

To,

Date:\_\_\_/\_\_\_/20\_\_\_

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ALLOTMENT LETTER

Dear Sir / Madam,

**Sub:** Letter of intent for allotment of an Apartment bearing No.\_\_\_\_ in \_\_\_\_wing, on \_\_\_\_\_ floor, area admeasuring \_\_\_\_\_Sq.mt carpet as per RERA and \_\_\_\_\_ Sq.mt carpet as per sanctioned plan in building No.\_\_\_\_ to be known as “**Royal Oasis**” alongwith with \_\_\_\_\_Stack/Stilt/Podium/Mechanical Tower parking to be constructed on plot of land bearing Survey No. 263 (part) having corresponding C.T.S No. 6A/16 of Village Malwani, Taluka Borivali, Mumbai Suburban District lying and being and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095. (hereinafter referred to as “**the said Apartment**”)

As per your request we have provisionally reserved for you an Apartment bearing No.\_\_\_\_\_, on \_\_\_\_floor, in\_\_\_\_Wing, area admeasuring \_\_\_\_\_ Sq.mt carpet as per RERA and \_\_\_\_\_ Sq.mt carpet as per sanctioned plan in building No.\_\_\_\_ to be known as “**Royal Oasis**” together with the \_\_\_\_\_Stack/Stilt/Podium/Mechanical Tower parking at C.T.S No.6A/16 and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095 and more particularly described hereinafter in the **Schedule I** and subject to your compliance with and/or acceptance of terms and conditions as hereinafter stated.

1. TOTAL SALES CONSIDERATION AND PAYMENT THEREOF:

- a) The Total Sales Consideration (“TSC”) for the allotment of subjected Apartment as agreed between us shall be as mentioned in schedule II as described hereinafter.
- b) TSC shall be payable by you directly to us as mentioned hereinafter, without any delay or demur, out of which you have paid amount of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_Only) towards the booking of the Apartment together with the \_\_\_\_\_Stack/Stilt/Podium/Mechanical Tower Parking.
- c) In addition to TSC agreed and without prejudice to the terms of these presents, you shall have to bear and pay immediately whenever called upon, the amount, deposits, charges and expense etc., as mentioned in **schedule II** as described hereinafter.
- d) It is expressly agreed that the TSC payable by you is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents.

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| Promoter/s | Purchaser/s |
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e) The TSC is inclusive of benefit of input credit under GST and same is escalation-free, save and except the escalations/increases due:

- i. to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time.
- ii. In the event of an increase in the area of the said Apartment, due to any variation and amendment of the said Apartment.

f) It is clarified that TSC and pass through charges shall be payable by you in the following manner-

1) **All the monies receivable against TSC** from the Purchaser/s shall be credited to the account details mentioned below:

Account Name:  
Account Type:  
Account No:  
Bank Name:  
Branch :  
MICR Code:  
IFSC Code:

2) All the **Pass Through Charges like** GST, stamp duty, registration charges, share application money, society formation charges, advance maintenance, electricity deposits, interest free maintenance deposits collected from the purchasers of the Project And all the other taxes, stamp duty, registration fees shall be credited to the account details mentioned below:

Account Name:  
Account Type:  
Account No:  
Bank Name:  
Branch :  
MICR Code:  
IFSC Code:

OR

any account(s) intimated by promoter

g) The TSC stated hereinabove is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. In the event, the rate of GST being revised in

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| Promoter/s | Purchaser/s |
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future before grant of Occupation Certificate (OC) and/or payment of full consideration, the purchaser will be liable to make payment of additional GST based on revised rates on the sale consideration.

Timely payment shall be essence of the allotment. In the event of your committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment, we can, at our sole discretion , cancel / terminate provisional allotment of the said Apartment alongwith the \_\_\_\_Stack/Stilt/Podium/Mechanical Tower car parking by giving to you 15 days prior written notice in this behalf. However if you fail or delay further to remediate the breach(s) for whatsoever reasons then in such an event, the earnest money and damages / losses sustained by us, if any, shall be deducted from the amounts deposited by you with us and the balance amount (if any) shall be refunded to you without any interest or application or any other or further claim or demand from you as regards the provisional reservation and / or the said Apartment alongwith the \_\_\_\_Stack/Stilt/Podium/Mechanical Tower car parking. For the purpose of this provision, it is clarified that this provisional reservation and the entitlements herein shall cease and becomes invalid after expiry of the specified 15 days’ notice in case of any delay or failure on your part to rectify the breach(s) as prescribed therein. Thereafter, your claim shall be restricted to the balance amount (if any) to be refunded to you as aforementioned. Irrespective of the amount refunded to you or not we shall be at absolute liberty to sell / allot the said Apartment alongwith the \_\_\_\_Stack/Stilt/Podium/Mechanical Tower car parking to any other third person as we deem fit and proper and you shall have no claim or objection whatsoever to the same. The Promoter shall refund without interest the balance, if any due to the Purchaser only after the said Apartment is sold and all amounts including consideration amount has been received from the new purchaser in respect of the said Apartment. However, any profit and all other advantages and benefits arising from the sale of the said Apartment to a new purchaser shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to the said profits and all other advantages and benefits.

- h) You have clearly understood the terms of this reservation especially clause 1(e) as stated herein above and have unconditionally accepted and consented thereto.
- i) Without Prejudice to our rights under provisional allotment and / or law, you shall be liable to pay interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws from time to time on all the amounts which are due & payable by you under this reservation, if any.
- k) In case of cancellation of booking of the captioned apartment alongwith the \_\_\_\_Stack/Stilt/Podium/Mechanical Tower car parking, earnest money deposited to the Firm shall be forfeited.

2. LOANS & MORTGAGE

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| Promoter/s | Purchaser/s |
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It is agreed that, you have herein, given your free and irrevocable consent to us to sell, assign, transfer mortgage or otherwise deal with our right, title and interest in the said Property, provided that the same does not in any way materially prejudice your right in respect of the said Apartment which is agreed to be sold to you.

3. **FINANCE FOR THE PROJECT FROM INVESTORS:**

a) You acknowledge and confirm that you are aware that:

Rikki Ronie Developers Private Limited (formerly known as Ruvir Constructions Private Limited) has raised finance of Rs.80,00,00,000/- (Rupees Eighty Crores only) from the Debenture Holders as defined in the debenture trust deed dated 6<sup>th</sup>August, 2018 (“**DTD**”) registered before the office of the Sub-Registrar of Assurances under Serial No. 11881 of 2018, executed between Rikki Ronie Developers Private Limited (formerly known as Ruvir Constructions Private Limited), therein referred to as the “Company” and the Promoters of the Company and (1) M/s. Rikki Ronie Developers, through its partners, therein referred to as the “Co-Borrower 1” and (2) M/s. Royal Lifescapes, through its partners, therein referred to as the “Co-Borrower 2” and Vistra ITCL (India) Limited thereafter referred to as the “Debenture Trustee” or “Trustee”, and we, have as part of the transaction, *inter-alia*, created first ranking sole and exclusive mortgage and charge over the mortgaged properties and the hypothecation over the receivables from sale of units of the said Project in favour of the Debenture Trustee for the benefit of the Debenture Holders in terms of the DTD and on the terms and conditions mentioned therein. The sale of the said Apartment is subject to the terms of the no-objection issued by the Debenture Trustee.

By and under an Indenture of Mortgage dated 04th September, 2018, registered in the office of sub-registrar of assurances at Borivali – IV under Serial no. BRL-4-13334 of 2018 (“**IMD**”), executed between Rikki Ronie Developers Private Limited (formerly known as Ruvir Constructions Private Limited), therein referred to as the "Company" and the Promoters of the Company and (1) M/s. Rikki Ronie Developers, through its partners, therein referred to as the "Co-Borrower 1" and (2) M/s. Royal Lifescapes, through its partners, therein referred to as the "Co-Borrower 2" and Vistra ITCL (India) Limited thereafter referred to as the "Debenture Trustee" or "Trustee", the Company therein has raised finance of Rs.80,00,00,000/- (Rupees Eighty Crores only) from the Debenture Holders as defined therein and the Promoters therein have, as part of the transaction, *inter-alia*, created first ranking sole and exclusive mortgage and charge over the mortgaged properties including the said property and all unsold units and the hypothecation over the receivables from sale of units of the said Project in favour of the Debenture Trustee therein

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| Promoter/s | Purchaser/s |
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for the benefit of the Debenture Holders in terms of the DTD and Indenture of Mortgage deed and on the terms and conditions mentioned therein. The sale of the said Apartment is subject to the terms of the no-objection issued by the Debenture Trustee.

By and under an Supplemental Deed dated 11th September, 2018, registered in the office of sub-registrar of assurances at Borivali – IV under Serial no. BRL-4-13740 of 2018 (“SDD”), executed between Rikki Ronie Developers Private Limited (formerly known as Ruvir Constructions Private Limited), therein referred to as the "Company" and the Promoters of the Company and (1) M/s. Rikki Ronie Developers, through its partners, therein referred to as the "Co-Borrower 1" and (2) M/s. Royal Lifescapes, through its partners, therein referred to as the "Co-Borrower 2" and Vistra ITCL (India) Limited thereafter referred to as the "Debenture Trustee" or "Trustee", modified some of the terms and conditions mentioned of DTD mentioned therein.

b) You hereby give your unconditional, irrevocable consent and no-objection for the Debenture Trustee appointing the developer to complete the said Project, in the event the registration of the said Project is revoked under The Real Estate (Regulation and Development) Act, 2016 and/or in case of any event of default in respect of the DTD. You agree that if an association of allottees have been formed at the relevant time, you shall cast your vote in such a manner that the intent provided herein is achieved.

4. PLANS AND SPECIFICATIONS

a) The development/redevelopment of land admeasuring area of \_\_\_\_\_ square meters C.T.S No.6A/16 and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095 (the “**said Property**”) proposed by the Firm, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”) and the Regulations. The Authority has duly issued Certificate of Registration No.P51800002382 dated 31/07/2017 for the Project, and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto. Further, on 24/12/2018, the promoter has applied for the extension of the registration of the project with Authority. The Authority have pleased to have extended the registration of the project till 31/12/2019 and accordingly the authority has issued Certificate for Extension of Registration of Project bearing no. P51800002382 dated 04/01/2019, and a copy of the RERA Certificate is annexed and marked as Annexure “B” hereto.

b) You have, prior to the date hereof, examined a copy of the RERA Certificate **and /or Extension Certificate** and has caused the RERA Certificate to be examined in detail by your Advocates and Planning and Architectural consultants. You have agreed and consented to the development of the said Property, in the manner mentioned in the RERA Certificate. You have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

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| Promoter/s | Purchaser/s |
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- c) The title documents, approved building plans, specifications, perspective views, features, proposed amenities have been inspected and verified by you before the reservation of the said Apartment in your name.
- d) Our Firm shall have the sole and absolute right to change, alter, amend, delete and revise the features, specifications and amenities proposed in respect of the said building.
- e) If for any reason, any changes, in the plans of the proposed building are suggested by the Sanctioning Authorities or by the Architects or Our Firm, resulting in reduction or increase (subject to maximum of 3 % in such variations) in the above mentioned area or change in its location, no claim (monetary or otherwise) will be raised or accepted except that the abovementioned TSC will be reduced or increased on pro-rata basis. In case of absolute deletion of the Apartment alongwith the \_\_\_\_Stack/Stilt/Podium/Mechanical Car Parking no claim, monetary or otherwise, will be raised or accepted except that the amount received will be refunded in full without any deduction/s.
- f) If for any reason whether within or beyond our control the whole or part of the Project is abandoned, no claim will be preferred or entertained from you save & except that your money will be refunded with interest as stated above in clause 1(j).
- g) Our Firm shall be at the complete liberty to construct additional / reduce floors, wings; structures, change layout over the said plot / proposed buildings in order to consume the FSI (“Floor Space Index”) available / purchased to the maximum potentials. Further, the Firm shall have an irrevocable right and that you hereby expressly consent and confirm that the Firm will always be entitled to utilize , transfer , assign or dispose of in any other manner as it may deem fit, all FSI and/or Transferable Development Right (“TDR”), fungible FSI, and/or any other rights, benefits including floating rights which may be available on the said Property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or fungible FSI and/or all other rights, benefits including floating rights which may be available on the said Property and any other adjoining or other properties, It is agreed by you that, you have herein, given your free and irrevocable consent to make any such variations, alterations, amendments or deletions in respect of the construction plans and approvals of the said building, as demanded by the Competent Authority and/or as deemed fit by the Firm. Further, the Firm shall not require any further or other consent or concurrence in future and your consents and confirmation herein shall be treated as an irrevocable No Objection consent, and permission given by you, under sections 7 and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Section 14 of RERA or any amendment shall be deemed to have been complied herewith.
- h) In the event that you withdraw your consent or in the event the validity of the same is challenged, then the amount of TSC shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Firm due to such consent not being granted to the Firm.

4. **SOCIETY FORMATION**

- a) Upon 51% of the total number of flats/premises in the project being booked by purchasers, the Firm shall submit an application to the competent authorities to form a society/organisation to comprise solely of the you and other purchasers of flats/premises in the buildings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules and regulations.
- b) The Firm may raise appropriate demand notices for the payment of the share money, entrance fees, formation and registration charges for the purpose of formation of the society/organization, upon you. You shall pay the same within 15 days of the date of such a demand notice

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| Promoter/s | Purchaser/s |
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5. **DOCUMENTATION**

- a) You have read and understood the terms and conditions contained in the draft agreement for sale to be executed between us and agree to unconditionally abide by the same.
- b) The said agreement for sale together with, all the annexures annexed thereto has been uploaded on the RERA website. You hereby agree to sign, execute and register the said agreement for sale together with all the annexures annexed thereto which have been uploaded on the RERA website.
- c) You shall immediately on payment of 9.9% or more of the TSC execute the said agreement for sale, the draft whereof is shown, verified and accepted by you, and the parties will be governed by the terms of such agreement thereafter.
- d) You shall grant all the required assistance to us including signing of the agreements, deeds, declarations, consent(s) and other writings as & when demanded by our Firm for lawful transfer of the said Apartment.
- e) This Letter of Allotment should be not be construed as letter of Authority to Purchaser to Sale/Transfer the said Apartment alongwith the \_\_\_\_\_Stack/Stilt/Podium/Mechanical Car Parking to any Third Party without our written consent.

6. **BREACH AND INDEMNITIES**

In case of any breach of any of the terms and conditions contained herein, by you, the Firm shall be at the absolute liberty to cancel / terminate this allotment after giving a written notice of 15 days to remediate the breach. In event of such termination, you hereby undertake to indemnify and keep indemnified the Firm and / partners / office bearers for any losses, damages, charges and expenses suffered by them on this account. The effects of such termination will be similar to whatever agreed hereinabove in Paragraph 1(h).

7. **CORRESPONDENCE**

- a) All the notices / communication to be served upon you as contemplated under these presents shall be deemed to have been duly served , if the same is sent by Courier / Registered A.D./ Speed Post / hand to you at your address contained in these presents. In case of any changes in your address, the same shall be communicated to us within 15 days in advance. Any delay or default in this behalf at your end will not concede any extension of time or excuse for your non payments or non-receipt of any letters/correspondences addressed to you.
- b) If there is more than one purchaser named in this Allotment Letter, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by the Firm 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.

8. **ACCEPTANCE AND AUTHORITY**

- a) You have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
- b) The signatory is accepting the terms and conditions of these presents for himself / herself / themselves / draws complete authority to sign / accept the contents of these presents on behalf of the addressee / allottee. The Firm shall be no way responsible in case

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| Promoter/s | Purchaser/s |
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any defects are found in the authorities of the said signatories.

c) The contents of these presents shall super cede all other writings, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.

**9. CHANGE IN POLICY, ACT OR LAWS**

Due to change/amendment in the existing Laws, Acts, Rules or due to implementation/enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.

**10. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India for time being in force.

**11. DISPUTE RESOLUTION**

- a. In the case of any disputes or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligation of the parties (each, a “Dispute”), the parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.
- b. The Purchaser/s hereby agree/s that if such Dispute is not resolved through such mutual discussions within 30 (Thirty) days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event the Developer chooses to refer such Dispute to the Conciliation Forum formed by the Maharashtra Real Estate Regulatory Authority, the Purchaser/s hereby grants his/her/its irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Purchaser/s. The conciliation proceedings shall be held in English language and the venue of the conciliation proceedings shall be at Mumbai.

**For M/s. Rikki Ronie Developers,**

Authorised Signatory.

**I / We accept**

1.       

2.       

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| Promoter/s | Purchaser/s |
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**Receipt**

**Received** by withnamed Purchaser\_\_\_\_\_a amount of  
Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_  
\_\_\_\_\_Only) booking amount towards the allotment of the Apartment bearing  
No.\_\_\_\_\_, in \_\_\_\_\_ wing, on \_\_\_\_\_floor, in building No.\_\_\_\_\_ area admeasuring\_\_\_\_\_ Sq.mt carpet  
as per RERA and \_\_\_\_\_ Sq.mt carpet as per sanctioned plan in building No.\_\_\_\_\_ to be known as  
**‘Royal Oasis’** alongwith with \_\_\_\_\_Stack/Stilt/Podium/Mechanical Tower Parking to you by  
way of  
Cheque/DD/RTGS bearing No.\_\_\_\_\_, dated\_\_\_\_\_, Drawn on  
Bank\_\_\_\_\_, Branch\_\_\_\_\_.

**WE SAY RECEIVED,**

**For M/s. Rikki Ronie Developers,**

Authorised Signatory.

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| Promoter/s | Purchaser/s |
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**SCHEDULES**

**Schedule I : (Apartment Details)**

Apartment bearing No.\_\_\_\_\_,in \_\_\_\_\_wing, on \_\_\_\_floor, in building No.\_\_\_\_ area admeasuring\_\_\_\_\_ Sq.mt carpet as per RERA and \_\_\_\_\_ Sq.mt carpet as per sanctioned plan in building No.\_\_\_\_ together with \_\_\_\_\_Stack/Stilt/Podium/Mechanical Tower Parking in the proposed building to be known as ‘**Royal Oasis**’ alongwith with \_\_\_\_\_Stilt /Podium /Mechanical Tower Parking at C.T.S No.6A/16 and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095.

**Schedule II : (Total Sales Consideration)(TSC)**

Total Sales Consideration to be paid by the Purchaser towards the Allotment of the Apartment bearing No.\_\_\_\_\_, in \_\_\_\_ wing, on \_\_\_\_floor, in building No.\_\_\_\_ area admeasuring \_\_\_\_\_ Sq.mt carpet as per RERA and \_\_\_\_\_ Sq.mt carpet as per sanctioned plan in building No. \_\_\_\_ to be known as ‘**Royal Oasis**’ alongwith with \_\_\_\_\_Stilt /Podium /Mechanical Tower Parking at C.T.S No.6A/16 and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095.

1. The Total Sales Consideration shall be Rs.\_\_\_\_\_-/-  
(Rupees\_\_\_\_\_Onl  
y) excluding all taxes and other amounts as specified in clause 3 hereunder.

2. The Total Sales Consideration shall be paid strictly in following manner :

| Sr. No. | Stage of Completion | % of sale Consideration |
|---------|---------------------|-------------------------|
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| Promoter/s | Purchaser/s |
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|       |  |     |
| Total |  | 100 |

The aforesaid schedule is not chronological and payment for any of the milestones may become due before or after other milestones depending on the date of completion of the relevant milestone.

3. In addition to TSC agreed and without prejudice to the terms of these presents, you shall have to bear and pay immediately whenever called upon, the amounts, deposits, charges and expenses etc., as follows :

- i. GST, Local taxes, premiums, transfer charges, betterment charges and / or any other taxes including interest, penalties on delayed payments and other share of outgoings as may be levied by Central / State Government, Local Authority / Corporation established by Government and applicable in respect of the said Apartment, its allotment and / or any incidence of these transaction and / or in respect of land and buildings wherein it is situated.
- ii. Stamp Duty, Registration Fees / Charges, Legal fees, payable in respect of this transaction.
- iii. Cost of formation and registration of Society / body corporate, Share Application money, Entrance fees & other outgoings, if any.
- iv. Advance / Provisional maintenance, maintenance payable to our Firm / society / body corporate from date as specified in the intimation served to you.
- v. Expenses relating conveyance of the land under development in favour of the society / body corporate and other incidental charges.

Annexure “A”  
(Copy of a **RERA** Certificate)

Annexure “B”  
(Copy of a Certificate for extension of Registration of Project)

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| Promoter/s | Purchaser/s |
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M/s. Rikki Ronie Developers

..Promoter

AND

\_\_\_\_\_

..Purchaser

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
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Agreement for Sale

This Agreement for Sale (“this Agreement”) is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 2019;

Between

M/s Rikki Ronie Developers, a Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at 6<sup>th</sup> Floor, Shah Trade Centre, Rani Sati Marg, Malad (East), Mumbai- 400 097, (PAN XXXXXXXX ), represented by its authorized Partners 1) Mr XXXXXXXX,(Aadhar no. XXXXXXXX ) and 2. Mr. XXXXXXXX,(Aadhar no. XXXXXXXX)authorized vide letter dated XXXXXXXX, hereinafter referred to as the “Promoter/s” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner constituting the said firm, the survivors or survivor of them and the heirs, executors, administrators of last such survivor and his/her/their assigns) of the **One Part**;

And

ENTER NAME OF THE PURCHASER/S having ~~his/ her/~~ their/~~its~~ correspondence address at ENTER ADDRESS OF PURCHASERS hereinafter called and referred to as the “Purchaser/s” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a company its successors and permitted assigns) of the **Other Part**;

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

**WHEREAS**

- A. By an Order dated 19<sup>th</sup> December 1936 bearing No. LND/WS/9037 passed by Revenue Authorities of Dist. Thane, a plot of land admeasuring 4 acres 2 gunthas equivalent to 16268.36 square meters bearing Survey No.263 (part) of Village Malwani, Taluka Borivali, Mumbai Suburban District and now falling with the jurisdiction of Office of Sub-Registrar of Assurances at Borivali (hereinafter referred to as the “**said Original Plot**”) was given on lease to the said Late Mr. Raymond Louis Patel for its Reclamation and cultivation for a period of 999 years. However no formal lease deed was executed in favour of Late Raymond Louis Patel;
- B. The said Raymond Louis Patel expired on 3<sup>rd</sup> July, 1974 leaving behind him 6 sons and 3 daughters being (1) Mr. Walter Raymond Patel (2) Mr. Leo alias Diago Raymond Patel (3) Mrs. Clemy alias Suhasini Prashant Dighe, (4) Mr. Morris alias George Raymond Patel (5) Mr. Gilbert alias Anthony Raymond Patel (6) Mr. Marshall Raymond Patel (7) Mr. Stephen Raymond Patel (8) Mrs. Joanna alias Janu Roger Gonsalves and (9) Mrs. Dolcy Thomas Ferreira (hereinafter referred to as “**Original Lessees**”) as his only heirs and legal representatives under the law by which he was governed at the time of his demise. His wife Mrs. Laudin Raymond Patel predeceased the said Raymond Louis Patel on 15<sup>th</sup> September 1973. On death of late Raymond Louis Patel all his right, title, interest, benefits, advantage etc. including leasehold rights in respect of said Original Plot devolved upon the Original Lessees as mentioned in this recital;
- C. By a Show Cause Notice bearing No.3D/VS1406 of 2001 dated 9<sup>th</sup> April 2002 (**the “said Show Cause Notice”**) it has been confirmed that the name of said Raymond Louis Patel appeared in Kul Khand Column of 7/12 extracts pertaining to said Original Plot issued by the Office of District Collector, Mumbai Suburban District. It has also been confirmed that the said Original Plot was allotted to said Raymond Louis Patel for the purpose of reclamation and cultivation. The said Show Cause Notice called upon said Raymond Louis Patel to show cause why the said Original Plot is not being cultivated as per the terms of allotment of said Original Plot and explaining why the said Original Plot should not be acquired by the Government;

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| Promoter/s | Purchaser/s |
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- D. By a letter dated 27<sup>th</sup> May 2002 heirs of the said Late Raymond Louis Patel being Original Lessees, replied to the said Show Cause Notice dated 9<sup>th</sup> April 2002 and denied the allegation/s made therein;
- E. By an Agreement for Development cum Assignment dated 4<sup>th</sup> August 2002, executed between the Original Lessees of the one part and **ARIHANT DEVELOPERS** a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 and having its principal place of business at 22, Court Chambers, S.V. Road, Borivali (West), Mumbai-400092 (“**said Arihant Developers**”) of the other part, the aforesaid Lessees for self and on behalf of their respective heirs have agreed to assign all their right, title and interest including development rights in respect of the said Original Plot in favour of said Arihant Developers for consideration and on the terms and conditions therein contained;
- F. Pursuant to the aforesaid Agreement for Development cum Assignment, the said Arihant Developers had paid entire consideration to the Original Lessees;
- G. By a notice dated 27<sup>th</sup> January 2006, duly served in the name of said Late Raymond Louis Patel, informing that hearing in respect of the said Show Cause notice dated 9<sup>th</sup> April 2002, was fixed on 13<sup>th</sup> February, 2006 before the Office of the District Collector Mumbai Suburban;
- H. Even though the hearing was fixed on 13<sup>th</sup> February, 2006, vide Order No. S-30/LEN 2601/704/Pr.Kr.798/J-3 dated 2<sup>nd</sup> February, 2006, of the Revenue and Forest Department, Government granted permission to use the said Original Plot to MHADA for purpose of construction of transit camps;
- I. By an Appeal dated 9<sup>th</sup> October 2007 filed by the Original Lessees challenging the Order dated 2<sup>nd</sup> February 2006 before the then Hon’ble Revenue Minister, the Original Lessees prayed for cancellation of the ex-parte Order dated 2<sup>nd</sup> February 2006;
- J. By an Agreement dated 23<sup>rd</sup> February, 2007 made between said Arihant Developers of the one part and Promoter herein of the other part, the said Arihant Developers assigned all their right, title, interest, benefits and advantages in respect of the said Original Plot in favour of Promoter herein and on the terms and conditions therein contained;
- K. Pursuant to the said Agreement dated 23<sup>rd</sup> February, 2007, the Promoter has paid entire consideration to the said Arihant Developers;

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- L. Pursuant to the said Agreement dated 23<sup>rd</sup> February, 2007, and as per request and instructions of the said Arihant Developers, Mr. Walter Raymond Patel and 29 others (being 6 Original Lessees and heirs of the three deceased Original Lessees and all legal heirs of Late Raymond Louis Patel) (hereinafter collectively be referred to as the “**said Assignors**”) executed Power of Attorney dated 28<sup>th</sup> January, 2008 (hereinafter referred to as the “**said Power of Attorney**”) in favour of the Promoter herein, Mr. Paras Shantilal Porwal and Mrs. Manju Paras Porwal (being the Partners (now retired) of Promoter) inter-alia to do various acts, deeds, things and matters in respect of the said Original Plot and the Promoter has paid a sum of Rs.37,50,000/- (Rupees Thirty Seven Lakh Fifty Thousand only) to the said Assignors;
- M. By an Order dated 5<sup>th</sup> March 2008, passed by the then Hon’ble Revenue Minister, in an Appeal filed by Original Lessees challenging Order of the Revenue and Forest Department, the Hon’ble Revenue Minister inter alia directed that the said Original Plot that has been assigned to MHADA as per Government Order No. FS-30/LEN-2601/704/Prakra793/J3 dated 2<sup>nd</sup> February 2006 be retained with MHADA itself and action for giving possession of an alternate land admeasuring 4 acres 2 gunthas to Original Lessees (being legal heirs of late Raymond Louis Patel) out of the area remaining balance in the area of Survey No.263 be taken;
- N. The Collector by his letter dated 6<sup>th</sup> May, 2008 inter-alia granted permission to the said Assignors to appoint the Promoter herein as developer to develop the said alternate plot being the said Property (defined herein below) and register irrevocable General Power of Attorney. Thereafter the said Power of Attorney was registered at the office of Sub-Registrar of Assurances at Mumbai, under No.BDR/2/03439/2008 on 8<sup>th</sup> May, 2008;
- O. The Collector by his Order dated 7<sup>th</sup> July, 2008 directed to City Survey Officer, Goregaon submit plans for allotting alternate plot out of the remaining area of Survey No. 263 to the Original Lessees and it was also recorded that necessary direction from Government will be sought with respect to period of lease and lease rent and the Original Lessees shall be liable to pay rent as may be decided by concerned authorities;
- P. As per the aforesaid Order, the said Assignors were informed by City Survey Office at Goregaon vide their letter dated 14<sup>th</sup> July 2008 about Survey and demarcation of Plot on 28<sup>th</sup> July 2008 at site and thereafter possession of plot of land admeasuring 4 Acres, 2 Gunthas equivalent to 16395.9 square meters out of Survey No. 263 (part) bearing C.T.S.No.6A (part) (now C.T.S No.6A/16 as per sub-division order as mentioned

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hereinafter) was handed over to the Promoter being constituted attorneys of Assignors including Original Lessees and City Survey Office at Goregaon issued possession receipt dated 6<sup>th</sup> September 2008. Plot bearing Survey No.263 (part) bearing C.T.S.No. 6A (part) now C.T.S No.6A/16 as per sub-division order as mentioned hereinafter admeasuring 4 Acres, 2 Gunthas equivalent to 16395.90 square meters Village Malwani, TalukaBorivali, Mumbai Suburban District granted to Original Lessees (being heirs of Raymond Walter Patel) and more particularly described in the Schedule I hereunder written (hereinafter referred to as the “**said Property**”);

- Q. By Written Submission dated 27<sup>th</sup> January 2009 filed by Charmakar Nivara Kendra Girhnirman Sanstha (proposed) (“**said Society**”) through its chairman Mr. Ashok Gaikwad before the Hon’ble Revenue Minister and Society inter alia prayed for review of Order dated 5<sup>th</sup> March 2008, passed by the then Hon’ble Revenue Minister;
- R. By a Notice dated 18<sup>th</sup> March, 2009, the said Assignors have purportedly terminated said Power of Attorney executed in favour the Assignees, Mr. Paras Shantilal Porwal and Mrs. Manju Paras Porwal being the Partners (now retired) of the Promoter herein;
- S. By an Order dated 17<sup>th</sup> February 2009 Hon’ble Revenue Minister, partly revised the Order dated 5<sup>th</sup> March 2008 passed by the then Hon’ble Revenue Minister and inter-alia directed that action should be taken for giving alternate land only for cultivation (Agriculture as livelihood) as per availability in undeveloped area, in the said Survey No.263 if the Original Lessees becomes eligible to get the said land on lease basis on the prescribed terms and conditions.
- T. Being aggrieved by the aforesaid Order dated 17<sup>th</sup> February, 2009 passed by the Hon’ble Revenue Minister, the Promoter herein filed Writ Petition bearing No. 2024 of 2009 in Hon’ble High Court;
- U. The Hon’ble Justice Mrs. R.S. Dalvi, by Order dated 7<sup>th</sup> July, 2010 in aforesaid Writ Petition No. 2024 of 2009, set aside the said Order dated 17<sup>th</sup> February, 2009 passed by Hon’ble Revenue Minister;
- V. The Promoter has filed a suit in the Hon’ble High Court bearing Suit No. 2336 of 2009 against the said Assignors inter-alia for seeking declaration that the said Power of Attorney

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is valid, legal, subsisting and binding on the said Assignors (hereinafter referred to as the “**said suit**”);

- W. On 13/02/2012, Consent Terms (“**said Consent Terms**”) were filed in said suit and the said Consent Terms operates as an Agreement to assignment cum development of the said Property in favour of the Promoter herein as per terms and conditions set out in Agreement dated 14<sup>th</sup> December 2010 annexed as Annexure 3 to said Consent Terms. The said Assignors have also executed a Supplementary Power of Attorney dated 14<sup>th</sup> December 2010 in favour of the Promoter herein and Mr. Premji Harakhchand Shah and Mr. Himmat Ganeshlal Kachhara (being partners of Promoter herein);
- X. The said Consent Terms was registered before Sub-Registrar of Assurances of Borivali-V, Mumbai Suburban District under serial No. BDR-11/08389/2012 on 09/10/2012; Pursuant to the said Consent Terms, Promoter has paid additional consideration of Rs. 87,00,000/- (Rupees Eighty Seven Lacs only) to the said Assignors and nothing is due to and payable to the said Assignors with respect to the said Property or any portion thereof;
- Y. By a Supplementary Agreement for Assignment dated 22<sup>nd</sup> December, 2010 inter alia made and executed between Mr. Novel R. Gonsalves and the Promoter herein, the Promoter herein has agreed to give additional consideration of Rs.40,00,000/- (Rupees Forty Lacs only) and one flat bearing no. 501 in Sale Building No.1 (defined herein below under recital HH) containing area admeasuring 650 square feet carpet to be constructed on the said Property to Mr. Novel R. Gonsalves (being one of the heirs of late Joana alias Janu Roger Gonsalves d/o Raymond Louis Patel) inter-alia in lieu of protecting the said Original Plot and handling litigations with respect to the said Original Plot and/or said Property. However, later on, it was mutually agreed between the Novel Gonsalves and the Promoter herein that, instead of 1 flat as mentioned under the aforesaid Supplementary Agreement, the Promoter shall allot/provide 2 flats Viz. Flat No. 501 and Flat No. 502 in C wing in Sale Building No.1 to be constructed on the said Property to Novel R. Gonsalves;
- Z. Accordingly, by Agreement dated 17<sup>th</sup> November, 2014, made and executed between the Promoter herein and Novel Rajesh Gonsalves (therein referred to as Allottee), the Promoter herein has allotted Flat No. 501, area admeasuring to 650 sq.ft. (carpet) on 5<sup>th</sup> floor in ‘C’ wing of the building namely “Royal Oasis” to be constructed on the said Property to Novel Rajesh Gonsalves. The said agreement has been duly registered at the office of the sub-registrar of assurances at Borivali-VII under sr. no. BRL-7/9301/2014 dated 18<sup>th</sup> November, 2014 and by another agreement dated 17<sup>th</sup> November, 2014, made by and between the Promoter herein (therein referred to as “Promoter”) and Novel Rajesh

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Gonsalves (therein referred to as “Allotted”), the Promoter herein has allotted a Flat No. 502, area admeasuring to 464 sq.ft. (carpet) on 5<sup>th</sup> floor in C wing of the building namely “Royal Oasis” to be constructed on the said Property to Novel Rajesh Gonsalves. The said Agreements have been registered with Sub-Registrar of Assurances at Borivali-VII under sr.no. BRL-7/9299/2014 on 18<sup>th</sup> November, 2014.

- AA. By Declaration cum Indemnity dated 17<sup>th</sup> November, 2014, the said Novel Rajesh Gonsalves has declared and confirmed the allotment of the aforesaid flats No. 501 and 502 to him by the Promoter herein in lieu of his rights, title and interest in the said Property. The said Declaration cum Indemnity has been registered at the Office of the Sub-Registrar of Assurances at Borivali – VII under sr.no. BRL-7/9300/2014 on 18<sup>th</sup> November, 2014.
- BB. The Promoter has obtained Order dated 23/04/2012 for sub-division from the concerned authorities as the said Property was a portion of larger layout of Survey No. 263 corresponding to CTS No.6A. The City Survey authority subdivided the said plot and issued property register card bearing C.T.S No.6A/16 in the name of Promoter herein as a Lessee and deleted the name of the Original Lessees. The property card of the said Property is annexed hereto and marked as **Annexure “A”** and the said Property is shown in red colour boundary line on the plan annexed hereto and marked as **Annexure “B”**.
- CC. Vide an Order dated 24<sup>th</sup> April 2012 (“**said Order**”), the Collector has given permission to the said Assignors for transferring and assigning leasehold rights with respect to the said Property in favour of Promoter herein and developing said Property and also permitted to consume Transferable Development Rights (“**TDR**”) on the terms and conditions set out therein including payment of unearned income of Rs. 13,83,87,840/- (Rupees Thirteen Crores Eighty Three Lacs Eighty Seven Thousand Eight Hundred and Forty only) to State Government;
- DD. Pursuant to the said Order, the Promoter herein has paid entire unearned income of Rs. 13,83,87,840/- (Rupees Thirteen Crores Eighty Three Lacs Eighty Seven Thousand Eight Hundred and Forty only) to State Government;
- EE. In pursuance of the said Order, vide an Agreement dated 16/03/2013 (“**said Agreement**”) made and executed between Maharashtra Government and the Promoter herein (therein referred to as the Lessees) duly registered before Sub-Registrar of Assurances Borivali -9 under serial No.BDR/9/2086/2013 dated 16/04/2013, Maharashtra Government permitted the Promoter to develop said Property on terms and conditions mentioned therein. However, initially no lease rent was mentioned in the said Agreement; and thereafter, the

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Hon’ble Collector of Mumbai Sub-Urban District by its order dated 05/11/2014 fixed a lease rent of the said property of Rs. 22,58,502/- (Rupees Twenty Two Lakhs Fifty Eight Thousand Five Hundred and Two Only) per year and by the norms and rules of State of Maharashtra, the lease period of said property has been fixed as 30 years and accordingly lease period of said property commences from 24/04/2012.

- FF. By a Deed of Assignment dated 13<sup>th</sup> May, 2014, the said Assignors have assigned, transferred and assured their leasehold rights in the said Property and all rights, title and interest with respect thereof in favour of the Promoter herein as per the terms and conditions as stated thereunder. The said Deed of Assignment was duly registered at the office of the Sub-Registrar of Assurances at Borivali – III under serial no.BRL-3/2726/2014 dated 13/05/2014;
- GG. As per the Development Plan Remark the said Property is reserved for Public Housing. As per Notification dated 02/05/2016 issued by Urban Development Department, State of Maharashtra, the Promoter shall be liable to handover 40% of land or as per Municipal Commissioner’s direction alongwith 50% Built-up area of (“**Rehab Components**”) to Municipal Corporation of Greater Mumbai (“**MCGM**”) free of cost.
- HH. The Promoter is planning to construct and develop a project to be known as “**ROYAL OASIS**” on the said Property consisting of two buildings viz. one comprising of A & B wing, each wing comprising of partly Rehab Components and partly sale components each wing consist of stilt plus 15 upper floors and C wing comprising of only Rehab Component, which consist of stilt plus upto 20 upper floors and other building comprising of sale components consisting of 4 wings, in which wings A, B, C and D wing, each comprise of stilt plus podium plus 21 upper floors together with amenities and common areas including, a Staircase, Staircase landing, Entrance Hall, Gymnasium, Club House, a swimming pool and such other structures as is deemed fit by the Promoter (hereinafter referred to as “**the said Project**”) and involving:
- (i) Obtaining the necessary permissions, sanctions and approvals (statutory, or otherwise) including Intimation/s of Disapproval, Commencement Certificates from MCGM and all other Concerned Authorities for the purpose of development of the said Property;
  - (ii) Constructing the first building being building no. 1, comprising of sale components and consisting of 4 wings i.e. Wings A, B, C, and D (“**Sale BuildingNo.1**”). wherein Wings A, B, C and D will, each comprise of stilt plus podium plus 21 upper

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floors together with amenities and common areas including Gymnasium, Club House, a swimming pool and such other structures as is deemed fit by the Promoter.

- (iii)Constructing the second building being building no. 2 comprising of A & B wing, each wing comprising of partly Rehab Components and partly sale components each wing consists of stilt plus 15 upper floors. (“**Composite Building No. 2**”). Unless referred to individually the said Composite Building No.2 and the Sale Building No.1 shall collectively be referred to as the “**said Buildings**”;
- (iv)Sale of Apartment and other office, shops, premises etc. in the said Building (save and except the Rehab Components) in the said Project on ownership basis under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer)Act, 1963 (“**MOFA**”) and RERA; Obtaining one or more Occupation Certificates on the completion of the said Buildings on said Property from the MCGM and delivering peaceful and vacant possession of apartments and other premises in the said Buildings in respect of which Occupation Certificate will be received from the MCGM,
- (v) Formation of one or more Co-operative Society/ies of purchasers of flats and the other premises in the said Buildings to be registered under the Maharashtra Co-operative Societies Act, 1960 or Company under the provisions of the Companies Act, 2013or other incorporated body or association or apex body (“**the said Organisation**”) and assigning and assuring land beneath the said Buildings and land appurtenant thereto together with said Buildings thereon the said Organisation in accordance with the provisions of these presents.

- II. The Occupation Certificate dated 29<sup>th</sup> June 2017 has been received for wings A & B forming a part of Composite Building No.2
- JJ. In these circumstances, the Promoter is entitled to develop the said Property as per the said Agreement and accordingly Promoter has evolved a scheme for development of the said Property. The development of the said Project as proposed by the Promoter, has been registered 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. The Authority has duly issued Certificate of Registration No.P51800002382 dated 31/07/2017 for the Project, and a copy of the RERA Certificate is annexed and marked as Annexure “B-1” hereto. Further, on 24/12/2018, the promoter

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has applied for the extension of the registration of the project with Authority. The Authority have pleased to have extended the registration of the project till 31/12/2019 and accordingly the authority has issued Certificate for Extension of Registration of Project bearing no. P51800002382 dated 04/01/2019, and a copy of the RERA Certificate is annexed and marked as Annexure “B-1A” hereto.

- KK. The Ministry of Environment and Forest ("**MOEF**") has granted permission to develop the said Property by their Order dated 25/03/2014 bearing Ref No.SEAC-2212/CR-411/TC-11;
- LL. Further, By Indenture of Mortgage dated 20th February, 2015, entered & executed between Mr. Premji H. Shah therein referred to as the Mortgager No. 1, Mr. Deven P. Shah, therein referred to as the Mortgager No. 2, Mr. Himmat G. Kachhara, therein referred to as the Mortgager No.3 and the said Promoter herein and therein referred to as Mortgager No.4, as party of the First Part therein, the said Promoter herein and therein referred to as Borrower, as party of the Second Part therein and Union Bank of India, having its head office at Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai 400 021 through its authorised officer Piyali Mondal, therein referred to as “Union Bank of India or the Lead Bank” as the party of the Third Part and Bank of India, having its head office at Star House, Plot No. C-5, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 through its authorized officer Tushar Hate, therein referred to as “Bank of India’ as party of the Fourth Part, the Union Bank of India & Bank of India has lent a Term Loan of Rs. 91,00,00,000/- (Rupees Ninety One Crores Only) to the said Promoter herein & Borrower therein in consideration of mortgaging of properties (more particularly specified in the said Indenture of Mortgage) belonging to the Mortgagors & Borrower including the said Property. The said Indenture of Mortgage has been duly registered at the office of sub-registrar of Assurances of Borivali-VII under Sr. No. BRL-7/1674/2015.
- MM. By and under a debenture trust deed dated 6<sup>th</sup> August, 2018, registered in the office of sub-registrar of assurances under Serial no. 11881 of 2018 ("**DTD**"), executed between Rikki Ronie Developers Private Limited (formerly known as Ruvir Constructions Private Limited), therein referred to as the "Company" and the Promoters of the Company and (1) M/s. RikkiRonie Developers, through its partners, therein referred to as the "Co-Borrower 1" and (2) M/s. Royal Lifescapes, through its partners, therein referred to as the "Co-Borrower 2" and Vistra ITCL (India) Limited thereafter referred to as the "Debenture Trustee" or "Trustee", the Company therein has raised finance of Rs.80,00,00,000/- (Rupees Eighty Crores only) from the Debenture Holders as defined therein and the Promoters therein have, as part of the transaction, *inter-alia*, created first ranking sole and exclusive mortgage and charge over the mortgaged properties including the said property

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and all unsold units and the hypothecation over the receivables from sale of units of the said Project in favour of the Debenture Trustee therein for the benefit of the Debenture Holders in terms of the DTD and on the terms and conditions mentioned therein. The sale of the said Apartment is subject to the terms of the no-objection issued by the Debenture Trustee.

- NN. By deed of Reconveyance dated 01/09/2018 executed between Union Bank of India and Bank of India (therein referred to Mortgagees) and Rikki Ronie Developers and others (therein referred to Mortgagors/Borrower), the Mortgagees have reconveyed, reassigned, released etc the said property in favour of the Promoters herein. The said Deed of Reconveyance was duly registered with the sub-registrar of assurances at Borivali-4 at Sr. No. BVI- 4-13112 of 2018and accordingly, the said propertyis free from all charges, encumbrances save and except charge of Vistra ITCL (India) Limited (Debenture Trustees)
- OO. By and under an Indenture of Mortgage dated 04<sup>th</sup> September, 2018, registered in the office of sub-registrar of assurances at Borivali – IV under Serial no. BRL-4-13334 of 2018 (“**IMD**”), executed between RikkiRonie Developers Private Limited (formerly known as Ruvir Constructions Private Limited), therein referred to as the "Company" and the Promoters of the Company and (1) M/s. RikkiRonie Developers, through its partners, therein referred to as the "Co-Borrower 1" and (2) M/s. Royal Lifescapes, through its partners, therein referred to as the "Co-Borrower 2" and Vistra ITCL (India) Limited thereafter referred to as the "Debenture Trustee" or "Trustee", the Company therein has raised finance of Rs.80,00,00,000/- (Rupees Eighty Crores only) from the Debenture Holders as defined therein and the Promoters therein have, as part of the transaction, *inter-alia*, created first ranking sole and exclusive mortgage and charge over the mortgaged properties including the said property and all unsold units and the hypothecation over the receivables from sale of units of the said Project in favour of the Debenture Trustee therein for the benefit of the Debenture Holders in terms of the DTD and Indenture of Mortgage deed and on the terms and conditions mentioned therein. The sale of the said Apartment is subject to the terms of the no-objection issued by the Debenture Trustee.
- PP. By and under an Supplemental Deed dated 11<sup>th</sup> September, 2018, registered in the office of sub-registrar of assurances at Borivali – IV under Serial no. BRL-4-13740 of 2018 (“**SDD**”), executed between Rikki Ronie Developers Private Limited (formerly known as Ruvir Constructions Private Limited), therein referred to as the "Company" and the Promoters of the Company and (1) M/s. Rikki Ronie Developers, through its partners, therein referred to as the "Co-Borrower 1" and (2) M/s. Royal Lifescapes, through its partners, therein referred to as the "Co-Borrower 2" and Vistra ITCL (India) Limited thereafter referred to as the "Debenture Trustee" or "Trustee", whereby modified some of the terms and conditions mentioned in DTDherein above.

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- QQ. The Promoter through their Project Architect prepared and submitted the Building Proposals to MCGM which was pleased to issue Intimation of Disapproval No. CHE/A-0432/BP(WS)/AP dated 01/06/2018 for Sale Building No.1 comprising of Wing A, B, C, & D. On 20/02/2014, MCGM granted Commencement Certificate bearing No.CHE/A-0433/BP(W.S.)/AP read with further / extended Commencement Certificate No. CHE/A-0433/BP(WS)/AP dated 20/04/2015 read with extended Commencement Certificate No.CHE/A-0433/BP(W.S.)/AP dated 07/04/2016 for construction of the said Composite Building No.2 and Commencement Certificate bearing No. CHE/A-0432/BP(WS)/AP dated 14/06/2018 for construction of Sale Building No.1 comprising of Wing A, B, C & D on the said Property. Photocopies of the IOD and the Commencement Certificate are annexed hereto and marked as **Annexure "C"** and **"D"** respectively; The Purchaser/s have inspected and understood IOD and the Commencement Certificate together will all the plans sanctioned therein.
- RR. The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- SS. The Promoter plans to construct and develop the said Property or the said Project 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 the include the following: -
- i. Construction of Wing “C” in the Composite Building No. 2 consisting of stilt plus upto 20 upper floors.
  - ii. Construction of Wing “E” and wing “F” in the Sale Building No. 1 each comprising of stilt plus upto 8 podiums plus upto 50 upper floors.
- TT. The Purchaser is aware, accepts and agrees that the Promoter shall be entitled to construct Wing “E” and wing “F” in the Sale Building No. 1. Further, the owners/purchasers/occupants of flats in the aforesaid Wing “E” and wing “F” in the Sale Building No. 1 shall be entitled to use/enjoy the amenities and common areas including the Gymnasium, Club House, swimming pool to be constructed on the said Property and the Purchaser agrees, accepts and consents to the same.
- UU. The Purchaser/s hereby aware, accepts and agrees that, as per condition no. 19 of the IOD dated 13/08/2013 the sale/composite building to be constructed by the Promoter herein is having deficiency in open space and the MCGM will not be held liable for the same in future. The Purchaser/s have accorded his/her/their no objection for the neighbourhood development with deficient open space in future. The Purchaser further agrees & accepts that, he/she/they will not held MCGM and the Promoter liable for any failure of mechanical

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parking system in future.

- VV. At the instructions of the Promoter, Kanga & Co, Advocates & Solicitors has investigated the rights and authority of the Promoter to develop the said Property and sell the flats in the said Buildings save and except Rehab Components. The said Kanga & Co, Advocates & Solicitors issued a Title Certificate dated 19<sup>th</sup> September, 2018. The copy of the said Report on Title is also annexed hereto and marked as **Annexure “E”**;
- WW. The Purchaser being desirous of acquiring an **Apartment** No. ENTER FLAT NO area admeasuring AREA AS PER RERA sq. metres carpet area as per RERA and AREA AS PER APPROVED PLAN sq. meters as per plans sanctioned on floor floor of WING wing together with PARKING IF ANY stack/stilted/podium car parking space, the details of which will be provided to the Purchaser at the time of possession of the said Apartment through a car parking allotment letter and according to the annexure to be annexed therein in the Sale Building No.1 known as **Royal Oasis** being constructed on the said Property as per the proposed layout plans which has been inspected by the purchaser and Municipal approved plans as shown in the plan thereof(which Apartment is shown on the floor plan and section hereto annexed marked as **Annexure “F”** and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095 (hereinafter referred to as “**the said Apartment**”) has approached and requested the Promoter to allot to him/her/them the said **Apartment**. Acceding to the aforesaid request of the Purchaser, the Promoter agrees to allot to the Purchaser, and the Purchaser agrees to acquire from the Promoter the said Apartment for the consideration and on the terms and conditions hereinafter appearing.
- XX. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser. The expression “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall. All walls which are constructed or provided on the external face of an apartment shall be regarded as “external wall” and all walls or independent columns

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constructed or provided within an apartment shall be regarded as “internal partition wall”

- YY. The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Promoter, and the Purchaser has entered into this Agreement knowing fully that the scheme of development proposed to be carried out by the Promoter on the said Property may take a very long time, therefore the Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection and expressly consents to the Promoter making such amendments;
- ZZ. The Purchaser/s has/ have inspected the said Property prior to the execution of these presents. The Purchaser/s has/ have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property including all the documents mentioned in the recitals hereinabove, the said plans, designs and specifications prepared by the Promoter’s Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the MOFA and RERA (herein collectively referred to as the “**said Acts**”) and the respective Rules and Regulations made there under. The Purchaser/s has/ have entered into this Agreement knowing fully well and understanding the contents and the implications thereof and has/ have satisfied himself/ herself/ themselves as regards to the title of the Promoter to the said Property.
- AAA. The Promoter 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 Apartment, units, offices and other usage/ premises in the building to be constructed by the Promoter.
- BBB. After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions, plans and the representations made herein by the Promoter, the Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell and transfer to the Purchaser/s on ownership basis the said Apartment along with the right to use in common the open areas attached to the said Apartment as well as the proportionate common areas, amenities and facilities in the said Project on the terms and conditions hereinafter appearing.
- CCC. The total sale consideration of the said Apartment and the payment terms are stated herein under **Annexure G** of this Agreement and the Purchaser/s has/ have agreed to pay to the Promoter same and other charges and deposits in the manner hereinafter appearing.
- DDD. The Promoter are required to execute a written agreement for sale of said the Apartment to the Purchaser/s under the Acts being in fact these presents and also register the same under the Registration Act. The Promoter has informed the Purchaser/s and the Purchaser/s are

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aware that provisions of the RERA are applicable. Pursuant to above enactment if and when required by the Promoter, the Purchaser/s and the Promoter shall jointly execute and register such supplemental or modification document/s as may be required by the Promoter.

EEE. The parties hereto 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:**

- 1. The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.
- 2. The Promoter is developing and constructing the said Project on the said Property more particularly described in the First Schedule hereunder written comprising of Composite Building No.2 and the Sale Building No.1. Further, the Promoter is developing and constructing the Sale Building No.1 together with Gymnasium and Club House, a swimming pool in accordance with the plans and specifications seen and approved by the Purchaser/s, and as per the true copy thereof received by the Purchaser/s prior to the execution of this Agreement.
- 3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which are imposed or which may be imposed by the concerned local authorities and/or Government bodies including Collector at the time of sanction of the said plans or thereafter.
- 4. Subject to the terms and conditions herein, the Promoter hereby agrees to allot/sell to the Purchaser and the Purchaser agrees to accept allotment/purchase from the Promoter, the said Apartment No. FLAT NO area admeasuring AREA AS PER RERA sq. metres carpet area as per RERA and AREA AS PER APPROVED PLAN sq. meters as per plans sanctioned on FLOOR floor of WING wing together with ENTER PARKING IF ANY stack/stilted/podium car parking space, the details of which will be provided to the Purchaser at the time of possession of the said Apartment through a car parking allotment letter and according to the annexure to be annexed therein in the Sale Building No.1 known as **Royal Oasis** as per the proposed layout plans which have been inspected by the purchaser and Municipal approved plans as shown in the plan thereof (which apartment is shown on the floor plan and section hereto annexed marked as **Annexure “F”** and situated at Jankalyan Nagar, Near Billa Bong International School, Off. Marve Road, Malad (W), Mumbai – 400 095, at or for the price of **Rs. ENTER TOTAL CONSIDERTATION IN**

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NUMBER/- (**Rupees** ENTER TOTAL CONSIDERATION IN WORD Only) (“**Sale Consideration**”), which shall be payable by the Purchaser to the Promoter in the manner provided in **Annexure “G”** annexed hereto. The said price of **Rs.** ENTER TOTAL CONSIDERTATION IN NUMBER/- shall be payable by the Purchaser to the Promoter in addition to other amounts stated herein and payable by the Purchaser including the amounts annexed herein under **Annexure “H”, Annexure “I” and Annexure “J”**.

5. It is clarified that Sale Consideration shall be payable by the Purchaser in the following manner: -

Account Name:

Account Type:

Account No:

Bank Name:

Branch :

MICR Code:

IFSC Code:

(**“Account 1”**);

For this purpose, the Promoter may raise appropriate demand notices for payment upon the Purchaser, specifying the amount out of each instalment of the Sale Consideration to be paid into the Account 1. The Purchaser shall pay the same within 15 days of the date of such a demand notice. Further, the Promoter is not bound to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. It is clarified that all other amounts, deposits, taxes, charges, cesses etc. payable by the Purchaser under this Purchaser, shall be paid into the Account 2.

In addition to the above consideration, any tax or charge including, but not limited to GST, Service tax, VAT/ WCT/ cess or any other new levies/ tax (direct and indirect) become payable in respect of this Agreement either in future or with retrospective effect shall be borne and paid by the Purchaser alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

6. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to purchase of the said Apartment, the Purchaser undertakes to direct such financial institution to the promoters, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter through an

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account payee cheque/demand draft drawn in favour of –

Account Name:

Account Type:

Account No:

Bank Name:

Branch :

MICR Code:

IFSC Code:

(“**Account 1**”);

7. All the **Pass Through Charges like** GST, stamp duty, registration charges, share application money, society formation charges, advance maintenance, electricity deposits, interest free maintenance deposits collected from the purchasers of the Project and all the other taxes, stamp duty, registration fees shall be credited to the account details mentioned below:

Account Name:

Account Type:

Account No:

Bank Name:

Branch :

MICR Code:

IFSC Code:

(“Account No. 2”)

OR

Any account intimated by promoter.

8. The Parties herein explicitly agree to abide by and confirm, that on the instruction from the Promoter, the Purchaser shall apportion the payments as mentioned in Annexure “J” in the above stated manner and shall accordingly issue multiple cheques towards the payment of the Sale Consideration.

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9. As part of the transaction contemplated herein, the Purchaser shall, on the Purchaser being intimated to occupy the said Apartment, pay to the Promoter inter alia the amounts as stated in **Annexure “H”** annexed herein below, over and above the Sale Consideration and all other amount payable by the Purchaser under this Agreement or otherwise. The Promoter is entitled to retain and appropriate the same to its own account.
10. Further, the Purchaser shall on the being intimated to occupy the said Apartment, pay to the Promoter the proportionate share of municipal taxes for the said Apartment (as applicable at the time of possession) and maintenance charges for the said Apartment (for 18 months) as stated under **Annexure I**;
11. The Promoter shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Apartment and the Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately.
12. It is further clarified that list of charges mentioned herein are only indicative and not exhaustive and the Purchaser agrees to pay to the Promoter such other charges as the Promoter may indicate.
13. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned in Annexure “H” herein below, the Purchaser shall forthwith on demand pay to and/or deposit other amounts including lease rent/premium with the Promoter. The said amount shall not carry any interest.
14. The Purchaser/s hereby agree 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 instalment being the essence of this Agreement. An intimation forwarded by the Promoter to the Purchaser that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced and/or completed. It is further agreed that if the Purchaser commits any delay or default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement, the Promoter shall without prejudice to any other rights or remedies that they may have against the Purchaser, including right to forfeit the Sale Consideration and/or terminate and/or put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser and the Purchaser shall pay to the Promoter interest on all outstanding payments at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws on all the amounts outstanding under the terms of this Agreement compounded on monthly rests from the due date till the date of actual payment.

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15. The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any instalment or any other amount under this Agreement or otherwise, the Promoter shall be entitled to raise, recover and receive the amount of interest at any point of time during the construction of the said Apartment or after the completion of the said Apartment but before handing over possession of the said Apartment to the Purchaser/s.

The Sale Consideration mentioned in herein and the deposits/ charges mentioned under Annexure H are as per the current estimated cost for construction of the said Apartment. The Sale Consideration shall be escalated/increased due to any increases on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time. The Promoters shall accordingly raise a demand on the Purchaser/s for increase in the development charges, costs or levies imposed by the competent authorities, etc., which shall be applicable only to subsequent payments.

16. The Sale Consideration mentioned in herein and the deposits/ charges mentioned under Annexure “H” to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent including but not limited to make any such variations, alterations, amendments or deletions as may be provided 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 Sale Consideration shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.
17. It is expressly agreed between the Parties that the Sale Consideration payable 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 Agreement.
18. In the event of the Promoter 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 any other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Promoter in proportion to the carpet area of the apartment or otherwise as may be determined by the Promoter and non- payment of the same, shall constitute a breach of this Agreement.
19. The Promoter will keep Certificate of its Architects **Barai Architects**, having address at 3<sup>rd</sup> floor, Varma Chambers, 11, Homji Street, Hornimon Circle, Fort, Mumbai – 400 001 or any other Architect that may be deemed appropriate/fit by the Promoter, certifying that the Promoter has carried out/commenced given item of work and such certificate will be

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open for inspection by the Purchaser/s at the office of the Promoter and such certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same.

20. If the Purchaser fails, neglects and/or is otherwise unable to pay to the Promoter any of the amount including the consideration amount and taxes as mentioned in this Agreement and/or commits breach of any of the terms and condition of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, N.O.Cs. Orders, and other sanction, permission, circulars, Undertakings and Affidavits etc., then and in that event, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser either under this Agreement, or in law or otherwise, be entitled to terminate this Agreement and entitled to forfeit and appropriate the following amount:

- a. a minimum of 5 % (Five percent) of the total consideration value, or all the losses and/or damages suffered in the sale of the said Apartment to a new purchaser, whichever is more.

Or

- b. a minimum of 7% (Seven percent) of the total consideration value, or all the losses and/or damages suffered in the sale of the said Apartment to a new purchaser, whichever is more, in case of any brokerage being paid with respect to the sale of the said Apartment.

The Promoter shall refund without interest the balance, if any due to the Purchaser only after the said Apartment is sold and all amounts including consideration amount has been received from the new purchaser in respect of the said Apartment. However, any profit and all other advantages and benefits arising from the sale of the said Apartment to a new purchaser shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to the said profits and all other advantages and benefits.

21. However, only in the event that the Purchaser/s terminates this Agreement due to the construction held up on account of delay in issuance of permissions/approvals from Government/concerned authorities and the Promoter fails to give possession of the said Apartment within the period agreed herein, the Promoter reserves the right to refund to the Purchaser/s the booking amount/earnest money or any other amounts till then paid by the Purchaser to the Promoter with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or as may be prescribed under the applicable law from time to time. It is further provided, that in such circumstances, the Purchaser/s shall also

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have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Apartment 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 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 within 30 (thirty) days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable law from time to time, till such time that the payments are made, inclusive of the accrued interest.

22. It is agreed by the Purchaser that, in the event, purchasers avails the loan from the any Banks, then purchasers shall irrevocably consents to take the disbursement of his/her/their loan according to terms set-out in the said tie-up. Notwithstanding the above, the Purchaser’s obligation to make payment of the instalments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the instalments towards consideration from the Lender. Any delay in receiving the instalment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable law on the outstanding amount.

On the Purchaser committing breach of any of the terms and conditions of this Agreement including failing and/or neglecting etc. to pay to the Promoter any of the amount including the consideration amount as mentioned in this Agreement as aforesaid and/or on termination of this Agreement for any reason whatsoever, the Purchaser shall cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoter or against the said Apartment and the Promoter shall be entitled to deal with and dispose of the said Apartment to any other person/s as they deem fit without any further act or consent of the Purchaser. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said Apartment only and such right will accrue to the Purchaser only on the Purchaser making the payment of all the amounts including consideration amount to the Promoter strictly in accordance with this Agreement and only on Purchaser performing and complying all other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold apartment, shops, offices,

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car parkings and other premises, terraces, portion or portions of the said Buildings, Club House, Swimming pool, Gymnasium and passages etc. shall remain as the property of the Promoter till the time the Promoter hands over common areas and amenities and facilities in the said Project to the said Organisation/ the Promoter executes a deed of assignment of the said Project and the said Property appurtenant thereto to the said Organisation. The Purchaser hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the said Property and/or their leasehold rights, title, interest, benefits under the said Agreement dated 16/03/2013 and/or said Buildings and/or all other unsold apartments, shops, offices, other premises and car parks in the manner deemed fit by the Promoter without any further or other consent or concurrence but subject to the rights of the Purchaser/s under these presents.

23. In addition to and without prejudice to what has been mentioned herein, the Promoter hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the said Property is 22937.9 square meters only and the Promoter has planned to utilize Floor Space Index of 29762.10 sq. metres on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to, which are applicable to the said Project. The Promoter has disclosed the FSI of 52700 sq. metres plus fungible and other FSI available as proposed to be utilized by him on the said Property in the said Project and the Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only. The Purchaser hereby give/s his consent to the Promoter to undertake the development of the proposed FSI and/or in accordance with the proposed layout plan and/or to carry out alterations, variations, amendments or deletion as maybe required by the concerned authorities. The Purchaser/s hereby confirms and declares that her/she/they have seen, inspected and understood the proposed layout plan with respect to the said Property.

24. It is agreed that notwithstanding anything contrary to contained herein, the Promoter shall be entitled at any time to amend and /or re-design the existing layout and/or to construct additional building/structures on the said Property and/or additional floors on said Buildings being constructed on the said Property, even after completion of said Buildings and/or even after execution of deed of assignment with respect to land beneath the said Building and land appurtenant thereto. All such additions, alterations, additional floors and/or additional wings, building/s and/or structures shall be the sole property of the Promoter who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of

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additional F.S.I. that may be available from the said Property and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said Property and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I or otherwise or on account of floating rights and all other benefits and rights. The Promoter shall be entitled to utilize and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser shall not be entitled to claim any rebate in price or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever. The Purchaser hereby confirms and consents to the irrevocable and unfettered right of the Promoter to construct the said Buildings and other structures (if any) on the said Property and/or additional floors on the said Buildings being constructed on the said Property in the manner deemed fit by the Promoter without any further or other consent or concurrence in future and 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.

25. The Promoter shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Promoter will always be entitled to utilize all FSI and/or TDR, fungible FSI, and/or any other rights, benefits including floating rights which may be available on the said Property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or fungible FSI and/or all other rights, benefits including floating rights which may be available on the said Property and any other adjoining or other properties,
26. In addition to the above, the Promoter has further informed to the Purchaser/s that as per the prevailing rules and regulations of the Development Control Regulations Act., 1991 and/ or Municipal Corporation of Greater Mumbai 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.), the Promoter is additionally entitled to purchase and load TDR/FSI on the said Property for construction purposes and the Promoter shall be carrying out the construction activities on the said Property as per the discretion of the Promoter.
27. The Purchaser/s is/are aware that the Promoter will be developing the said Property on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deem fit and the Promoter shall be entitled to grant, offer, upon or in respect of any portion of the said Property, to any third party all

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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 and the Purchaser/s expressly and irrevocably consents to the same.

28. The Promoter 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 including any projects being carried on in the adjoining lands by the Promoter or any other person and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
29. It is agreed and recorded by and between the parties hereto that at any time after the Promoter executes the deed of assignment in respect of proportionate area the said Property and building favour of the Organisation, any additional FSI or TDR becomes available on the said Property and the said Organisation decides to exploit/utilize such FSI or TDR then the said Organisation shall appoint the Promoter or any of the Promoter’s nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them; The Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.
30. Upon 51% of the total number of apartments/premises in the said Project being booked by purchasers, the Promoters shall submit an application to the competent authorities to form said Organisation to comprise solely of the Purchaser and other purchasers of flats/premises in the said Buildings, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules and Regulations.
31. The Promoter may raise appropriate demand notices for the payment of the share money and entrance fees as detailed in **Annexure J** for the purpose of formation of the said Organisation upon the Purchaser. The Purchaser shall pay the same within 15 days of the date of such a demand notice.
32. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the said Organisation on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Buildings standing on the said Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the said Organisation regarding

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occupation and use of the said Apartment and shall pay outgoings in accordance with the terms of this Agreement.

33. In the event of the said Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments in the Building/s, the power and authority of the said Organisation so formed or that of the Purchaser and the purchaser/s of other premises in the Building/s shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold apartments, tenements, garages, car parkings, terrace etc and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold apartments, if any. Further, the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold apartments PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said Organisation being formed earlier than the Promoter dealing with or disposing the said Buildings and/or other building/structures to be constructed (if any) on the said Property then and in that event any allottee or purchaser of an apartment from the Promoter shall be admitted to such organisation/on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs. 1000/- (Rupees One Thousand only) for the share money and Rs.100/- as entrance fee and such allottee/purchaser or transferee thereof shall not be discriminated or treated prejudicially by the said Organisation.
34. It is further agreed that Promoter shall execute deed of assignment in respect of the lease for proportionate area of the said Property and the Buildings in favour of the said Organisation subject to the permission given by the Collector/Competent Authority (if any). Such deed of assignment in respect of the lease of the proportionate area of the said Property in favour of the said Organisation shall be executed by the Promoter within 3(three) months of obtaining the Occupation Certificate (“OC”) of the last building of the said Project and has sub-divided the underlying land for the purpose of assignment of the same as deemed fit by the Promoter as per the terms and conditions of the Agreement dated 16<sup>th</sup> March, 2013. Till the Promoter has obtained the OC in respect of the last building of the said Project, the Promoter shall not be and/or caused to be required to execute deed of assignment or any other document in respect of lease of the said Property and any other buildings/structures (if any) standing or any portion thereof and the Purchaser agrees and irrevocably consents not to have any demand or dispute or objection in that behalf. The Promoter does not take any responsibility and shall not be liable for any delay caused due to the Collector/Competent Authority not furnishing the necessary permission required for

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executing the deed of assignment in favour of the Organisation.

35. A deed of assignment to be executed in respect of proportionate area of the said Property and the building in favour of the said Organisation or Declaration to be submitted under the Maharashtra Apartment Ownership Act, 1970, (“MAO Act”)/ MOFA and or RERA or other documents in favour of the said Organisation 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 for safeguarding its overall interest in the said Property and the building,
  - b) Such provisions and covenants as may be necessary for giving effect to Clause no.26 mentioned herein regarding the Promoter’s right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property after assignment of the said Property by the Promoter in favour of the Organisation.
  - c) a covenant by the Purchaser/s to indemnify and keep indemnified the Promoter 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.
  - d) The right of the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the said Organization to admit such purchaser of the apartment comprised therein as its member without charging any additional amount.
36. The Promoter hereby agrees that they shall, before execution of a assignment of lease of the proportionate area of the said Property in favour of the said Organization 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 has absolute, clear and marketable title to the said Property so as to enable them to convey to the said Organisation such absolute, clear and marketable title on the execution of an assignment of lease of the proportionate area of the said Property by the Promoter in favour of the said Organisation.

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37. Save and except as provided in this Agreement, there are no encumbrances upon the project land and/or the said Project.
38. The Promoter 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 Apartment 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 Apartment.
39. The Promoter shall sell/allot all Apartment, garages, car parking, terraces and all other premises intended to be constructed on the said Property with a view ultimately that the purchasers / allottees of all the flats, tenements, other premises, garages, in said Building, additional floors thereon (if any) and/or any other buildings/structures (if any) standing on the said Property shall be admitted to the said Organisation. It is agreed and clarified that the Promoter shall have all the exclusive, irrevocable and unfettered rights and be entitled to sell, allot, transfer, give on lease, give on leave and license basis and/or otherwise deal with and dispose of the apartment, garages, car parking, open spaces, terraces and all other premises etc. separately and independently and the purchasers / allottees of all the apartment, garages, car parking, open spaces, terraces etc. in said Buildings and/or any other buildings/structures (if any) shall be admitted to the said Organisation. The Purchaser and the person to whom the said Apartment is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter and/or the said Organisation and/or Collector and/or concerned authority may require for safeguarding the interest of the Promoter and/or the Purchaser and other purchasers in the said Property.
40. It is hereby expressly agreed that the terrace/s on the said Buildings and/or other buildings/structures (if any), shall always belong to the Promoter and they shall be entitled to deal with, dispose of the same in such manner as they may deem fit. The Promoter shall be, if so decides, entitled to construct in, over or around or above the terrace of the said Buildings or any additional area or facility permitted within the rules of the Municipal Corporation of Greater Mumbai, D.C.Rules and/or any other concerned statutes. In the event of the Promoter obtaining permission from the Concerned Authorities for construction any type of apartment/offices/ shops/ units/ galas or other premises on the terrace, the Promoter shall be entitled to dispose of such flats/offices/ units/galas or other premises together with the terrace/s to such persons at such rate as the Promoter may deem fit. The Promoter shall be entitled in that event to allow use of such entire terrace/s to the

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purchaser/s of such flats/ offices/units/galas or other premises proposed or constructed on the said Buildings and/or other buildings/structures (if any) and the terrace/s shall then be in exclusive possession (as Owner) of the Purchaser/s of such premises proposed or constructed on the Terrace/s. In the event of the Promoter constructing more than one flat/ office/ shop/unit/gala or other premises on the terrace/s, the Promoter will be entitled to dispose of the Concerned Premises together with the Portions of the terrace proportionate to and/or appurtenant thereto and/or in any manner whatsoever at their sole discretion. The said Organisation should admit as its members the Purchasers of such premises that may be proposed or constructed on the terrace/s with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed the said Organisation shall be free to depute its representative to go to the terrace/s for regular check up and up keep at all reasonable hours and for or during such times as may be mutually agreed upon by the Purchasers of such premises on the Terrace/s and said Organisation.

41. The percentage and undivided interest of the Purchaser in the common areas and facilities is limited to its use and access commonly along with the other occupants of the said Buildings or otherwise pertaining only to the said Apartment and shall be proportional to the area of the said agreed to be sold hereunder with respect to the total area of the Sale Building No.1 in which the said Apartment is situated. The Purchaser is aware that, as a result of change in the buildings plans of the said Building/s and/or wing/s therein on the said Property share in the undivided interest in the common areas and facilities may increase or decrease and the Purchaser hereby irrevocably agrees to accept such share as changed, as aforesaid. Notwithstanding anything contained herein it is agreed that the Purchaser shall only be permitted to use the said common areas and facilities on such terms and conditions as may be deemed fit by the Promoter till the Promoter executing deed of assignment with respect to land beneath to the said Buildings and appurtenant thereto.
42. It is agreed that the said Apartment shall be of R.C.C. structure with normal brick/ siporex with cement plaster only. It is agreed that the said Apartment may contain specifications, fixtures, fittings and/or amenities as may be mutually agreed by both the parties hereof. The Purchaser/s hereby agree/s, declare/s and confirm/s that save and except the specification, fixtures, fittings and/or amenities as may be mutually agreed between the parties hereto, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Apartment or in the said Buildings.
43. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupation Certificate with respect to the said Apartment is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent).If

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there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the purchaser towards Sale Consideration, which shall be payable by the Purchaser prior to taking possession of the Apartment. It is clarified that the payments to be made by the purchaser, as case may be, under this clause shall be made at the rate Rs. [ENTER AMOUNT DIVIDED BY TOTAL CONSIDERATION BY RERA]/- per sq.mtr.

44. It is made clear by the Promoter that the quality, colour, shape, make and design of the materials used for providing amenities in the flats / shop/premises may be differ from wing to wing and/or building to building in the said Project and it is not binding on the Promoter to use the same quality, colour, shape, make and design materials in the entire housing project.
45. The Promoter shall be at liberty and be entitled to carry out the amendments, alterations, modifications and/ or variations to the scheme of development, amend the lay-out plan of the said Property, the building plans and other approvals 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) amending the location, size, number of floors etc. of any of the buildings on the said Property, and/or,

(iii) constructing one or more of the proposed buildings on the said Property, wholly or partly for residential / non-residential / commercial user such as retail shopping, offices, schools, hospitals, hotels, multiplex-theatres or any other user as may be decided by the Promoter, and/or,

(iv) getting sanctions and permissions for construction of additional/different floors on any towers/wings/buildings on the said Property, as may be permissible under the DCR, and/or, (iv) altering the location of any reservations, common areas, facilities and amenities, facilities, including Recreational Garden (R.G.) of the layout of the said Property, and/or, in any other manner howsoever; without however, in any way, adversely affecting the Apartment agreed to be sold hereunder. and/ or

(v) to the further building/s plans (whether envisaged at present or not) and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Buildings and/or said Property and/or get the said Property sub-divided into small portions or parts and/or amalgamate the same with any other property or properties and develop the same under regulations 33(9), 33(10) and 33(14 D) or any other regulation of the Development Control Regulation of Greater
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Mumbai, 1991amalgamation of the said Property with any adjoining plots of land;

- (vi) The Purchaser/s and/ or the Organisation/ Apex Body or any other body 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 to carry out the necessary acts, deeds, matters and things.
  - (vii) The Purchaser/s hereby grants his/ her/ their irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilised for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.
46. Further, it is agreed between the parties hereto that the Purchaser shall not be entitled to nor shall he/she/they insist for sub-division of the said Property or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Buildings and/or other building/structures (if any) and that the Purchaser and/or the said Organisation shall not be entitled to put up any further or additional construction on the said Buildings exceeding the FSI consumed therein at the time of deed of assignment to be executed in their favour for any reason whatsoever.
47. For all or any of the purposes, mentioned under this Agreement, the Promoter shall have absolute and unrestricted rights, to put fresh plans and/ or revise the plans and/ or alter the specifications or otherwise, without reducing an area of the said Apartment and the Purchaser/s shall not take any objection for the same.
48. The Purchaser/s do hereby give their irrevocable consent and no objection to the Promoter for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property. 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 of cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent to the demolition, removal and relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
49. The Purchaser has made inquiries and is satisfied that the Promoter is a lessee and is entitled to construct the said Buildings thereon and to sell/allot the flats, shops, offices, tenements and other premises therein (save and except Rehab Components). The Purchaser hereby undertakes not to raise any objection and/or requisitions to the title of the Promoter to the said Property as a lessee and right to construct the said Buildings thereon and sell/allot

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flats, shops, offices and other premises therein.

50.     The Purchaser/s hereby further agrees and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter 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 MCGM or any other appropriate authorities in that behalf as well as for the construction of such building/s in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Apartment agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The Purchaser/s agree/s that the said consent is irrevocable.
51.     The Purchaser/s is/are aware that proposed building is constructed with concession in open spaces/ joint open spaces and the Promoter has executed registered undertaking in favour of the MCGM It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/ executed by the Promoter in favour of concerned bodies/ authorities in respect of the said Property and its development shall be binding upon the Purchaser/s and the said Organisation.
52.     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 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 in this regard.
53.     The Promoter 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 building, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Apartment which is agreed to be sold to the Purchaser/s and the Purchaser/s expressly consents to the same.
54.     The Promoter 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 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

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in the said Property and the building/s constructed thereon.

55. Under the present Agreement, the Promoter 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 sole discretion of the Promoter 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 or their nominees or transferees on these account.
56. The Purchaser is aware that the Promoter or the Maintenance Agency nominated by the Promoter shall provide certain Maintenance Services in the said Buildings until expiry of 3 years from the date of obtaining full Occupation Certificate. The Purchaser hereby agrees to pay his share of costs, charges, expenses and fees payable for the said services to the promoter or the Agency as the case may be. Thereafter the said Organization of flat Purchaser/s shall enter into Maintenance and Service Agreement with the Promoter and/or the said Agency appointed by the Promoter for Maintenance and Services in the said Building for such fees and on such terms and conditions as may be agreed upon. This condition is on essence of the contract.
57. The Purchaser state that it is in his/her/its/their interest to help the Maintenance Agency in effectively keeping the flat(s) and the said building secured in all ways. The Purchaser/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the same building. However, it has been made clear to the Purchaser/s that the entire internal security of the Flat shall be sole responsibility of the Purchaser and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the Purchaser.
58. 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 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 buildings constructed thereon and inclusive of the payment fees of the Project Management Agency
59. The Promoter 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 assigned to the Organisation and shall continue until the entire said Property is developed.

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60. Save and except or otherwise not to reduce any area of the said Apartment, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full potential/benefits/yields (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion;
61. The Promoter 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 Apartment.
62. Brochures, Pamphlets, Literature, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise are based on Plans approved by the concerned authority/ies. The Promoter shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specification etc. as contained in brochure. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or purchaser of the premises from or by virtue of brochure. The Promoter shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or purchasers of the premises. No person or purchaser of the premises shall have any right or be entitled to claim or enforce any right based on the brochure. The Promoter shall have irrevocable and unconditional right to change, delete, substitute, alter, subtract, add, amend etc. the said plans, drawings, information, specification, amenities, lay-out etc. in such manner as the Promoter may deem fit. 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 Apartment 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, agreements, arrangements, understanding, letters, brochures and/or oral/written representations whatsoever.
63. Without prejudice to other terms of this Agreement, the Promoter shall be entitled to terminate this Agreement on account of the failure of the Purchaser/s to comply with any terms of this Agreement and to take back possession of the said Apartment and in such an event, the Promoter shall refund to the Purchaser/s the amount in the same manner, like failure to pay the instalments or other charges, mentioned herein, and the same shall be accepted by the Purchasers, without raising disputes of any nature whatsoever. The Promoter shall be entitled to adjust and/or deduct any losses, damages, expenses suffered by the Promoter due to such non-compliance from the amounts lying with the Promoter before refunding such amount to the Purchaser/s.

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64. The Purchaser/s is/ are aware that as per the present or future Development Rules if the FSI/ TDR of Staircase and Lift well is available for development, on payment of premium or otherwise, the Promoter shall be entitled to utilize the same, either by constructing additional floors and/ or by utilizing the same in remaining buildings to be constructed on the said Property and/ or on any vacant area of the said Property and the Purchaser/s shall not object to the same by any means whatsoever.
65. Under the present Agreement, the Promoter has agreed to sell and transfer only the said Apartment 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 buildings on the said Property or any part thereof, save and except the said Apartment. The Purchaser/s shall have right only in respect of the said Apartment 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.
66. The Promoter intends to either retain or sell the parapet walls of terrace, blank walls on the external periphery of building/s which may be constructed on the said Property (hereinafter called **“the said hoarding space”**). The retention/ sale of such hoarding space is only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and for that purpose Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be. the Promoter or the occupiers/ conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace for cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s thereon for their exclusive use or otherwise and shall also bear and pay the municipal corporation taxes and other taxes directly or through the Organization. The Promoter /s or the purchaser of the hoarding space shall not contribute to any of the outgoings to the Organization. The Purchaser/s shall not object in any manner and shall co-operate with the Promoter or purchaser of such hoarding space for admitting the Promoter or purchaser of such hoarding space as nominal member of the Organization. Further, The Purchaser/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Apartment 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. The Promoter shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter 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. This is an irrevocable written confirmation given by the Purchaser/s to the Promoter or the prospective purchaser/s of such hoarding space from the Promoter and also the Organization. On the basis of this clear understanding, the

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Promoter has agreed to execute these presents.

67. The Promoter shall have the exclusive and perpetual right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property, till such time as the said Property together with the buildings constructed thereon are transferred to the said Organisation. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Promoter.
68. The Purchaser/s hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the building/s being constructed on the said Property, excluding the said Apartment in favour of any bank, financial institutions, body, trust, lenders, persons etc., to enable the Promoter to augment the fund for the Promoter for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of assignment of lease of the proportionate area of the said Property in favour of the said Organization formed of all the Purchaser/s in the said building.
69. The Purchaser hereby also grants its irrevocable authority, permission and consent to the Promoter 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 and which the Promoter 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 said building or any part thereof. The Purchaser/s shall have no claim save and except the said Apartment 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. shall remain the property of the Promoter until the Property and said building/s are conveyed to the Organization as herein mentioned.

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- 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 Apartment and shall be binding upon the Organization.
- iv) Irrespective of disputes if any, which may arise between the Promoter and the Purchaser/s and/ or the Organization, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to the Promoter under this Agreement, shall always be punctually paid by the Purchaser/s and shall not be withheld or set off by the Purchaser/s for any reason whatsoever. It is further agreed between the Promoter and the Purchaser that the Promoter shall be entitled to either form a separate Co-operative Society or Limited Company or Association or condominium or make any prospective Purchaser of flats/premises or allottees of Rehab Components that the Promoter may make at any time members of the said Organisation as may be found conducive and acceptable to the Promoter and as the Promoter may desire or decide time to time.
- v) For all or any of the purposes mentioned under this Agreement, the Promoter 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 may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
- vi) The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/ or claim 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 Promoter and/or any of their nominees or transferees, from developing and/ or to carry out additional construction, on the said Property and/ or on adjoining properties.

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- vii) The Promoter has 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 alone and Purchaser/s or their nominees or assignee hereby waive all such claims, etc. Additionally, all the benefits, areas under the podium shall solely and exclusively belong to the Promoter and Purchaser/s and/ or said Organization shall not raise any claim or objection on the same.
  
- viii) The Promoter has further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled 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 will not have any claim, objection or protest of any nature at any time in future hereafter.
  
- ix) It is agreed that the Promoter shall be entitled to assign or sub-lease the portion or portions of the said Property on un-sub-divided basis in favour of the said Organisation as the case may be and the Purchaser agrees not to raise any objection or dispute regards the same. It is made amply clear that the Promoter shall be the entity which will ultimately decide about the grant of right of way or open spaces or any access or ingress to each of the Building or said Buildings, wing or wings thereof, and other building/structures (if any) on the said Property and the Purchaser shall not dispute or object to the same any time hereafter in any manner whatsoever. The Purchaser is fully aware that the Promoter have entered into this Agreement on the faith, assurances and the Agreement between the Promoter and the Purchaser is that the Promoter alone shall be entitled to decide the portion or portions to be demised by way of lease on un-sub-divided basis and the Purchaser agrees not to raise any objection or dispute regards the same. Notwithstanding what is contained to the contrary herein, the Promoter shall be entitled to assign leasehold rights with respect to the land beneath the said Buildings or any part thereof or portion or portions thereof either Phase-wise or Wing-wise to independent Society, Limited Company, Body of persons, association of persons or an Apex Body, or said Organisation as the case may be and the option to be selected and exercised by the Promoter shall be the sole option of the Promoter and the Purchaser/s confirm that neither the Purchaser herein nor any Body of

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prospective Purchaser/s will be entitled to call upon or compel the Promoter to select any specific option as the case may be.

70. Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.
71. The Promoter shall endeavour to complete the construction of the said Apartment and handover the possession thereof by 31/12/2019 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 Apartment are duly paid by the Purchaser/s.
72. However, the Promoter shall be entitled to further extension of time for completion of the said Apartment as stated above, if the completion of Sale Building No. 1 is delayed on account of war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the project; any specific stay or injunction order, notice, order, rule, notification of the Government, B.M.C/MCGM and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority or due to such mitigating circumstances as may be decided by the Authority.
73. The Parties herein agree and consent that the term mitigating circumstances in the aforesaid clause no.72 shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Promoter; and /or Economic downturn or Labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or Competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry. The Purchaser/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter, as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Promoter and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser/s to the Promoter.
74. In the event the Promoter does not wilfully give possession of the said Apartment by the

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expiry of the aforesaid grace period as may have been extended by the force majeure event (or within any further date or dates as may be mutually agreed between the parties hereto), then in such case the Purchaser/s shall be entitled to give notice to the Promoter terminating this agreement, in which event the Promoter shall within 4 (four) weeks from the receipt of such notice, refund to the Purchaser/s the amounts paid under this agreement, if any, that may have been received by the Promoter from the Purchaser/s till date in respect of the said Apartment with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable law from time to time from the date of receipt till repayment. In the event of such termination neither party shall have any further claim against the other in respect of the said Apartment or arising out of this Agreement and the Promoter shall be at liberty to dispose off the said Apartment to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

75. If as a result of any legislative order or regulation or direction of the Government or Public authorities, or change in rules, the Promoter is unable to complete the aforesaid building and/ or give possession of the said Apartment to the Purchaser/s in the time prescribed Clause 71 as stated above, the Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoter 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 thereon at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable law from time to time from the date of receipt of each instalment till the date of notice of termination by the Promoter.
76. The Purchaser/s agree 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 for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.
77. The Purchaser shall make payment of the instalments mentioned in Annexure G herein along with all the other amounts as mentioned in Annexure H and I herein. The Purchaser shall occupy the said Apartment within 15 days of the Promoter giving written notice to the Purchaser intimating that the said Apartment is ready for occupation.
78. In the event the Purchaser/s fails and/or neglects to take possession of the said Apartment within the said period, the Purchaser/s shall be liable to pay the Promoter compensation calculated at the rate of Rs. 50/-per sq.ft. of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said Apartment. Notwithstanding the

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aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 15<sup>th</sup> 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 Apartment 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 Possession irrespective as to whether Purchaser/s takes possession of the said Apartment or not. In case of non-payment, Promoter shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect of any loss or damage that may be caused to the said Apartment from the expiry of 15(Fifteen) days from the notice of possession.

79. The Purchaser shall use the said Apartment only for residential purpose as permissible under Development Control Regulations of Greater Mumbai 1991 and/or any other concerned statues in case of the said Apartment is shop/office.
80. All costs, charges and expenses incurred in connection with the for the formation of the said Organisation as well as the costs of preparing, engrossing, stamping and registering all, deeds, documents including deed of assignment required to be executed by the Promoter and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser and the said Organisation as aforesaid and/or proportionately by all the holders of the apartments and other premises, etc., in the said Buildings. The Promoter shall not be liable to contribute anything towards such expenses.
81. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges, value added tax, service tax and any present or future taxes as may be applicable including but not limited to and all out-of-pocket costs, charges and expenses on all documents for transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser’s account.
82. It is agreed that one month prior to execution of deed of assignment with respect to land beneath to the said Buildings and appurtenant thereto, the Purchaser shall pay to the Promoter, the Purchaser’s share of stamp duty, registration charges, transfer charges and any other charges/premium payable to Collector or concerned authority/ies by the said Organisation on execution of deed of assignment any document or instrument of transfer in respect of the said Property and the Promoter shall not be liable or responsible for any of the said stamp duty, registration charges and any other charges/premium payable to Collector or concerned authority/ies. The Purchaser alone will be responsible for consequences of insufficient and/or non-payment of stamp duty, registration charges and

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any other charges/premium payable to Collector or concerned authority/ies on this Agreement and/or all other documents etc.

83. It is agreed between the Promoter and the Purchaser that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner as the Promoter may desire. The Promoter is retaining unto themselves full rights for the purpose of providing access or ingress from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents agree/s not to raise any objection or dispute regards the same now or any time in the future. It is agreed between the Promoter and the Purchaser that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by Collector, State Government of Maharashtra and MCGM in respect of the said Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit Plan or Proposal as the Promoter may desire. It is further agreed that the Promoter in their absolute discretion shall be entitled to locate or provide in the said Buildings and other building/structures (if any) on the said Property any additional floor or floors and use the same for residential purposes as the Promoter may desire without reference or recourse to the Purchaser or said Organisation of the prospective Purchaser/s in respect of the said Buildings and other building/structures (if any) at the discretion and/or option of the Promoter time to time.
84. The Purchaser hereby aware, accepts and agrees that, as per condition no.19 of the IOD dated 13/08/2013, the sale/composite building to be constructed by the promoter herein is having deficiency in open space and the MCGM will not be liable for the same in future. The Purchasers have accorded his/her/their no objection for the neighbourhood development with deficiency in open space in future. The Purchaser agrees and accepts that, he/she/they will not held MCGM and the promoter liable for any failure mechanical parking system in future.
85. It is further agreed, confirmed and covenants by the Purchaser that, the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the said property by the Occupants of the building.
86. It is further agreed, confirmed and covenant between the parties hereto that Purchaser shall not change the user of the said Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Apartment and shall not cover or construct anything on the open spaces, garden and/or parking spaces and/or refuge areas.
87. Upon the Purchaser/s being handed over possession of the said Apartment, he/she/they shall have no claim against the Promoter as regard the quality of the building materials

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used for construction of the premises or the nature of the construction of the said Apartment or otherwise howsoever, provided that, if within a period of five years from the date on which the Purchaser is handed over possession of the said Apartment to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws from time to time, the Purchaser/s brings to the notice of the Promoter any major structural defect or defects in workmanship of the said Apartment 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 at their own costs. Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser/s or his agents, then the Promoter shall not be liable for the same. So long as each flat, shop, office, car parking, other premises and tenements etc. in the said Buildings are not being separately assessed for municipal taxes, electric charges and water charges, the Purchaser shall pay to the Promoter a proportionate share of the Municipal tax, electric charges and water charges assessed on the said Building/s including the stilt/podium parking spaces and also the common areas and amenities, etc. Such proportion to be determined by the Promoter on the basis of the area of the said Apartment.

88. Commencing immediately after notice in writing is given by the Promoter to the Purchasers that the said Apartment is ready for occupation, the Purchaser shall be liable to bear and pay the proportionate share of out goings in respect of the said Property and the said Buildings including local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, security guards, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said Property and said Buildings and other building/structures (if any) etc. in addition to all the amounts payable by the Purchaser in this Agreement including amounts mentioned in **Annexure I** hereof. It is agreed that if the Promoter so requires, the Purchaser shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoter to the Purchaser till executing deed of assignment with respect to the land beneath the said Buildings and land appurtenant thereto in favour of the said Organisation. Amounts paid by the Purchaser to the Promoter on account of outgoings and municipal taxes shall not carry any interest and the Promoter shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoter until execution of deed of assignment with respect to the land beneath the said Buildings and land appurtenant thereto in favour of the said Organisation as aforesaid. Subject to the provisions of Section 6 of MOFA or Section 4(g) of the RERA, on such deed of assignment being executed, the aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Promoter to the said Organisation. After utilisation of the amounts so collected under this Agreement including

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Annexure “H” hereinbelow, the Purchaser undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever lest interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws) will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

- 89. 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.
- 90. The said Organization shall function as per the rules and regulations framed by the Promoter in accordance with the applicable laws.
- 91. At anytime herein after, either of the party to this agreement notices any mistake, error etc in the agreement, then the either of the party shall intimate such correction or mistake to the other party, in that event, the parties agrees to execute any supplemental deed rectifying such error, mistake etc within 15 days from such intimation, provided such mistake or error is prudent and required to be rectified under the relevant Act/s.

92. **COVENANTS BY THE PURCHASER/S:**

The Purchaser by himself/herself/themselves with intention to bind all persons into whose hands the said Apartment and other premises may hereinafter come, even after execution of deed of assignment with respect to the land beneath the said Buildings and land appurtenant thereto in favour of the said Organisation, is executed, hereby covenant/s with the Promoter as follows:

- i. The Purchaser/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Apartment for any purpose other than for residence except with the written permission of the Promoter or the Organization 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/ Organization as the case may be.
- ii. 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. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at

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their own cost and risk.

- iii. 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 residential property, save and except the access road as provided by the Promoter.
  
- iv. 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 have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/ TDR/ DRC shall be for the sole benefit of the Promoter 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 has executed registered undertaking in favour of the Municipal Corporation.
  
- v. The Purchaser/s hereby gives his unconditional, irrevocable consent and no-objection for the Debenture Trustee appointing the developer to complete the said Project, in the event the registration of the said Project is revoked under The Real Estate (Regulation and Development) Act, 2016 and/or in case of any event of default in respect of the DTD. The Purchaser/s agrees that if an association of allottees have been formed at the relevant time, he shall cast his vote in such a manner that the intent provided herein is achieved.
  
- vi. The Purchaser/s with an intention to bring all persons in whose hands the said Apartment may come, doth hereby covenant with the Promoter as follows:
  - a) To maintain the said Apartment 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 Apartment 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 building/s, staircase/s, 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 building or the said Apartment or part thereof;
  
  - b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building 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

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structures of the building/s including the entrance thereof. In case any damage is caused to the said Apartment or the building/s 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 Apartment and maintain it in good condition, state and order and not to do or suffer to be done anything in the said Apartment which is in contravention of rules, regulations or bye-laws laid down by the Promoter or of the concerned local public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.;
  
- d) Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof nor alter the elevation and outside colour scheme of the building/s and to keep the portion, sewers, drain pipes in the Apartment and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building 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 Apartment without the prior written permission of the Promoter and the concerned local authorities and/or any other public bodies as the case may be. The Purchaser further undertakes not to affix any fixtures or grills on the exterior of the building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the flat. In the event the Purchaser fails to rectify the default of his/her obligation within one month from committing this default at his/her own cost then the Promoter through its agents, shall have a right to enter upon the said Apartment and dismantle at the Purchaser’s cost, such fixtures which are in contravention of this sub-clause or any other provision of this Agreement. Should the Purchaser desire to affix grills within the said Apartment, the common design shall be provided by Promoter and same shall be affixed in such a manner as will not deface the elevation of said Buildings and its exterior aesthetic features, and for this purpose, prior written consent of the Promoter shall be sought by the Purchaser.
  
- 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 building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

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- f) Not to enclose the balcony area or flowerbed inside the said Apartment without express written permission of the Promoter.
- g) Shall not enclose any duck/pocket terraces including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment and keep the same unenclosed at all time in the future and shall not tamper with the elevation features of the said building/s. The Promoter shall have the right to inspecting the premises and also demolition of any such addition and alteration to the open areas affecting the further FSI potential of the Promoter.
- h) To use the said Apartment only for residence and not to use the said Apartment for any unlawful uses or purposes, which is prohibited/ restricted under any law of land.
- i) The Purchaser/s shall not carry out any structural changes/ modification inside of the said Apartment and also shall not decorate change or modify the exterior of the said Apartment or any part thereof.
- j) Not to carry out any illegal activity from the said Apartment, which is against the interest of the said Organisation/ other purchasers in the building.
- k) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the building/s 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 building/s thereon or any part of the compound thereof or else the Purchaser shall on each such occasion, and rectify any damage and default immediately at his/her own cost.
- l) Pay to the Promoter within 15(Fifteen) days of demand by the Promoter, 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 building/s;
- m) 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 Apartment or otherwise.

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- n) To bear and pay GST, service tax, works contract tax, VAT, 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 Apartment by the Corporation and/ or State/ Central/ Government and/ or Public Authority from time to time;
- o) 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 Apartment until all the dues payable by the Purchaser/s to the Promoter agreed 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 which permission shall be granted by the Promoter on such terms and conditions as may be applicable from time to time. The Promoter 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 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 and will forthwith pay and abide by the same;
- p) On assigning or sub-lease of the said Property to the said Organisation in the manner stated herein by the Promoter, the second/subsequent purchaser/member other than the original purchaser/member of the said Organisation, intends or proposes to sell and/or otherwise transfer, assign or part with his/her/their interest or benefit under this Agreement and/or the said Apartment, then in that event, the second/subsequent purchaser/member shall obtain prior written consent of the concerned authority including Collector as per Directions/Notifications/Orders/Government Resolutions dated 23/11/2001, 24/08/2004, 25/05/2007 and 24/04/2012 and/or as may be directed from time to time by the concerned authority. The second/subsequent purchaser/member shall also liable to bear and pay the transfer fee/permission fee to the concerned authority for such transfer or sell of the premises.
- q) Not to change the external colour scheme or the pattern of the colour of the building;
- r) Not to change exterior elevation or the outlay of the building/s;

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- s) Not to fix any grill to the building/s or windows except in accordance with the design approved by the Promoter. The split unit air conditioners should be appropriately installed in the place provided there for, as may be clarified by the Promoter;
- t) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Apartment and/or said Buildings nor litter or permit any littering in the common areas in or around the said Apartment and/or said Buildings and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Apartment and/or the said Buildings to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- u) Shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Buildings which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flat or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining apartments of said Buildings and the Purchaser shall not hold the Promoter so liable;
- v) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, refuge areas, corridors and passageways in and of said Buildings and other building/structures (if any).
- w) Shall not do either by himself/itself or any person claiming through the Purchaser anything which may or is likely to endanger or damage the said Buildings or any part thereof, the garden, swimming pool, club house, gymnasium, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Buildings. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility

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provided in the said Buildings, swimming pool, club house, coffee house, gymnasium etc.

- x) Not to carry out civil work, including, but not limited to, any working 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 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.
- y) Purchaser/s shall not do or suffer to be done anything in the said Apartment or in the said Property or the building 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 in that behalf;
- z) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Apartment, said Buildings or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the other occupants or to the Promoter.
- aa) 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 then such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re-enter the said Apartment again;
- bb) The Purchaser/s shall ensure that the execution of interior works in the said Apartment is carried on only between 8a.m. to 2p.m. and 4p.m. to 7p.m. on all days of the week except Sundays;
- cc) The Purchaser/s shall extend full cooperation to the Promoter, their agents, contractors to ensure good governance of such works;
- dd) The Purchaser/s is/are further made aware that the Promoter are engaged in the business of construction, development and redevelopment of immoveable properties and during the construction of the building/s on the said Property and

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after completion thereof, the Promoter may desire to show the said building/s and or any areas therein including but not limited to common areas to various prospective clients of the Promoter including inter alia occupants of building/s which the Promoter are redeveloping or proposing to redevelop and accordingly, the Promoter may arrange for site visits to the said Property and the building/s 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 Organisation shall not object thereto.

- ee) The Promoter may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Promoter may deem fit and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.
  
- ff) Shall not display at any place in said Buildings any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of said Buildings and other building/structures (if any) and/or common area therein and/or swimming pool, and/or club house/gymnasium or in any other place or on the window, doors and corridors of said building/s.
  
- gg) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said building/s or the exterior wall of the said Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter .
  
- hh) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, refuge areas, corridors and passageways in and of said Buildings and other building/structures (if any),

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- ii) Shall abide by all rules and regulations framed by the Promoter or by the said Organisation for the purposes maintenance and up-keep of said Buildings and said Property.
  
- jj) Shall not ever and in any manner enclosed any pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser and without payment of any compensation to the Purchaser for such demolition in any manner whatsoever.
  
- kk) Shall pay proportionate lease rent/premium and all other amounts as may be demanded by Maharashtra Government and/or Collector and/or any other concerned authorities and abide by all the terms and conditions mentioned in said Agreement dated 16/03/2013 recited hereinbefore.
  
- ll) The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the MCGM 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 MCGM 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 Apartment and is/are entering into these presents;
  
- mm) These covenants shall be binding and operative even after the formation of the Organization.
  
- nn) The Purchaser/s shall observe and perform all the rules and regulations which the said Organisation may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 regarding the occupation and use of the Apartment in the

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said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

93. The Promoter will have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the premises to view and examine the state and conditions thereof.
94. The Purchaser hereby covenants to keep the said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of said Buildings and/or other building/structures (if any). The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. The breach of these conditions shall cause this Agreement, ipso facto come to an end and the earnest money paid by the Purchaser to the Promoter shall stand forfeited and the Promoter shall be entitled to deduct from the payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, the Promoter shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Promoter in this regard.
95. Until all the amounts payable by the Purchaser to the Promoter are paid, nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment in favour of the Purchaser and the Purchaser shall not have any right, title, interest or claim of any nature whatsoever in respect of the said Apartment.
96. It is further agreed that should any grant or demise be construed in the Purchaser’s favour in respect of the said Apartment then there shall deem to be a charge on the Purchaser’s interest in the said Apartment, for all payments due under this Agreement from the Purchaser. The Purchaser shall have permission only to use common area and facilities, open spaces (other than the open car parking spaces), terrace, lobby, stair case and lift.
97. It is expressly agreed that the said Organisation will maintain the street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages etc. and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the purchasers of the premises in the said Buildings and other building/structures (if any) and the Purchaser shall pay proportionate share thereof. The proportionate share payable by the Purchaser to the Promoter / the said Organisation as may be determined by the Promoter / the said

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Organisation, shall be final and binding on the said Organisation and the Purchaser.

98. The Promoter shall have the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Property. Thereafter, the said Organisation will undertake to maintain the Sale Building No.1 or any part thereof in the manner it was handed over save and except normal wear and tear of the property and the said Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance and if the said Organisation commits default, the Promoter shall have a right to rectify the default and recover the expenses from the said Organisation of the purchaser /allottee.
99. It is agreed that as and when the Promoter enters into agreements/ arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter, to the Promoter. This is one of the essential, fundamental and material terms of this Agreement. For the purposes of this clause, Utilities refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the purchasers on a day-to-day basis.
100. That the name of the said Buildings shall always be known as Royal Oasis. Further the said Organisation shall always be known as **Royal Oasis** and/or any other name the Promoter may desire and the name of the said Organisation to be formed shall bear the said names and this name shall not be changed without the written permission of the Promoter.
101. The Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Apartment or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Buildings and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the building in respect whereof the Purchaser of such other premises, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.
102. The Purchaser/s shall at no time demand partition and/ or shall not ask for independent rights, access in the said building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Apartment or of the said Buildings and/or other building/structures (if any) and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.

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103. The Promoter shall be entitled to alter the terms and conditions of the Agreements relating to the unsold premises in the said Building/s of which the said Apartment form part and/or other building/structures (if any) and the Purchaser shall have no right to object the same.
104. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents or non-compliance of any of the terms and conditions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
105. As part of the transaction contemplated herein, it is agreed between parties hereto that for every sale/allotment or transfer of the said Apartment or any part thereof, the Purchaser and all subsequent third parties who have purchased or have agreed to purchase, the said Apartment or who have become the owners/allottee of the said Apartment, as the case may be, shall be liable and shall pay to the Promoter transfer fees/charges calculated at 5% of the total consideration value of the said Apartment and if any further charges payable to the concerned authorities at the rate as may be prescribed by the concerned authorities.
106. Notwithstanding what is stated hereinabove, the Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale/allotment or transfer of the unsold premises in said Buildings and/or other building/structures (if any) or the said Property even after the deed of assignment with respect to the land beneath the said Buildings and land appurtenant thereto in favour of the said Organisation.
107. The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of the said Buildings and/or other building/structures (if any) on the said Property being not ready for occupation and in the event of the Promoter offering license to enter upon the said Apartment to the Purchaser or handing over occupation of the said Apartment earlier than completion of the said Buildings and/or other buildings/structures (if any) on the said Property then and in that event the Purchaser shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection by the Purchaser. The Purchaser further confirms that he/she/they shall not object or dispute construction of the balance building or said Buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys,

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wing or wings or building and/or Buildings and/or other building/structures (if any) on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser hereby consents to the same time being under any law as applicable.

108. The Promoter shall be entitled to give flats in the said Buildings for the purpose of using the same as residential premises, shops, offices, show rooms, dispensaries, nursing homes, maternity homes, consulting rooms, bank and/or for any other purpose as may be permitted under the Development Control Regulations of Greater Mumbai, 1991 and/or by the concerned authorities and said concerned purchaser/s shall be entitled to use of the premises agreed to be purchased by him/her/them accordingly. The Purchaser/s hereby agree/s, declare/s and confirm/s that the Purchaser have no objection or the Purchaser and also the other apartment purchasers in the said Buildings OR the said Organisation of the apartment purchasers shall not raise any objection or dispute of any nature in future on the ground of inconvenience or otherwise. The Purchaser/s also confirm/s that he/she/they has/have purchased the said Apartment after knowing well this fact, situation and position.
109. It is also understood and agreed by and between the parties hereto that any terrace space in front of or adjacent to the flat, shall belong exclusively to the Promoter. The Purchaser/s shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Promoter or said Organisation as the case may be.
110. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter 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.
111. This Agreement shall be subject to the applicable provisions of the MAO Act and MOFA and RERA and the rules and Regulations there under 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 Project.
112. 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 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, the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said Apartment and in determining such amount the discretion of the

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Promoter 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 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.

113. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Apartment or creating any charge or lien on the said Apartment and notwithstanding the mortgages/ charges/ lien of or on the said Apartment, the Promoter shall have first and exclusive charge on the said Apartment and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Promoter under this Agreement or otherwise.
114. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements/publicity/ promotional material etc., these presents shall constitute the complete and comprehensive contract between the parties and shall govern and be constructed to govern the rights and obligations of the parties in all matters relating to premises, fixtures and amenities.
115. The Purchaser/s are aware that stilt car parking, podium car parking and open car parking belong to the Promoter only and the same cannot be used by the Purchasers or the said Organisation unless acquired from the Promoter under this agreement or by a separate allotment letter and or an Agreement is executed by the Promoter. The security of Promoter shall have every right to remove any such car/ vehicles parked by purchasers or the said Organisation from site, who have parked, without obtaining such allotment letter/ Agreement. 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 Organisation, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Promoter have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Promoter in writing permits the same.
116. 15(fifteen) days after notice in writing is given by the Promoter to the Purchaser/s that the said Apartment 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

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respect of the said Property and said buildings viz. 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, security guards, sweepers, liftmen, 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 buildings. Until the said Organisation is formed and the building/s are transferred to it, the Purchaser/s shall pay to the Promoter whether demanded or not at all times such proportionate share of outgoings in respect of the said Apartment, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, security guards, liftmen, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter may determine. The Purchaser/s further agrees that till the Purchaser/s’ share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution as indicated under **Annexure “I”** per month towards the outgoings charges, payable in advance for 18 months. The amounts so paid by the Purchaser/s to the Promoter shall be utilized/ spent for meeting the outgoing charges in respect of the said Apartment/ Project and the same shall not carry any interest and balance if any shall remain with the Promoter until the formation of the said Organisation assignment of lease is executed in favour of the said Organisation as aforesaid, subject to the provisions of the said Acts. On such assignment of lease or any other Deed as may be agreed between the Promoter and Organization being executed, the aforesaid and the below mentioned deposits subject however to the deductions by the Promoter of the amounts due and payable by the Purchaser/s of the premises to the Promoter under the terms and conditions of this Agreement shall be paid over by the Promoter to the Organization. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

117. The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Apartment, 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 against any loss or damage.
118. a)The Purchaser/s shall in addition to the Sale Consideration mentioned in this Agreement, before the delivery of possession of the said Apartment, pay to the Promoter, the any other amounts stated in this Agreement including amounts detailed in **Annexure “I”** herein.
- b) The Promoter shall utilize the sum as referred to herein above for meeting all legal costs,

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charges including the professional cost of the Attorney/ Advocates of the Promoter in connection with formation of the said Organisation preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Promoter for the same.

- c) The Promoter shall hand over the deposits or balance thereof to the said Organisation 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. The aforesaid amount/ deposit shall not carry any interest.
  - d) Before taking possession of the said Apartment, the Purchaser/s will inspect the said Apartment and will fully and completely satisfy himself/ herself/ themselves with the said Apartment in respect of the area, item of work or quality of work or the materials used for construction of the said building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Promoter /s with respect to the said Apartment.
119. Notwithstanding anything contained herein, it is agreed between the parties hereto that the terrace space in front of and / or adjacent to the terrace flats/premises in the said Buildings and buildings/structures (if any) constructed on the said Property, if any shall belong exclusively to the purchaser of the terrace and such terrace spaces are intended for the exclusive use of the respective terrace purchaser. The said terrace shall not be enclosed by the terrace purchaser till the permission in writing obtained from the Concerned Local Authority and Promoter and/or the said Organisation as the Case may be.
120. **SET OFF/ ADJUSTMENT:**
- The Purchaser/s hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Promoter including the total consideration, these said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter 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.
121. The said Project shall be deemed to be completed upon the development of the said Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Property in accordance with

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Scheme and on completion of the infrastructure and common areas and facilities and the sale of buildings or built-up areas therein and receipt of all sale and other proceeds and deposits and amounts payable under these presents and the agreements to sell and/ or any other agreements made with purchaser/s and/ or lessees, licensees, etc. and formation of the said Organisation and execution of deeds of assignment in favour of the said Organisation formed in respect of all the buildings constructed on the said Property.

122. STAMP DUTY AND REGISTRATION:

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 in this regard the Promoter shall attend such office and admit the execution [hereof](#).

123. NOTICES:

- i. 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;
- ii. Each party shall inform the other party in writing of any changes in his/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, e-mail 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. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.

124. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser are as follows:

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- a) Promoter 's PAN      **AAIFR9824R**
- b) Flat Purchaser's PAN 1) [ENTER PAN OF PURCHASER 1]  
2) [ENTER PAN OF PURCHASER 2]  
3) [ENTER PAN OF PURCHASER 3 IF ANY]

125. The Purchaser/s hereby indemnify and keep indemnified the Promoter and hold the Promoter 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 directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/ or all of his/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 Apartment 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/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Apartment.

126. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for time being in force.

127. **DISPUTE RESOLUTION-**

- a. In the case of any disputes or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligation of the parties (each, a "Dispute"), the parties shall attempt to first resolve such Dispute or claim through mutual discussions and amicable settlement.
- b. The Purchaser/s hereby agree/s that if such Dispute is not resolved through such mutual discussions within 30 (Thirty) days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party shall refer such Dispute to the Maharashtra Real Estate Regulatory Authority. However, notwithstanding the aforesaid, in the event

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the Developer chooses to refer such Dispute to the Conciliation Forum formed by the Maharashtra Real Estate Regulatory Authority, the Purchaser/s hereby grants his/her/its irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Purchaser/s. The conciliation proceedings shall be held in English language and the venue of the conciliation proceedings shall be at Mumbai.

**128. GENERAL PROVISIONS:**

- i. 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, any agent, employee or representative of the Promoter 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 Apartment between the parties hereto.
- ii. 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.
- iii. 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.
- iv. 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 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.

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| Promoter/s | Purchaser/s |
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- v. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Promoter immediately as and when demanded by the Promoter and/ or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, GST, Service tax, Education Cess, Vat tax, W.C.T. tax, 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 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 shall be entitled at its own option to terminate this Agreement. Provided, always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoter shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which, it is intended to terminate this Agreement and default shall have been made by the Purchaser/s in remedying such breaches within 15days after giving such notice.
129. The Purchaser hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Apartment and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this Agreement.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE SCHEDULE ABOVE REFERRED TO**  
(Description of the “said Property”)

All that piece and parcel of land admeasuring 4 acres 2 gunthas equivalent to 16,395.90 square meters bearing Survey No. 263 (part), C.T.S No. 6A/16 of Village Malwani, Taluka Borivali, Mumbai Suburban District and situated at Jankalyan Nagar, Near Billa Bong International School, Off. MarveRoad, Malad (W), Mumbai – 400 095.

On or towards the West: By CTS No.6 A(part)

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
|            |             |

28/03/2019

On or towards the East: By CTS No.6 A(part)

On or towards the North: By Boundary of village Charkop.

On or towards the South: By CTS No.6 A(part)

**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 “**Promoter**” )

M/s. Rikki Ronie Developers )

through its Partners )

1. **Mr.** ----- )

2. **Mr.** ----- )

In the presence of.....)

SIGNED, SEALED AND DELIVERED )

by the within named “**Purchaser/s**” )

1) **[ENTER NAME OF PURCHASER 1]** )

2) **[ENTER PAN OF PURCHASER 2]** )

3) **[ENTER PAN OF PURCHASER 3]** )

In the presence of..... )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
|            |             |

RECEIPT

RECEIVED of and from the Purchaser/s above named, the sum of Rs. ENTER AMOUNT RECEIVED TILL DATE IN NUMBER/- (Rupees ENTER AMOUNT RECEIVED TILL DATE IN WORDS Only) being the Earnest Money or Deposit paid by the said purchaser/s to the Builders/ Developers/Promoters/ Owners as detailed below:

| Date | Chq. No. | Drawn on Bank and Branch | Amount (in Rs.) |
|------|----------|--------------------------|-----------------|
|      |          |                          |                 |
|      |          |                          |                 |
|      |          |                          |                 |
|      |          |                          |                 |
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|      |          |                          |                 |
|      |          |                          |                 |
|      |          |                          |                 |
|      |          |                          |                 |

Total

=====

We Say Received,

For M/s. RIKKI RONNIE DEVELOPERS

AUTHORISED SIGNATORY

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
|            |             |



28/03/2019

[illegible]

The aforesaid schedule is not chronological and payment for any of the milestones may become due before or after other milestones depending on the date of completion of the relevant milestone.

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
|------------|-------------|

Annexure “H”

The Purchaser shall, on the Purchaser being intimated to occupy the said Apartment, pay to the Promoter inter alia the following amounts in the manner appearing hereafter plus all taxes and charges

| Sr.   | Particulars                                                       | Amount (Rs.) |
|-------|-------------------------------------------------------------------|--------------|
| (i)   | Municipal Development Charges;                                    |              |
| (ii)  | Deposit for Electric Meter connection Charges;                    |              |
| (iii) | Legal Charges;                                                    |              |
| (iv)  | Gas Connection Deposit (as applicable at the time of possession); |              |
| (v)   | One Time Membership Fees for Club House and Gymnasium             |              |
| (vi)  | Deposit for water Meter connection Charges                        |              |
|       | Total                                                             |              |

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
|------------|-------------|

Annexure“I”

The Purchaser shall, on the Purchaser being intimated to occupy the said Apartment, pay to the Promoter inter alia the following amounts

| Sr. | Particulars                                                       | Amount (Rs.) |
|-----|-------------------------------------------------------------------|--------------|
| 1   | Proportionate 18 months maintenance charges plus applicable taxes |              |
| 2   | Proportionate 18 months Municipal Tax                             |              |
|     | Total                                                             |              |

Annexure “J”

The Purchaser shall, pay the following amounts the Promoter as and when demanded;

| Sr. | Particulars                                                      | Amount (Rs.) |
|-----|------------------------------------------------------------------|--------------|
| 1   | Share Capital and Entrance Fees                                  |              |
| 2   | Charges for Formation and registration of the said Organisation; |              |
|     | Total                                                            |              |

|            |             |
|------------|-------------|
| Promoter/s | Purchaser/s |
|------------|-------------|