

AGREEMENT FOR SALE

This Agreement ("this Agreement") made at [●] this [●] day of [●] in the year Two Thousand and Twenty [●].

AMONGST

KEYSTONE REALTORS LIMITED, incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013, having its registered office at 702, Natraj, M. V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400 069 herein after referred to as "**the Promoter**" (which expression shall it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the party of the **First Part**;

AND

Mr./Mrs. [●] (PAN [●]) and Mr./Mrs. [●] (PAN [●]) having their address at [●], hereinafter referred to as "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns; and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; and in case of a Hindu Undivided Family (HUF), the Karta and all the co-parceners/members of the HUF from time to time, their respective heirs, legal representatives and the surviving co-parcener/member of the HUF and the heirs, executors, administrators and permitted assigns of such surviving co-parcener/member; in case of a Public Charitable Trust, all trustee/s from time to time constituting the said Trust, the surviving trustee and the heirs, executors and administrators of the surviving Trustee and his/her assigns and; in case of a Private Trust/Settlement, all trustees constituting the said Trust from time to time, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns and; in case of a body corporate/company/Limited Liability Partnership, its successors and permitted assigns) of the **Second Part**.

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

WHEREAS:

A. By and under a Deed of Conveyance dated 4th July 2024 and registered with the Sub-Registrar of Assurances at Shahapur under Serial No.3244 of 2024 ("**the said Conveyance**"), executed by and between Mr. Boman R. Irani, Mrs. Arnavaz Sorabji Chowdhry and Mr. Percy Sorabji Chowdhry (therein collectively referred to as the Vendors) and the Promoter herein (therein referred to as the Purchaser), Mr. Boman R. Irani, Mrs. Arnavaz Sorabji Chowdhry and Mr. Percy Sorabji Chowdhry sold, transferred and conveyed in favour of the Promoter all those pieces and parcels of land aggregately admeasuring approximately 3,55,053.00 square meters situated at Village Mokhavane, Taluka Shahapur ("**said Land**") with a clear and marketable title and free from all encumbrances, claims and demands of whatsoever nature for the consideration and on the terms and conditions contained in the said Conveyance. The said Land is more particularly described in the **First Schedule** hereunder written and is shown in red coloured boundary line on plan annexed hereto and marked as **Annexure "A"**.

B. Simultaneously with the execution of the said Conveyance, Mr. Boman R. Irani, Mrs. Arnavaz Sorabji Chowdhry and Mr. Percy Sorabji Chowdhry also executed a Power of Attorney dated 4th July 2024 ("**the Power of Attorney**") and registered with the Office of Sub-registrar of Assurances at Shahapur under Serial No. _____ of 2024 in favour of the Promoter in the manner as set out therein.

C. Simultaneously with the execution of the said Conveyance, the erstwhile owners, being Mr. Boman R. Irani, Mrs. Arnavaz Sorabji Chowdhry and Mr. Percy Sorabji Chowdhry, had put the Promoter in quiet, vacant and peaceful possession of the said Land.

D. In view of the foregoing, the Promoter is the absolute owner of and seized and possessed of and otherwise well and sufficiently entitled to the said Land.

E. Prior to the execution of the said Conveyance, the following below approvals were obtained by the erstwhile owners and which are valid and subsisting in respect of the said Land (hereinafter collectively referred to "**the said Approvals**"):

(1) Order bearing No. Revenue/R-1/Final Drawing/Mokhavane/177101 Tal. Shahapur/SR-59/23/2024 dated 22nd March, 2024 issued by the Collector, Thane and the Tahsildar (Revenue) Collector Office,

Thane (“**NA Order**”), the Collector Thane exercising powers under Section 42(c) of the Maharashtra Land Revenue Code, 1966 and Section 18 of the Maharashtra Regional & Town Planning Act, 1966 sanctioned / permitted the layout in respect of the said Lands for residential use under the Town Planning Scheme, subject to the terms and conditions as stated therein. A copy of the NA Order is annexed and marked as **Annexure “B”** hereto.

- (2) In pursuance of the NA Order, demarcation carried out as per the Order dated 22nd September 2023 bearing no. Bigarsheti Mo.Ra.Kra 37/2023 and the approved layout plan, Deputy Superintendent of Land Records, Shahapur vide its letter dated 2nd April 2024 forwarded to the Tehsildar Shahapur, the Kami Jasta Patrak (“**said KJP**”) prepared in respect of the said Land and the said Plots (*defined below*).
- (3) By and under the said KJP, in pursuance of the NA Order, the said Lands were renumbered/ divided into Plot Nos. 1 to 512 of Survey No. 177 Hissa No.1 (“**said Approved Plots**”) collectively admeasuring 3,55,053 Square Meters. The said Approved Plots are more particularly described in the **Second Schedule** hereunder written and shown on the plans annexed hereto and marked as **Annexure “C1” and “C2”**, as sanctioned by the Additional Director of Town Planning, Thane for issuance of the NA Order.
- (4) In pursuance of the aforesaid, vide Mutation Entry No. 2698 dated 20th April 2024, the 7/12 Extracts in respect of the said Land were closed and new 7/12 Extracts were opened in respect of the said Approved Plots. A copy of the Mutation Entry No. 2698 dated 20th April 2024 is annexed hereto and marked as **Annexure “D”**.
- (5) In furtherance of the aforesaid, fresh 8-A Extract (*Khate Utaara*) bearing nos. 548, 549 and 550 in respect of the said Approved Plots were prepared. A copy of the 8-A Extracts bearing nos. 548, 549 and 550 are annexed hereto and marked as **Annexure “E-1”, “E-2” and “E-3”**.
- (6) In terms of the said NA Order certain plots from and out of the said Approved Plots i.e. (1) Plot Nos. 490 to 492 are sanctioned as ‘Amenity Area’, (2) Plot Nos. 493 to 496 are sanctioned as ‘Park’, (3) Plot Nos. 497 to 503 sanctioned as ‘Garden’, (4) Plot Nos. 504 & 505 sanctioned as ‘Playground’, (5) portion of Plot No. 511

admeasuring 72,675.82 Square Meters is sanctioned as 'Internal Road', and (6) Plot No. 512 sanctioned as 'Nala', hereinafter collectively referred to as the "**Identified Plots**" and are more particularly described in the **Third Schedule** hereunder written, are required to be handed over to the Planning Authority in accordance with the applicable law. Accordingly, the name of Planning Authority and Collector, Thane is recorded as holder in the 7/12 Extracts in respect of the Identified Plots.

F. The details pertaining to the title/ rights/ entitlement of the Promoter to the said Land are as follows:

- (1) There are no tenants/occupants of the said Land and the Promoter is in exclusive possession thereof;
- (2) There are no illegal encroachments on the said Land;
- (3) There is no mortgage or lien or charge on the said Land;
- (4) There are no litigations of whatsoever nature on the said Land.

G. On the basis of the said Approvals, the Promoter is developing the said Land into a plotted development for residential purpose.

H. On the basis of the said Approvals, the said Land is earmarked for plotted development ("**Whole Project**"), which shall comprise of:

- (1) 489 individual open residential plots ("**Residential Plots**") from and out of the said Approved Plots and as shown delineated in black colour boundaries on the Plan annexed hereto and marked as **Annexure "A"**.
- (2) non-exclusive common amenities as more particularly described in the **Fourth Schedule** hereunder which shall be useable by the Allottee alongwith other allottees of the Whole Project/ Real Estate Project (defined hereafter) and such other users as may be determined by the Promoter in it's sole discretion and/or the competent authorities, as the case may be ("**Whole Project Amenities**"). The Whole Project Amenities are shown in blue hatch on the Plan annexed hereto as **Annexure "A"** and will be developed on the Identified Plots.

(3) amenities and facilities as more particularly described in the **Fifth Schedule** hereunder written which shall be for the exclusive use of the allottees of the Real Estate Project (hereinafter defined) including the Allottee herein ("Real Estate Project Amenities").

- I. The Promoter shall undertake the construction and development of the Whole Project Amenities in accordance with the provisions of the Unified Development Control and Promotion Regulations ("UDCPR"), approvals received from time to time from the competent authorities and applicable laws that may be in force at the relevant time.
- J. The Whole Project is accessible by a 15 (fifteen) metre wide road ("Access Road") as shown delineated in brown wash on the Plan annexed hereto as **Annexure "A"**.
- K. A high tension overhead power line laid down by Tata Power Ltd. for use by the railways only, passes through the said Land. The portion of the said Land from which the said high tension overhead power line passes through alongwith the statutorily required buffer of 30 (thirty) metres on each side of the high tension overhead power line is identified and marked in _____ colour in the plan annexed hereto as **Annexure "A"**.
- L. There is a Water Well located on a portion of the Identified Plots on the said Land and as shown in _____ colour on the plan annexed hereto as **Annexure "A"**.
- M. The Promoter is proposing to develop the Residential Plots together with the Real Estate Project Amenities ("Real Estate Project") on the said Land.
- N. The Promoter has registered the Real Estate Project as a plotted development with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions 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 bearing No. _____ dated _____, 2024 for the Real Estate Project (hereinafter referred to as "the RERA Certificate"). A copy of the RERA Certificate is annexed and marked hereto as **Annexure "F"**. The principal and material aspects

of the Real Estate Project are as set out in the Recitals and Clauses of this Agreement.

- O. The details pertaining to the entitlement of the Promoter to undertake development of the Real Estate Project, the pertinent approvals and permissions to the Real Estate Project, litigations proceedings (if any), covenant affecting the said Land (if any), impediment (if any) in respect of the said Land, encroachment (if any) to the said Land, and mortgages/charges on the Real Estate Project/said Land (if any) are set-out in the Title Report dated [●] 2024 issued by _____, Advocates, a copy whereof is annexed hereto and marked as **Annexure "G"**.
- P. The Promoter intends to sell and allot individual plots from and out of the Residential Plots in the Real Estate Project, on ownership basis alongwith the right to use the Real Estate Project Amenities and the Whole Project Amenities and in the manner and on the terms of this Agreement.
- Q. The principal and material aspects of the development of the Real Estate Project are briefly stated below: -
 - (1) The Real Estate Project shall comprise of 489 Residential Plots and as shown delineated in black colour boundaries on the Plan annexed hereto and marked as **Annexure "A"**.
 - (2) The name of the Real Estate Project shall at all times be "**Rustomjee Belle Vie**".
 - (3) The Real Estate Project is being developed under the provisions of Regulation 44 of UDCPR and in accordance with the said Approvals.
 - (4) The development of the Real Estate Project shall be undertaken in accordance with the said Approvals and which may be amended, modified, revised, varied and updated from time to time during the course of the development of the Real Estate Project.
 - (5) The Whole Project Amenities, as more particularly described in the **Fourth Schedule** hereunder and which shall be useable by the Allottee on a non-exclusive basis alongwith other allottees of the Whole Project/ Real Estate Project and such other users as may be

determined by the Promoter in its sole discretion and/or the competent authorities, as the case may be.

- (6) The Real Estate Project Amenities are as more particularly described in the **Fifth Schedule** hereunder written and which shall be for the exclusive use of the allottees of the Real Estate Project including the Allottee herein.
- (7) The Promoter shall be entitled to put signage / boards to reflect the name of "**Rustomjee**" and/or "**Rustomjee Belle Vie**" and/or "**Belle Vie by Rustomjee**" (and/or any other brand name the Promoter is permitted to use or as desired by the Promoter), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and or the Whole Project and on the compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (8) The Promoter shall be entitled to designate any spaces/areas in the Whole Project/ Real Estate Project or any part thereof for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the Allottee and other allottees of the Residential Plots in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require and may be utilized in common including by allottees of the Real Estate Project. The Promoter and its workmen/agents/contractors/employees and any third party contractors shall be entitled to access and service such infrastructure and utility over the Whole Project/ Real Estate Project and/or the said Land.
- (9) The Promoter shall confer title of the Real Estate Project, as mentioned at Clause 11.1 below.

The above details and further aspects of the Real Estate Project are available for inspection at the office of the Promoter and are available on the website of the Authority at

<https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure “F”** hereto.

- R. The Promoter has entered into a standard agreement with Architect Manish Savant, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- S. The Promoter has appointed _____, a Structural Engineer for the preparation of the structural design and drawings of the Whole Project/ Real Estate Project. The Real Estate Project will be under the professional supervision of the Architect and the Structural Engineer till the completion of the Real Estate Project and the Promoter is entitled to appoint any other licensed architects/ surveyors and/ or structural engineers in place of them, if so desired by the Promoter till the completion of the Real Estate Project.
- T. The Promoter has the right to sell individual plots i.e. the Residential Plots comprised in the Real Estate Project and to enter into this Agreement with the Allottee and receive the Sale Consideration (*as defined below*) in terms hereof.
- U. 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 Promoter while developing the Real Estate Project. The Promoter has accordingly commenced construction and development of the Real Estate Project in accordance with the plans and approvals obtained/to be obtained by it.
- V. Accordingly, since the Allottee is desirous of purchasing a plot forming part of the Residential Plots in the said Real Estate Project, the Allottee has taken inspection from the Promoter of all title deeds and documents orders, all the approvals and sanctions issued by relevant authorities for the development of the said Land, the Real Estate Project including the said Approvals, etc. along with the said Title Report and such other documents as are specified under RERA and the Rules and Regulations made thereunder and has expressed his desire of purchasing on ownership basis, an individual plot forming part of the Residential Plots in the Real Estate Project (hereinafter referred to as the “**said Plot**”) and as more particularly described in the **Sixth Schedule** hereunder written for a consideration and in the manner as set out hereunder. The area of the

said Plot ("Plot Area") is set out in the **Sixth Schedule** hereunder written. The development potential of the said Plot shall be governed by the applicable regulations in that regard and the applicable laws in force. A plan of the said Plot, marked in thick black boundary is hereto annexed and marked as **Annexure "H"**. A copy of the 7/12 Extract of the said Plot is annexed hereto as **Annexure "I"**.

- W. The Allottee is aware that the Allottee may develop the said Plot only for purpose of construction of a residential house/bungalow strictly in accordance with this Agreement and in accordance with the terms, conditions and parameters of the said Approvals, UDCPR and applicable laws, and in no event, shall the Allottee be entitled to or permitted to utilize any FSI, TDR or development potential by whatever name called, over and above the FSI assigned for the said Plot ("Assigned FSI") and as more particularly described in the **Sixth Schedule** hereunder written.
- X. Prior to execution of this Agreement, the Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Plot, made enquiries thereon and is satisfied with respect to (i) the title of the Promoter to develop the Real Estate Project, and such title being clear and marketable; (ii) the said Approvals obtained till date and (iii) the Promoter's entitlement to develop and construct the Real Estate Project as mentioned in this Agreement and as per the applicable law and to sell the Residential Plots therein. The Allottee hereby undertakes not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Land. The Allottee has accordingly agreed and consented to the development of the Real Estate Project and has understood the documents and information in all respects.
- Y. 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.
- Z. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Plot at or for the price more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred as the "**Sale Consideration**" payable by the Allottee to the Promoter in the manner set out in the **Seventh Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to

the Promoter as and by way of part payment of the Sale Consideration the details whereof are more particularly mentioned in **Part A of the Seventh Schedule** hereunder written (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

- AA. Under Section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale of the said Plot with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- BB. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/its Appellate Tribunal from time to time
- CC. The copies of the following are annexed hereto as follows:

Annexure	Description
Annexure “A”	Plan of the said Land
Annexure “B”	NA Order dated 22 nd March, 2024
Annexure “C1” and “C2”	Plans sanctioned by the Additional Director of Town Planning, Thane
Annexure “D”	Mutation Entry No.2698 dated 20 th April, 2024
Annexure “E1”	8/A Extract bearing No.548
Annexure “E2”	8/A Extract bearing No.549
Annexure “E3”	8/A Extract bearing No.550
Annexure “F”	RERA Registration Certificate
Annexure “G”	Certificate of Title issued by the advocate of the Promoter
Annexure “H”	Plan of the said Plot
Annexure “I”	7/12 extract of the said Plot

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

1. The Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. **Development**

2.1. In accordance with the said Approvals, layout, designs and specifications as approved by the concerned local authority from time to time, the Promoter is developing the Real Estate Project known as "**Rustomjee Belle Vie**". The Whole Project shall have the description as set out in this Agreement.

Such layout, designs, specifications and the said Approvals may be amended from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the location of the said Plot except any alteration or addition required by any Government authorities or due to change in law.

2.2. The Allottee hereby agree to purchase from the Promoter and the Promoter hereby agrees to transfer to the Allottee an open, vacant individual residential plot from and out of the Residential Plots, i.e. the said Plot bearing number and having Plot Area as more particularly set out in the **Sixth Schedule** hereinunder written and as shown in the plan hereto annexed and marked as **Annexure "H"** alongwith the right to construct thereon to the extent of the Assigned FSI, more particularly set out in the **Sixth Schedule** hereunder written in accordance with the terms of this Agreement and relevant regulations and applicable law, for the Sale Consideration, as set out in the **Sixth Schedule** hereinunder written. The location and Plot Area of the said Plot are detailed and annexed and marked in **Annexure "H"** hereto. A copy of the 7/12 extract of the said Plot is hereto annexed and marked as **Annexure "I"**.

2.3. The said Plot is presently not fenced by a boundary wall and is demarcated only by way of 4 columns (2 feet in height) at each corner of the said Plot.

If the Allottee is desirous of having the said Plot fenced by a boundary wall, then subject to payment by the Allottee of additional costs/ charges as determined by the Promoter in its sole discretion and to be paid by the Allottee within the time period as decided by the Promoter, the Promoter shall construct a boundary wall. The Allottee agrees that the fencing of the said Plot by a boundary wall is not included in the scope of this Agreement and is an additional service being provided by the Promoter to the allottees of the Real Estate Project.

- 2.4. The Promoter shall, on or before the Possession Date (*hereafter defined*), subject to the receipt of the Sale Consideration and Other Charges (*hereafter defined*), execute and register a Sale Deed in respect of the said Plot, in favour of the Allottee, at the cost of the Allottee. The draft of the Sale Deed shall be finalised by the Promoter.
- 2.5. The Allottee shall carry out necessary steps for effecting the transfer of its name in the revenue records including but not limited to 7/12 extracts with respect to the said Plot at its own cost and expense after possession of the said Plot is offered to the Allottee and the Sale Deed is registered in favour of the Allottee. The Promoter shall provide necessary supporting documents and may provide support as may be required by the Allottee.
- 2.6. The Allottee has paid on or before execution of this Agreement part payment of the Sale Consideration as advance payment, details whereof are mentioned in the receipt attached hereto. The Allottee hereby agrees to pay the balance Sale Consideration in the manner as more particularly mentioned in the **Part B of the Seventh Schedule** hereunder written.
- 2.7. The Promoter shall issue demand and tax invoice to the Allottee intimating the Allottee about the stage-wise payment towards the Sale Consideration due as detailed under **Part B of the Seventh Schedule** (the payment at each stage is individually referred to as "**the Instalment**" and collectively referred to as "**the Instalments**"). The Allottee shall be bound and obligated to pay to the Promoter, each Instalment within 15 (fifteen) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract.
- 2.8. The payment of the Sale Consideration and Other Charges (*hereafter defined*), taxes, maintenance and outgoings by the Allottee in accordance with the provisions of this Agreement, is on the basis of the sale and is one of the principal, material and fundamental terms of this Agreement (time being the essence). The Promoter has agreed to allot and transfer the said

Plot to the Allottee at the Sale Consideration inter-alia because of the Allottee having agreed to pay the Sale Consideration and Other Charges (*hereafter defined*), taxes, maintenance and outgoings in accordance with this Agreement.

2.9. The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto, maintenance and outgoing charges with respect to said Plot, the Real Estate Project Amenities and the Whole Project Amenities (if applicable). The Allottee / the other allottees of the Real Estate Project are liable to bear and pay the Other Charges as set out in the Part A and the Part B of the **Eighth Schedule** (“Other Charges”) within 7 (seven) days from issue of the demand letter from the Promoter in that regard. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Plot. The changes, if any, in the Other Charges as set out in the Part A and the Part B of the **Eighth Schedule** shall be intimated by Promoter to the Allottee on or before handing over possession of the said Plot to the Allottee. The heads of the Other Charges as set out in the Part A and the Part B of the **Eighth Schedule** are only indicative and not exhaustive and the Allottee agrees to pay such other charges/amounts or such increase in the Other Charges as Promoter may indicate to the Allottee, without any delay or demur. The Allottee irrevocably and unconditionally agree/s to pay the Other Charges and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Plot.

2.10. On a written demand being made by the Promoter to the Allottee with respect to any amount (whether Sale Consideration or any other amounts payable in terms of this Agreement, the Allottee shall pay such amount to the Promoter within a period of 15 (fifteen) days from the date of the Promoter’s written demand without any delay, demur or default, time being of the essence.

2.11. The Sale Consideration and the Other Charges exclude any direct or indirect taxes including Goods and Services Tax (“GST”), if applicable and all levies, duties and cesses which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Plot and/or this Agreement. It is clarified that all such direct / indirect taxes, levies, duties, cesses, impositions, (whether applicable/payable now or which may become applicable/payable in future) be 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 Plot, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

2.12. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of any charges levied by any competent / concerned Government authority or local body in the future. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

2.13. The Allottee agrees that the Plot Area of the said Plot is based upon the scheme/ plotting approved by the governmental authority and the same may undergo variation of a maximum of 3%, on account of construction/planning related exigencies. The Allottee agrees to such variation if any subject to it being within the tolerance limit mentioned herein. The Promoter shall confirm the final Plot Area of the said Plot that has been allotted to the Allottee at the time of offering possession and prior to the construction of the boundary wall of the said Plot being undertaken.

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

2.15. All payments shall be made by way of demand drafts / pay orders / account payee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter as set out in the **Sixth Schedule** hereunder written. In case of any financing arrangement entered by the Allottee with any bank/financial institution with respect to the acquisition of the said Plot, the Allottee undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the **Sixth Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Sixth Schedule** shall not be treated as payment towards Sale

Consideration in respect of the said Plot. The Promoter shall be entitled to change the account (as set out in the **Sixth Schedule**) by giving a written notice to the Allottee to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee and / or the aforesaid bank/financial institution in such new account. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee is/are not honoured for any reason whatsoever, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of INR. 5,000/- (Indian Rupees Five Thousand Only) for dishonour of a particular payment instruction for the first instance and for the second instance the same would be INR 10,000/- (Indian Rupees Ten Thousand Only) in addition to the Interest. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s)/NEFT/RTGS only. This is without prejudice to the right of Promoter to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottee.

2.16. The Allottee shall deduct tax at source ("TDS") from each Instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that the deduction made in the amount paid by the Allottee to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that if at the time of taking possession of the said Premises, if any such certificate is not produced, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 (four) months from the Allottee taking possession of the said Premises. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee.

2.17. The Allottee agree/s and confirms that in the event of delay/default in making payment of the GST and/or TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement and in law, the 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 amounts received from the Allottee

and the Allottee shall forthwith pay the balance amount due and payable by the Allottee to Promoter.

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

2.19. The Sale Consideration is in respect of the said Plot only and the Promoter has neither charged nor recovered any price for the Real Estate Project Amenities or the Whole Project Amenities and/or any other common areas/facilities (except as specified in this Agreement).

3. Covenants of the Promoter and the Allottee:

- 3.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Approvals or thereafter and shall, offer possession of the said Plot to the Allottee.
- 3.2. The Allottee hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, as imposed by the concerned local authority at the time of sanctioning the plans in respect of the residential structure to be constructed on the said Plot. Thereafter, on completion of the residential structure constructed on the said Plot by the Allottee, the Allottee shall obtain from the concerned competent authority a certificate of completion as per applicable laws in respect of the same.
- 3.3. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure Events (as defined below) abide by the time schedule for offering possession of the said Plot to the Allottee. Similarly, the Allottee shall make timely payments of the Instalment and other dues payable by it under this Agreement and meeting all the covenants and obligations under this Agreement.

4. **Entitlements of the Promoter:**

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

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

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

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

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

4.2. The Promoter shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project.

4.3. The Real Estate Project Amenities and/or the Whole Project Amenities may not be ready and operational at the time of handing over the possession of the said Plot to the Allottee. The Promoter contemplates to complete and provide the Real Estate Project Amenities and/or the Whole Project Amenities only upon the completion of the entire Real Estate Project or the Whole Project (as the case may be) to which the Allottee accords its acceptance for the same and shall not dispute the same. The Promoter reserves its right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities and/or the Whole Project Amenities (in accordance with law), for which the Allottee hereby

confirms such right of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Real Estate Project Amenities shall form part of the Real Estate Project, they may be used by the Allottee along with other allottees of the Real Estate Project only in accordance with the rules and regulations framed by the Promoter and / or the Association (*hereafter defined*) from time to time. Furthermore, though the Whole Project Amenities shall form part of the Whole Project, they may be used by the Allottee and other allottees/users only in accordance with the rules and regulations framed by the Promoter and / or the Association (*hereafter defined*) alongwith the competent local authority from time to time.

- 4.4. All the revenues generated of any nature whatsoever from the Whole Project including from the Real Estate Project Amenities till the date of handing over management and maintenance of the Real Estate Project to the Association shall solely belong to the Promoter, and neither the Allottee nor the Association and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoter.
- 4.5. The Allottee agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the security of Residential Plots comprised in the Real Estate Project, by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any bank / financial institution / non-banking financial institution (lenders) and without having to seek further consent from Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible/liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).
- 4.6. The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Whole Project in accordance with applicable law and without in any manner affecting the rights of the Allottee in terms of this Agreement. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

5. **Roles and Obligations of Promoter**

The Allottee has been informed and acknowledge that in accordance with the approvals, the Promoter shall be responsible to cause, monitor and supervise the following acts, deeds, matters and things:

- 5.1. Project planning, design and construction of the Real Estate Project and the Whole Project and ensuring that the Real Estate Project and the Whole Project are designed with the accepted technology and standards.
- 5.2. Ensure compliance of all the said Approvals, as amended from time to time, any further approvals as may be granted and liaising with the concerned competent authorities.
- 5.3. Develop the required infrastructure within the Whole Project.
- 5.4. Engage consultants and contractors for the Whole Project.
- 5.5. Whole Project site management and maintenance and managing the day-to-day affairs of the Whole Project and be in-control and charge of the Whole Project. The Promoter shall use it's technical know-how, experience, and expertise to manage and maintain the Whole Project and the Real Estate Project Amenities and/or the Whole Project Amenities to be developed therein, till such time as the Real Estate Project is handed over to the Association.
- 5.6. Undertaking branding of the Real Estate Project, preparing all the materials, brochure, advertisement material in that regard, as the Promoter deems fit.
- 5.7. Exclusively undertaking sale and transfer (including executing agreement/s for sale) on ownership basis of the individual plots in the Real Estate Project or any portion thereof.
- 5.8. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Whole Project and any common rights of way, with the authority to grant such rights to the Allottee's and or users of the individual plots being constructed on the Whole Project at all times and the right of access to the Whole Project for the purpose of installing, repairing, maintaining and inspecting the Real Estate Project Amenities and/or the Whole Project Amenities and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and

overhead), other amenities as necessary for the full and proper use and enjoyment of the Whole Project; and if necessary to connect the drains, pipes, cables, etc. under, over or along the Whole Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee / other occupants of the individual plots in the Real Estate Project till such time as the Real Estate Project Amenities and/or the Whole Project Amenities are handed over to the Association and concerned local authority, respectively. The Allottee hereby expressly consents to the same.

5.9. The Allottee is aware and acknowledges that the Promoter is constructing and developing a Club House ("Club House") on Plot Nos. ___ and ___ in accordance with applicable laws. The Allottee shall, on payment of a one time Club House Membership Fee plus GST as applicable, have a non-exclusive right along with such other allottees/users to use the Club House on membership basis in terms of this Agreement and as may be prescribed by the Promoter. Since the Club House is not being built on any amenity space or open space or any other common area of the Whole Project / Real Estate Project/ said Land, the Promoter shall retain the ownership of the Club House and the same will not be conveyed or transferred to the Association (*hereinafter defined*). The Promoter shall be admitted as a member of Association and shall be entitled to own and operate the Club House, either by itself or by appointing any service provider at its sole discretion.

6. Possession:

6.1. The Promoter shall endeavor to offer possession to the Allottee of the said Plot on or before the date more particularly described in the **Sixth Schedule** hereunder written ("Possession Date"), subject to the Allottee being in compliance of all its roles, responsibilities and obligations under this Agreement including timely payment of the Sale Consideration and the Other Charges and or any other amounts payable under this Agreement. Provided that the Promoter shall be entitled to extension of time for giving delivery of the said Plot on the aforesaid date, without levy of any penalty, damages, interest or compensation, if the completion of the Real Estate Project is delayed on account of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project and/or the Whole Project ("Force Majeure Events") and any event or circumstances analogous to the foregoing.

6.2. It is clarified that the Allottee will not be entitled or permitted to terminate this Agreement or make any claim or demand against the Promoter if the delay in handing over the possession of the said Plot is on account of a Force Majeure Event.

7. **Procedure for taking possession:**

7.1. Within 15 (fifteen) days of the Possession Date (subject to Force Majeure Events), and upon payment made by the Allottee as per this Agreement and provided no breach of the Allottee is subsisting at the relevant time, the Promoter shall, offer in writing to the Allottee to take the possession of the said Plot within 15 (fifteen) days from the date of issue of such notice ("Possession Notice"). The Possession Notice shall be accompanied by a set of the rules and regulations for construction of villas/bungalows, etc. on the individual plots, framed by the Developer/Association in accordance with UDCPR and applicable laws in force ("the Construction Manual"). The Allottee agrees and declares that non-completion of other individual plots, Real Estate Project Amenities and/ or the Whole Project Amenities at the time of possession shall not be a reason for not accepting possession of the said Plot. The Allottee shall be liable to pay the Other Charges, taxes, maintenance and outgoings and/ or any other amounts payable by the Allottee as determined by Promoter from the date of the Possession Notice.

7.2. Simultaneously with the issuance of the Possession Notice, the Parties will come together to execute and register a Sale Deed in respect of the said Plot in favour of the Allottee, at the sole cost of the Allottee and provided that the Allottee has paid the balance portion of the Sale Consideration and the Other Charges and/ or any other amounts payable by the Allottee in respect of the said Plot.

7.3. Upon receiving the Possession Notice from the Promoter as agreed above and subject to the execution and registration of the Sale Deed as stated above, the Allottee shall take possession of the said Plot from the Promoter within 15 (fifteen) days from the date mentioned in the Possession Notice by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Plot to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Plot within 15 (fifteen) days from the date mentioned in the Possession Notice, the Allottee shall become liable to pay its proportionate share of maintenance and outgoings i.e. in proportion to the area of the said Plot

from the date of Possession Notice, including inter-alia, local / property / municipal taxes, other indirect taxes of every nature, or such other levies by the local Municipality or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/ or the Whole Project, as per the terms provided herein. Until the Association (*hereinafter defined*) is formed and the management and maintenance thereof is offered to the Association, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

7.4. The Allottee shall, before delivery of possession of the said Plot in accordance with this Clause and in any event prior to the execution and registration of the Sale Deed, pay to Promoter the Other Charges as set out under in the Part A and the Part B of the **Eighth Schedule**. The amounts mentioned in the Part A of the **Eighth Schedule** shall not be accountable by the Promoter. The amounts mentioned in the Part B of the **Eighth Schedule** shall be accounted only to the Association of the allottees / the allottees of the individual plots in the Real Estate Project and not to the Allottee individually and shall not carry any interest. The interest if any on such amounts shall solely be the entitlement of Promoter. The Other Charges are tentative and are liable to be revised by the Promoter; in the event of a revision of the Other Charges, the Allottee shall pay the same to the Promoter. The Allottee shall make payments of such amounts as more particularly mentioned in the Part A and the Part B of the **Eighth Schedule** and as may be revised, if so, to the bank account of Promoter, as detailed in Part A of the **Eighth Schedule** hereunder written or as may be prescribed by the Promoter. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

7.5. The Allottee hereby agrees and confirms that in the event of his/her/their failure to respond to the Possession Notice and comply with the same and/or fails to execute and register the Sale Deed in respect of the said Plot within the time provided in the Possession Notice and/or neglects to take possession of the said Plot in the period stipulated above, then, notwithstanding any other right and remedy available to the Promoter, the Allottee shall pay to the Promoter a holding charge at the rate of Rs. ____/- (Rupees _____ only) per month per square foot of the Plot Area of the said Plot, subject to applicable taxes ("**Holding Charges**") as also applicable maintenance and outgoings with respect to the said Plot, for

such period. The Allottee shall not be permitted to access the said Plot during this delayed period and the possession will remain with the Promoter until possession is taken by the Allottee in accordance with the terms provided herein and in the Possession Notice. However, the risk, responsibility and cost in relation to the condition of the said Plot shall solely be that of the Allottee.

8. **Delays and Termination:**

8.1. **Promoter's delay and Allottee's rights and remedies:**

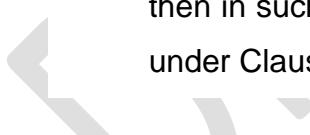
If the Promoter fails to abide by the time schedule for completion and offering possession of the said Plot to the Allottee on/or before the Possession Date with a further grace period of 6 (six) months, subject to Force Majeure Events, the Allottee shall be entitled to either:

8.1.1. to claim interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (or such revisions as may be prescribed by RERA from time to time) (**“the Interest Rate”**) on all the amounts paid by the Allottee towards the Sale Consideration for every month of delay, till possession of the said Plot is offered by the Promoter, upon addressing a notice in this regard to the Promoter (**“Interest Notice”**) by registered post A.D. at the address provided by the Promoter. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over possession of the said Premises by the Promoter to the Allottee.

OR

8.1.2. Terminate this Agreement by giving written notice to the Promoter by registered post A.D. at the address provided by the Promoter (**“Allottee Termination Notice”**). Except for the failure of the Promoter to offer the possession of the said Plot on or about the Possession Date with a further grace period of 6 (six) months (subject to Force Majeure Events), the Allottee shall have no right to terminate this Agreement. On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee (subject to

deduction / adjustment of the bank loan, if any, availed by the Allottee from any bank / financial institution against the mortgage / security of the said Plot and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any, received by the Promoter under this Agreement. The Allottee hereby agrees and confirms that the Promoter shall not be responsible for the refund of any of the applicable taxes including GST (if any) or any other tax, levy, statutory charges paid by the Allottee to the Promoter and/or collected by the Promoter from the Allottee. However, such amounts shall be paid only simultaneously with the Allottee executing and registering a deed of cancellation of this Agreement within 30 (thirty) days from the date of the Promoter receiving the Allottee Termination Notice. On such repayment of the amounts payable by the Promoter (as stated in this Clause) to the Allottee, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Plot and the Promoter shall be entitled to deal with and/or dispose-of the said Plot in the manner it deems fit and proper, without any suit, claim or demand of the Allottee in any nature whatsoever. It is agreed and clarified that the Promoter is not and shall not in any way be liable for the payment of any loans taken by the Allottee from any banks and / or financial institutions or otherwise for acquiring the said Plot.



- 8.1.3. In case the Allottee elects his remedy under Clause 8.1.1 above, then in such a case the Allottee shall not be entitled to the remedy under Clause 8.1.2 above and vice-versa.
- 8.1.4. The Allottee agrees that the remedies mentioned in sub-clause 8.1.1 read with sub-clause 8.1.2 above constitute the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his/her rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

8.2. **Allottee's delay and Promoter's rights and remedies:**

- 8.2.1. If the Allottee commits default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including but not limited to his/her/it's proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.),

the Allottee shall pay to the Promoter interest at the Interest Rate on all and any such delayed payments computed from the date of the demand and tax invoice till the date such amounts are fully and finally paid together with the Interest.

8.2.2. Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest at the Interest Rate thereon, then on the expiration of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause and without prejudice to the other rights and contentions of the Promoter, the rights of the Allottee under this Agreement and in respect of the said Plot shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the said Plot to another allottee ("New Allottee") for such consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% (ten percent) of the Sale Consideration and (b) the actual loss (that is the difference in the sale price of the said Plot to the Allottee and the New Allottee) to occur on the resale of the said Plot to the New Allottee as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty ("Liquidated Damages") and refund the balance amount

(without any interest thereon) within a period of 30 (thirty) days from date of termination or the sale by the Promoter of the said Plot to a third party, whichever is later. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement (including, *inter alia*, any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Allottee hereunder as may be payable up to the date of termination, as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said Premises (including but not limited to brokerage charges as may be incurred by the Promoter in that behalf). It is clarified that in the event if the Allottee has obtained a housing finance or loan from any bank or financial institution by offering the rights of the Allottee under this Agreement or the said Plot, then and in such an event, the refund pursuant to this Clause shall be made by the Promoter directly to the lender from whom the Allottee may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Promoter to the Allottee. The Promoter shall thereupon also be free and entitled in its own right to deal with the said Plot and the Promoter's rights therein, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Allottee; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.



- 8.2.3. Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter as specified in this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit. The Allottee waives its right to raise any objection to the said Liquidated Damages or adjustment or appropriation of the said Liquidated Damages and acknowledges that the amount of the said Liquidated Damages is reasonable considering the consequent hardship and

inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to transfer the said Plot to the Allottee.

- 8.3. The Promoter herein has specifically informed the Allottee that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee to the Promoter, the Allottee alone shall be liable to provide the source of the amount paid by the Allottee to the satisfaction of such authorities or agency as the case may be. In case, the Allottee fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee alone shall be liable for all costs and consequences thereof.
- 8.4. The Allottee agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

9. Facility Manager/s / Utility Provider/s:

- 9.1. The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("Utility Provider/s") i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc., ("Utilities") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee herein. Upon arriving at such arrangement, the Allottee agrees to avail these or any of these utilities from the Utility Provider/s nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Provider/s. This Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or, that the Promoter has entered into agreements / arrangements with any person, or that the Promoter is in a position to provide all Utilities or any of them.

- 9.2. The Promoter shall have the right to undertake the upkeep and maintenance of the Real Estate Project including for the Real Estate Project Amenities and/or the Whole Project Amenities and formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project/ the Whole Project and in this regard shall have the

right to appoint and enter into contract, agreement with any third party / vendors / agency ("Facility Manager/s") for the purpose of maintenance and upkeep of the Real Estate Project including for the Real Estate Project Amenities and/or the Whole Project Amenities ("Services") in full or in part and such decision shall be final and binding upon the Allottee. The tenure of Facility Manager/s shall be until the Promoter offers to hand over the management and maintenance of the Real Estate Project to the Association/ and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the Real Estate Project to the Association, the Association shall be entitled to undertake the management and maintenance of the Real Estate Project including the Real Estate Project Amenities. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the Real Estate Project Amenities and the Allottee hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

9.3. The Promoter shall have the right to designate any space in the Real Estate Project and/or the Whole Project Amenities or any part thereof to the Utility Provider/s and the Facility Manager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Promoter shall also be entitled to designate any space in the Real Estate Project and/or the Whole Project Amenities to the Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project and/or the Whole Project Amenities.

9.4. The Promoter has the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Association/ allottees of the Real Estate Project in the manner as may be determined by the Promoter. Such charges would be levied on the basis of the Plot Area of the said Plot and the Allottee agrees that it/he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter or towards charges payable to Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance

and management of the Real Estate Project shall be borne and paid by the Allottee along with other allottees of the said Residential Plots in the Real Estate Project alone. The Promoter shall not be called upon or liable to pay the cost of maintenance and management of the Real Estate Project and/or the Utilities and/or the Services with respect to any of the unsold Residential Plots.

- 9.5. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager/s 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 Real Estate Project Amenities/ the Whole Project Amenities.
- 9.6. Upon formation of the Association and handing over of the management of the operation and maintenance of the Real Estate Project Amenities to the Association, the Promoter shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Association by executing necessary deeds and documents with the Association. The Promoter shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion prior to any novation/ assignment, as stated hereinabove.
- 9.7. Any management fees / service charges payable to the Facility Manager/s and the Utility Manager/s in terms of the service agreements stated above shall be proportionately borne and paid by the Allottee and other allottees of the Real Estate Project.
- 9.8. The Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the Services and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoter shall not be liable for any warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee and such Facility Manager/s and/or the Utility Manager/s.

10. **Formation of the Association/s/ and Federation:**

- 10.1. The Promoter shall submit the application for formation and the registration of an association comprising of the allottee of the Real Estate Project and such association may be a co-operative housing society registered and incorporated under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder. ("Association").
- 10.2. The Allottee along with other allottees of the individual plots comprised in the Residential Plots in the Real Estate Project shall join in forming and registering the Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Association and for becoming members, including the bye-laws and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Association under the applicable law.
- 10.3. The Promoter shall be entitled, but not obliged to, join as a member of the Association in respect of unsold Residential plots in the Real Estate Project, if any and in respect of the Club House.
- 10.4. Post the offering to hand over the management and maintenance of the Real Estate Project to the Association, by the Promoter, the Association shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall along with other allottees of the Real Estate Project, extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee shall not be entitled to dissolve the Association formed by the Promoter with a view to form a separate Association/s for the operation and management and/or supervision of the Real Estate Project or part thereof.
- 10.5. Post hand over of the management and maintenance of the Real Estate Project to the Association the Promoter shall continue to be entitled to the unsold Residential Plots in the Real Estate Project and to undertake the sale, marketing etc., in respect of the same. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Association, for the allotment or transfer of the unsold Residential Plots in

the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold Residential Plots).

10.6. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Association including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the advocates and solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Association and its members / intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same in any manner whatsoever.

11. **Transfer of the title to the Association:**

11.1. Within 3 (three) months from the date on which the Promoter has sold all the Residential Plots in the Real Estate Project and the Promoter having received the entire sale consideration and other monies from all the allottees in the Real Estate Project, the Promoters and the Association shall execute and register an Indenture of Conveyance ("**Association Conveyance**"), whereby the Promoter shall transfer / cause to transfer all its right, title and interest in the Real Estate Amenities on the said Land along with such other areas, spaces, common areas, facilities and amenities forming part of the Real Estate Project in favour of the Association, save and except the Whole Project Amenities, the Club House, the Access Road, and such other portions of the Whole Project / said Land including the Identified Plots which have already been handed over / or will be handed over to the local municipal authorities, in accordance with law.

11.2. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Association Conveyance, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the advocates & solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Association and their respective members/intended members including the Allottee; as the case may be, and the Promoter shall not be liable towards the same.

12. **Representations and Warranties of the Promoters:**

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

- 12.1. The Promoter has a clear and marketable title to the ownership of the said Land and has the requisite rights to carry out development of the Whole Project and also has actual, physical and legal possession of the said Land for the implementation of the Whole Project.
- 12.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Whole Project and shall obtain requisite approvals from time to time to complete the development of the Whole Project.
- 12.3. Save and except as otherwise disclosed to the Allottee, there are no encumbrances upon the Whole Project or the said Land.
- 12.4. Save and except as otherwise disclosed to the Allottee, there are no litigations pending before any Court of law with respect to the said Land or the Whole Project or the Real Estate Project.
- 12.5. All the approvals, licenses and permits including the said Approvals issued by the competent authorities with respect to the Whole Project and/or the said Land and/or 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 Whole Project shall be obtained by following due process of law and the Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Whole Project.
- 12.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- 12.7. The Promoter has not entered into any agreement for transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the Real Estate Project other than the allottee in the Real Estate Project, including the said Plot which will, in any manner, affect the rights of Allottee under this Agreement.
- 12.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from transferring the said Plot to the Allottee in the manner contemplated in this Agreement.

12.9. The Promoter shall 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 possession is offered to the Allottee in accordance with Clause 7.1 above and thereupon shall be proportionately borne by all the members of the Association.

12.10. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Land and/or the Real Estate Project except those disclosed herein.

13. **Covenants of Allottee:**

The Allottee with intention to bring all persons into whosoever hands the said Plot may come, hereby acknowledges and covenants with the Promoter as follows:

13.1. The Allottee shall use the said Plot or any part thereof or permit the same to be used only for residential purposes.

13.2. The Allottee agree and undertake that on receipt of possession in the manner stated in this Agreement, the Allottee shall undertake the construction of its villa/bungalow, etc. at its own cost, expenses, risk and strictly in accordance with the Construction Manual and without causing disturbance or nuisance to the other allottees of individual plots in the Real Estate Project. The Construction Manual, provided at the time of taking possession of the said Plot, shall require to be adhered to strictly. Notwithstanding anything to the contrary in this Agreement, if the Allottee contravene the contents of the Construction Manual or undertake any unauthorised/illegal works on the said Plot ("**the breach**"), the Promoter shall be entitled to call upon the Allottee, in writing, to rectify the same within 30 (thirty) days such that there is no unauthorised/ illegal work on the said Plot. If the Allottee fail to rectify such breach, then the Promoter/ Association shall be at liberty to enter the said Plot and carry out the necessary actions to rectify the breach and all costs/charges/penalties and expenses incurred for the same shall be reimbursed by the Allottee to the Promoter/ the Association at actuals, within 7 (seven) days of demand being made. If such expenses are not reimbursed within the stipulated time, the same would be deemed to be a charge on the said Plot.

- 13.3. The Allottee agrees and undertakes that it shall not reside in the residential structure being constructed/ constructed by the Allottee and/ or use and/or occupy the residential structure being constructed/ constructed by the Allottee in any manner whatsoever till such time the Allottee obtains the completion certificate as per applicable laws from the relevant competent authority in respect of the same.
- 13.4. The Allottee hereby indemnifies and agrees to always indemnify and keep saved and harmless, the Promoter from and against all actions, proceedings, claims, demands, costs, penalties, charges, levies, fines, interest and expenses whatsoever, which may be made against the Promoter/ Association and/or which the Promoter/ Association may suffer or incur as a result of any unauthorised and/or illegal works in or on the said Plot and for all costs and expenses incurred by the Promoter for instituting any legal proceedings against the Allottee for recovery of those expenses incurred by it for rectification of the breach.
- 13.5. In the event, the Allottee has not elected to get the fencing of the said Plot by the Promoter, as set out in Clause 2.3 hereinabove, the Allottee shall undertake the fencing of the said Plot within the limits of the Plot Area of the said Plot at its sole cost and expense and in accordance with the Construction Manual. The Allottee shall ensure that the fencing shall not encroach/ obstruct the adjacent individual plots, access roads, internal roads, adjacent Real Estate Project Amenities and/or Whole Project Amenities and/or any other areas/ spaces in the Whole Project.
- 13.6. To maintain the said Plot at the Allottee own cost in good and tenantable repair and condition from the date that possession of the said Plot is taken and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Plot is situated, which may be against the rules, regulations or bye-laws thereof or without the consent of the local authorities, if required.
- 13.7. Not to store in the said Plot any goods which are of hazardous, combustible or of dangerous nature or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy machinery which may damage or likely to damage the access/common/ internal roads or any other structure of the Whole Project in which the said Plot is situated, and in case any damage is caused to any portion of the Whole Project or the said Plot on account of negligence or default of the

Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

13.8. To carry out at his/her/their own cost all construction to the said Plot and maintain the said Plot in the good condition, state and order and shall not do or suffer to be done anything in or to the Whole Project in which the said Plot is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

13.9. Not to sub-divide the said Plot (whether by way of succession of the interest of the Allottee or in any other manner) so as to cause division thereof and/or in any other manner whatsoever. This condition shall be binding on the Allottee, its permitted assigns and successors-in-interest and the same shall be the essence of this Agreement and a covenant running with this Agreement.

13.10. Not to demolish or cause to be demolished the boundary / fencing of the said Plot 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 boundary / fencing of the said Plot or any part thereof, and shall keep the sewers, drains and pipes running under the said Plot in good tenantable repair and condition.

13.11. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Whole Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

13.12. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in any portion of the Whole Project / Real Estate Project and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Association. The wet garbage generated in the Real Estate Project shall be treated on the same plot by the residents / occupants / allottees of the Real Estate Project.

13.13. The Allottee shall not encroach on any adjoining individual plots and roads at the time of commencement of the construction on the said Plot. In case of any encroachment, the Allottee shall be liable to demolish the structure constructed at their own cost and shall be responsible for all consequences thereof.

- 13.14. Not to connect the drainage lines of the said Plot to the storm water lines of the Whole Project.
- 13.15. Not to sell or dispose of any earth, gravel or sand from under the said Plot and not to excavate the said Plot except as far as may be necessary for the execution of construction work.
- 13.16. The Allottee shall be entitled to install its personal/ individual generator(s) for providing back up power sources for the residential structure to be constructed on the said Plot, after taking all requisite permissions from the competent authorities for the same.
- 13.17. The Allottee shall not do or suffer to be done anything in, on or at the said Plot or any part thereof or in the construction to be erected on the said Plot which may be forbidden by and/or in violation or breach of any relevant laws. In such a case the Allottee shall be solely responsible for the cost and consequences thereof and hereby indemnifies the Promoter and shall indemnify and keep indemnified the Association/ Facility Manager in case of any such violation or breach.
- 13.18. The Allottee covenants that he shall not excavate or dig the internal roads, driveways, landscaping, planted areas, parks, gardens, or any other portion of the Whole Project save and except within his own said Plot. The Allottee shall not tap the main water line or any other service lines without specific written permission from the Promoter.
- 13.19. Pay to Promoter within 15 (fifteen) days of demand by Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project.
- 13.20. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Plot by the Allottee for any purposes other than for purpose for which it is sold.
- 13.21. To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc.

- 13.22. To bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities and the Whole Project Amenities.
- 13.23. Not to change the user of the said Plot without the prior written permission of the Promoter and the Association and the concerned authority.
- 13.24. To not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Plot, or dispose of or alienate otherwise howsoever, the said Plot and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee to Promoter under this Agreement are fully paid up. In the event, the Allottee is desirous of transferring the said Plot and/or its rights under this Agreement, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and upon payment of applicable transfer / administrative fees to the Promoter as decided by the Promoter. On such transfer recorded / endorsed by the Promoter, the Allottee along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoter, to abide by all the terms and conditions of this Agreement. The new allottees shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee allottee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in the **Sixth Schedule** hereunder written. However, if the Allottee, subject to receiving approval from the Promoter for the proposed transfer, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then the permission as accorded by the Promoter shall lapse and for any proposed transfer of the said Plot at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply. Further, the Allottee / prospective transferee alone shall be responsible for obtaining any governmental approvals etc. that may be required for the transfer/ assignment of the said Plot and for payment of charges thereof.
- 13.25. To observe and perform all the rules and regulations which the Association 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 Real Estate Project and the Residential Plots therein and for the observance and performance of the rules, regulations and bye-laws for the

time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association/s regarding the occupancy and use of the said Plot and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 13.26. To permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Plot or any part thereof to view and examine the state and condition thereof.
- 13.27. To duly abide by the rules relating to the respective entry/exit points for allottees of the Real Estate Project, the vehicular movement and the pedestrian movement of the allottees of the Real Estate Project respectively and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.
- 13.28. The Allottee shall strictly not be allowed to place/stick/hang/affix any kind of signage, hoarding, and all other forms of signage whatsoever on the plot boundaries of the said Plot and / or within the said Land and/or any other portion of the Real Estate Project / the Whole Project. This condition is binding on the Allottee to adhere to at all times and is a material condition to this Agreement and in the event the Allottee breaches the same, the same shall be subject to the rights and remedies available to the Promoter under law.
- 13.29. The plot boundaries of the said Plot shall have to be of R.C.C. structure with normal brick wall with cement plaster. The Allottee, along with any and all allottee of the Real Estate Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in the boundaries of the Residential Plots which may result into temporary and/or permanent changes and defects in the plotting boundaries.
- 13.30. The Allottee shall be responsible to apply and obtain the permission of the concerned statutory authorities for all development and construction / interior work within the said Plot at its costs and expenses.
- 13.31. The Allottee shall not decorate or alter the exterior of the said Plot either by painting and/or otherwise.

13.32. To keep the sewers, drains and pipes in the said Plot and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Whole Project and the Allottee shall not chisel or in any other manner damage the plot boundary walls in the said Plot.

13.33. Not to enclose the passages, if any, forming part of the Real Estate Project without the previous written permission of the Promoter and concerned authorities.

13.34. The Promoter is entitled to deal with and / or dispose of (including to develop) the balance portion of the said Land in the manner the Promoter deems fit without any reference or recourse to the Allottee and / or any other allottee in the Real Estate Project. The Allottee and / or any other allottee in the Real Estate Project shall not be entitled to make any claim and / or shall not cause any interference in the development of the balance portion of the said Land.

13.35. Not to raise any objection whatsoever, if the Promoter restricts or imposes conditions to the Allottee for site visit/ inspection of the said Plot, before the Possession Date.

13.36. Not to shift or alter the position of either the water system or the sewage systems or any other civil works which would affect the drainage system of the Real Estate Project, in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.

13.37. To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Association 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 Real Estate Project and the said Plot therein. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association / Promoter regarding the occupation and use of the said Plot and the Allottee shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

13.38. Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Association (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the

case may be, and in connection with any interior / civil works that the Allottee may carry out in the said Plot.

13.39. Not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Whole Project / the Real Estate Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee.

13.40. The Allottee shall not do either by himself or any person claiming through the Allottee anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to the Real Estate Project Amenities and the Whole Project Amenities. 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 Whole Project / the Real Estate Project.

13.41. The Allottee shall not park its car at any other place within the Real Estate Project / Whole Project and shall park his/her car and those of his guests/ visitors/ employees within the said Plot only.

13.42. To make suitable arrangement for removal of debris arising out of any construction, interior decoration, renovation, furniture making or any other allied work in the said Plot, on a daily basis.

13.43. The Allottee has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee.

13.44. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land/ Whole Project/ Real Estate Project.

13.45. The Promoter shall be entitled to construct site offices/sales lounge on the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the said Land is fully completed.

13.46. The Allottee agrees to take possession of the said Plot in terms of Possession Notice after execution of the Sale Deed in respect of the said Plot.

13.47. The Allottee acknowledges that the Real Estate Project Amenities and the Whole Project Amenities shall be operational and would be handed over to the Association/ the relevant local competent authority, as the case may be, only after completion of the Whole Project and on obtainment of the necessary approvals, if any, in respect thereof. The Promoter reserves its rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities and the Whole Project Amenities. The Allottee consents and agrees for the same and shall not raise any dispute or claim at any time.

13.48. Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee in observing and performing any of the covenants set out under this Clause, shall amount to a material breach, entitling the Promoter to terminate this Agreement, at the sole discretion of the Promoter.

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

14. **Mortgage of the said Plot:**

The Allottee shall be entitled to avail loan from a Bank / financing institution and to mortgage the said Plot by way of security for repayment of the loan

availed from such Bank with the prior written consent of the Promoter. The Promoter will grant its no objection to the Allottee availing of such loan from the Bank/ financing institution and mortgaging the said Plot with such Bank / financing institution, provided however, that the Promoter shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank/ financing institution in respect of the said Plot of the Allottee shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and such mortgage in favour of such Bank / financing institution shall be subject to Promoter's first lien and charge on the said Plot in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank / financing institution advising the Bank/ financing institution to make payment of the loan amount against the mortgage of the said Plot directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

15. Representation and Warranties of the Allottee

The Allottee hereby represents and warrants to the Promoter that:

- 15.1. it is not prohibited from acquiring the said Plot under any applicable law or otherwise;
- 15.2. it has 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;
- 15.3. no receiver and / or liquidator and / or official assignee and / or bankruptcy trustee or any person is appointed in the case of the Allottee in respect of all or any of its assets and / or properties;
- 15.4. none of its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;
- 15.5. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against it;

15.6. no execution or other similar process is issued and / or levied against it and / or against any of its assets and properties;

15.7. it has not compounded payment with its creditors;

15.8. it is not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;

15.9. it is not an undesirable element and will not cause nuisance and / or hindrances in the completion of the Whole Project including the Real Estate Project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee in terms of this Agreement;

15.10. The Allottee is in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time; and

15.11. The Allottee hereby confirm that it has perused the terms and conditions of this Agreement and is signing this Agreement out of free will, under legal advice from their advocates/ counsels and that the terms and conditions mentioned herein are not arbitrary or one sided.

16. It is abundantly made clear to the Allottee who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Plot, it shall be 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 understands and agrees that in the event of any failure on 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 Promoter accepts no responsibility in this regard and the Allottee agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Land and/or any other Residential Plot or of the Real Estate Project Amenities on the said Land or any part thereof. The Allottee shall have no claim save and except in respect of the said Plot hereby agreed to be sold to it and all other spaces irrespective of where they are in the said Land will remain the property of the Promoter.

19. **Promoters shall not mortgage or create a charge:**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take said Plot.

20. **Entire Agreement:**

- 20.1. 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, brochure, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

- 20.2. All brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, dimensions, facilities, vegetation, features and communication as contained therein, are merely an artistic impression and imagination and may vary from the actual project on site.

The actual and physical features, amenities and facilities in the Whole Project / the Real Estate Project or the said Plot would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

21. **Right to amend:**

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

22. **Provisions of this Agreement applicable to allottee /subsequent allottees:**

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

23. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the applicable law, 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 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.

24. **Waiver:**

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

25. **Method of calculation of proportionate share wherever referred to in this Agreement:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other allottees in the Real Estate Project, the same shall be in proportion to the area of the said Plot to the total area of all the other Residential Plots in the Real Estate Project.

26. **Further Assurances:**

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

27. **Place of Execution:**

27.1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances, Thane/ Shahapur. Hence this Agreement shall be deemed to have been executed at Thane.

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

28. **Communication and Notices:**

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

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

29. **Joint Allottees:**

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

30. **Stamp Duty and Registration:**

30.1. The Promoter shall present this Agreement at the office of the relevant Sub Registrar of Assurances for registration of these presents within the time limit as prescribed by the Registration Act, 1908 and shall intimate the Allottee of the Serial Number under which this Agreement is lodged for registration. The Allottee and the Promoter through its duly Authorised Representative will attend the office of the relevant Sub Registrar of Assurances and admit execution thereof. **The Allottee shall at no point in time hold the Promoter liable or responsible in any manner whatsoever for delay or default in registration.**

30.2. The charges towards stamp duty fees (including any deficit stamp-duty) and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee alone.

31. **Dispute Resolution:**

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 or difference amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations, thereunder.

32. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts of law in Thane will have the jurisdiction with respect to all the matters pertaining to this Agreement.

33. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee are more particularly mentioned in the **Sixth** Schedule hereunder written.

34. **Interpretation:**

34.1. 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, partnership firm, limited liability 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;
- (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;
- (d) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and
- (e) Any reference to "writing" excludes text messaging via mobile phone or communication over any other form of social media.

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

SCHEDULES AND ANNEXURES

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All those pieces and parcels of lands collectively admeasuring 3,55,053 square meters bearing Plot Numbers 1 to 512 of Survey Number 177 and Hissa Number 1 of Village Mokhavane, Taluka Shahapur, District Thane and situated within the limits of the Gram Panchayat Mokhavane, Panchayat Samiti Shahapur and within the limits of Registration District Thane and Sub-Registration District Shahapur.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Approved Plots)

Sr. No.	Plot No.	Purpose	Area (in square meters)
1.	177/1/1	Residential Plot	360.00
2.	177/1/2	Residential Plot	360.00

3.	177/1/3	Residential Plot	360.00
4.	177/1/4	Residential Plot	360.00
5.	177/1/5	Residential Plot	360.00
6.	177/1/6	Residential Plot	360.00
7.	177/1/7	Residential Plot	360.00
8.	177/1/8	Residential Plot	360.00
9.	177/1/9	Residential Plot	360.00
10.	177/1/10	Residential Plot	360.00
11.	177/1/11	Residential Plot	360.00
12.	177/1/12	Residential Plot	388.13
13.	177/1/13	Residential Plot	344.25
14.	177/1/14	Residential Plot	3068.48
15.	177/1/15	Residential Plot	2140.81
16.	177/1/16	Residential Plot	345.60
17.	177/1/17	Residential Plot	345.60
18.	177/1/18	Residential Plot	345.60
19.	177/1/19	Residential Plot	345.60
20.	177/1/20	Residential Plot	345.60
21.	177/1/21	Residential Plot	345.60
22.	177/1/22	Residential Plot	345.60
23.	177/1/23	Residential Plot	345.60
24.	177/1/24	Residential Plot	345.60
25.	177/1/25	Residential Plot	345.60
26.	177/1/26	Residential Plot	345.60
27.	177/1/27	Residential Plot	349.53
28.	177/1/28	Residential Plot	732.73
29.	177/1/29	Residential Plot	346.16
30.	177/1/30	Residential Plot	665.07
31.	177/1/31	Residential Plot	524.65

32.	177/1/32	Residential Plot	461.55
33.	177/1/33	Residential Plot	313.55
34.	177/1/34	Residential Plot	321.88
35.	177/1/35	Residential Plot	321.88
36.	177/1/36	Residential Plot	584.12
37.	177/1/37	Residential Plot	350.85
38.	177/1/38	Residential Plot	442.79
39.	177/1/39	Residential Plot	315.45
40.	177/1/40	Residential Plot	321.88
41.	177/1/41	Residential Plot	321.88
42.	177/1/42	Residential Plot	321.88
43.	177/1/43	Residential Plot	321.88
44.	177/1/44	Residential Plot	314.14
45.	177/1/45	Residential Plot	242.27
46.	177/1/46	Residential Plot	250.00
47.	177/1/47	Residential Plot	250.00
48.	177/1/48	Residential Plot	250.00
49.	177/1/49	Residential Plot	250.00
50.	177/1/50	Residential Plot	250.00
51.	177/1/51	Residential Plot	250.00
52.	177/1/52	Residential Plot	250.00
53.	177/1/53	Residential Plot	250.00
54.	177/1/54	Residential Plot	285.76
55.	177/1/55	Residential Plot	285.76
56.	177/1/56	Residential Plot	250.00
57.	177/1/57	Residential Plot	250.00
58.	177/1/58	Residential Plot	250.00
59.	177/1/59	Residential Plot	250.00
60.	177/1/60	Residential Plot	250.00

61.	177/1/61	Residential Plot	250.00
62.	177/1/62	Residential Plot	250.00
63.	177/1/63	Residential Plot	250.00
64.	177/1/64	Residential Plot	242.27
65.	177/1/65	Residential Plot	242.27
66.	177/1/66	Residential Plot	250.00
67.	177/1/67	Residential Plot	250.00
68.	177/1/68	Residential Plot	250.00
69.	177/1/69	Residential Plot	250.00
70.	177/1/70	Residential Plot	250.00
71.	177/1/71	Residential Plot	250.00
72.	177/1/72	Residential Plot	250.00
73.	177/1/73	Residential Plot	250.00
74.	177/1/74	Residential Plot	285.76
75.	177/1/75	Residential Plot	261.89
76.	177/1/76	Residential Plot	231.25
77.	177/1/77	Residential Plot	231.25
78.	177/1/78	Residential Plot	231.25
79.	177/1/79	Residential Plot	231.25
80.	177/1/80	Residential Plot	231.25
81.	177/1/81	Residential Plot	231.25
82.	177/1/82	Residential Plot	231.25
83.	177/1/83	Residential Plot	231.25
84.	177/1/84	Residential Plot	223.77
85.	177/1/85	Residential Plot	271.26
86.	177/1/86	Residential Plot	237.50
87.	177/1/87	Residential Plot	237.50
88.	177/1/88	Residential Plot	237.50
89.	177/1/89	Residential Plot	237.50

90.	177/1/90	Residential Plot	237.50
91.	177/1/91	Residential Plot	237.50
92.	177/1/92	Residential Plot	237.50
93.	177/1/93	Residential Plot	237.50
94.	177/1/94	Residential Plot	237.50
95.	177/1/95	Residential Plot	269.29
96.	177/1/96	Residential Plot	283.67
97.	177/1/97	Residential Plot	250.00
98.	177/1/98	Residential Plot	250.00
99.	177/1/99	Residential Plot	250.00
100.	177/1/100	Residential Plot	250.00
101.	177/1/101	Residential Plot	250.00
102.	177/1/102	Residential Plot	250.00
103.	177/1/103	Residential Plot	250.00
104.	177/1/104	Residential Plot	250.00
105.	177/1/105	Residential Plot	250.00
106.	177/1/106	Residential Plot	296.54
107.	177/1/107	Residential Plot	471.72
108.	177/1/108	Residential Plot	550.51
109.	177/1/109	Residential Plot	791.36
110.	177/1/110	Residential Plot	10769.90
111.	177/1/111	Residential Plot	574.12
112.	177/1/112	Residential Plot	573.35
113.	177/1/113	Residential Plot	572.63
114.	177/1/114	Residential Plot	571.71
115.	177/1/115	Residential Plot	801.33
116.	177/1/116	Residential Plot	640.83
117.	177/1/117	Residential Plot	594.96
118.	177/1/118	Residential Plot	593.59

119.	177/1/119	Residential Plot	592.23
120.	177/1/120	Residential Plot	590.87
121.	177/1/121	Residential Plot	280.05
122.	177/1/122	Residential Plot	318.83
123.	177/1/123	Residential Plot	318.83
124.	177/1/124	Residential Plot	318.83
125.	177/1/125	Residential Plot	318.83
126.	177/1/126	Residential Plot	318.83
127.	177/1/127	Residential Plot	318.83
128.	177/1/128	Residential Plot	365.17
129.	177/1/129	Residential Plot	615.09
130.	177/1/130	Residential Plot	628.77
131.	177/1/131	Residential Plot	629.97
132.	177/1/132	Residential Plot	630.68
133.	177/1/133	Residential Plot	631.94
134.	177/1/134	Residential Plot	632.87
135.	177/1/135	Residential Plot	633.93
136.	177/1/136	Residential Plot	634.96
137.	177/1/137	Residential Plot	635.99
138.	177/1/138	Residential Plot	637.02
139.	177/1/139	Residential Plot	638.05
140.	177/1/140	Residential Plot	5221.08
141.	177/1/141	Residential Plot	639.55
142.	177/1/142	Residential Plot	527.01
143.	177/1/143	Residential Plot	407.69
144.	177/1/144	Residential Plot	375.43
145.	177/1/145	Residential Plot	652.53
146.	177/1/146	Residential Plot	515.28
147.	177/1/147	Residential Plot	591.35

148.	177/1/148	Residential Plot	682.15
149.	177/1/149	Residential Plot	626.50
150.	177/1/150	Residential Plot	456.16
151.	177/1/151	Residential Plot	234.14
152.	177/1/152	Residential Plot	361.04
153.	177/1/153	Residential Plot	200.00
154.	177/1/154	Residential Plot	200.00
155.	177/1/155	Residential Plot	200.00
156.	177/1/156	Residential Plot	200.00
157.	177/1/157	Residential Plot	200.00
158.	177/1/158	Residential Plot	200.00
159.	177/1/159	Residential Plot	200.00
160.	177/1/160	Residential Plot	200.00
161.	177/1/161	Residential Plot	200.00
162.	177/1/162	Residential Plot	200.00
163.	177/1/163	Residential Plot	200.00
164.	177/1/164	Residential Plot	200.00
165.	177/1/165	Residential Plot	200.00
166.	177/1/166	Residential Plot	200.00
167.	177/1/167	Residential Plot	233.04
168.	177/1/168	Residential Plot	393.01
169.	177/1/169	Residential Plot	373.88
170.	177/1/170	Residential Plot	400.47
171.	177/1/171	Residential Plot	361.94
172.	177/1/172	Residential Plot	328.94
173.	177/1/173	Residential Plot	335.50
174.	177/1/174	Residential Plot	315.91
175.	177/1/175	Residential Plot	438.18
176.	177/1/176	Residential Plot	379.14

177.	177/1/177	Residential Plot	393.61
178.	177/1/178	Residential Plot	344.70
179.	177/1/179	Residential Plot	305.67
180.	177/1/180	Residential Plot	262.19
181.	177/1/181	Residential Plot	279.40
182.	177/1/182	Residential Plot	274.71
183.	177/1/183	Residential Plot	288.26
184.	177/1/184	Residential Plot	267.55
185.	177/1/185	Residential Plot	290.15
186.	177/1/186	Residential Plot	305.05
187.	177/1/187	Residential Plot	305.51
188.	177/1/188	Residential Plot	252.24
189.	177/1/189	Residential Plot	236.05
190.	177/1/190	Residential Plot	223.04
191.	177/1/191	Residential Plot	219.49
192.	177/1/192	Residential Plot	210.79
193.	177/1/193	Residential Plot	201.64
194.	177/1/194	Residential Plot	228.68
195.	177/1/195	Residential Plot	221.94
196.	177/1/196	Residential Plot	235.94
197.	177/1/197	Residential Plot	268.04
198.	177/1/198	Residential Plot	257.19
199.	177/1/199	Residential Plot	262.77
200.	177/1/200	Residential Plot	297.77
201.	177/1/201	Residential Plot	221.71
202.	177/1/202	Residential Plot	242.62
203.	177/1/203	Residential Plot	240.83
204.	177/1/204	Residential Plot	233.25
205.	177/1/205	Residential Plot	222.70

206.	177/1/206	Residential Plot	227.41
207.	177/1/207	Residential Plot	221.61
208.	177/1/208	Residential Plot	228.48
209.	177/1/209	Residential Plot	222.39
210.	177/1/210	Residential Plot	376.28
211.	177/1/211	Residential Plot	214.93
212.	177/1/212	Residential Plot	337.29
213.	177/1/213	Residential Plot	406.30
214.	177/1/214	Residential Plot	438.33
215.	177/1/215	Residential Plot	438.17
216.	177/1/216	Residential Plot	405.08
217.	177/1/217	Residential Plot	341.33
218.	177/1/218	Residential Plot	286.14
219.	177/1/219	Residential Plot	251.65
220.	177/1/220	Residential Plot	235.80
221.	177/1/221	Residential Plot	237.22
222.	177/1/222	Residential Plot	253.37
223.	177/1/223	Residential Plot	274.88
224.	177/1/224	Residential Plot	301.21
225.	177/1/225	Residential Plot	261.02
226.	177/1/226	Residential Plot	233.48
227.	177/1/227	Residential Plot	232.22
228.	177/1/228	Residential Plot	233.08
229.	177/1/229	Residential Plot	417.48
230.	177/1/230	Residential Plot	528.92
231.	177/1/231	Residential Plot	238.57
232.	177/1/232	Residential Plot	236.29
233.	177/1/233	Residential Plot	236.35
234.	177/1/234	Residential Plot	247.33

235.	177/1/235	Residential Plot	285.06
236.	177/1/236	Residential Plot	333.11
237.	177/1/237	Residential Plot	358.23
238.	177/1/238	Residential Plot	362.72
239.	177/1/239	Residential Plot	354.86
240.	177/1/240	Residential Plot	334.56
241.	177/1/241	Residential Plot	301.44
242.	177/1/242	Residential Plot	331.88
243.	177/1/243	Residential Plot	452.46
244.	177/1/244	Residential Plot	320.25
245.	177/1/245	Residential Plot	320.25
246.	177/1/246	Residential Plot	456.16
247.	177/1/247	Residential Plot	410.16
248.	177/1/248	Residential Plot	366.78
249.	177/1/249	Residential Plot	392.71
250.	177/1/250	Residential Plot	685.88
251.	177/1/251	Residential Plot	292.96
252.	177/1/252	Residential Plot	226.54
253.	177/1/253	Residential Plot	245.74
254.	177/1/254	Residential Plot	246.23
255.	177/1/255	Residential Plot	455.59
256.	177/1/256	Residential Plot	419.36
257.	177/1/257	Residential Plot	448.71
258.	177/1/258	Residential Plot	654.22
259.	177/1/259	Residential Plot	722.36
260.	177/1/260	Residential Plot	439.80
261.	177/1/261	Residential Plot	274.86
262.	177/1/262	Residential Plot	286.51
263.	177/1/263	Residential Plot	286.96

264.	177/1/264	Residential Plot	262.86
265.	177/1/265	Residential Plot	448.95
266.	177/1/266	Residential Plot	416.87
267.	177/1/267	Residential Plot	437.88
268.	177/1/268	Residential Plot	429.74
269.	177/1/269	Residential Plot	410.95
270.	177/1/270	Residential Plot	435.77
271.	177/1/271	Residential Plot	943.57
272.	177/1/272	Residential Plot	640.83
273.	177/1/273	Residential Plot	530.41
274.	177/1/274	Residential Plot	446.96
275.	177/1/275	Residential Plot	469.03
276.	177/1/276	Residential Plot	406.69
277.	177/1/277	Residential Plot	449.35
278.	177/1/278	Residential Plot	490.90
279.	177/1/279	Residential Plot	417.68
280.	177/1/280	Residential Plot	315.25
281.	177/1/281	Residential Plot	393.04
282.	177/1/282	Residential Plot	424.19
283.	177/1/283	Residential Plot	458.10
284.	177/1/284	Residential Plot	420.29
285.	177/1/285	Residential Plot	431.73
286.	177/1/286	Residential Plot	555.51
287.	177/1/287	Residential Plot	474.39
288.	177/1/288	Residential Plot	393.96
289.	177/1/289	Residential Plot	581.80
290.	177/1/290	Residential Plot	395.78
291.	177/1/291	Residential Plot	343.16
292.	177/1/292	Residential Plot	328.05

293.	177/1/293	Residential Plot	326.08
294.	177/1/294	Residential Plot	305.04
295.	177/1/295	Residential Plot	300.79
296.	177/1/296	Residential Plot	250.64
297.	177/1/297	Residential Plot	309.00
298.	177/1/298	Residential Plot	247.27
299.	177/1/299	Residential Plot	207.33
300.	177/1/300	Residential Plot	200.04
301.	177/1/301	Residential Plot	192.75
302.	177/1/302	Residential Plot	185.46
303.	177/1/303	Residential Plot	173.96
304.	177/1/304	Residential Plot	203.80
305.	177/1/305	Residential Plot	216.20
306.	177/1/306	Residential Plot	223.42
307.	177/1/307	Residential Plot	230.61
308.	177/1/308	Residential Plot	237.80
309.	177/1/309	Residential Plot	284.87
310.	177/1/310	Residential Plot	388.70
311.	177/1/311	Residential Plot	382.04
312.	177/1/312	Residential Plot	367.15
313.	177/1/313	Residential Plot	353.32
314.	177/1/314	Residential Plot	332.89
315.	177/1/315	Residential Plot	322.90
316.	177/1/316	Residential Plot	348.01
317.	177/1/317	Residential Plot	364.90
318.	177/1/318	Residential Plot	380.73
319.	177/1/319	Residential Plot	380.53
320.	177/1/320	Residential Plot	272.42
321.	177/1/321	Residential Plot	192.54

322.	177/1/322	Residential Plot	192.54
323.	177/1/323	Residential Plot	192.54
324.	177/1/324	Residential Plot	192.54
325.	177/1/325	Residential Plot	192.54
326.	177/1/326	Residential Plot	192.54
327.	177/1/327	Residential Plot	192.54
328.	177/1/328	Residential Plot	192.54
329.	177/1/329	Residential Plot	192.54
330.	177/1/330	Residential Plot	192.54
331.	177/1/331	Residential Plot	192.54
332.	177/1/332	Residential Plot	182.34
333.	177/1/333	Residential Plot	185.33
334.	177/1/334	Residential Plot	192.54
335.	177/1/335	Residential Plot	192.54
336.	177/1/336	Residential Plot	192.54
337.	177/1/337	Residential Plot	192.54
338.	177/1/338	Residential Plot	192.54
339.	177/1/339	Residential Plot	192.54
340.	177/1/340	Residential Plot	192.54
341.	177/1/341	Residential Plot	192.54
342.	177/1/342	Residential Plot	192.54
343.	177/1/343	Residential Plot	192.54
344.	177/1/344	Residential Plot	340.99
345.	177/1/345	Residential Plot	288.00
346.	177/1/346	Residential Plot	199.90
347.	177/1/347	Residential Plot	200.18
348.	177/1/348	Residential Plot	200.46
349.	177/1/349	Residential Plot	200.74
350.	177/1/350	Residential Plot	201.02

351.	177/1/351	Residential Plot	201.30
352.	177/1/352	Residential Plot	201.58
353.	177/1/353	Residential Plot	201.86
354.	177/1/354	Residential Plot	202.14
355.	177/1/355	Residential Plot	195.02
356.	177/1/356	Residential Plot	189.95
357.	177/1/357	Residential Plot	197.95
358.	177/1/358	Residential Plot	198.23
359.	177/1/359	Residential Plot	198.51
360.	177/1/360	Residential Plot	198.79
361.	177/1/361	Residential Plot	199.07
362.	177/1/362	Residential Plot	199.65
363.	177/1/363	Residential Plot	199.63
364.	177/1/364	Residential Plot	199.91
365.	177/1/365	Residential Plot	325.20
366.	177/1/366	Residential Plot	192.45
367.	177/1/367	Residential Plot	200.04
368.	177/1/368	Residential Plot	200.04
369.	177/1/369	Residential Plot	200.04
370.	177/1/370	Residential Plot	200.04
371.	177/1/371	Residential Plot	200.04
372.	177/1/372	Residential Plot	200.04
373.	177/1/373	Residential Plot	200.04
374.	177/1/374	Residential Plot	200.04
375.	177/1/375	Residential Plot	200.04
376.	177/1/376	Residential Plot	200.04
377.	177/1/377	Residential Plot	200.04
378.	177/1/378	Residential Plot	200.04
379.	177/1/379	Residential Plot	356.71

380.	177/1/380	Residential Plot	440.91
381.	177/1/381	Residential Plot	200.04
382.	177/1/382	Residential Plot	200.04
383.	177/1/383	Residential Plot	200.04
384.	177/1/384	Residential Plot	200.04
385.	177/1/385	Residential Plot	200.04
386.	177/1/386	Residential Plot	200.04
387.	177/1/387	Residential Plot	200.04
388.	177/1/388	Residential Plot	200.04
389.	177/1/389	Residential Plot	200.04
390.	177/1/390	Residential Plot	200.04
391.	177/1/391	Residential Plot	193.08
392.	177/1/392	Residential Plot	185.30
393.	177/1/393	Residential Plot	192.54
394.	177/1/394	Residential Plot	192.54
395.	177/1/395	Residential Plot	192.54
396.	177/1/396	Residential Plot	192.54
397.	177/1/397	Residential Plot	192.54
398.	177/1/398	Residential Plot	192.54
399.	177/1/399	Residential Plot	192.54
400.	177/1/400	Residential Plot	192.54
401.	177/1/401	Residential Plot	332.97
402.	177/1/402	Residential Plot	424.15
403.	177/1/403	Residential Plot	192.54
404.	177/1/404	Residential Plot	192.54
405.	177/1/405	Residential Plot	192.54
406.	177/1/406	Residential Plot	192.54
407.	177/1/407	Residential Plot	192.54
408.	177/1/408	Residential Plot	192.54

409.	177/1/409	Residential Plot	181.58
410.	177/1/410	Residential Plot	728.38
411.	177/1/411	Residential Plot	184.56
412.	177/1/412	Residential Plot	185.00
413.	177/1/413	Residential Plot	185.00
414.	177/1/414	Residential Plot	185.00
415.	177/1/415	Residential Plot	185.00
416.	177/1/416	Residential Plot	185.00
417.	177/1/417	Residential Plot	185.00
418.	177/1/418	Residential Plot	185.00
419.	177/1/419	Residential Plot	465.25
420.	177/1/420	Residential Plot	302.48
421.	177/1/421	Residential Plot	411.90
422.	177/1/422	Residential Plot	324.74
423.	177/1/423	Residential Plot	208.28
424.	177/1/424	Residential Plot	198.33
425.	177/1/425	Residential Plot	205.76
426.	177/1/426	Residential Plot	217.23
427.	177/1/427	Residential Plot	215.70
428.	177/1/428	Residential Plot	211.04
429.	177/1/429	Residential Plot	340.67
430.	177/1/430	Residential Plot	271.24
431.	177/1/431	Residential Plot	290.85
432.	177/1/432	Residential Plot	310.46
433.	177/1/433	Residential Plot	330.07
434.	177/1/434	Residential Plot	542.49
435.	177/1/435	Residential Plot	710.06
436.	177/1/436	Residential Plot	366.41
437.	177/1/437	Residential Plot	285.39

438.	177/1/438	Residential Plot	463.91
439.	177/1/439	Residential Plot	443.87
440.	177/1/440	Residential Plot	584.30
441.	177/1/441	Residential Plot	270.29
442.	177/1/442	Residential Plot	284.18
443.	177/1/443	Residential Plot	296.65
444.	177/1/444	Residential Plot	308.88
445.	177/1/445	Residential Plot	630.37
446.	177/1/446	Residential Plot	285.48
447.	177/1/447	Residential Plot	251.06
448.	177/1/448	Residential Plot	252.68
449.	177/1/449	Residential Plot	250.19
450.	177/1/450	Residential Plot	244.61
451.	177/1/451	Residential Plot	239.02
452.	177/1/452	Residential Plot	233.44
453.	177/1/453	Residential Plot	220.19
454.	177/1/454	Residential Plot	310.84
455.	177/1/455	Residential Plot	374.23
456.	177/1/456	Residential Plot	421.35
457.	177/1/457	Residential Plot	404.50
458.	177/1/458	Residential Plot	356.05
459.	177/1/459	Residential Plot	337.55
460.	177/1/460	Residential Plot	429.75
461.	177/1/461	Residential Plot	405.19
462.	177/1/462	Residential Plot	360.05
463.	177/1/463	Residential Plot	383.11
464.	177/1/464	Residential Plot	346.84
465.	177/1/465	Residential Plot	229.07
466.	177/1/466	Residential Plot	244.80

467.	177/1/467	Residential Plot	313.96
468.	177/1/468	Residential Plot	276.31
469.	177/1/469	Residential Plot	285.47
470.	177/1/470	Residential Plot	294.63
471.	177/1/471	Residential Plot	303.78
472.	177/1/472	Residential Plot	259.14
473.	177/1/473	Residential Plot	284.34
474.	177/1/474	Residential Plot	340.42
475.	177/1/475	Residential Plot	385.23
476.	177/1/476	Residential Plot	270.64
477.	177/1/477	Residential Plot	265.20
478.	177/1/478	Residential Plot	265.20
479.	177/1/479	Residential Plot	265.20
480.	177/1/480	Residential Plot	265.20
481.	177/1/481	Residential Plot	265.20
482.	177/1/482	Residential Plot	260.81
483.	177/1/483	Residential Plot	238.22
484.	177/1/484	Residential Plot	365.57
485.	177/1/485	Residential Plot	344.90
486.	177/1/486	Residential Plot	346.31
487.	177/1/487	Residential Plot	347.72
488.	177/1/488	Residential Plot	349.13
489.	177/1/489	Residential Plot	550.38
490.	177/1/490	Amenity Area 1	44037.79
491.	177/1/491	Amenity Area 2	3068.48
492.	177/1/492	Amenity Area 3	6921.10
493.	177/1/493	Park (Bagicha)	7386.92
494.	177/1/494	Park (Bagicha)	1904.46
495.	177/1/495	Park (Bagicha)	2786.93

496.	177/1/496	Park (Bagicha)	5000.52
497.	177/1/497	Garden (Udyaan)	488.33
498.	177/1/498	Garden (Udyaan)	875.79
499.	177/1/499	Garden (Udyaan)	1795.60
500.	177/1/500	Garden (Udyaan)	2231.44
501.	177/1/501	Garden (Udyaan)	1333.82
502.	177/1/502	Garden (Udyaan)	2631.11
503.	177/1/503	Garden (Udyaan)	1041.99
504.	177/1/504	Playground (Kridangan)	7018.25
505.	177/1/505	Playground (Kridangan)	2506.45
506.	177/1/506	STP 1	739.33
507.	177/1/507	STP 2	419.52
508.	177/1/508	GWP 1	399.67
509.	177/1/509	GWP 2	425.87
510.	177/1/510	Landscape 1	1599.43
511.	177/1/511	Internal Road	72,675.82
		Existing Road	6964.59
512.	177/1/512	Nala	6148.97
		TOTAL	3,55,053.00

THE THIRD SCHEDULE ABOVE REFERERED TO

(Description of the said Identified Plots)

Sr. No.	Plot No.	Purpose	Area (in square meters)
1.	177/1/490	Amenity Area 1	44037.79
2.	177/1/491	Amenity Area 2	3068.48
3.	177/1/492	Amenity Area 3	6921.10

4.	177/1/493	Park (Bagicha)	7386.92
5.	177/1/494	Park (Bagicha)	1904.46
6.	177/1/495	Park (Bagicha)	2786.93
7.	177/1/496	Park (Bagicha)	5000.52
8.	177/1/497	Garden (Udyaan)	488.33
9.	177/1/498	Garden (Udyaan)	875.79
10.	177/1/499	Garden (Udyaan)	1795.60
11.	177/1/500	Garden (Udyaan)	2231.44
12.	177/1/501	Garden (Udyaan)	1333.82
13.	177/1/502	Garden (Udyaan)	2631.11
15.	177/1/503	Garden (Udyaan)	1041.99
16.	177/1/504	Playground (Kridangan)	7018.25
17.	177/1/505	Playground (Kridangan)	2506.45
18.	177/1/511	Internal Road	72677.92 out of 79,640.41
19.	177/1/512	Nala	6148.97

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

(Details of the Whole Project Amenities)

1. Access Roads
2. Internal Roads
3. Sub-Station
4. Gardens
5. Parks
6. Playgrounds

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

(Details of the Real Estate Project Amenities)

1. Club House
2. Gardens

3. Children's Play Park
4. Sewage Treatment Plant
5. Storm Water Drains and drainage
6. GWP

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO
(“Meaning of the Terms and Expressions defined in this Agreement”)

Sr. No.	Terms and Expressions	Meaning
1.	Name, address and email of the Promoter for the purposes of this Agreement	Name: KEYSTONE REALTORS LIMITED Address: 702, Natraj, MV Road Junction, Western Express Highway, Andheri (East), Mumbai – 400069 Email:
2.	Name, address and email of the Allottee for the purposes of this Agreement	Name: Address: Email:
3.	The said Plot	Open individual residential Plot No. _____ having total area admeasuring approximately _____ square feet equivalent to _____ square meters; and
4.	Assigned FSI	_____
5.	Real Estate Project/ Whole Project	“Rustomjee Belle Vie”
6.	RERA Certificate	Certificate bearing no. _____ dated _____, 2024.
7.	The Sale Consideration	Rs. _____/- (Rupees _____)
8.	Name of the Account for payment of Sale Consideration	_____ Account No. _____ Bank _____ IFSC Code: _____

9.	Possession Date	31 st Dec 2027
10.	Permanent Account Number	The Promoter PAN: AAACK2499Q Allottee PAN:
11.	Nominee	

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO

(Schedule of the payment of the Sale Consideration)

Particulars	Payment Due
Part A	
Token/Part of application fee	Rs.1,00,000/-
Balance application fee within <u>15</u> (fifteen) days of receipt of token	9.9% (not exceeding 10%)
Part B	
Within 30 (thirty) days from execution of this agreement	10.1%
On completion of marking and numbering of the said Plot	20%
On completion of WBM Road	20%
On completion of RCC road till the said Plot	20%
On Possession	20%
Total	100.0%

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO

(Schedule of description of the Other Charges)

PART A		
Sr.No.	Particulars	Amounts
1.	Legal Charges	Rs. _____/-
2.	Society Formation Charges	Rs. _____/-
3.	Charges towards installation of Electric Meter, Water Meter	Rs. _____/-
4.	Club House Membership Charges	Rs. _____/-
5.	NA Charges as levied by the government authorities	Rs. _____/-
	Total	Rs.
PART B		
Sr.No.	Particulars	Amounts

1.	Share Application and Entrance Fees of the said Society	Rs. _____/-
2.	Proportionate Maintenance/ Outgoing Charges for 24 (twenty four) months	Rs. _____/-

<p>SIGNED AND DELIVERED by the within) named 'Promoter' i.e. KEYSTONE) REALTORS LIMITED through hands of) its Director/Authorized Signatory Mr.) _____ duly authorised vide) Resolution passed at the meeting of the) Board of Director of the Company held on) _____) in the presence of...)</p> <p>1.</p> <p>2.</p>	
<p>SIGNED AND DELIVERED BY THE within named Allottee «Name1» «Name_2» through its Authorised Signatory/Partner Mr/Mrs _____ in the presence of ...</p> <p>1.</p> <p>2.</p>	

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 **KEYSTONE REALTORS LIMITED**

(_____)

Authorized Signatory

Witnesses:

1.

2.

SIGNED AND DELIVERED BY THE

within named **Allottee**

«Name1»

«Name_2»

through its Authorised Signatory/Partner

Mr/Mrs _____

in the presence of ...

1.

2.

ANNEXURE “A”

(Plan of the said Land)

- Boundary of the said land in red line
 - 489 plots in black line
 - Whole Project Amenities in blue hatch
 - Access Road in brown wash
- High Tension Power Line along with buffer in ____ colour
 - Water well in ____ colour

ANNEXURE “B”

(Order bearing No. Revenue/R-1/Final Drawing/Mokhavane/177101 Tal. Shahapur/SR-59/23 dated 22nd March, 2024 issued by the Collector, Thane and the Tahsildar (Revenue) Collector Office, Thane)

Annexure “C1” and “C2”

Plans sanctioned by the Additional Director of Town Planning, Thane

ANNEXURE “D”

Mutation Entry No.2698 dated 20th April 2024

ANNEXURE “E1”

8-A Extract (*Khate Utaara*) bearing No. 548

ANNEXURE “E2”

8-A Extract (*Khate Utaara*) bearing No. 549

ANNEXURE “E3”

8-A Extract (*Khate Utaara*) bearing No. 550

ANNEXURE “F”

RERA Certificate

ANNEXURE “G”

Title Certificate

ANNEXURE “H”

Plan of the said Plot

(in thick black boundary alongwith location on the said Land)

ANNEXURE “I”

7/12 Extract of the said Plot

Draft CUS