

ALLOTMENT LETTER

To,

Date : _____

Sub :- Reservation of allotment for Flat No. _____ on ___ floor in **T5-VALENTINE** at **RUNWAL ANTHURIUM Old Gabriel Factory, L B S Marg, Mulund West** ('said Flat').

Dear Sir/Madam,

1. We thank you for your keen interest to purchase Flat No. _____ on the ___ floor admeasuring approximately _____ sq.ft. Carpet area, along with _____ **Covered Car Parking** in the proposed building/Tower (**T5-VALENTINE**) in the project known as “**RUNWAL ANTHURIUM**”.

2. Pursuant to your request, we hereby inform you that we are agreeable to reserve the said Flat for you, subject to you making timely payment as per the payment schedule mentioned in clause 5 hereinbelow and subject to the plans as sanctioned by MCGM and subject to the terms and conditions mentioned herein. In the event of any changes as per the Government rules and regulations, the revision and the impact thereof on the said property shall be communicated to you.

3. The sale consideration of the said Flat is **Rs. _____/- (Rupees _____ Only)**. In addition to the sale consideration you shall also be required to pay service tax, VAT, cess and other taxes as applicable from time to time. We confirm having received a sum of **Rs. _____/-** as a token of your intent to reserve the allotment and **Rs. _____/-** towards Service Tax. The balance payment of **Rs. _____/** and the applicable taxes shall be paid by you as per the payment schedule mentioned in clause 5 herein below.

4. You have made the following representations and warranties and on the basis of the same we are agreeable to reserve the said Flat:
- a. You are not prohibited from acquiring the said Flat under any law or otherwise,
 - b. You have not been declared and/ or adjudged to be an insolvent, bankrupt, etc. and / or ordered to be wound up, as the case may be,
 - c. No receiver and/or liquidator and/or official assignee or any person is appointed in your case or for all or any of your assets and/ or properties,
 - d. None of your assets/ properties are attached and/ or no notice of attachment has been received under any law, regulation, statute, etc.
 - e. You have not received any notice from either the State or the Central Government of India and/ or from abroad for your involvement in any money laundering or any illegal activity and/ or declaring you to be a proclaimed offender and/or no warrant is/ has been issued against you,
 - f. No execution or other similar process is issued and/or levied against you and/ or against any of your assets and properties,
 - g. You are not convicted of any offence involving moral turpitude and/ or sentenced to imprisonment for any offence for a period of not less than six months,
 - h. You are aware that the carpet area of the said Flat mentioned herein is approximate and measured on a bare shell basis, which area is also indicated in the approved plan and the actual carpet area of the said Flat upon completion of construction may vary up to 3% (approx).
 - i. You have inspected all documents and details pertaining to the real estate project to your satisfaction including but not limited to the title documents in respect of the project land, sanction plans, layout plans, building permissions, etc.

We have allotted the said Flat to you in reliance of the accuracy of the above representations and warranties which we consider and you agree and consent to be an important and integral part of this transaction

5. Payment Schedule is as below :
- a) 9% on or before issuing this letter,

- b) 20% on intimation of commencement of Plinth work,
- c) 50 % on intimation of commencement of slabs (Divided in to total no. of Slabs. Demand will be sent for two slabs together on commencement of the first slab),
- d) 4% on intimation of commencement of Brick Work,
- e) 4% on intimation of commencement of internal plaster,
- f) 4% on intimation of commencement of external plaster,
- g) 3% on intimation of commencement of the flooring work,
- h) 3% on intimation of commencement of the door & windows work, and
- i) 3% on possession.

6. In case you propose to commence furnishing of the said Flat prior to possession being offered to you, then we may grant you such permission subject to your payment of entire sale price, interest (if any), taxes, deposits and other outstanding dues for the said Flat.

7. It has been agreed that the timely payment of all amounts demanded by us from time to time towards the progress of the project is of prime essence. You have confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced shall be sufficient proof to that effect. However, it is agreed by you that failure to receive notice from us requiring such payment shall not be a plea or an excuse for non payment of any amount on their respective due dates. It is also been agreed that in case of any cheque getting bounced during the payment of any installment/s, we shall be inter alia, entitled to forthwith cancel the reservation of the Flat in your favour and all amounts paid by you shall stand forfeited. We shall be further entitled to pursue any legal remedy .

8. Any notice with respect to this allotment letter shall be validly served upon you if sent by any one of the following mediums:

By Email to:

By Post to:

All communications addressed to me/ us at the given addresses shall be deemed to be received by me/ us whether the same is acknowledged or not. I / We undertake that any change in address will have to be notified in writing to Promoter at its registered office and acknowledgment obtained for such change.

9. In addition to the above you shall pay the charges/ deposits as and when demanded towards:- Club Membership Charges, legal charges, share money application fee, entrance fee, formation and registration of Society/Condominium, society maintenance, proportionate share of property taxes for building under construction, debris charges, Infrastructures development Charge and any other charges that are applicable which will be over and above the sale consideration of the said Flat.

10. It is expressly agreed, consented and accepted by you that you will not have any right, title, interest, claim, etc . on the said Flat and you will not be entitled to occupy and we shall not be liable to hand over occupation / possession of the said Flat unless you pay the entire sale consideration, alongwith interest (if any), taxes, deposits and other outstanding dues for the said Flat.

11. It is further expressly agreed, consented and accepted by you that we shall be at the liberty to sell, assign, transfer mortgage or otherwise deal with our right, title and interest in the said Property and/ or the building/s being constructed/to be constructed thereon.

12. You have agreed and consented that you will not be entitled to transfer, assign, license, mortgage, charge, lien, encumber or create any right under this letter, without our prior written consent.

13. This reservation of allotment is subject to terms and condition set out in the sale agreement which shall be executed and registered within 30 days of being called upon by us to do so.. The said Agreement shall be executed and registered under the provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, 1963 and/or the Real Estate (Regulation and Development) Act, 2016 or any other law as may be applicable at the relevant time.

14. We reserve the sole right to make any addition, modification, changes, alteration and reduction, etc. in the said flat as per the direction of the Thane Municipal Corporation (MCGM) and/ or any other such authority from time to time or as required by various rules and regulations which shall be informed to you.

15. Notwithstanding anything contained under this letter you have expressly agreed, accepted and confirmed to pay/ reimburse to us immediately as and when demanded by us and/ or to the appropriate authorities all the present/ future/ revised/ new property/ Municipal Tax, Service Tax, Education Cess, M-VAT, W.C.T Tax and/ or any other levies, taxes, cess, surcharge, dues, duties, including 1% TDS, etc. which may be called or demanded under name or terminology or may become payable due to any change/ amendment in the existing laws, policies, rules or due to implementation/ enactment of any new laws/ rules by the Local Bodies, State Government, Central Government or by any other Competent Authorities. You shall pay such amount in additions to any amount mentioned under the agreement/ letter or otherwise.

16. It is further agreed that in case of delay/ default in making payment of the service tax amount demanded/ payable, we shall be entitled to, without prejudice to any other rights or remedies available with us, adjust the unpaid service tax amount along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from you.

17. It is agreed that you shall make payments due to us immediately as per the terms of the demand letters. If the due payments are not made as per the terms mentioned in the demand letters, you shall be required to pay the demanded amount with interest at the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, until realization of the cheques / payment. In the event you fail to make payment, this reservation / shall automatically stand cancelled, rescinded/ revoked without any further notice and amount paid by you till then shall stand forfeited as and by way of liquidated damages for cost and opportunity cost and we will be at liberty to sell or dispose the said Flat to any third party without any reference from you. The above remedy shall be without prejudice to any other right or remedy available to us against you.

18. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. of **RUNWAL ANTHURIUM** and you agree to grant your consent thereto. You shall not withhold your consent for any such change, alteration, amendment to the layout plans, designs, elevation, etc so long as we have made available the layout plans, designs and elevations, etc to you either at our office or on the website of the Authority. Further, we shall not be required to obtain your consent in the following events:

- a. any minor additions or alterations.
- b. any addition or alterations to any club house, common areas, amenities, etc.
- c. any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government

19. It is mutually agreed that the consideration with respect to the said Flat is based on the consent provided by you in this letter including Clause 17 hereinabove and all further consents that you will be required to provide under the Agreement for Sale. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout plans, designs, elevations, etc, the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.

20. It is mutually agreed that upon termination/ cancellation of the reservation of allotment of the said premises, the entire amount paid by you shall be forfeited by us and you shall have no right/ claim against the said Flat / Project or the Promoter.

21. You agree that in case you are an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, you shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.

22. All the terms and conditions mentioned herein and in the sale Agreement shall be binding on

you and you confirm that this allotment is the basis of commercial understanding between us.

23. In case of any inconsistency between the provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.

24. This Letter of Allotment is subject to the terms and conditions of the sale agreement.

Please sign this letter as a token of your express consent and acceptance of all terms and conditions as stated herein above.

Thank you and assuring you of our best services at all times.

Yours Faithfully,

For RUNWAL DEVELOPERS PRIVATE LIMITED

Authorised Signatory

I / We hereby have read, understood & agreed and consented to all the above terms and conditions and accept the same.

1.

2.

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT (“the said Agreement”) made at Mumbai on this _____ day of _____ in the Christian year Two Thousand and _____

BETWEEN

RUNWAL DEVELOPERS PRIVATE LIMITED (PAN NO. AAACR0395J) a company incorporated under the Companies Act. 1956 and having its registered office at 5th floor, Runwal & Omkar Esquare, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (East), Mumbai-400 022 represented by its Authorized Signatory Mr. _____ (Aadhar no. _____) authorized vide Board Resolution dated _____ hereinafter referred to as the **“PROMOTER / OWNER”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **ONE PART**;

AND

“THE PURCHASER/S” as mentioned in **“Annexure E”** annexed hereto (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their respective heirs, executors, administrators, successors and permitted assigns) of the **OTHER PART**.

The Owner and the Purchaser/s shall hereinafter collectively be referred to as the ‘Parties’ and individually as the ‘Party’.

WHEREAS :-

- a) By an Indenture dated 25th January 1964 executed between Jagdishrai Puri of the one part and Gabriel India Limited (hereinafter referred to as ‘GIL’) of the other part, Jagdishrai Puri sold, conveyed and transferred in favour of GIL all his right, title, interest, claim and benefit etc. in respect of the piece and parcel of land or ground situate lying and being on the

Mumbai-Agra Road in Mulund in Greater Mumbai District and Mumbai Sub-District Bandra Mumbai, admeasuring total 13,000 sq. yards or thereabouts bearing part of Survey Nos. 304 (admeasuring 7192 sq. yds or thereabout) and 305 (admeasuring 5808 sq. yards or thereabout) (hereinafter referred to as **“the First Property”**) for the consideration and upon such terms and conditions as therein mentioned. The said Indenture dated 25th January 1964 has been registered with the Sub-Registrar of Assurances at Bandra under Serial No.764 of 1964.

- b) By an Indenture dated 31st May 1966 executed between Deepchand Anand of the first part (i) Dharamchand Anand (ii) Jagdish Anand (iii) Kuldipchand Anand (iv) Satishchand Aanand (v) Kiran Deepachand Anand (vi) Chanan Kanta Dharamchand Anand as the Confirming Parties of the second part and GIL of the third part, Deepchand Anand sold, conveyed and transferred and Dharamchand Anand and Ors confirmed in favour of GIL all their right, title, interest, claim and benefit etc. in respect of the piece and parcel of land or ground together with all the structures standing thereon situate, lying and being on the Mumbai Agra Road in Mulund in Greater Mumbai Suburban District and District Mumbai admeasuring 15,828 sq. yards or thereabouts in Survey No. 304 then bearing CTS Nos. 884 (part), 884/1 to 884/7 (hereinafter referred to as **“the Second Property”**) for the consideration and upon the terms and conditions as therein mentioned. The said Indenture dated 31st May 1966 has been registered with the Sub-Registrar of Assurances at Mumbai, under Serial No.3337 of 1966.
- c) By an Indenture dated 31st May 1973 executed between Victor Gaskets Limited of the one part and GIL of the other part, Victor Gaskets Limited sold, conveyed and transferred in favour of GIL all their right, title, interest, claim and benefit etc. in respect of the (i) piece and parcel of land or ground situate, lying and being on the Agra Road (now known as Lal Bahadur Shastri Marg) in Mumbai, in Mulund in Greater Mumbai Sub-District and District Mumbai City and Mumbai Suburban admeasuring 2,508.39 sq. metres equivalent to 3,000 sq. yards or thereabouts bearing part of Survey No.304, City Survey No.884(part), 884/8(part) and 884/9 together with buildings standing thereon (hereinafter referred to as **“the Third Property”**) (ii) piece and parcel of land situate on the Agra Road (now known as Lal Bahadur Shastri Marg) in Mulund in Greater Mumbai Sub-District and District Mumbai

City and Mumbai Suburban being part of Survey Nos.304 and 305(part), City Survey Nos.884(part), 885 (part), 884/8 (part) and 884/10 admeasuring 6,249.84 sq. metres equivalent to 7,475 sq. yards or thereabouts (out of which a portion admeasuring 3,088 sq.yards or thereabouts is bearing survey No.305), hereinafter referred to as (“ hereinafter referred to as **“the Fourth Property”**”) for the consideration and upon the terms and conditions as therein mentioned. The said Indenture dated 31st May 1973 has been registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BOM/S 2142 of 1973.

- d) The First Property, the Second Property, the Third Property and the Fourth Property, admeasuring in aggregate 39,303 sq. yards (equivalent to 32,858.30 sq. metres) or thereabouts, are hereinafter collectively referred to as **“the said Larger Property/ Land”** and more particularly described in the First Schedule written hereunder.
- e) By a registered Development Agreement dated 23rd September 2006, GIL granted the development rights in favour of the Promoter/Owner in respect of an area admeasuring 25,425 sq. mtrs. (out of the said Larger Property) for the consideration and upon such other terms and conditions as set out in the said Development Agreement. The said Development Agreement has been registered in the office of Sub Registrar at Kurla vide Sr. No. BDR 3-6990 of 2006 dated 11th October 2006.
- f) Pursuant to the said Development Agreement dated 23rd September 2006, GIL has also executed/granted an irrevocable General Power of Attorney in favour of the Promoter/Owner and its Directors for doing the various acts, things and matter in respect of an area admeasuring about 25,425 sq. mtrs. The said Power of Attorney has been registered in the office of Sub Registrar at Kurla vide Sr. No. BDR 3-6991 of 2006 dated 11th October 2006.
- g) By and under Deed of Conveyance dated 13th August 2009 made between GIL and Promoter/Owner , GIL has conveyed and transferred the remaining portion of the said Larger Property/ Land admeasuring 7,438.10 sq. mtrs in favour of the Promoter/Owner. The Deed of Conveyance is registered with the Sub-Registrar of Assurances at Kurla under Serial No. BDR-13/ 6506 of 2009 in favour of the Promoter/ Owner.
- h) By and under Deed of Conveyance dated 13th December, 2010 executed between Gabriel

India Limited referred to as the Vendor therein and Runwal Developers Private Ltd. referred to as “the Purchaser” therein and the Promoter/ Owner herein, the Vendor have sold, transferred, assigned and conveyed land being part of Survey No. 304, bearing City Survey Nos.884 part, 884/1 to 884/7, 884/8 (part), 884/9, 884/10 (part) and 885 (part) containing by admeasurements 25,425 sq.mtrs. (equivalent to 30,407 sq. yards) or thereabouts together with the buildings and structures standing thereon (**hereinafter referred to as “the said Property”**) and more particularly described in the Second Schedule hereunder written at or for the consideration and on the terms and conditions therein contained (herein after referred to as “the said Deed of Conveyance”). The said Deed of Conveyance is registered with the Office of the Sub Registrar at Kurla -1 under Serial No.BDR- 3/6994/2010 dated 21st December, 2010.

- i) Pursuant to the execution and registration of said Deed of Conveyance, the Parties hereto on verifying the records with the City Survey office, found that the City Survey office has assigned in place of (old) City Survey Nos.884 part, 884/1 to 884/7, 884/8 (part), 884/9, 884/10 (part) and 885 (part), the (new) City Survey Nos. 884A, 884B and 884C in respect of the said Property.
- j) GIL was running a factory on the said Larger Property/ Land and the said factory has already been closed down by GIL and the Promoter/Owner has obtained the change of user permission from the concerned authorities converting the said Larger Property /Land from Industrial to Residential/ Commercial vide permission No. KAA/NOC/C.NO. 406/2007/KARYASAN 22 dated 13.7.2007. The Promoter/ Owner has also received the NOC from the Commissioner of Labour vide their letter dated 13.07.2007.
- k) The copies of certificate of title dated 4th February, 2008 and Report on Title dated 8th April, 2010 issued by Kanga & Co., Advocate High Court & Solicitors, Mumbai and copies of property card showing the nature of title of the Promoter/ Owner to the said Property on which the buildings are being constructed is annexed and marked as “**Annexure A**” hereto.
- l) Copies of Property Register Cards for CTS Nos. 884A, 884B and 884C are hereto annexed and marked as “**Annexure B**” hereto.

- m) By their letter bearing No.CHE/1015/ DPES dated 29th October, 2007 Municipal Corporation of Greater Mumbai has permitted change of user from Industrial to Residential, as per the provisions of Regulation 57(4) (c) of Development Control Regulations for Greater Mumbai, 1991.
- n) The Bombay Municipal Corporation has sanctioned/ approved the building plans and has issued the Intimation of Disapproval (IOD) vide No EB/CE/5132/ BPES/AT dated 17/08/2013 and has also issued Commencement Certificate (CC) vide no. CE/5132/BPES/AT dated 20/11/2013. Copies thereof hereto annexed and marked **Annexure “C & D”**.
- o) The Promoter/Owner has accordingly proposed to construct/ develop the residential tower/s on the said Larger Property/ Land as per plans approved by Municipal Corporation of Greater Mumbai or may be amended by the Municipal Corporation of Greater Mumbai and other authorities. While sanctioning the plans, concerned local authority and/ or government have laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter/ Owner while developing the said Larger Property /Land The Promoter/ Owner are accordingly constructing residential buildings/ Towers in accordance with the said plans.
- p) The Promoter/Owner is constructing or likely to construct a multi level public car parking amenities at basement/ lower ground level in the said Larger Property/ Land against which, they will be entitled to use and avail an additional approximate 1 (One) FSI and said FSI shall be used for the construction purposes on the said Larger Property/Land. The said parking floors will be handed over to MCGM/ Authority for public car parking.
- q) The Promoter/Owner is constructing towers in a project known as **“RUNWAL ANTHURIUM”** consisting of two basements, two podiums plus stilt plus 35 floors plus Fire Check on the said Property by consuming/ utilizing FSI/ TDR as per the plans, approvals and sanctions granted by the Municipal Corporation and other concerned authorities from time to time (hereinafter referred to as the said Project).

- r) Three Towers namely “Gemini”–Tower 1, “Limona”–Tower 2” and “Ramona”–Tower 3 are complete and the under construction tower when completed will be known as **“RUNWAL ANTHURIUM TOWER 5 - VALENTINE”** (hereinafter referred to as “the said TOWER 5”) or any other such name as may be decided by the Promoter/Owner.
- s) As on date the said Larger Property/Land has been mortgaged to HDFC Ltd. The Purchaser/s consents that Owner reserves right to create mortgages/ encumbrances as required from time to time, save and except the right of the Purchaser on the said Flat/Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law;
- t) The Promoter/Owner has appointed renowned Architect and Structural Engineer for the preparation of the structural designs and drawings of the buildings, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Promoter/Owner accepts professional supervision of the architect and the structural engineer till the completion of the said Tower 5.
- u) The development of the said property (or said Larger Property/Land) proposed by the Promoter/Owner will be registered within the stipulated time as a ‘real estate project’ with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 3, 4 and 5 of the Real Estate (Regulation and Development) Act, 2016, (“RERA”) read with the provisions of the 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”) and the Regulations.
- v) The Purchaser/s has/ have prior to the date hereof, demanded from the Promoter/ Owner and the Promoter/Owner has given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property, the said plans, designs and specifications prepared by the Promoter/ Owner’s Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”) and RERA (herein collectively referred to as the “said Acts”) and the Rules made there under. The Promoter/Owner has furnished to the Purchaser/s true copies of all such

documents as mentioned hereinabove and shall be provided with any other document if and when necessary under any other law as may be applicable from time to time. The Purchaser/s has/have also examined all documents and information uploaded by the Promoter/Owner on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/ have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself/ herself/ themselves as regards the title of the Promoter/Owner to the said Property. The Purchaser/s hereby accepts the title of the Promoter/Owner to the same.

- w) The Promoter/Owner has entered and is entering and/ or will enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of Flats, units, offices and other usage/ premises in the said Tower 5 to be constructed by the Promoter/Owner.
- x) The Purchaser/s has/ have applied to the Promoter/Owner for allotment to the Purchaser/s and Promoter/Owner has agreed to allot to the Purchaser/s on Ownership basis a Flat the details of which are more particularly described in **Annexure “E”** hereto and shown by red colour outline on the plan annexed hereto as **Annexure “F”** (hereinafter referred to as the ‘**said Flat** ’), together with a covered (i.e. stilt/basement/podium/mechanically operated) car parking space OR together with the right to use the open car parking space which forms a part of the common areas of the said Tower 5 as specified in **Annexure “J”**.
- y) The Promoter/Owner alone shall have the sole and exclusive right to sell, lease, convey, assign, transfer etc. the flats and premises in the said TOWER 5 to be constructed by the Promoter/Owner and to enter into agreement/s with the purchaser/s and to receive the sale price in respect thereof. The Purchaser/s further agree/s that the Promoter/Owner shall in its own discretion appoint an agency to maintain, manage and control all the other common areas and amenities and facilities in the said TOWER 5/the said Project and for such other purposes as may be agreed upon between the Promoter/Owner and the said agency.
- z) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions and plans and the representations made herein by the

Promoter/Owner, the Purchaser/s hereby agree/s to purchase from the Promoter/Owner and the Promoter/Owner hereby agree/s to sell and transfer to the Purchaser/s on Ownership basis the said Flat along with the right to use in common the open areas attached to the said Flat/ Premises as well as the proportionate common areas, amenities and facilities in the said TOWER 5 and in the said Project or on the said Property on the terms and conditions hereinafter appearing.

- aa) The total consideration of the said Flat and the payment terms thereof are detailed in **Annexure “G”** hereto and the Purchaser/s has/ have agreed to pay to the Promoter/Owner balance of the sale consideration and other charges and deposits in the manner hereinafter appearing.
- bb) The Promoter/ Owner is required to execute a written agreement for sale of said Flat to the Purchaser/s under the said Acts being in fact these presents and also register the said agreement under the said Acts.
- cc) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. PLANS:

- 1.1 The Promoter/Owner shall construct/ develop on the said Property, the said TOWER 5 known as **“RUNWAL ANTHURIUM TOWER 5 - VALENTINE”** or any other name as may be decided by the Promoter/Owner on the said Property for residential use in accordance with the plans, designs, specifications approved and/ or will be approved and/ or amended by the concerned local authorities from time to time. It is also agreed by the Parties hereto that the Promoter/Owner shall be entitled to make such variations and modification as the Promoter/Owner may consider necessary for using the full present or future or proposed potential of the said Property or as may be required by the concerned local authority/

Government, using such present and future Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Promoter/Owner, from the said concerned authority and/or such other global FSI/ TDR that may be available to the Promoter/Owner. It being clearly agreed and understood by the Purchaser/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of global FSI/ TDR or otherwise howsoever, shall only be for the use and utilization by the Promoter/Owner, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed but before execution of the final conveyance deed that may be executed in favour of the Organisation/Apex Body or any other entity that may be formed of the purchaser/s but after completion of the entire project.

2. AGREEMENT:

- 2.1 The Purchaser/s hereby agree/s to purchase from the Promoter/ Owner and the Promoter/Owner hereby agrees to sell to the Purchaser/s on Ownership basis the said Flat more particularly described in **Annexure “E”** along with the right to use in common the open areas attached to the said Flat as well as the proportionate common areas, amenities and facilities in the said TOWER 5/the said Project for the total consideration as mentioned in **Annexure “G”**.

3. PAYMENT :

- 3.1 In addition to the above consideration, the Purchaser/s has/ have further agreed and accepted to pay the amount towards MVAT, Service tax, cess, GST, any other taxes as applicable, stamp duty, registration charges/ fees, deposit and charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, and various other charges which has been stated under this Agreement. The Purchaser shall also pay in addition to the total consideration mentioned in **Annexure G**, any service tax, VAT/ WCT/ GST/ cess or any other new levies/ tax (direct and indirect) become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone. The Promoter/Owner shall confirm the carpet area that has been allotted to the Purchaser/s after the construction of the said TOWER 5 is complete and the

Occupation Certificate with respect to the said Flat is granted by the Municipal Corporation of Greater Mumbai, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Owner. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Promoter/Owner shall demand additional amount from the Purchaser/s towards consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Flat and if there is any reduction in the carpet area allotted to Purchaser/s, then the Promoter/Owner shall refund the excess amount paid by the Purchaser/s or adjust the same in consideration due and payable by the Purchaser/s prior to taking possession of the said Flat. However in case of such variation, the Purchaser/s shall not be entitled for any criminal/civil action to be initiated against the Promoter/Owner.

- 3.2 The Purchaser/s hereby agrees to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post / courier, shall be deemed as receipt of the same by the Purchaser/s, the Purchaser/s shall not claim non receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.
- 3.3 Time shall be the essence of contract for all payments/ deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agrees and undertakes to pay each and every installment within 15 (Fifteen) days of the respective due dates as mentioned in **Annexure G** hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15 (Fifteen) days, then and in such an event, the Purchaser/s agrees to pay to the Promoter/Owner interest on all amounts outstanding under the terms of this Agreement at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. Provided that, payment of interest shall not save the termination of this Agreement by the Promoter/Owner on account of any default/ breach committed by the Purchaser/s in payment of any outstanding amount

and/or on account of any default/breach committed by the Purchaser/s of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter/Owner will be first appropriated towards interest receivable by the Promoter/Owner.

- 3.4 In addition to the purchase price and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Promoter/Owner, on demand, his/her/their proportionate share of increased development charges or other charges/deposits in case the Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
- 3.5 The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this Agreement or otherwise, the Promoter/Owner is entitled to raise, recover and receive the amount of interest at any point of time.
- 3.6 The total consideration mentioned in **Annexure “G”** and the deposits/ charges mentioned in **Annexure “H”** to be paid by the Purchaser/s has been calculated inter alia on all the authorities, permissions and on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure “G”** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owner due to such consent not being granted to the Owner.

4. OBLIGATIONS OF OWNERS:

- 4.1 The Promoter/Owner hereby agrees to observe perform and comply with all the terms and conditions, stipulations and restrictions if any, which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before

handing over possession of the said Flat/ Premises to the Purchaser/s, obtain from the concerned local authority occupation, either in full or in part/ or completion certificates in respect of the said Flat.

- 4.2 The Promoter/Owner hereby declares that at present the Floor Space Index (FSI) available in respect of the said Property is 3 time of the said Property as per the prevailing Development Control Regulations and that no part of the said Floor Space Index has been utilized by the Promoter/Owner elsewhere for any purpose whatsoever.
- 4.3 In addition to the above, the Promoter/Owner has further informed to the Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act, 1991 and/ or the Municipal Corporation of Greater Mumbai, the Promoter/Owner is additionally entitled to purchase and load Transferable Development Right (TDR) on the said Property for construction purposes and the Promoter/Owner shall carry out the construction activities on the said Property as per the discretion of the Promoter/Owner.

5. DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:

- 5.1 In the event that, -
- (a) The Purchaser/s terminates this Agreement for any reason whatsoever excluding any termination due to a default of the Promoter/Owner under RERA, or
 - (b) The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of property taxes levied by concerned local authority and other outgoings, deposits etc.)
 - (c) and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

Provided always that in the above events in Clause 5.1(b) and 5.1(c), the Owner shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts and/or the breach or breaches of terms and conditions of this Agreement and giving the Purchaser/s an opportunity to remedy such breaches within 7 (seven) days of such notice. In the event the Purchaser/s fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of

whether the Promoter/Owner has refunded any amounts to the Purchaser/s. Upon such termination of this Agreement as per Clause 5.1 above, the Purchaser/s consents and the Parties agree that 50% of the sale consideration and any other amount which may be payable to the Promoter/Owner shall stand forfeited and the Promoter/Owner shall refund the balance sale consideration received after adjusting and retaining the 50% of the total sale consideration for the said Flat towards agreed liquidated damages. In the event that the sale consideration paid till the date of termination is less than 50% of the sale consideration, the Promoter/Owner shall be entitled to retain the entire sale consideration paid till the date of termination as agreed liquidated damages. It is agreed that upon such termination, the Purchaser shall sign, execute, and register Deed of Cancellation with respect to the said Flat/Premises. In the event Purchaser/s fails to do so, the Promoter/Owner shall be entitled to retain all amounts to be refunded to the Purchaser/s as stated above and shall not be entitled to claim any right, title and/or interest over the said Flat. It is agreed that the Promoter/Owner shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this Agreement. Irrespective of whether the Purchaser/s executed the Deed of Cancellation or received the refund amount, the Promoter/Owner shall be at liberty to dispose and sell the said Flat to such person and at such price as the Promoter/Owner may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser/s has been refunded. It is further expressly agreed and understood between the Promoter/Owner and Purchaser/s that the Promoter/Owner shall not be liable to refund the amount to the Purchaser/s till such time the said Flat/ Premises is sold by the Promoter/Owner to the third party and have realized the total amount from third party.

- 5.2 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter/Owner within 7 (seven) days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.
- 5.3 The refund of any amounts by the Promoter/Owner shall be net of any taxes, cess, charges, fees paid to the Government or any competent authority including tax deducted at source,

VAT, Service Tax, Goods and Service Tax, etc. and the Promoter/Owner shall not be liable to refund such amounts paid in respect thereof.

- 5.4 The Promoter/Owner shall also be entitled to adjust and retain any other amount which may be payable to the Promoter/Owner by the Purchaser/s.
- 5.5 In the event that the Purchaser/s terminates this Agreement due to failure of the Promoter/Owner to give possession of the said Flat within the period agreed herein, then the Promoter/Owner shall refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser/s to the Promoter/Owner with interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Promoter/Owner from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Promoter/Owner within 30 days of the application for cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.
- 5.6 If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Flat for which a written NOC/ consent

and approval of the Promoter/Owner has been issued , then in the event of: (a) the Purchaser/s committing a default of the payment of the installments of the consideration amount or any other amount, (b) the Purchaser/s deciding to cancel the Agreement and/ or, (c) the Promoter/Owner exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter/Owner, receipt, etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

5.7 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter/Owner to charge interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due till such time that the payments are made.

5.8 All costs in connection with the procurement of such loan and mortgage of the said Flat and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser/s. Only after obtaining a written permission of the Promoter/Owner, the Purchaser/s shall be entitled to create any charge, mortgage, lien or encumbrances in respect of the said Flat or any part thereof in favour of any person or entity including any bank or financial institution.

6. AMENITIES:

6.1 The Promoter/Owner has agreed to provide the amenities/ facilities in the said Flat as per details mentioned in the **Annexure "I"**.

6.2 COMMON AREAS AND RESTRICTED AREAS:

- 6.2.1 It is expressly agreed that the Purchaser/s shall be entitled to use in common with other purchasers/occupants in the said TOWER 5 the common areas and facilities, the nature, extent and description of such common facilities are set out in the **Annexure “J”** hereunder written. It is hereby agreed that the areas mentioned in the **Annexure “J”** under the heading Common Areas/ Facilities only shall be common areas/ facilities and the Promoter/Owner shall be entitled to declare all other areas as limited or restricted or reserved or exclusive common areas and facilities for one or more of the specific purchasers of flats in the said TOWER 5.
- 6.2.2 If the Promoter/Owner develops the balance portion of the said Larger Property/Land and if any common amenities and facilities are provided for, then the Promoter/Owner may, at its discretion, permit the Purchaser/s to use in common these facilities as per the terms and conditions that may be laid down by the Promoter/Owner for the same.

7. RIGHTS OF OWNERS:

- 7.1 It is expressly agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat agreed to be sold by the Promoter/Owner to the Purchaser/s and all other flats shall be the sole property of the Promoter/Owner and the Promoter/Owner shall be entitled to sell, deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.
- 7.2 The Owners shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to,
- (i) acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) amalgamation of the said Property with any adjoining plots of Land;

- (iii) The Purchaser/s and/ or the Organisation/ Apex Body or any other body formed by the purchasers/ of the said Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter/Owner to carry out the necessary acts, deeds, matters and things.

7.3 The Promoter/Owner plans to construct and develop the said larger Property or the said Property further in the future and details of which have been certified and permitted / or will be certified and permitted under the RERA certificate and inter alia include the following:

If the Floor Space Index (FSI), by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of Transfer of Development Rights (TDR) (or in any other manner) is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ wing, then in such event, the Promoter/Owner shall be entitled to construct such additional floors, wing/s as per the revised building/s plans and deal with the same in the manner the Promoter/Owner deems fit and proper.

7.4 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter/Owner to construct the said TOWER 5 and other structures (if any) on the said Property and/or additional floors on the said TOWER 5 being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat is not reduced.

7.5 The Promoter/Owner shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additional structures and storey/s will be the sole and absolute property of the Promoter/Owner alone.

- 7.6 The Promoter/Owner will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat to which the Purchaser/s shall not have any right to object, and it is expressly agreed that the Promoter/Owner shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the said building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter/Owner is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said Tower 5 as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter/Owner. The Promoter/Owner shall be entitled to install its logo in one or more places in or upon the said Tower 5 and the Promoter/Owner, for all times and the Purchaser reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.
- 7.7 The Purchaser/s hereby further agrees and covenants with the Promoter/Owner to sign and execute all papers and documents in favour of the Promoter/Owner or otherwise as may be necessary for the purpose of enabling the Promoter/ Owner to construct the said Tower 5, structures and/or additional floors in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter/Owner may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Municipal Corporation of Greater Mumbai or any other appropriate authorities in that behalf as well as for the construction of such building, structures and/or additional floors in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Flat agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The said Purchaser/s agree/s that the said consent is irrevocable.
- 7.8 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter/Owner for carrying out the amendments, alterations, modifications and/ or variations to the scheme

of development in respect of the said Property and/ or to the further building/s plans including the layout plans, designs and elevations etc which are made available either at the Promoter/Owner's office or on the website of the Real Estate Authority. Further, the Promoter/Owner shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

- 7.9 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Promoter/Owner for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, wing or wings and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.
- 7.10 The Owners shall always have the right and be entitled to purchase and acquire Transfer of Development Rights from the market and consume the same on the said Property as permissible under law.
- 7.11 The Purchaser/s is/ are aware that proposed building may be constructed with concession in open spaces/ joint open spaces and the Promoter/Owner has executed registered undertaking in favour of the Municipal Corporation of Greater Mumbai. It is further agreed between the parties that all undertakings, declarations, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoter/Owner in favour of the concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and Organization formed of the purchaser/s of flat.
- 7.12 In the event of the Organisation being formed and registered before the sale and disposal by the Promoter/Owner of all the flats in the said Tower 5, the power and authority of the Organisation so formed or the Purchaser/s and the purchaser/s of all other sold flats in the said Tower 5 shall be subject to the overall authority and control of the Promoter /Owner in

respect of any of the matters concerning the said Tower 5 building, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter/Owner shall have the absolute authority and control as regards the unsold flats and disposal thereof. The Promoter/Owner shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flats, if any. In case the Organisation is formed before the disposal by the Promoter/Owner of all the flats then the Promoter/Owner shall at its option (without any obligation) join in as a member in respect of such unsold flats and as when such flat/s are sold, the Organisation shall admit such purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.

- 7.13 Till the entire development of the said Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoter/Owner alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoter/Owner in this regard.
- 7.14 The Purchaser/s is/ are aware that the Promoter/Owner will be developing the said Tower 5 on the said Property on such terms and conditions as the Promoter/ Owner may deem fit and shall be entitled to all the benefit of Floor Space Index (FSI) or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter/Owner deems fit and the Promoter/Owner shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Promoter/Owner and the Purchaser/s expressly and irrevocably consents to the same.
- 7.15 The Promoter/Owner shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Property and/ or the said Tower 5, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Flat which is agreed to be sold to the Purchaser/s.

- 7.16 In the event of the Promoter/Owner having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter/Owner in proportion to the carpet area of the said Flat or otherwise as may be determined by the Promoter/Owner and non-payment of the same, shall constitute a breach of this Agreement.
- 7.17 The Promoter/Owner shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter/Owner shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
- 7.18 Under the present Agreement, the Promoter/Owner has given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter/Owner is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter/Owner or their nominees or transferees on these account.
- 7.19 Notwithstanding the other provisions of this Agreement, the Promoter/ Owner shall be entitled to nominate any person (“**project management agency**”) to manage the operation and maintenance of the building(s), and the common amenities, facilities and infrastructure on the said Property, until the Organisation is formed and the charge for maintenance is handed over to the said Organisation or until the said Property is developed (as at the complete discretion of the Promoter/Owner). The Promoter/Owner shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the project management agency shall be borne

and paid by the occupants of the said Tower 5 that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

- 7.20 In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/ or regulations that may be imposed by the Promoter/Owner or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and said Tower 5 constructed thereon and inclusive of the payment fees of the project management agency.
- 7.21 The Promoter/Owner shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property and the said Tower 5/or additional wings thereon, till such time as the said Property together with the said Tower 5 constructed thereon are transferred to the Organisation/Apex Body. Notwithstanding the transfer to the Organization/Apex Body the Promoter/Owner may be entitled to put illuminated signs/ boards regarding its brand name or group company name on any part of the said Tower 5.
- 7.22 The Promoter/Owner shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Organisation or the Apex Body and shall continue until the entire said Property is developed.
- 7.23 Save and except or otherwise not to reduce any area of the said Flat, the Promoter/Owner shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter/Owner shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter/Owner may deem fit and proper in their

absolute discretion.

- 7.24 The Promoter/Owner shall be entitled to amend, modify and/ or vary the building plans, and/ or the specifications in respect thereof, without reducing area of the said Flat.
- 7.25 Notwithstanding anything contained under this Agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 7.26 Irrespective of disputes if any, which may arise between the Promoter/Owner and the Purchaser/s and/ or the Organisation, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to Promoter/Owner, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Promoter/ Owner and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.
- 7.27 The Owners shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages to any other properties.
- 7.28 The Purchaser/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Owners, or any of their nominees

or transferees, from developing and/ or to carry out construction, on the said property and/ or on adjoining properties.

- 7.29 In order to facilitate development and/ or to explore total commercial/ residential potential, of the said Property, Promoter/Owner shall be entitled to sub divide/ amalgamate the said Property with the neighboring property, and/ or after sub division/amalgamation again amalgamate/sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/ or ask for any modification and/or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections for Owners exercising their aforesaid power.
- 7.30 Under the present Agreement, the Promoter/Owner has agreed to sell and transfer only the said Flat to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or any part thereof or in the said Tower 5 on the said Property or any part thereof, save and except the said Flat. The Purchaser/s shall have right only in respect of the said Flat agreed to be sold to him/ her/ them and only upon full payment of the consideration and other charges and deposit, which is agreed in this Agreement.
- 7.31 Under the present Agreement and at this stage, the Promoter/Owner intends to use actual FSI and TDR alongwith any additional TDR purchased or FSI on payment of premium on the said Property and IOD and Plans have been approved presently only of an actual FSI of the said Property. The Promoter/ Owner, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in accordance with provisions of law, in respect of the said Property and TDR of any other property for construction of additional buildings/wings/floors on the said Property. For all times in future, Promoter/Owner shall be entitled to use/consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property along with building/s thereon, have been executed, in favour of the Organization/Apex Body that is to be formed by the Purchaser/s of various premises in the said Tower 5 and as permissible under the applicable laws.

- 7.32 For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter/Owner shall be entitled to construct any vertical or horizontal extension thereto and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter/Owner may think fit and proper and to do all such things, as may be necessary for this purpose.
- 7.33 The Owners shall be entitled to purchase, load, consume additional and/ or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.) and as permissible under the applicable laws.
- 7.34 The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter/Owner for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under applicable law. Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent for relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
- 7.35 The Purchaser/s hereby grants their irrevocable consent to the Promoter/Owner for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property save and except the Purchaser's Flat in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter/Owner to augment the fund for the Promoter/Owner for development of the said Property. The Promoter/Owner shall clear the mortgage debt in all respect before the execution of conveyance of the proportionate area of the said Property in favour of the said/ organization formed of all the Purchaser/s in the said Tower 5.

7.36 The Purchaser/s hereby also grants its irrevocable authority, permission and consent to the Promoter/Owner and agrees and undertakes that:

- i) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter/ Owner and which the Promoter/Owner may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
- ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/ or the said Tower 5 or any part thereof. The Purchaser/s shall have no claim save and except in, upon and/or on, the said Flat hereby agreed to be sold hereunder, and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoter/ Owner until the said Property and said Tower 5 are conveyed to the Organization/Apex Body as herein, mentioned.
- iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Organization/Apex Body.
- iv) For all or any of the purposes mentioned under this Agreement, the Promoter/Owner shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement

rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoter/Owner may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

- v) The Owners have provided and/ or will provide certain amenities plot / area/facilities to the Municipal Corporation as per the terms of the Plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or Organisation hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter/Owner alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter/ Owner and Purchaser/s and/ or Organization/Apex Body shall not raise any claim or objection on the same.
- vi) The Owners have further informed to the Purchaser/s that any additional benefits arising out of the said amenities plot of any nature whatsoever, shall exclusively belong and be the entitlement of the Promoter/Owner to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or Organization or Apex Body will not have any claim, objection or protest of any nature at any time in future.
- vii) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization/Apex Body, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Promoter/Owner alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter/ Owner alone and Purchaser/s or their nominees or assignee hereby waive all such claim, etc.

- viii) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, the said Tower 5, open space, car parking (except the space allotted as per the terms of this Agreement), amenities plot save and except the said Flat which is agreed to be sold under this Agreement.
- ix) The Promoter/Owner has further informed to the Purchaser/s that the Promoter/Owner will be developing the adjoining plots/ portions and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Promoter/Owner.
- x) It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the said Flat indicating the location and car parking number/s.
- xi) The terrace on top of the said Tower 5 shall be a part of the common area/amenities available and no individual Purchaser/s shall have exclusive right to the same.

7.37 It is expressly agreed between the Parties that the consideration payable under **Annexure “G”** and **Annexure “H”** by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s under this Clause 7 and otherwise in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **Annexure “G”** and **Annexure “H”** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter/ Owner due to such consent not being granted to the Promoter/Owner.

7.38 Various terms and conditions of this Agreement shall always be read subject to the terms and

conditions, mentioned in the aforesaid paragraphs.

8 POSSESSION:

8.1 The possession of the said Flat shall be delivered to the Purchaser/s after the said Flat is ready for handing possession provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of the said Flat are duly paid by the Purchaser/s. Subject to force majeure, the Promoter/Owner expects to give possession of the flats to the Purchaser/s on or before **December 2018**.

8.2 The Owners shall be entitled to a grace period of (6) six months beyond the aforesaid date for the said Tower 5.

Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 8.1 hereinabove shall be automatically extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.

8.3 If as a result of any legislative order or regulation or direction of the Government or Public authorities, or change in rules, the Promoter/Owner is unable to complete the aforesaid Tower 5 and/ or give possession of the said Flat to the Purchaser/s in the time prescribed in 8.1 and 8.2 above, the Promoter/Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter/ Owner in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due till such time that the payments are made from the date of receipt of each installment till the date of notice of termination by the Promoter/Owner.

8.4 The Purchaser/s agrees that the refund of the payment and the interest/ damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Promoter/Owner

for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.

- 8.5 The Purchaser/s shall take possession of the said Flat within 7(Seven) days of the Promoter/Owner giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the said Flat within the said period, the Purchaser/s shall be liable to pay the Promoter/Owner compensation presently calculated at the rate of Rs. 10/- per sq.ft. of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the “Date of Possession” and all the obligations of the Purchaser/s related to the said Flat shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Purchaser/s takes possession of the said Flat or not. In case of nonpayment, Promoter/Owner shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect any loss or damage that may be caused to the said Flat from the expiry of 7 days from the notice of possession.

9 DEFECT LIABILITY

- 9.1 If within a period of 5 (Five) years from the date of making available the said Flat to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws, the Purchaser/s brings to the notice of the Promoter/ Owner in writing any major structural defect or defect in workmanship of the said Flat or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter/Owner at their own costs. Provided, if any defect or damage is found to have been caused due to any changes, renovation, carried out by the Purchaser/s or due to the negligent use, act or omission of the Purchaser/s or his agents, then the Promoter/Owner shall not be liable for the same.

10 CAR PARKING

- 10.1 The Purchaser/s is/ are aware that as a part of the said Tower 5 and a common amenity, the Promoter/Owner is constructing two levels of podium which consist of several covered/ stilt /podium basement / mechanically operated car parking spaces be used by the purchasers of the residential flats/commercial premises in the said Tower 5.

The Promoter/Owner hereby allocate to the Purchaser/s car parking space/s as indicated in **Annexure “E”** hereto (hereinafter referred to as “the said Car Parking Space”). The exact location of the said Car Parking Space allocated to the Purchaser/s shall be finalized by the Promoter/Owner and will be handed over at the time of handing over possession of the said Flat.

- 10.2 The Purchaser/s is/are aware that the open car park if allotted is part of the building common amenity which shall be subject to the Purchaser/s right of use, is owned by the Promoter/Owner/Organisation/Apex Body. The Purchaser/s is/ are aware that the Promoter/Owner has in like manner allocated and shall be allocating other car parking space/s to several purchasers of the residential flats/ commercial units in the said Tower 5 and the Purchaser/s undertakes not to raise any objection in that regard and the rights of Purchaser/s to raise any such objection shall be deemed to have been waived.

- 10.3 The Purchaser/s hereby accords his/ her/ their irrevocable and unconditional consent to the Promoter/Owner to sell/allocate the other covered/uncovered car parking spaces to the purchasers of the respective residential Flats in the said Tower 5. The Purchaser/s hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization/ Apex Body, as contemplated herein, cause such Organization/ Apex Body to confirm and ratify and shall not and/ or shall cause the Organization/ Apex Body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter/Owner to the various purchasers (including the Purchaser/s herein) of the residential flats in the said Tower 5. The allocation is for smooth functioning and to avoid disputes between Purchaser/s.

- 10.4 The Purchaser/s are aware that stilt car parking, podium car parking to the Promoter/Owner

only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/ Proposed Societies/ Managing Committee unless acquired from the Promoter/Owner under a separate allotment letter and or an Agreement is executed by the Promoter/Owner. The security of Promoter/Owner shall have every right to remove any such car/ vehicles parked by purchasers, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement for a designated parking space. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/ or of the Committee of an Organization, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, which is not allotted/ designated for car parking. The Purchaser/s their agents and guests are not allowed/ entitled to use any area for car parking or otherwise unless the Promoter/Owner writing permits the same as stated above.

11 ORGANISATION AND APEX BODY:

- 11.1. The Promoter/Owner shall take steps for the formation of a society under the Maharashtra Co-operative Societies Act, 1960 / condominium under the MOA Act in respect of the said Tower 5 (the “Organisation”) as per provisions of applicable law. It is agreed and understood by the Purchaser/s that the Promoter/Owner may opt, at its own discretion, to form separate Organization for the towers.
- 11.2 It is agreed and understood by the Parties that the Promoter/Owner may, in its sole, discretion form and register an apex Organisation (“Apex Body”) comprising of the various Organizations formed in respect of the buildings in the said Project to be constructed on the said Property including the Organisation referred to hereinabove for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities of the said Property and for such other purposes as the Promoter/Owner may decide. All such individual organizations in respect of the said TOWER 5/or buildings shall become the members of such Apex Body. The said TOWER 5/buildings alongwith the said Property shall be conveyed/transferred in favour of the Apex Body with rights to manage and administer the common areas, amenities, facilities and infrastructures on/upon the said Property.

- 11.3 The Purchaser/s and the purchaser/s of the other flats shall join in the formation and registration of the Organisation and for this purpose shall from time to time sign and execute the application for registration and/ or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and duly fill in, sign and return to the Promoter/Owner within 7 (seven) days of the same being forwarded by the Promoter/Owner to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 11.4 The Apex Body shall be formed by the Promoter/Owner after the formation of all organizations and the execution of all conveyances, deeds of assignments or transfer documents in their favour to look after the repair and maintenance of the infrastructure and common amenities and facilities of the said Property and the management of the Corpus Fund.
- 11.5 The Promoter/Owner hereby agrees that they shall, before execution of a conveyance/assignment of lease of the said Property in favour of an Organization/Apex Body to be formed by the purchaser/s of Flats/ shops/ offices/ godowns in the said TOWER 5 to be constructed on the said Property make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title interest or claim of any party or over the said Property and shall as far as practicable, ensure that the said property is free from all encumbrances and that the Promoter/Owner has absolute, clear and marketable title to the said Property so as to enable them to convey to the said Organisation / Apex Body such absolute, clear and marketable title on the execution of a Conveyance of the said Property by the Promoter/Owner in favour of the said Organisation.

12 COVENANTS BY THE PURCHASER/S:

- 12.1 The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Flat for any purpose other than for residential /commercial use except with the written permission of the Promoter/Owner or the organization/Apex Body when formed. The Purchaser/s shall use the parking space only for

purpose of keeping or parking the Purchaser/s own vehicles. The Purchaser/s shall not use the open spaces/ parking/ stilt/ podium area, etc. for parking their vehicles without prior written permission of the Promoter/Owner/ Organization/Apex Body as the case may be.

- 12.2 The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter/Owner. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.
- 12.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the said Property, save and except the access road as provided by the Promoter/Owner.
- 12.4 The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been demarcated as reservation and other set back and Promoter/Owner has given various undertaking and writing to the Municipal Corporation of Greater Mumbai and authorities which shall be binding upon the Purchaser/s and the benefits/ TDR/ DRC shall be for the sole benefit of the Promoter/Owner alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces and the Promoter/Owner has executed registered undertaking in favour of the Municipal Corporation of Greater Mumbai.
- 12.5 The Purchaser/s with an intention to bring all persons in whose hands the said Flat may come, doth hereby covenant with the Promoter/Owner as follows:
- a) To maintain the said Flat at the Purchaser's own cost in good tenantable repairs and condition from the date on which the Purchaser/s are offered access to the said Flat for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the said Tower 5, staircase/s or

passage/s or any other common areas which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or make addition in or to the said Tower 5 or the said Flat or part thereof.

- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Tower 5 or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the said Tower 5 including the entrance thereof. In case any damage is caused to the said Flat or the said Tower 5 on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c) To carry at the Purchaser's own cost all internal repairs to the said Flat and maintain it in good condition, state and order and not to do or suffer to be done anything in the said Flat which is in contravention of rules, regulations or bye-laws laid down by the Promoter/Owner or of the concerned local public authority.
- d) Not to demolish or caused to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor alter the elevation and outside colour scheme of the said TOWER 5 and to keep the portion, sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the said TOWER 5 and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat;
- e) Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the said Tower 5 or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- f) Not to enclose the balcony area or flowerbed inside the said Flat without express written permission of the Promoter/Owner.

- g) To use the said Flat only for residence and not to use the said Flat for any unlawful uses or purposes, which is prohibited/ restricted in law.
- h) The Purchaser/s shall not carry out any structural changes/ modification inside of the said Flat and also shall not decorate, change or modify the exterior of the said Flat or any part thereof.
- i) Not to carry out any illegal activity from the said Flat, which is against the interest of the organisation/Apex Body/ other purchasers in the building.
- j) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the said Property and the said Tower 5 and not to place or keep any garbage cans, waste paper baskets, in the common passage, staircases, landing or lobbies of the said Property and the said Tower 5 thereon or any part of the compound thereof..
- k) Pay to the Promoter/Owner within 7 (seven) days of demand by the Promoter/Owner, his/ her share of deposit/ charges demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Tower 5.
- l) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Municipal Corporation and/ or Government and/ or other public authority on account of change of user of the said Flat or otherwise.
- m) To bear and pay all service tax, works contract tax, VAT/GST, etc., and such other levies, if any, which may be imposed with respect to the construction on the said Property and/ or any activity whatsoever related to the said Flat by the Corporation and/ or State/ Central/ Government and/ or Public Authority from time to time.

- n) Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter/Owner under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Promoter/Owner which permission shall be granted by the Promoter/Owner on such terms and conditions as may be applicable from time to time. The Promoter/Owner will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Promoter/Owner may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Promoter/Owner and will forthwith pay and abide by the same;
- o) Till the management of the said Tower 5 is handed over to the Organisation and/ or the Apex Body, the Purchaser/s shall allow the Promoter/ Owner, its surveyors and agents at all reasonable time to enter into or upon the said Flat to view and examine the state and condition thereof and to carry out repairs.
- p) Not to change the external colour scheme or the pattern of the colour of the said Tower 5.
- q) Not to change exterior elevation or the outlay of the said Tower 5.
- r) Not to fix any grill to the said Tower 5 or windows except in accordance with the design approved by the Promoter/Owner. The split unit air conditioners should be appropriately installed in the place provided by the Promoter/Owner;
- s) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring, etc which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out

any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter/Owner shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.

- t) The Purchaser/s shall not do or suffer to be done anything in the said Flat or in the said Property or the said Tower 5 which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter/Owner in that behalf.
- u) During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter/Owner then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Flat again;
- v) The Purchaser/s shall ensure that the execution of interior works in the said Flat is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- w) The Purchaser/s shall extend full cooperation to the Promoter/Owner, their agents, contractors to ensure good governance of such works;
- x) The Purchaser/s is/are further made aware that the Promoter/Owner is engaged in the business of construction, development and redevelopment of immovable properties and during the construction of the said Tower 5 on the said Property and after completion thereof, the Promoter/Owner may desire to show the said Tower 5 and or any areas therein including but not limited to common areas to various prospective clients of the Promoter/Owner including inter alia occupants of the said Tower 5 which the Promoter/Owner is redeveloping or proposing to redevelop and

accordingly, the Promoter/Owner may arrange for site visits to the said Property and the said TOWER 5 thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organization/Apex Body shall not object thereto.

- y) The Promoter/Owner may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the said TOWER 5 thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter/Owner may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organization/Apex Body shall not object thereto.
- z) The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the Municipal Corporation of Greater Mumbai and other concerned authorities whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations are more particularly mentioned in the permissions granted by Municipal Corporation of Greater Mumbai and other concerned authorities and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Flat and is/are entering into these presents;
- aa) These covenants shall be binding and operative even after the formation of the Organization/ Apex Body.
- bb) The Purchaser /s shall observe and perform all the rules and regulations which the Organisation/Apex Body may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower 5 and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/ s shall also observe and perform all the stipulations and conditions laid

down by the Organisation/Apex Body regarding the occupation and use of the flats in the said Tower 5 and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

12.6 The Purchaser/s shall have no claim, save and except in respect of the said Flat. All other areas including common area and facilities will remain the property of the Promoter/Owner until the whole of the said Property is transferred as herein provided subject to the rights of the Promoter/Owner as contained in this Agreement.

13 The Purchaser/s shall not enclose their respective terrace/balcony till the permission in writing is obtained from the concerned local authority and the Promoter/ Owner or the Organization as the case may be.

14 Any delay tolerated or indulgence shown by the Promoter/Owner in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter/Owner shall not be construed as a waiver on the part of the Promoter/ Owner of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser /s nor shall the same in any manner prejudice the rights of the Promoter/Owner.

15 This Agreement shall be subject to the applicable provisions of the MAOA, MOFA, RERA and the rules thereunder for Maharashtra and any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the projects.

16 The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the Municipal Corporation of Greater Mumbai or State Government or to the Utility Companies, or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage, connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoter/Owner, the same shall be paid by the Purchaser/s to the Promoter/Owner in proportion to the areas of the said Flat and in determining such amount the discretions of the Promoter/Owner shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges

referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Promoter/Owners in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the flats to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

17 It is expressly agreed that the Purchaser/s shall be entitled to the common area and facilities appurtenant to the said Flat and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Flat agreed to be sold to the Purchaser/s as mentioned in the **Annexure “J”**.

18 The Purchaser/s shall not ask for any partitions, and/ or division towards his/ her rights in the said Flat and/ or the said Tower 5 in which the said Flat is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said Tower 5 and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat.

19 OUTGOINGS:

19.1 7 (seven) days after notice in writing is given by the Promoter/Owner to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the Flat) of outgoings in respect of the said Property and said Tower 5 including but not limited to local taxes, betterment charges and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, chowkidars, sweepers, liftman, electricians, maintenance and upkeep of club house and all other expenses necessary and incidental to the Management and maintenance of the said Property and said Tower 5. Until the Organisation/Apex Body is formed and the said Property and the said Tower 5 are transferred to it, the Purchaser/s shall pay to the Promoter/ Owner whether demanded or not at all times such proportionate share of outgoings in respect of the said Flat, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of

employees (bill collector, chowkidar, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Tower 5 and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter/Owner may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Promoter/Owner provisional monthly contribution as indicated in **Annexure "H"** per month towards the outgoings charges, payable in advance for 24 months. The amounts so paid by the Purchaser/s to the Promoter/Owner shall be utilized/ spent for meeting the outgoing charges in respect of the said Flat and the same shall not carry any interest and balance if any shall remain with the Promoter/Owner until the formation of Organization/ Apex Body/Deed of conveyance is executed in favour of the Organization/ Apex Body as aforesaid, subject to the provisions of the said Acts. On such conveyance or any other Deed as may be agreed between the Promoter/ Owner and Organization being executed, the aforesaid and the below mentioned deposits subject however to the deductions by the Promoter/Owner of the amounts due and payable by the Purchaser/s of the flats to the Promoter/ Owner under the terms and conditions of this Agreement shall be paid over by the Promoter/Owner to the Organization. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 19.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter/Owner against any loss or damage.
- 20 a) The Purchaser/s shall in addition to consideration mentioned in this Agreement before the delivery of possession of the said Flat, pay to the Promoter/Owner, the amounts detailed in **Annexure "H"** hereto.
- b) If there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Flat.

c) In addition to the above any service tax/ VAT/ WCT Tax/GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

d) The grill fitting in the said Flat will be done by the Purchaser/s, as per the design provided by the Promoter/Owner. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill, or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said Tower 5.

e) Before taking possession of the said Flat, the Purchaser/s will inspect the said Flat and will fully and completely satisfy himself/ herself/ themselves with the said Flat in respect of the area, item of work or quality of work or the materials used for construction of the said Tower 5 and the amenities provided, and after taking possession, the Purchaser/s will not raise claims about the area, amenities provided by the Promoter/Owner with respect to the said Flat.

f) The Promoter/Owner shall utilize the sum as referred to in **Annexure “H”** herein above for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter/Owner in connection with formation of the Organisation preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Promoter/Owner for the same.

g) The Promoter/Owner shall hand over the deposits or balance thereof to the Organisation/ Apex Body as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Promoter/Owner. The aforesaid amount/ deposit shall not carry any interest.

21. Subject to what is stated herein above, the Promoter/Owner shall maintain a separate account in respect of sum received by the Promoter/Owner from the Purchaser/s as advance or deposit, on account of the share capital of the Organisation, outgoings, legal charges and

shall utilize the same for the purpose for which they have been received;

22. SET OFF/ ADJUSTMENT

The Purchaser/s hereby grants to the Promoter/Owner the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter/Owner including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter/Owner to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

23. FINAL TRANSFER DOCUMENT:

23.1 The Conveyance, Lease or Assignment of all the Structures constructed and proposed to be constructed on the said Property alongwith the entire undivided underlying land in respect of the said Property in favour of the Organization/ Apex Body under the MAO Act/ MOFA /RERA as the case may be shall be entered into within 3 (three) months from the date of issue of BCC or Occupation Certificate of the last part of the building on the said Property and the complete utilization and exploitation of the total FSI/TDR potential of the said Property by the Promoter/Owner and shall be subject to the receipt of all the outstanding payments including payments mentioned in **Annexure “G”** and **Annexure “H”** hereto from the respective buyers/purchaser/s of the flats on the said Property.

23.2 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Tower 5 and/or the said Property in favour of the Organization/ Apex Body or Declaration to be submitted under the MAO Act/ MOFA and RERA and other documents in favour of the Organisation/Apex Body shall interalia contain the following:

- a. such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter/Owner for safeguarding its overall interest in the said Property and the said Tower 5.

- b. a covenant by the Purchaser/s to indemnify and keep indemnified the Promoter/Owner against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- c. The right of the Owners to full and complete access of the said Property for the construction of the additional structures/wings/floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization/Apex Body to admit such purchaser of the flats comprised therein as its member without charging any additional amount.
- d. The Promoter/Owner shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire said Property is developed;
 - a. Even after conveyance of the said Property the Promoter/Owner shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;
 - b. The Promoter/Owner shall be permitted access and entry to the said Tower 5 and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;

23.3 It is agreed and understood by the Purchaser/s that the said Project shall be completed only upon the development of the said Property by utilization of the fullest present or future or proposed FSI and TDR thereof and upon completion of the entire scheme of development of the entire said Property and on completion of the infrastructure and common areas and

facilities and the sale of buildings and until all flats/parking (except Open Parking), and other tenements and units in the said TOWER 5 to be constructed on the said Property are sold and until all amounts are received. The Promoter/Owner shall not be liable and/or shall not be required to cause execution of conveyance / transfer/ lease deed in respect of the said Property or any part thereof until utilization of the entire FSI/TDR in respect of the said Property and all other rights and benefits available now or in future in respect of the said Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units in the said Tower 5 to be constructed on the said Property are sold and until all amounts are received.

23.4 The Promoter/Owner shall prepare and/or approve, as the case may be, deed of conveyance or deed of assignment in favour of the Organization/Apex Body or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ deed of assignment, declaration and other documents and formation and registration of the Organization/Apex Body shall be borne and paid by all the purchaser/s of the various Flat in the said Tower 5 and/ or Organization/Apex Body on its formation. Such amount shall be kept deposited by the Purchaser/s with the Promoter/ Owner at the time of taking the possession of the said Flat and shall, until utilization, remain with the Promoter/Owner.

23.5 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said TOWER 5 or any part thereof save and except the said Flat agreed to sold to the Purchaser/s.

24 STAMP DUTY AND REGISTRATION:

24.1 The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Owners shall attend such office and admit the execution thereof.

25 NOTICES:

Any notice, demand letter, intimation or communication (“**Notice**”) to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party’s contact details as mentioned in their respective description at the beginning of the Agreement. Each party shall inform the other party in writing of any changes in his/her/ its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter, courier service, personal delivery email or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertake to send/receive any Notice to/from the other Party by email to the email addresses specified in this Agreement.

26 INDEMNIFICATION BY THE PURCHASER/S:

- 26.1 The Purchaser/s hereby indemnify and keep indemnified the Promoter/Owner and hold the Promoter/Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter/Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter/Owner under this Agreement; (b) any breach and/ or default by the Purchaser/s in the performance of any and/ or all of his/her/ its obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Purchaser/s or his/ her/ its agents, servants, tenants, guests, invitees and/or any person or entity under his/her/ its control; and (d) Purchaser’s non-compliance with any of the restrictions regarding the use and/ or occupation of the said Flat.

27 DISPUTE RESOLUTION

All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the Parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the Parties.

The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

28 GENERAL PROVISIONS

- 28.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter/Owner, any agent, employee or representative of the Promoter/Owners or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, illustrations concerning the said Flat between the Parties hereto.
- 28.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

- 28.3 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 28.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Promoter/Owner to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
- 28.5 Notwithstanding anything contained under this Agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter/Owner immediately as and when demanded by the Promoter/Owner and/ or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Service tax, Education Cess, Vat tax, W.C.T. tax, GST and/ or any other levies, taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Promoter/Owner shall be conclusive and binding upon the Purchaser/s. The Purchaser/s shall pay such amount in addition to any amount mentioned under this Agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Promoter/Owner shall be entitled at its own option to terminate this Agreement.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the Larger Property)

All that piece or parcel of land or ground situate lying and being on the Mumbai Agra Road in Mulund in Greater Mumbai District and Sub-District Bandra Mumbai Suburban District being part of Survey Nos.304 and 305 (part) now bearing CTS Nos.884 part, 884/1 to 884/10 and 885 (part)

now (new) C.T.S. Nos. 884A, 884B & 884C containing by admeasurements 25,425 sq.mtrs. (equivalent to 30,407 sq. yards) or thereabouts and bounded as follows and bounded as follows:

On or towards the North : by Property of Khemka & Co.;

On or towards the East : by C.T.S.No.879/1, 880/K, 878/A, Survey No.305;

On or towards the South : by Property of Anand Autos Survey No.304 & partly by C.T.S. No.879/1 and 879/4;

On or towards the West : by Mumbai Agra Road (LBS Marg).

IN WITNESS WHEREOF the Parties hereto have executed these presents and the duplicate hereof the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)

By the within named **OWNERS**)

RUNWAL DEVELOPERS PVT. LTD.)

By hand of its Directors/)

Authorized Signatory)

in the presence of)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED)

By the within named Purchaser/s)

MR. _____)

in the presence of)

1. _____)

2. _____)

RECEIVED of and from the Flat)
Purchaser/s above named the sum of)
₹.____/- (**RUPEES _____ ONLY**))
As advance payment or deposit paid by)
The Purchaser/s to the Promoter/Owners)

We say received
FOR RUNWAL DEVELOPERS PVT. LTD.

Director / Authorized Signatory