annexure "3"**, which inter-alia specifies the location of the aforesaid additional flats to be built in said Building, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Free Sale Land ("**Proposed Potential**"), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The copy of the Proposed Plan is annexed hereto and marked as **Annexure "3"** hereto.
- (vi) The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").
- (vii) The Promoters shall be entitled to put hoarding/boards/logo of their Brand Nameviz. "**PROJECT BY KANAKIA**" / "**KANAKIA PARIS**", in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoters shall also be entitled to place, select, decide hoarding/board sites.
- (viii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clauses 10 and 11 herein.
- (ix) A copy of the Intimation of Disapproval No. SRA/ENG/1903/HE/STGL/AP dated 16th December, 2014 further amended on 19th November, 2015 and Commencement Certificate No. SRA/ENG/1903/HE/STGL/AP dated 12th August, 2011 revalidated and re-endorsed lastly on 13th April, 2017 issued by the Slum Rehabilitation Authority, are annexed hereto and marked as **Annexure "4"** and **Annexure "5"** respectively.
- (x) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Free Sale Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xi) The Promoter is entitled to amend, modify and/or substitute the Proposed Plan, in full or in part, as may be required by the applicable law from time to time.

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at

<https://maharera.mahaonline.gov.in>.

- BB. The Promoters are entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Free Sale Land (defined below), in full or in part, as may be required by the applicable laws from time to time.
- CC. The Allottee/s is/are desirous of purchasing a residential premises / flat / office / shop bearing No. ____ on the ____ (_____) floor in Wing '____' of the Real Estate Project (hereinafter referred to as the "**said Premises**") has / have approached the First Promoter and requested to allot to him/her/them the said Premises in the said Building more particularly described in the **Third Schedule** hereunder written.
- DD. The Promoter have entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- EE. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- FF. The Promoters and the Co-Promoters (as per the terms of the Development Agreement and the Project Agreement) have the exclusive right to sell / lease /allot, deal with and dispose off their respective units / premises to be constructed on the Free Sale Land to various purchaser/s.
- GG. The First Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the First Promoter, and, to enter into this Agreement with the Allottee/s of the Premises to receive the sale consideration in respect thereof.
- HH. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Free Sale Land, and the plans, designs and specifications prepared by the Promoter's Architects (specified in Third Schedule hereunder), and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-
- (i) Letters of Intent issued by the SRA as setout in the Recital O and other approvals setout herein;
 - (ii) Letter dated 24th March, 2017 issued by SRA, whereby SRA has sanctioned layout plan of inter-alia the Free Sale Land.
 - (iii) Letter dated 24th March, 2017 issued by SRA, whereby SRA has sanctioned the amended building plans of the free sale buildings to be constructed on the Free Sale Land.
 - (iv) Letter dated 20th January, 2017 issued by Maharashtra Pollution Control Board ("**MPCB**"), whereby MCGB granted Consent to Establish in the manner and on the terms and conditions as setout therein.

- (v) Letter dated 17th January, 2015 issued by Mumbai Fire Brigade, MCGM, whereby Mumbai Fire Brigade, MCGM has accorded its NOC for the free sale buildings, in the manner and on the terms and conditions as setout therein.
 - (vi) Letter dated 7th September, 2011 issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance for 68.82 meters revalidated on 23rd July, 2016.
 - (vii) Letter dated 27th November, 2009 issued by Government of Maharashtra, Environment Department, revalidated on 4th March, 2015 whereby Government of Maharashtra, Environment Department has accorded the necessary environment clearances for the project under the Environment Notification 2006 in the manner and on the terms and conditions as stated therein.
 - (viii) All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.
 - (ix) All the documents of title relating to the said Land including the said the Development Agreement, the Project Agreement and all other documents mentioned in the recitals hereinabove.
 - (x) The authenticated copies Property Register Cards with respect to the Land, which are annexed and marked as **Annexure “6”** hereto;
 - (xi) The authenticated copy of the sanctioned plan of the Premises, is annexed and marked as **Annexure “7”** hereto.
 - (xii) Copy of the Title Certificate of the Advocates and Solicitor certifying the right/entitlement of the Promoters are annexed hereto and marked as **Annexure “8”** hereto (“**the said Title Certificate**”).
- II. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- JJ. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, (ii) all the requisite permissions required for applying for and obtaining a further commencement certificate with respect to the 3 (three) Flats in Wing “G” of the said Building shall be applied for and obtained by the Promoters, and (iii) approvals and sanctions from other relevant statutory authorities the details whereof are annexed hereto and marked as **Annexure “9”** hereto are applied for and/or in process of being obtained and/or obtained by the Promoter.
- KK. The Promoters have accordingly commenced construction of the Real

Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

- LL. The carpet area of the said Premises as defined under the provisions of RERA, is [●] square meters equivalent to [●] square feet.
- MM. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- NN. The Allottee/s has, prior to the date hereof, examined all the deeds, documents approvals including those setout above and has caused the same to be examined in detail by his/her/its Advocates and Planning and Architectural consultants and has also understood the documents and information in all respects. The Allottee/s has agreed and consented to the development of the Real Estate Project.
- OO. The First Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the First Promoter, the said Premises and the said Car Parking Space (as defined herein), at or for the price of Rs. [●]/- («Agreement_Value_Words») and upon the terms and conditions mentioned in this Agreement (“**Sale Consideration**”). Prior to the execution of these presents, the Allottee/s has / have paid to the First Promoter a sum of Rs. [●]/- («Agreement_Value_Words»), being part payment of the Sale Consideration of the Premises and the said Car Parking Space (as defined herein) agreed to be sold by the First Promoter to the Allottee/s as advance payment (the payment and receipt whereof the First Promoter hereby admit and acknowledge).
- PP. Under Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- QQ. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell and the Allottee/s hereby agree to purchase and acquire, the.
- RR. The list of Annexures attached to this Agreement are as follows:

Annexure “1”	:	Plan of the said Land.
Annexure “2”		Copy of RERA Certificate
Annexure “3”		Proposed Plan
Annexure “4”	:	Copy of the Intimation of Approval.
Annexure “5”	:	Copy of the Commencement Certificate.
Annexure “6”		Property Register Cards of the said Land.
Annexure “7”	:	Authenticated copy of the sanctioned plan of the

		said Premises.
Annexure “8”	:	Copy of the said Title Certificate.
Annexure “9”	:	List of approvals which are applied for and which are yet to be issued / sanctioned / granted.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The First Promoter shall construct the Real Estate Project being the said Building (comprising of 7 (Seven) wings being Wing ‘A’, Wing ‘B’, Wing ‘C’, Wing ‘D’, Wing ‘E’, Wing ‘F’ & Wing ‘G’) known as ‘**Kanakia Paris**’, consisting of ground plus 20 upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the SRA from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written.

PROVIDED THAT the First Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

3. Purchase of the Premises and Sale Consideration:

- (a) The Allottee/s hereby agrees to purchase and acquire from the First Promoter, and the First Promoter hereby agrees to sell to the Allottee/s, the Premises No. [●]admeasuring [●] square meters equivalent to [●] square feet carpet area as per RERA with exclusive balcony area admeasuring _____sq. mtrs on the [●] floor in the Wing ‘_____’ of the said Building i.e. the Premises, as more particularly described in the **Third Schedule** and as shown hatched with red colour on the floor plan annexed and marked **Annexure “7”** hereto, at and for the consideration of Rs. [●]/- (Rupees [●])(“**the Sale Consideration**”). The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the **Fifth Schedule** hereto.
- (b) As an amenity provided alongwith the said Premises, the Promoter has earmarked for the exclusive use of the Allottee _____ car parking space in any arrangement in the said Building known as “**KANAKIA PARIS**” (hereinafter referred to as “**said Car Parking/s**”). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the said Society/ Organisation (as defined hereinafter) and shall pay such outgoings in respect of the

said Car Parking/s as may be levied by the said Society/Organisation.

- (c) The Allottee/s hereby agrees to pay to that First Promoter the Sale Consideration as per normal terms of payment as under:

(i)

Sr. No.	Event	Payment in %
1	On booking / application / earnest Money	10%
2	After the execution of Agreement and simultaneous with registration	20%
3	On completion of the plinth	15%
4	On completion of the slabs including podiums and stilts of the Building;	25%
5	On completion of the walls, internal plaster, floorings doors and windows of the said Premises	5%
6	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Premises	5%
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building;	5%
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the Building.	10%
9	On/After receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.	5%

- (a) However, the Allottee hereby agrees to pay to the Promoter on

or before _____ amount of Rs. _____/- (Rupees _____Only) towards part of sale consideration and balance amount being Rs. _____/- (Rupees _____only) on receipt of the Occupation Certificate.

- (b) In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration.
- (d) The First Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the said Building as detailed in the Clause 3(c) above (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). The payment shall be made by the Allottee/s within 7 (seven) days of the First Promoter making a demand for the payment of the Instalment, time being the essence of the contract.
- (e) The payment by the Allottee/s in accordance with the Clause 3(c) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The First Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(c) hereunder written. All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (f) The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the First Promoter shall not be liable to bear or pay the same or any part thereof.
- (g) The Sale Consideration is escalation-free, save and except

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

- (h) The First Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupation Certificate is granted by the SRA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the First Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the First Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the First Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the First Promoter / Allottee/s, as the case may be, under this Clause 3(h), shall be made at the same rate per square meter as agreed in Clause 3(a)3(i) above.
- (i) The Allottee/s authorizes the First Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the First Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the First Promoter to adjust his payments in any manner.
- (j) The Allottee/s authorizes the First Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the First Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the First Promoter to adjust his payments in any manner.
- (k) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottees of the Real Estate Project are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the First Promoter are listed in the **Fifth Schedule** hereunder written.
- (l) The First Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the First Promoter the said Premises on the basis of the carpet area only and the Sale

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

- (m) The First Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the SRA at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the SRA, the Occupation Certificate or Completion Certificate in respect of the said Premises.
- (n) Time is of the essence for the First Promoter as well as the Allottee/s. The First Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the **Third Schedule** hereunder written.

Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

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

deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.

- (q) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the First Promoter, then without prejudice to any other rights or remedies available with the First Promoter under this Agreement, the First Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the First Promoter.
- (r) Notwithstanding anything contained herein, the Allottee/s each payment made by the Allottee/s shall be allocated at the discretion of the First Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the First Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Sale Consideration or any amount that may be owed by the Allottee/s to the First Promoter.

4. **FSI, TDR and development potentiality with respect to the said Building on the Land including Proposed Plan:**

- (a) The Allottee/s hereby agrees, accepts and confirms that the First Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital AA above and as depicted in the layout plans, proformas and specifications at **Annexures “3”** hereto and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the First Promoter in this regard.

5. **Possession Date, Delays and Termination:**

- (a) The First Promoter shall give possession of the Premises to the Allottee/s on or before 30th day of September, 2018 (“**Possession Date**”). Provided however, that the First Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
 - (i) Any force majeure events;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (iii) Any stay order / injunction order issued by any Court of Law, competent authority, the SRA, statutory authority;
 - (iv) Any other circumstances that may be deemed reasonable by the Authority.

- (b) If the First Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 5(a), then the Allottee/s shall be entitled to either of the following:
- (i) call upon the First Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the First Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the First Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the First Promoter to the Allottee/s; **OR**
 - (ii) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the First Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the First Promoter ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the First Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the First Promoter, the First Promoter shall refund to the Allottee/s the amounts already received by the First Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the First Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the First Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the First Promoter and/or the said Premises and/or car park and the First Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.
- (c) In case if the Allottee/s elects his remedy under Clause 5(b) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 5(b) above.
- (d) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the First Promoter interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (e) Without prejudice to the right of the First Promoter to charge interest at the Interest Rate mentioned at Clause 5(d) above, and any other

rights and remedies available to the First Promoter, any of the following events shall constitute an event of default of the Allottee/s (**"Events of Default"**):

- (i) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the First Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);
 - (ii) the Allottee/s committing three defaults of payment of instalments of the Sale Consideration,
- (f) Upon occurrence of an Event of Default, the First Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the First Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (**"Default Notice"**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- (g) If the Allottee/s fails to rectify the breach or breaches mentioned by the First Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the First Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (**"First Promoter Termination Notice"**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the First Promoter Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.
- (h) On the termination and cancellation of this Agreement in the manner as stated in Clause 5(f) above:
 - (i) The First Promoter will be entitled to forfeit the following amounts (**"Forfeiture Amount"**) as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the First Promoter, and that the same shall be in the nature of liquidated damages and not penalty:
 - a. an amount equivalent to 5% (five per cent) of the Sale Consideration together with applicable taxes thereon;
 - or
 - b. in case of any brokerage being paid with respect to the booking or allotment of the said Premises and the said Car Parking Space, an amount equivalent to 6% (six per cent) of the Sale Consideration together with applicable taxes thereon.

- (ii) The First Promoter will refund the balance, if any, without interest only after deducting and / or adjusting from the balance amounts, Service Tax, VAT and / or any other amount due and payable by the Allottee/s and / or paid by the First Promoter in respect of the Sale Consideration.
- (iii) In case if the First Promoter receive a credit/refund of the service tax amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the First Promoter to the Allottee/s without any interest thereon.
- (iv) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the First Promoter or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof and the First Promoter shall be entitled to deal with and dispose of same to any other person/s as the First Promoter deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

6. **Procedure for taking possession:**

- (a) Upon obtainment of the Occupancy Certificate from the SRA and upon payment by the Allottee/s of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the First Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the First Promoter or the Society, as the case may be. The First Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- (b) The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.
- (c) Upon receiving the Possession Notice from the First Promoter as per Clause 6(a) above, the Allottee/s shall take possession of the said Premises from the First Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the First Promoter, and the First Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 6(b) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the First Promoter.
- (d) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including *inter-alia*,

local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the First Promoter such proportionate share of outgoings as may be determined by the First Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the First Promoter at its sole discretion, the Allottee shall pay to the First Promoter provisional monthly contribution of Rs. [●]/- (Rupees [●]) per month towards the outgoings. The amounts so paid by the Allottee/s to the First Promoter shall not carry any interest and shall remain with the First Promoter until the Society Transfer is duly executed and registered. On execution of the Society Transfer, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the First Promoter to the Society.

7. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the First Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the First Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the First Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the First Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.
8. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence only. The Allottee/s shall use the car parking space only for purpose of parking vehicle.
9. **Facility Manager**
 - (a) The First Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Free Sale Land / the said Building, such decision shall be final and binding until the lease deed in respect of the Free Sale Land is executed in favour of the Society. Thereafter, subject to the provisions of the Clause 9(c) below, the Society shall be entitled to undertake the maintenance of the Free Sale Land / the said Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The First Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and /or the Free Sale Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
 - (b) The First Promoter shall have the right to designate any space on the Free Sale Land and/or the said Building or any part thereof to third

party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The First Promoter shall also be entitled to designate any space on the Free Sale Land and/or in the terrace of the said Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building and / or in any other buildings.

- (c) Notwithstanding any other provision of this Agreement, the First Promoter has right to and shall be entitled to nominate any person ("**Facility Manager**") to manage the operation and maintenance of the said Building, common amenities and facilities on the Free Sale Land after the completion of the development of the Free Sale Land. The First Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee/s / occupiers of the premises in the manner as may be determined by the Facility Manager and / or the First Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the First Promoter or towards the maintenance charges determined by such agency and / or the First Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone;
- (d) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the First Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Free Sale Land and / or the said Building constructed thereon.

10. **Formation of the Society:**

- (a) Upon 51% of the total number of units/premises in the said Building being booked by allottees, the First Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (b) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as

members (“**the Society**”).

- (c) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the First Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the First Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (d) The name of the Society shall be solely decided by the First Promoter.
- (e) The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.
- (f) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
- (g) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (h) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the said Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable toward the same.

11. Transfer to the Society:

- (a) On or before 30th September, 2019 the said Building along with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be transferred to the Society vide a registered indenture of transfer/conveyance, in accordance with the applicable law. The Promoters shall also take all steps / cause transfer, either by way of assignment / lease or otherwise, as may be permissible under applicable laws, of all their right, title and interest in the Free Sale Land in favour of the Society (“**Society Transfer**”). The Society shall be required to join in execution and registration of the Society Transfer.
- (b) The costs, expenses, charges, levies and taxes on the Society

Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoters shall not be responsible for the same.

12. The Allottee/s shall, before delivery of possession of the said Premises in accordance with Clause 6 above, deposit the following amounts with the First Promoter:
- (a) Rs. [●]/- (Rupees [●] only) for share money, application entrance fee of the Society;
 - (b) Rs. [●]/- (Rupees [●] only) for formation and registration of the Society;
 - (c) Rs. [●]/- (Rupees [●] only) for proportionate share of taxes and other charges/levies in respect of the Society;
 - (d) Rs. [●]/- (Rupees [●] only) for deposit towards provisional monthly contribution towards outgoings of Society;
 - (e) Rs. [●]/- (Rupees [●] only) for deposit towards water, electricity, and other utility and services connection charges; and
 - (f) Rs. [●]/- (Rupees [●] only) for deposits of electrical receiving and sub-station provided/to be provided in layout of the Free Sale Land.

The above amounts are not refundable and no accounts or statement will be required to be given by the First Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the First Promoter save and except for amount received under Clause 12 (iv) above. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

13. The Allottee/s shall pay to the First Promoter a sum of Rs. [●]/- (Rupees [●] only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the First Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society, and, the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings.
14. The Promoters have informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage

lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoters have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project and /or the Free Sale Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the First Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land.

15. Representations and Warranties of the Promoters:

- (a) The Promoters hereby severally represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, the Proposed Plan and subject to the RERA Certificate:
 - (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Land (as setout above) and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project (as setout above);
 - (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
 - (iii) There are no encumbrances upon the Real Estate Project save and except those disclosed to the Allottee/s;
 - (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Allottee/s;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Free Sale Land and / or the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Transfer, the First Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Fourth Schedule** hereunder written to the Society;
- (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Transfer and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoters in respect of the Land and/or the Project except those disclosed to the Allottee/s.

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

- (a) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoters.
- (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the

staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Land and/or the Real Estate Project in which the said Premises is situated.
- (g) Pay to the First Promoter within 15 (fifteen) days of demand by the First Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (h) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.

- (i) Not to change the user of the said Premises without the prior written permission of the Promoters and Society;
- (j) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoters.
- (k) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (l) The Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (m) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the First Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the flats and premises of the said Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the **Fifth Schedule** hereto. The Allottee/s hereby agrees, declares and confirms that the said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it. The

First Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the said Building.

- (n) The Allottee/s agrees and covenants that the Allottee/s and / or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules as described hereinbelow. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises (high side) and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm that no structural changes and / or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (o) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the First Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the First Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.
- (p) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.
- (q) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoters and/or of the Society.
- (r) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner

cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Land.

- (s) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the First Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the First Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation / repair.
- (t) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the First Promoter and/or the said Society and of the SRA, the MCGM and other concerned authorities.
- (u) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / the said Building in any manner whatsoever.
- (v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Land and the said Building.
- (w) Not to do or permit to be done any act or thing which may render void or violable any insurance of the Free Sale Land and / or the said Building in which the said Premises is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (x) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Building on the said Land and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (y) Not to violate and to abide by all rules and regulations framed by the First Promoter / its designated Facility Manager and / or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the “**Fit-out Rules**”).
- (z) The Allottee/s shall never in any manner enclose any flower beds /

planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The First Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

- (aa) Shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (bb) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- (cc) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the First Promoter in accordance with such manner, position and standard design laid down by the First Promoter.
- (dd) Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted / allotted by the First Promoter.
- (ee) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (ff) The Allottee/s shall permit the First Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the

said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The First Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.

- (gg) The Allottee/s is aware and acknowledges that the Promoters are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Building and the Allottee/s undertakes that it shall not be entitled to raise any objection with respect to the same.
 - (hh) The Allottee/s has been appraised of the terms and conditions of the Development Agreement (as defined in Recital P) and the Project Agreement (as defined in Recital Q) and the same shall be fully binding on the Allottee/s. Further, nothing as contained herein shall dilute / change /modify the extent of the rights, obligations and entitlements of the First Promoter, the Second Promoter, the Third Promoter, the Fourth Promoter, the Fifth Promoter and the Co-Promoter as setout in the Development Agreement (as defined in Recital P) and the Project Agreement (as defined in Recital Q).
 - (ii) The First Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Free Sale Land.
 - (jj) The First Promoter shall be entitled to construct site offices/sales lounge in the Free Sale Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Free Sale Land or any portion thereof is leased to the Society until the entire development on the Free Sale Land / the said Land is fully completed.
17. It is agreed that as and when the First Promoter enters into agreements / arrangements with any person, or otherwise the First Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the First Promoter or any person as may be nominated by the First Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the First Promoter or its nominee, to the First Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “**Utilities**” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the First Promoter is obligated / liable to provide all or any of the Utilities whether or not the First Promoter has entered into agreements / arrangements with any person, or otherwise the First Promoter is in a position to provide all Utilities

or any of them.

18. The First Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and / or the Free Sale Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the First Promoter and / or such professional agency.
19. The Allottee/s hereby nominates the persons as set out in the **Third Schedule ("the said Nominee")** as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Premises shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.
20. It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the First Promoter. The First Promoter will grant their no objection, whereby the First Promoter will express it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the First Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the First Promoter's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to First Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the First Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The First Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the First Promoter as per the schedule of payment of the Sale Consideration as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.
21. The Allottee/s hereby represents and warrants to the Promoters that:
 - (a) he / she / they / it is / are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;

- (b) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
 - (c) no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties;
 - (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - (e) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / them;
 - (f) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
 - (g) he / she / they has / have not compounded payment with his / her / their / its creditors;
 - (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months;
 - (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
 - (j) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the First Promoter provide such security as may be required by the First Promoter towards the payment of the Sale Consideration and the Installments.
22. It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of

India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

23. The First Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the First Promoter as hereinbefore mentioned until the Society Transfer is executed.
25. **Mortgages and charges:**
 - (a) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoters) and notwithstanding the First Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / lien of or on the said Premises, the First Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the First Promoter under this Agreement or otherwise.
 - (b) The Allottee/s agrees, acknowledges and undertakes that the Promoters, are entitled to and have obtained / are in the process of obtaining loans from various banks and / or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the Real Estate Project or any part thereof, as may be solely decided by the Promoters, and the Allottee/s takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Allottee/s agrees and undertakes to the same and further agrees that the Allottee/s shall not create any encumbrances over the said Premises till such time an NOC in writing is received from such banks and financial institutions.
 - (c) After the First Promoter executes this Agreement, the First Promoter shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and

interest of the Allottee/s who has taken or agreed to take such said Premises.

26. Binding Effect:

- (a) Forwarding this Agreement to the Allottee/s by the First Promoter does not create a binding obligation on the part of the First Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the First Promoter. If the Allottee(s) fails to execute and deliver to the First Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the First Promoter, then the First Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

27. Entire Agreement:

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

28. Right to Amend:

- (a) This Agreement may only be amended through written consent of the Parties.

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

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

30. Severability:

- (a) If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as

reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. Method of calculation of proportionate share:

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

32. Further Assurances:

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

33. Place of Execution:

- (a) The execution of this Agreement shall be complete only upon its execution by the Promoters through their respective authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

34. Notices

- (a) All notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the **Third Schedule**. It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s; as the case may be.

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

36. **Joint Allottees:**

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

37. **Stamp Duty and Registration:**

- (a) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (b) The Allottee/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

38. **Dispute Resolution:**

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

39. **Governing Law:**

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

40. **Permanent Account Number**

- (a) The Permanent Account Number of the Parties are as set out in the **Third Schedule** hereunder written.

41. **Interpretation:**

- (a) In this Agreement where the context admits:
 - (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation

applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- (ii) any reference to the singular shall include the plural and vice-versa;
- (iii) any references to the masculine, the feminine and the neuter shall include each other;
- (iv) any references to a “company” shall include a body corporate;
- (v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
- (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (xi) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting

the generality of any preceding words;

- (xii) references to a person (or to a word importing a person) shall be construed so as to include:
 - a. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
 - b. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - c. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (xiii) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of the said Land)**

All that piece and parcel of land admeasuring 17,593square meters or thereabouts which as per Property Register Card bears CTS Nos. 629/1284/A (admeasuring 4,722.80 square meters towards road reservation), 629/1284/B (admeasuring 7,358.60 square meters towards free sale land) and 629/1284/C (admeasuring 5,512.30 square meters towards rehab land) (earlier forming part of larger land bearing CTS No. 629) at in the revenue Village Bandra (East), Taluka Andheri in the Registration Sub-District of Andheri, District Mumbai Suburban situate, lying and being at Ambedkar Nagar, Maharashtra Nagar, Government Colony, Kherwadi, Bandra (East), Mumbai – 400 051 and bounded as follows:-

On the East by	:	By Government Colony on land bearing CTS No. 629 (Part)
On the West by	:	By land bearing CTS No. 629 (Part);
On the North by	:	By 25 meters Existing Road; and
On the South by	:	By 13.25 meters wide Existing Road;

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Free Sale Land)**

All that piece and parcel of land admeasuring bearing CTS No. 629/1284/B admeasuring 7,358.60 square meters (as per Property Register Card) towards free sale land earlier forming part of larger land bearing CTS No. 629 at in the revenue Village Bandra (East), TalukaAndheri in the Registration Sub-District of Andheri,

District Mumbai Suburban situate, lying and being at Ambedkar Nagar, Maharashtra Nagar, Government Colony, Bandra, Kherwadi, Bandra (East), Mumbai – 400 051 and bounded as follows:-

On the East by : Land bearing CTS No. 629 (part)
On the West by : Land bearing CTS No. 629/1284/A
On the North by : Land bearing CTS No. 629 (part)
On the South by : Land bearing CTS No. 629/1284/C

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Meaning of the Terms and Expressions)**

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. «Flat_No» admeasuring about _____ square metres equivalent to approximately _____ square feet carpet area as per RERA Act with exclusive balcony area admeasuring _____ sq. mtrs on the « Floor » floor of the said Building.
2.	The Sale Consideration	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
3.	Name of the Account for payment of Sale Consideration	Kanakia Spaces Realty Private Escrow Account Account No. 1799035000000053
4.	Possession Date	30 th September, 2018
5.	The said Nominee	Name : __« Name_1 »_____ Relationship with Allottee/s : « Name_1 »_____ Address of Nominee : __« Name_1 »_____
6.	Name, address and email of the Allottee/s for the purposes of this Agreement	[●]
7.	Name, address and email of the First Promoter for the purposes of this Agreement	KANAKIA SPACES REALTY PRIVATE LIMITED 215- Atrium, 10 th Floor, Next to Courtyard Marriott, Opposite Divine Child High School, Andheri Kurla Road, Andheri (East), Mumbai – 400093. Email ID: customercare.paris@kanakia.com
8.	Permanent Account Number	First Promoter's PAN : AACCC4199F Allottee/s PAN : [●]
9.	Architects for the development of the Free Sale Land	P.G. PATKI ARCHITECTS Calcot House 8, Tamarind Lane, Fort, Mumbai-400001
10.	RCC Consultants	Gokhani Consultants Private Limited

		101, Kent Heights, Vardhaman Nagar, Nasingh Lane, Malad (W), Mumbai-400064
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THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the Common Areas, Facilities and Amenities in the Real Estate Project)

Sr. No.	Name of Amenity	Location
1	Landscaped garden	Garden Area
2	Water body	
3	Kids play area	
4	Swimming pool with Kids Pool	
5	Steam and Sauna & Gym	Part of Fitness Centre
6	Table Tennis Table	Part of Multipurpose Hall
7	Billiards Table	
8	Barbecue area (on terrace open to sky)	Others
9	Walking Area (on terrace)	
10	Skateboarding Area	
11	Business Centre	
12	Convenience store [*Paid Service]	
13	Café [*Paid Service]	
14	Telescope at roof top	
15	Children Crèche	
16	Foldable Cabanas (on terrace)	
17	Squash Court (Not standard size)	
18	Yoga Area (on terrace open to sky)	

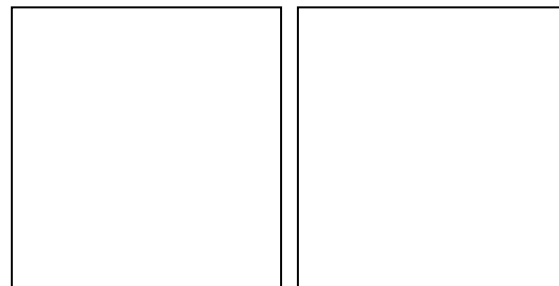
* Please note that expenses incurred by an allottee at the Convenience store and café shall be separately chargeable at actuals.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the Amenities in the said Premises)

Sr. No.	Item	Location	Specification
1	Flooring	Living Room / Dining	Imported Marble
		Master Bedroom	Laminated Wood

		Other Bed Room	Laminated Wood
		Master Toilet	Imported Marble Flooring
		Other Toilets	Vitrified Flooring
2	Wood Work	Main Door	Wooden Door frame with Veneer Finish shutter
		Other Door	Composite Marble Door Frame with Laminated Door Shutter
3	Windows	All Windows	UPVC windows
4	CP / Sanitary	All Toilets	Standard CP Sanitary
5	Air Conditioner	All bedroom & Living Room	AC Unit
5	Internal Paint	walls & ceiling	Internal wall & ceiling with acrylic distemper paint
6	Entrance Lobby	Ground Floor	Elegant Entrance lobby
7	Typical lobby	Every Floor	Imported Marble Flooring
8	Switches	Internal / External Switches	Modular switches

SIGNED SEALED AND DELIVERED by the)
 within named **KANAKIA SPACES REALTY**)
PRIVATE LIMITED through the hand of its)
Director /Authorised Signatory)
Mrs. Manisha Vora in the presence of ...)
 1.)
 2.)



Manisha Vora
 Photograph/Left Thumb
 Impression

SIGNED SEALED AND DELIVERED by the)
 Within named “**CONFIRMING PARTIES**” being)
 1) **ACE HOUSING AND CONSTRUCTION)**
LIMITED,)
 2) **RAJAT RAMESH PATEL,**)
 3) **M/S. DHRUV ENTERPRISES)**
 (Through its partners)
 (i)**Mr.Danishmand Merchant,**)
 (ii) **Mrs.Nishita Merchant)**
 (iii)**Mr.RajatRameshPatel)**

4) SHREEGAJRAJ HOUSING NIRMAN)
PRIVATE LIMITED)

through their Constituted Attorney)
KANAKIA SPACE REALTY PRIVATE LIMITED)
through the hands of)

Authorised Signatory

Mrs. ManishaVora

in the presence of ...

1.

2.

--	--

ManishaVora

Photograph/Left Thumb

Impression

SIGNED AND DELIVERED BY THE)

Within named **PURCHASER/S**)

)

)

in the presence of _____)

1.

2.

--	--

Purchaser

Photograph/Left Thumb Impression

Impression

--	--

Purchaser

Photograph/Left Thumb

RECEIPT

RECEIVED of and from the Allottee above named the sum of Rs.
_____/ - (Rupees _____ only) as
part payment towards the Sale Consideration under this Agreement.

WE SAY RECEIVED
For KANAKIA SPACES REALTY PRIVATE LIMITED

(_____)
Authorized Signatory

Witnesses:

- 1.
- 2.

List of Annexures

Annexure “1”	:	Plan of the said Land.
Annexure “2”		Copy of RERA Certificate
Annexure “3”		Proposed Plan
Annexure “4”	:	Copy of the Intimation of Approval.
Annexure “5”	:	Copy of the Commencement Certificate.
Annexure “6”		Property Register Cards of the said Land.
Annexure “7”	:	Authenticated copy of the sanctioned plan of the said Premises.
Annexure “8”	:	Copy of the said Title Certificate.

Annexure “9”	:	List of approvals which are applied for and which are yet to be issued / sanctioned / granted.

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DATED THIS ____ DAY OF _____, 20__

=====

BY AND BETWEEN

Kanakia Spaces Realty Private Limited
... The First Promoter

AND

Ace Housing & Construction Limited
... The Second Promoter

Mr. Rajat Ramesh Patel
... The Third Promoter

M/s. Dhruv Enterprises

... The Fourth Promoter

Shree Gajraj Housing Nirman Private Limited

... The Fifth Promoter

AND

Mr./Mrs/Miss/Master/M/s. _____

... THE ALLOTTEE/S

AGREEMENT FOR SALE

M/S. WADIA GHANDY & CO.

Advocates, Solicitors & Notary
2nd Floor, N.M. Wada Building,
123, M.G. Road, Fort,
Mumbai 400 001

NL-NAR-10078