

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai, this [●] day of [●] in the year Two Thousand and Twenty [●]:

BETWEEN

K RAHEJA CORP REAL ESTATE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at Raheja Tower, Plot No. C-30, Block 'G', Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, hereinafter referred to as the "**Promoter**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **ONE PART**;

AND

(1) [●] and (2) [●], adults, Indian Inhabitant/s, having his/her/their address at «[●] » and «[●] » respectively, hereinafter collectively referred to as "**the Allottee/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 respective 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 surviving partner and the heirs, executors and administrators of the surviving partner and; in case of a Hindu Undivided Family ("HUF"), the Karta and all the co-parceners/members of the HUF from time to time, their respective heirs, legal representatives and the surviving co-parcener/member of the HUF and the heirs, executors, administrators and permitted assigns of such surviving co-parcener/member and; in case of a Public Charitable Trust, all trustee/s from time to time constituting the said Trust, the surviving trustee and the heirs, executors and administrators of the surviving Trustee and his/her permitted assigns and; in case of a Private Trust/Settlement, all trustees constituting the said Trust from time to time, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns and; in case of a body corporate/company/Limited Liability Partnership, its successors and permitted assigns} of the **OTHER PART**.

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

WHEREAS:

- A. By virtue of Deed of Conveyance dated 27th May 2022 executed between Renu Ravi Chopra as Vendor of the One Part and Feat Properties Private Limited as Purchaser of the Other Part, and registered with the Office of the Sub-Registrar of Assurances under Serial No.BDR-1/8478 of 2022 (“**said Conveyance**”), the Promoter then known as Feat Properties Private Limited became the owner of, and seized and possessed of and/or well and sufficiently entitled to all that piece and parcel of land bearing Survey No.16, Hissa No.5 corresponding to CTS No.971 of Village Juhu, Taluka Andheri, Mumbai Suburban District situate, lying and being at Juhu Tara Road, Juhu, Mumbai-400 049 {hereinafter referred to as the “**Larger Land**” and shown bounded in red colour on the plan of the proposed development of the said Land (*defined hereunder*) annexed as **Annexure “A” (Plan I)** hereto} together with the structure/s then standing thereon as more particularly described in the said Conveyance;
- B. As per Certificate of Incorporation Pursuant to Change of Name dated 28th October 2022, the name of ‘Feat Properties Private Limited’ was changed to ‘K. Raheja Corp Real Estate Private Limited’;
- C. The said Conveyance provided that the Larger Land {admeasuring 3278.20 square meters (as per PR Card)} was affected by setback area and the said setback area was merged with road. Subsequently, the Brihanmumbai Municipal Corporation (“**BMC**”) vide Possession Receipt bearing No.A.C.‘K/W’/9377/A.E.(M.) dated 3rd June 2022 confirmed having taken possession of land under setback *inter-alia* subject to confirmation of setback area by City Survey Officer/DILR. The City Survey Officer, Vile Parle vide its letter bearing reference No.CTSOVP/CTS.JUHU/CTS No.971/2022/3173/Santacruz (in marathi) dated 15th November 2022 confirmed the setback area as 312.80 square meters (hereinafter referred to as the “**Area under Setback**”). In pursuance of the survey, BMC vide its communication bearing Ref No.ACKW/038955/AEM dated 21st November 2022 addressed *inter-alia* to the Promoter, confirmed that the setback area out of Larger Land affected in the 27.45 meter wide sanctioned regular line of Juhu Tara Road is 312.80 square meters;
- D. In furtherance to the terms of the Possession Receipt dated 3rd June, 2022 for obtaining a separate property register card for the Area under Setback, the City Survey Officer, Vile Parle has vide its letter dated 31st January, 2023, communicated that further process would be initiated upon sub-division of the Area under Setback from the Larger Land. Accordingly, the Promoter applied for sub-division of the Larger Land and the Office of Collector, Mumbai Suburban District vide its Sub-Division Order bearing No. C/Karya-3 K/PoVi/SR – 2286 dated 24th July 2023 approved sub-division of the Larger Land into (a) land bearing CTS No.971A admeasuring 2965.40 square meters, more particularly described Secondly in the First Schedule hereunder written and shown bounded in blue colour on the plan annexed as **Annexure “A” (Plan I)** hereto and, (b) land bearing CTS No.971B admeasuring 312.80 square meters (being the Area under Setback) shown washed in red colour on the plan annexed as **Annexure “A” (Plan I)** hereto, on the terms and conditions stated therein;
- E. In furtherance to the sub-division order, separate property register cards in respect of land parcels bearing CTS Nos.971A and 971B have been issued at the request of Promoter;

- F. The Promoter has informed the Allottee/s that:
- (i) The property register card pertaining to CTS No.971A reflects the Promoter as holder of the Larger Land to an extent of 2965.40 square meters which admeasures 2871.26 square meters on site as per Land Surveyor Certificate dated 30th March, 2023 and is more particularly described Secondly in the First Schedule hereunder written and shown bounded in blue colour on the plan annexed as **Annexure “A” (Plan I)** hereto (hereinafter referred to as “**the said Land**”), on which the Promoter proposes to carry out development of the Real Estate Project (as defined hereunder);
 - (ii) The Larger Land is affected by Costal Regulation Zone and falls under CRZ II category. Pursuant to the development proposal submitted by the Promoter, the Maharashtra Coastal Zone Management Authority vide its letter bearing reference No.CRZ2022/CR 231/TC4 dated 21st March 2023 recommended the development of the Larger Land on the terms and conditions as recorded therein.
 - (iii) The Airport Authority of India vide its letter dated 12th September 2022 granted it’s no objection for height clearance in respect of the development proposed by the Promoter on the Larger Land on the terms and conditions recorded therein.
 - (iv) The Promoter is entitled to take the benefit of Floor Space Index (“**FSI**”) as permissible under the development control rules in force against the Area under Setback and will be utilising the same for development on the said Land.
- G. The Promoter proposes to develop the said Land as more particularly described Secondly in the **First Schedule** hereunder written and shown bounded in blue colour on the plan annexed as **Annexure “A” (Plan I)** hereto, by constructing thereon, a multi-storied building for residential use, to be known as “**Maestro**” in accordance with the plans approved/to be approved by the BMC, (hereinafter referred to as the “**said Building**”);
- H. The development of the said Building “**Maestro**” on the said Land is proposed as a ‘real estate project’ by the Promoter and is registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) 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 other rules, regulations, circulars, orders and rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration for the Real Estate Project, as per the details more particularly mentioned in the **Fourth Schedule** hereunder written and is hereinafter referred to as the “**RERA Certificate**” and an authenticated copy of the RERA Certificate is annexed as **Annexure “H**” hereto;
- I. The Promoter has disclosed to the Allottee/s, the principal and material aspects of the proposed scheme of development of the Real Estate Project, as under:
- (i) The Real Estate Project is proposed to comprise of such number and type of floors/levels as are more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**Real Estate Project – Proposed**

Floor Composition”;

- (ii) The BMC has sanctioned plans for construction of the said Building and has issued the Intimation of Disapproval/Amended Approval and the Commencement Certificate/s in respect thereof as per the details more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“IOD/Amended Approval”** and **“CC”** respectively. Authenticated copies of the IOD/Amended Approval and CC are annexed as **Annexure “E”** and **Annexure “F”** hereto respectively;
- (iii) The Promoter has presently vide sanctioned plans (i.e. the IOD/Amended Approval as mentioned in the Fourth Schedule hereunder written) obtained sanction to the building plans for construction of the said Building/Real Estate Project comprising of such number and type of floors/levels as are more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“Real Estate Project–Sanctioned Floor Composition”**;
- (iv) The FSI sanctioned, the FSI proposed to be sanctioned and/or utilised and the aggregate FSI proposed to be utilized in the Real Estate Project are more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“Real Estate Project–FSI Details”**;
- (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and the other allottee/s of the Real Estate Project on a non-exclusive basis are listed in the **Second Schedule** hereunder written and hereinafter referred to as **“Real Estate Project-Areas and Amenities”** and shall be completed/delivered with the completion of the Real Estate Project;
- (vi) The Promoter presently proposes to construct two Duplex Flats/Premises (as defined hereunder) forming part of the said Building partly on the 11th floor/level and partly on the 12th floor/level. These Duplex Flats/Premises shall have private/exclusive terrace area attached and appurtenant to it at the 12th floor/level (with such amenities and facilities as the Promoter may in its sole discretion deem fit) for the benefit and exclusive use and enjoyment of the allottee/s/purchaser/s of these Duplex Flats/Premises, as more particularly set out in Clause 13 below. The private/exclusive terrace areas appurtenant to the Duplex Flats/Premises are shown washed in green colour on the plan annexed as **Annexure “A” (Plan III) collectively**.
- (vii) The balance 12th floor/level of the said Building and the terrace above Duplex Flats/Premises shown washed in blue colour on the plans annexed as **Annexure “A” (Plan III) collectively** hereto together with all the amenities and facilities proposed thereon shall form part of the common areas, facilities and amenities being Real Estate Project-Areas and Amenities as more particularly mentioned in the **Second Schedule** hereunder written for the benefit, use and enjoyment of all the allottee/s/purchaser/s of premises in the said Building (including the allottee/s/purchaser/s of the Duplex Flats/Premises);
- (viii) The common areas, facilities and amenities on the terrace floor/level as mentioned hereinabove shall at all times be on and/or above the topmost habitable

floor, as finally sanctioned (presently proposed partly at the 12th floor/level and above Duplex Flats/Premises);

- (ix) The authenticated copies of the plans as approved/sanctioned with respect to the development proposed on the said Land are annexed as **Annexure “A” (Plan I, Plan II and Plan III)** hereto respectively.
- J. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter has also appointed a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project. The Real Estate Project shall be under the professional supervision of the appointed Architect and Structural Engineer, hereinafter referred to as the **“Project Architect”** and **“Project Engineer”** respectively. It is however clarified that the Promoter is entitled to appoint any other licensed architects / surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Real Estate Project and the Allottee/s accept/s the professional supervisions of the appointed Project Architect and Project Engineer (including substitutes / replacements thereof) till completion of the Real Estate Project;
- K. The details of the mortgage (if any) in favour of the bank / financial institution with respect to the Promoter’s right, title and interest in the said Land is more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“Mortgage Details”**;
- L. There are no litigations pending before any court of law with respect to the said Land, except those as disclosed in **Annexure “B”** annexed hereto and on the webpage of the Real Estate Project on the website of the Authority;
- M. Authenticated copy of the Legal Title Report dated 1st April, 2023, in respect of the Larger Land, issued by M/s. DSK Legal, Advocates and Solicitors of the Promoter is annexed as **Annexure “C”** hereto, and hereinafter referred to as **“Title Report”**;
- N. Authenticated copy of the Property Register Card in respect of the said Land is annexed as **Annexure “D”** hereto;
- O. The Promoter has the right to sell the flats/premises in the Real Estate Project to be constructed/being constructed by the Promoter, to enter into agreements with the allottee/s in respect of the said flats/premises and to receive the sale consideration in respect thereof;
- P. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of the documents of title and revenue records relating to the said Land, the plans, designs and specifications prepared by the Project Architect with respect to the Real Estate Project, and such other documents as are specified under the RERA Act, RERA Rules and the regulations made thereunder and the relevant provisions of the Maharashtra Ownership of Flats (Regulation of the promotion of the sale, management and transfer) Act, 1963 (**“MOF Act”**) (which the Allottee/s hereby confirms). The Allottee/s has also examined the documents and information uploaded by the Promoter on the webpage of the Real Estate Project on the website of the Authority as required under the RERA Act and the

RERA Rules and has understood the documents and information in all respects. The Allottee/s confirm/s and declare/s that the Allottee/s has examined all of the aforesaid documents with the help of his legal, planning, architectural and other professional consultants and the Allottee/s is satisfied with the same. The Allottee/s accept/s the title of the Promoter to the said Land and the right to construct, sell and dispose of the flats/premises in the Real Estate Project and the Allottee/s hereby agree/s not to raise any objections or requisitions pertaining to the same;

- Q. The Promoter has got some of the approvals from the concerned local authority/s to the plans, specifications, elevations, sections of the Real Estate Project and shall obtain the balance approvals (if any) from various authorities from time to time, so as to obtain Occupation Certificate in respect of the Real Estate Project;
- R. While sanctioning the said plans, the concerned local authority and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only the Occupation Certificate in respect of the Real Estate Project shall be granted by the concerned local authority;
- S. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the approved building plans (which may be amended from time to time in accordance with applicable laws);
- T. The Allottee/s being desirous of purchasing residential premises in the Real Estate Project has approached the Promoter to purchase from the Promoter and, the Promoter has, at the request of the Allottee/s agreed to sell to the Allottee/s “on ownership basis”, the residential unit/premises more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**the said Premises**”, at or for the price more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the “**Sale Consideration**” payable by the Allottee/s to the Promoter in the manner set out in the **Fifth Schedule** hereunder written. Prior to the execution of this Agreement, the Allottee/s has paid to the Promoter part payment of the Sale Consideration of the said Premises as more particularly mentioned in the **Fifth Schedule** hereunder written (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and which shall be considered as Earnest Money (*defined below*);
- U. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing;
- V. Under Section 13 of the RERA Act, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908;

W. The list of Annexures attached to this Agreement are stated herein below:

<u>Annexure “A” (Plan I, Plan II and Plan III)</u>	Authenticated copies of the Sanctioned Plans.
<u>Annexure “B”</u>	Litigation Details.
<u>Annexure “C”</u>	Authenticated copy of the Title Report .
<u>Annexure “D”</u>	Authenticated copy of the Property Register Card of the said Land.
<u>Annexure “E”</u>	Authenticated copy/ies of the IOD/Amended Approval.
<u>Annexure “F”</u>	Authenticated copy/ies of the CC.
<u>Annexure “G”</u>	Authenticated copy of the Typical Floor Plan of the said Premises.
<u>Annexure “H”</u>	Authenticated copy of the RERA Certificate.
<u>Annexure “I”</u>	Authenticated copy of the Mortgagee Bank/Financial Institution NOC (If applicable).

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

1. INTERPRETATION AND CONSTRUCTION:

Unless the context otherwise requires:

- 1.1. the above recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim;
- 1.2. references to recitals, clauses, sub-clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, sub-clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement;
- 1.3. the headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof;
- 1.4. any reference to an enactment, regulation, rules or any instrument (including any specific section, clause or article therein) shall be to the same as amended till date or replaced, as the case may be;
- 1.5. any reference to the singular shall include the plural and words imparting the masculine gender shall include the feminine gender and neutral gender;
- 1.6. the expression “month” and “year” shall refer to the calendar month and calendar year;
- 1.7. reference to “days” or “dates” which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day;
- 1.8. the words “Real Estate Project” and “the said Building” though used

interchangeably as required in this Agreement, will however mean the same.

2. **DEVELOPMENT:**

- 2.1. The Promoter shall construct the Real Estate Project more particularly mentioned in the **Fourth Schedule** hereunder written in accordance with the plans, designs and specifications as approved by the BMC from time to time.

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

- 2.2. The consent referred in the aforesaid proviso shall neither be withheld nor withdrawn by the Allottee/s. The Promoter has agreed to enter into this Agreement relying *inter alia* upon the representation, assurance and covenant of the Allottee/s that the consent as aforesaid shall not be withheld nor withdrawn by the Allottee/s.

3. **TRANSACTION:**

- 3.1. The Allottee/s hereby agree/s to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises (*in bare shell condition*), the details of the said Premises being more particularly mentioned in the Fourth Schedule hereunder written and shown on the typical floor plan, an authenticated copy whereof is annexed as **Annexure “G”** hereto, at and for the Sale Consideration more particularly mentioned in the Fourth Schedule hereunder written;
- 3.2. As incidental to the purchase of the said Premises by the Allottee/s, the Promoter shall provide to the Allottee/s absolutely free of any consideration, permission to park in the car parking space/s being constructed in the three basement levels of the Real Estate Project, the details of the car parking space/s being more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the “**said Parking Space/s**”;
- 3.3. The internal fittings and fixtures that will be provided by the Promoter in the said Premises and/or the provisionings that will be made therein (as applicable), being bare shell premises are listed in the **Third Schedule** hereunder written and the Allottee/s is satisfied with the fittings, fixtures and provisionings mentioned therein;
- 3.4. The Allottee/s agree/s and covenant/s to pay the Sale Consideration mentioned in the Fourth Schedule hereunder written in the manner set out in the payment schedule mentioned in the **Fifth Schedule** hereunder written and hereinafter referred to as the “**Payment/Installment Schedule**”. The Sale Consideration shall be paid by the Allottee/s in the Bank Account of the Promoter more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the “**Promoter’s Bank Account**”, till further instructions by the

Promoter. It is expressly agreed between the Parties that for the purpose of this Agreement, an amount equivalent to 10% (ten per cent) of the Sale Consideration shall be treated as ‘earnest money’ (hereinafter referred to as **“Earnest Money”**) to ensure fulfillment by the Allottee/s of his obligations and the terms and conditions of this Agreement. In the event of termination/cancellation of this Agreement, the Earnest Money shall be forfeited as more particularly provided herein;

- 3.5. In addition to the Sale Consideration, the Allottee/s shall pay to the Promoter, amounts relating to the infrastructure utilities/amenities with respect to the said Premises/Real Estate Project (as may be applicable), more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“Infrastructural Development Charges”**;
- 3.6. In addition to the Sale Consideration and Infrastructural Development Charges, the Allottee/s shall also pay to the Promoter, maintenance/outgoings, corpus and other one-time fees/deposits/charges more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the **“Other Charges & Deposits”**;
- 3.7. In addition to the Sale Consideration, Infrastructural Development Charges, Other Charges & Deposits and all other amounts as mentioned herein, the Allottee/s agree/s and covenant/s to pay all taxes (consisting of taxes paid or payable by way of GST) and all duties, levies, cess or any other taxes which may be levied in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement, whether now applicable or as may be imposed/become applicable in the future up to the date of handing over the possession of the said Premises to the Allottee/s. The Allottee/s specifically agree/s that he shall bear and pay (or reimburse to the Promoter if paid initially by the Promoter though not obliged to), the GST chargeable/payable on the aforesaid installment/s of the Sale Consideration (and other taxes/levies/statutory charges, etc. as may be chargeable/payable) relating to this transaction in respect of the said Premises on intimation by the Promoter to the Allottee/s;
- 3.8. The Allottee/s shall deduct Tax at Source (**“TDS”**) under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any consideration amount (as defined and applicable under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962), to the Promoter under this Agreement and, deposit the same in the government treasury within the time limit as prescribed under provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962. The Parties agree that the deduction on account of TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting in a timely manner to the Promoter (against acknowledgment), the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on the Income Tax Department website for this purpose;

PROVIDED FURTHER THAT latest at the time of offering possession of the

said Premises to the Allottee/s, in the event any TDS has been deducted by the Allottee/s and the Allottee/s fail/s to furnish to the Promoter the TDS certificate for such deduction, the Allottee/s shall, prior to taking possession, deposit an equivalent amount as interest free security deposit with the Promoter. The Allottee/s shall produce and furnish to the Promoter, the TDS certificate within 2 (two) months of taking possession of the said Premises, and on the Promoter acknowledging / crediting the amount in terms as stated above, the Promoter shall refund the interest free security deposit to the Allottee/s within a period of 30 (thirty) days therefrom. **PROVIDED FURTHER THAT** in case the Allottee/s fail/s to produce such TDS certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the aforesaid security deposit towards the amount/s payable by the Allottee/s to the Promoter, on account of lack of such TDS certificate and further that the Promoter shall not be liable to refund the aforesaid security deposit. It is expressly clarified that any default on the part of the Allottee/s to comply with the aforesaid provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, shall be to the costs, risks and consequences of the Allottee/s;

- 3.9. The Sale Consideration is escalation-free, save and except for escalations/increases, due to increase on account of development and/or betterment charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by any competent authority and/or local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development and/or betterment charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf along with the demand letter being issued to the Allottee/s, which incremental amount shall be apportioned equally between the balance (unpaid) installments of the Sale Consideration and payable along with the same;
- 3.10. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the installments of Sale Consideration, Infrastructural Development Charges, GST, Other Charges & Deposits and all other amounts and taxes as may be applicable and/or performance of the obligations by the Allottee/s, is the essence of this Agreement;
- 3.11. The amounts payable by the Allottee/s to the Promoter including the payment of instalments as per the Payment/Installment Schedule more particularly mentioned in the Fifth Schedule hereunder written shall be made by the Allottee/s within the stipulated date and time as mentioned in this Agreement and / or separately by the Promoter. With respect to payment of installments of the Sale Consideration, the Promoter shall send an intimation to the Allottee/s that a particular stage of construction has been completed and the same shall be supported by an Architect's Certificate;
- 3.12. All payments required to be made under this Agreement by the Allottee/s, shall be made either by Account Payee Cheques / Pay Orders / Demand Drafts / Internet Banking in favour of the Promoter. It is clarified that payments received vide cheque/s will be considered to be paid to the Promoter only on the realization/s

thereof;

- 3.13. In the event, any cheque issued by the Allottee/s to the Promoter with respect to any amounts payable by the Allottee/s in connection with the said Premises is dishonoured / returned unpaid for any reason whatsoever, then cheque dishonour/return charges of Rs 5000/- (Rupees Five Thousand only), alongwith GST, if any applicable on such charges, per event, will be additionally payable by the Allottee/s to the Promoter, by way of a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same is in the nature of liquidated damages and not penalty;
- 3.14. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him under any head(s) of dues (including without limitation interest, taxes) against lawful outstanding, if any, in the Allottee/s name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust the Allottee/s payments in any particular manner. For avoidance of doubt, it is clarified that the Promoter will be entitled, at its discretion, to appropriate all payments received from the Allottee/s firstly towards the interest (if any), secondly towards taxes/statutory charges payable/reimbursable (if any) by the Allottee/s (as per the provisions of this Agreement) and lastly towards the principal amount payable. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and in law including the right to terminate this Agreement;
- 3.15. The Allottee/s hereby accords/grants his irrevocable consent to the Promoter to securitize (at its discretion), the Sale Consideration and/or part thereof and/or any other amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee/s, the Sale Consideration/or part thereof and/or the other amounts hereunder. The Allottee/s, upon receipt of any such intimation in writing by the Promoter, agree/s and undertake/s to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Sale Consideration or part thereof and/or the other amounts payable hereunder. The Promoter covenants that the payment of the Sale Consideration or part thereof or other amounts (as the case maybe) duly made in accordance with the terms hereof by the Allottee/s to the bank/financial institutions, shall be a valid payment of the Sale Consideration or part thereof or of the other amounts and discharge of the Allottee/s obligations hereunder with regard to such payment;
- 3.16. The Sale Consideration has been arrived at/calculated on the basis of the Allottee/s having agreed to pay the Sale Consideration as per the Payment/Installment Schedule as set out in the Fifth Schedule hereunder written and having agreed to comply with the terms and conditions mentioned herein. The Promoter hereby clarifies, and the Allottee/s agrees and confirms that the Promoter shall not be bound to follow, chronological order of construction and completion of any of the construction stages/milestones as mentioned in the Fifth Schedule hereunder written and that the Promoter shall be at liberty to choose the chronology of the respective stages of the construction. The Allottee/s agrees that the Promoter may merge or consolidate two or more construction

stages/milestones/installments in its discretion by simultaneously executing the contemplated work in the said construction /milestone/installment payment stage.

- 3.17. The area of the said Premises is mentioned in the **Fourth Schedule** hereunder written and comprises of the Carpet Area and the Exclusive Areas. For the purposes of this Agreement, (i) "**Carpet Area**" means the net usable floor area of the residential unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area appurtenant to the residential unit for the exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the residential unit and (ii) "**Exclusive Areas**" shall mean the aggregate area of the exclusive balcony and/or exclusive verandah area and/or exclusive open terrace area appurtenant to the net usable floor area of the residential unit for the exclusive use of the Allottee/s.
- 3.18. The Promoter has agreed to sell to the Allottee/s, the residential unit/ premises on the basis of the Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the area of the said Premises. The Promoter has also agreed to sell to the Allottee/s, the said Premises in bare shell condition and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the said Premises being sold in bare shell condition, save and except internal fittings, fixtures and provisionings as agreed to be provided/made by the Promoter as stated in the Third Schedule hereunder written.
- 3.19. The Promoter shall confirm the final Carpet Area of the said Premises after the construction of the said Building is complete and the occupation certificate is granted by BMC, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of 3 (three) *per cent*. The total Sale Consideration payable on the basis of the Carpet Area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area of the said Premises within the defined limit of 3 (three) *per cent*, then the Promoter shall refund the excess money paid by the Allottee/s within 45 (Forty-Five) days with annual interest as prescribed under the RERA Rules, from the date when such excess amount was paid by the Allottee/s. If there is any increase in the Carpet Area of the said Premises allotted to the Allottee/s, the Allottee/s shall pay the additional amount to the Promoter prior to taking possession of the said Premises. All these monetary adjustments shall be reckoned/pro-rated with reference to the Sale Consideration and Carpet Area as mentioned in the Fourth Schedule of this Agreement.

4. **FLOOR SPACE INDEX ("FSI"):**

- 4.1. In the course of proposed optimum development of the said Land by utilizing the full development potential, the Promoter shall be entitled (but not obligated) to utilize, *inter alia*, all/any of the following FSI:
- 4.1.1. the inherent/base FSI (existing, unutilized and/or available) relating to the Larger Land, as permissible under the Development Control and Promotion Regulations, 2034 ("**DCPR**"), as may be in force, from time to

- time;
 - 4.1.2. FSI in the form of Transferrable Development Rights (“**TDR**”);
 - 4.1.3. the FSI granted/to be granted under the DCPR, in respect of the Area under Setback which has been handed over to BMC (for road widening), in accordance with the prevailing regulations;
 - 4.1.4. Premium FSI;
 - 4.1.5. Fungible FSI;
 - 4.1.6. the Compensatory/Incentive FSI benefit for green buildings;
 - 4.1.7. FSI (as may be available for lifts, staircases, lift lobbies, etc.);
 - 4.1.8. FSI as may become available pursuant to amalgamation of adjoining lands, if any in accordance with applicable laws and permissions obtained from concerned authorities;
 - 4.1.9. the benefits (present and future) of the other provisions of the DCPR, as are subsisting at present and/or as may be revised/amended, from time to time;
 - 4.1.10. Additional FSI as may, from time to time, be available in respect of the said Land/Larger Land, on account of an overall increase in the FSI relating to the said Land/Larger Land and/or on account of the revisions in the DCPR in the future and/or any additional FSI and/or compensatory FSI and/or further FSI benefit being purchased/acquired/received by the Promoter (in any manner whatsoever and howsoever) before the entire development of the said Land is completed.
- 4.2. The Promoter hereby declares that the Promoter proposes to utilize/consume the optimum/maximum development potential/FSI (present and future) in the development of the said Land till the completion of the entire development thereof, and in accordance with the plans as may ultimately be approved and/or amended and sanctioned by BMC and/or concerned authorities.
- 4.3. The Promoter has disclosed in the **Fourth Schedule** hereunder written (i) the aggregate FSI proposed to be utilized in the Real Estate Project; (ii) the FSI available/sanctioned as on date in respect of the Real Estate Project and (iii) the balance FSI which is proposed to be sanctioned and/or utilized in respect of the Real Estate Project. The Allottee/s hereby confirms that the aggregate FSI proposed to be utilized in the Real Estate Project (including as may be varied in future) shall belong to the Promoter only and the Promoter shall in its absolute discretion be entitled to utilize the same. The Allottee/s hereby further confirms that the Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the aggregate proposed FSI as disclosed in the Fourth Schedule hereunder written and on the understanding that the disclosed/declared aggregate proposed FSI shall belong to Promoter only.
- 4.4. The Promoter is entitled to purchase and load TDR as permitted by applicable law from time to time, for utilization in the construction and development of the Real Estate Project. The details of the TDR (if any) acquired are more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**TDR Details**”.

5. ALLOTTEE/S DEFAULT AND CONSEQUENCES:

- 5.1. If the Allottee/s fail/s or is otherwise unable to pay any of the amounts payable under this Agreement including the Sale Consideration and/or Infrastructural Development Charges and/or the Other Charges & Deposits and/or GST and/or any other amounts/taxes as applicable within the stipulated date and time as mentioned in this Agreement and/or separately, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and remedies, to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter, the defaulted/delayed amount together with interest thereon at the rate as prescribed under the RERA Rules, for the period computed from the date such amounts are due and payable till the date such amounts are fully and finally paid and realized by the Promoter together with the interest thereon. In addition to the Allottee/s liability to pay interest as mentioned hereinabove, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee/s any amount or dues whatsoever payable by the Allottee/s under this Agreement and the Allottee/s hereby indemnifies the Promoter regarding such expenses.
- 5.2. Without prejudice to the right of the Promoter to charge and receive interest as stated hereinabove, if the Allottee/s commit/s/has committed (a) 3 (three) defaults in payment of any instalment/s of the Sale Consideration on their respective due dates, and/or (b) default in payment on the due date of the final installment or of any other amount/s due and payable by the Allottee/s to the Promoter under this Agreement (including the deposits and/or proportionate share of taxes levied by the concerned authority and other outgoings and reimbursements) (time being of the essence), and/or (c) breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement. **PROVIDED THAT** the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s, 15 (fifteen) days prior notice in writing ("**Default Notice**") by Registered Post Acknowledgement Due ("RPAD") and/or Courier and/or by Email at the address provided by the Allottee/s to the Promoter, of its intention to terminate this Agreement and of the specific breach/s of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fail/s to rectify the breach/es mentioned by the Promoter to the satisfaction of the Promoter, within the period of the Default Notice, including making full and final payment of all outstanding dues together with interest at the rate prescribed under the RERA Rules, then on the expiration of the period of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's Termination Notice**"), either by RPAD/Courier/E-mail at the address provided by the Allottee/s. On receipt of the Promoter's Termination Notice by the Allottee/s and/or service of the Promoter's Termination Notice upon the Allottee/s at the address provided by the Allottee/s, this Agreement and all other writings that may have been executed in pursuance hereof shall stand automatically terminated and cancelled, without requiring any other or further act.
- 5.3. Upon termination of this Agreement:

- 5.3.1. The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;
- 5.3.2. The Promoter shall be entitled to deal with and dispose of the said Premises to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Allottee/s;
- 5.3.3. The Earnest Money shall stand forfeited/adjusted and retained by the Promoter towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Allottee/s agree/s, confirm/s and acknowledge/s, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same is in the nature of liquidated damages and not penalty;
- 5.3.4. The Promoter shall, subject to provisions of clauses 5.3.7 and 5.4 below, refund the balance amounts of the Sale Consideration (i.e. the installments of the Sale Consideration till then paid by the Allottee/s to the Promoter, less the Earnest Money toward liquidated damages), without interest, only after further deducting and/or adjusting from the balance amounts of the Sale Consideration all amounts due and payable/reimbursable by the Allottee/s under the provisions of this Agreement {as also any incentive/discount/benefit of any nature passed on to the Allottee/s under the transaction contemplated herein (including stamp duty benefit, if any), and any brokerage and/or referral fees}, within 30 (Thirty) days of termination as stated above;
- 5.3.5. If any amount/s have been paid/reimbursed by the Allottee/s to the Promoter towards GST and/or other taxes/levies/statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Promoter to the Allottee/s, subject only upon the same being received by the Promoter from the concerned government/statutory authorities and only to the extent received;
- 5.3.6. The Allottee/s shall not be entitled to make or raise any claim in respect of the appreciation in value or price of the said Premises as a result of any increase in market price or as a result of any accretion or improvement that may have been made or installed by the Promoter at the request of the Allottee/s or otherwise howsoever;
- 5.3.7. The Allottee/s shall, without demanding any money, execute (and register, if required) such necessary deeds/document/s and writing/s as may be required by the Promoter with respect to termination of this Agreement prior to refund by the Promoter as aforesaid. Non-execution or registration of the deed(s), document(s) or writing(s) by the Parties will not affect the termination of this Agreement by the Promoter's Termination Notice as stated in clause 5.2 above;

- 5.3.8. The Allottee/s shall return all documents (in original) with regards to this transaction to the Promoter simultaneously against receipt of refund and registration of deeds/document/s and writing/s as may be required by the Promoter with respect to termination of this Agreement and comply with all other requirements of the Promoter as would be required pursuant to termination of this Agreement.
- 5.4. If the Allottee/s has availed of a loan from the Lender (*defined hereunder*) for payment of the Sale Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the said Premises subject to the consent and approval of the Promoter, then, in the event of the Promoter exercising its right to terminate this Agreement as aforesaid, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter. The Allottee/s shall obtain the necessary letter from the Lender stating that the Allottee/s has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee/s shall (subject to what is stated hereinabove) be entitled to the refund of the amount so paid by the Allottee/s to the Promoter towards the said Premises in accordance with what is stated in clause 5.3. Notwithstanding the loan (if availed) by the Allottee/s, the Allottee/s's obligation to make payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.
- 5.5. The Allottee/s shall be entitled to terminate this Agreement/withdraw from the Real Estate Project, only in accordance with the provisions of the RERA Act. **PROVIDED THAT** if the Allottee/s proposes to terminate this Agreement/cancel/withdraw from the Real Estate Project without any fault of/default on part of the Promoter, any time before the receipt of occupation certificate for the said Premises, the Promoter shall be entitled to forfeit/adjust and retain to itself the Earnest Money (out of the installments of the Sale Consideration till then paid by the Allottee/s to the Promoter) towards the costs, expenses, losses and/or damages suffered by the Promoter on account of such termination, which the Allottee/s agree/s, confirm/s and acknowledge/s, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same is in the nature of liquidated damages and not penalty.
- 5.6. With regard to the termination in terms of sub-clause 5.5 above, the Allottee/s shall give a prior written notice of at least 30 (thirty) days to the Promoter of his intention to terminate this Agreement/withdraw from the Real Estate Project. On receipt by the Promoter of the termination notice from the Allottee/s and expiration of 30 (thirty) days therefrom, this Agreement shall stand terminated and cancelled. In such an event, the provisions of sub-clauses 5.3 and 5.4 will apply to the termination effected in pursuance of sub-clauses 5.5 and 5.6 herein.
- 5.7. It is specifically agreed that, in the event of termination of this Agreement/withdrawal from the Real Estate Project by the Allottee/s after receipt of occupation certificate for the said Premises, the provisions of Clause 9.8 will apply.

6. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:

The Allottee/s agree/s, accept/s and confirm/s that the Promoter is entitled to the rights and entitlements as stated in this Agreement and also as more particularly stated hereunder:

- 6.1. to develop the said Land by constructing a multi-storied building thereon i.e. the Real Estate Project as more particularly stated in recital H hereinabove and/or in the manner as the Promoter deems fit in accordance with the approvals and permissions as may be obtained from time to time and in terms of this Agreement and, the Allottee/s has agreed to purchase the said Premises based on the unfettered and absolute rights of the Promoter in this regard;
- 6.2. to be exclusively entitled to utilize, exploit and consume the entire FSI in the manner as more particularly stated in clause 4 hereinabove and elsewhere in this Agreement. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities, limited areas and facilities, open spaces, recreational amenities and facilities or any similar facility/ies and all other areas, etc. till the same are transferred to the Society. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter as also the limited areas and facilities, save the said Premises as specifically stated in this Agreement and the Allottee/s has agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard;
- 6.3. to amend the Sanctioned Plan, so as to utilize/consume, maximum development potential (present and future) of the said Land/Larger Land, over a period of time, in accordance with the plans as may be approved by BMC; but without altering the location, area and amenities of the said Premises agreed to be acquired by the Allottee/s in terms of this Agreement;
- 6.4. to relocate/realign service and utility connections and lines, amenity space (if any), parking spaces, common areas, recreation spaces, open spaces, reservations (if any) and all or any other areas, amenities and facilities if the same is required by the BMC and/or as the Promoter may deem fit;
- 6.5. to deal with, sell or otherwise dispose of any part or portion of the said Building constructed on the said Land, and to permit the same to be utilized for any purpose at the absolute discretion of the Promoter;
- 6.6. to construct in, over or around or above the terrace of the said Building any additional area/floor or facility, as may be permitted under applicable law, including the rules of the BMC and/or any other authority;
- 6.7. to construct temporary structures including site offices/sales lounge within the Real Estate Project in connection with the development of the said Land and to access/use the same at any time, without any restrictions whatsoever including to use any of the premises constructed in the Real Estate Project as a sample/show flat for representational purposes until the development of the said Land and the

adjoining lands (if any) is completed in all respects;

- 6.8. to use the common areas, services, facilities and amenities in the Real Estate Project until the development of the said Land and adjoining lands (if any) is completed in all respects;
- 6.9. to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in the Real Estate Project and all its right, title and interest therein; **PROVIDED HOWEVER THAT** any mortgage of the said Premises by the Promoter shall be subject to and shall not affect the rights of the Allottee/s with respect to the said Premises;
- 6.10. to permit/allot/earmark car parking spaces in the Real Estate Project to the allottee/s of units/premises in the Real Estate Project, as a benefit and amenity, incidental to the purchase of the units/premises as aforesaid by such allottees / purchasers;
- 6.11. to grant or offer upon or in respect of the said Land or any part thereof, to any third party, all such rights, benefits, privileges, easements, right to connect to all drains, sewers, installations and/or services in the Real Estate Project;
- 6.12. to designate any spaces/areas in the Real Estate Project (including on the terrace and/or in the basements/ground level of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage, radio and electronic communication etc.) to be availed by the allottee/s/occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole, absolute or unfettered discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae) in respect of the utility services may be laid/provided in the manner the Promoter may require and may be utilized in common by occupants of units/premises in the Real Estate Project, as the case may be. The Promoter and its workmen/ agents/contractors/employees and any third-party contractors shall be entitled to access and service such infrastructure and utilities over the said Land. Further, the service areas located within the Real Estate Project may be earmarked by the Promoter for such services being and including but not limited to for the purposes of sub-station, DG set, solar PV panels and solar hot water system (as per CRZ and IGBC norms), electric vehicle charging points, fire command room, STP, air conditioning and ventilation equipment's for common areas, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment, etc. and other permitted uses as per applicable regulations/approvals. The Allottee/s shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter/Society for rendering maintenance services;
- 6.13. to put signage/boards to reflect the name of **“Maestro”** and/or **"K. Raheja Corp Homes"** (and/or any other brand name the Promoter is entitled/permitted to use or as desired by the Promoter) on the façade, terrace, compound wall and/or any other part/location of the Real Estate Project, as the Promoter in its sole, absolute and unfettered discretion may deem fit. The Promoter shall be entitled to control

such signage/boards and all other forms of signage whatsoever within the Real Estate Project till the time the Real Estate Project is transferred to the Society. Such signage/boards may be in print/electric signs/neon signs/ illuminated and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees/representatives shall have access to such signage/boards for this purpose as the case may be and the Allottee/s agrees not to object or dispute the same. The Allottee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Premises 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 (and/or any other logo permitted to be used by the Promoter) in one or more places in the Real Estate Project 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 repairing, painting or changing the logo;

- 6.14. to enter into the said Premises or any part thereof (as may be required) with or without its surveyors, agents, workmen and/or other necessary personnel at reasonable times for the purpose of making, laying down, cleaning, maintaining, repairing, rebuilding, lighting and generally keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agree/s that he shall not undertake any civil works/fit-out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes;
- 6.15. to enter into the said Premises or any part thereof with or without its surveyors, agents, workmen and/or other necessary personnel at reasonable times for the purpose of inspection of all fit-out works/renovation works carried out by the Allottee/s (during fit-out period and/or at any time thereafter). In the event the Promoter finds that the nature of fit-out works/renovation works executed by the Allottee/s is harmful to the said Premises or to the Real Estate Project or any part thereof, the Promoter shall be entitled to demolish the said harmful works and restore the said Premises to its original condition at the Allottee/s's costs and expenses;
- 6.16. to reserve unto itself the unfettered right to the full, free and complete right of way and means of access in and to the said Land at all times, by day and night, for all purposes including to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the said Land;
- 6.17. In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the premises in the Real Estate Project, the power and authority of the Society so formed or that of the Allottee/s and the allottee/s of other premises in the Real Estate Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Real Estate Project, 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 premises, un-allotted/unassigned car parking spaces and the disposal/allocation thereof;

- 6.18. If at any time before or during the currency of the development of the said Land, any part of the same is taken over by the government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government or local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee/s shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors or grant of any incentive FSI (which will be over and above the declared/disclosed aggregate proposed FSI, as more particularly mentioned in the Fourth Schedule hereunder written), the Allottee/s shall not have any claim on the same and the same shall vest in and belong solely to the Promoter. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same, whether or not the same forms part of the said Land and in that case if on account of such development of road, approach road, service road, access area, any nallah or sewerage area, BMC or any other authority rewards any benefit whether monetary or otherwise, the Allottee/s agrees that the Allottee/s shall not have any sort of claim on the same and the same shall vest in and belong solely to the Promoter;
- 6.19. Till the entire development of the said Land and the adjoining lands (if any) is completed, the Allottee/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, open spaces, gardens, infrastructure facilities, recreational areas and facilities common areas, amenities and facilities and /or the limited areas and facilities to be provided on the said Land and/or the adjoining lands (if any) and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard;
- 6.20. To amalgamate the said Land with any adjoining lands and/or part thereof (as may be permissible under the applicable laws and subject to approval of the concerned authorities) and for the development of such amalgamated land {whether as a common integrated layout or otherwise}, to amend the Sanctioned Plans of the said Land, building plans and such other approvals to enable the Promoter to have a composite development of such amalgamated land i.e. the said Land with any of the adjoining lands and/or part thereof;
- 6.21. To make amendments to the Sanctioned Plans in compliance with the applicable regulations for (i) amalgamating two or more apartments, (ii) enclosing/amalgamating the entire area/space which is located/to be located between the main doors of the concerned apartments (which are proposed to be amalgamated), (iii) constructing an internal staircase to internally connect the apartment on the lower floor with the apartment on the upper floor, (iv) constructing extended decks/extensions/balconies to the concerned apartments; such amendments to be carried out at the request of the Allottee(s) (subject to the absolute discretion of the Promoter) and/or otherwise. The

Allottee/s hereby agrees, confirms and consents to the above and states that the consent/s under this clause shall be considered to be the Allottee/s's consent as contemplated by Section 7 of the MOF Act and Section 14 of the RERA Act. The Allottee/s shall execute, in furtherance of the express and specific consent granted herein, such consent letters, no-objection certificates, forms or other writings of whatsoever nature as the Promoter may require from time to time. It is further clarified that the foregoing stipulation regarding execution of consent letters, no-objection certificates, forms, other writings, etc. shall not be interpreted to mean that the Allottee/s has any rights to object / withdraw his express consent or that the Promoter is separately required to obtain any form of consent from the Allottee/s.

7. OBLIGATIONS OF THE PROMOTER:

- 7.1. The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authorities at the time of sanctioning the plans in respect of the Real Estate Project or thereafter and shall, before offering possession of the said Premises to the Allottee/s, obtain from BMC, occupation certificate in respect of the said Premises.
- 7.2. The Promoter is aware that time is the essence of the contract for the Promoter, and the Promoter shall, subject to the provisions of this Agreement (including but not limited to the factors set out in clause 9.2 hereunder), abide by the time schedule for completing the Real Estate Project and offering possession of the said Premises to the Allottee/s after receiving the occupation certificate.

8. CAR PARKING SPACE/S:

- 8.1. The Promoter is required to make adequate provision for car parking for the Real Estate Project in accordance with the DCPR and/or the applicable building byelaws, etc. As per the norms, car parking space/s in the form of independent/tandem (enclosed/covered/uncovered) and/or areas in the form of mechanical means sufficient to park cars (i.e. either by way of stack/puzzle) and/or otherwise may be provided. The Promoter hereby confirms having made provision for car parking spaces in respect of the Real Estate Project;
- 8.2. Accordingly, and as incidental to the purchase of the said Premises by the Allottee/s, the Promoter shall provide to the Allottee/s absolutely free of any consideration, permission to park in the said Parking Space/s more particularly mentioned in the **Fourth Schedule** hereunder written. The Allottee/s hereby agree that the Allottee/s shall not have any right to demand from or require the Promoter to allot any specific car parking space/s and the decision on the location of the car parking space will be that of the Promoter alone;
- 8.3. The said Parking Space/s (as earmarked/provided by the Promoter as a benefit for the use by the Allottee/s as an amenity and limited common area attached to the said Premises) shall not be used for any other purpose other than for parking the light motor vehicles of the Allottee/s, his family members/guests and/or any person authorized by the Allottee/s. The Allottee/s is aware that just as the said

Parking Space/s will be for his exclusive use, similar exclusive usage rights of the respective parking space/s to other allottee/s of premises shall be granted by the Promoter and that the same shall be binding on the Allottee/s, his nominee/s and assign/s. The details of the allocation of the parking spaces will be handed over to the Society. The Allottee/s shall cause the Society to ratify the parking permission/allocation in favour of the Allottee/s and further that the Allottee/s shall not cause the Society to change the allocation of parking spaces of other allottee/s. The Allottee/s shall be permitted to use the said Parking Space/s, subject to the rules and regulations of the Society.

9. **POSSESSION:**

- 9.1. The Allottee/s is aware that the possession of the said Premises shall be offered to the Allottee/s after the said Premises is ready in bare-shell condition as per the terms of this Agreement and the Occupation Certificate *inter alia* for the said Premises is issued by the BMC **PROVIDED** all the amounts due and payable by the Allottee/s under this Agreement/pursuant to this transaction, are paid to the Promoter/concerned authorities and **PROVIDED FURTHER THAT** the Allottee/s has complied with all the terms and conditions of this Agreement.
- 9.2. The Promoter shall, subject to the provisions of sub clause 9.1 above, endeavour to offer possession of the said Premises to the Allottee/s by the date as more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the “**Date of Offer of Possession**”. **PROVIDED HOWEVER**, that the Promoter shall be entitled to reasonable extension of time for offering possession of the said Premises on the Date of Offer of Possession, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
- 9.2.1. act of God, civil commotion or war;
- 9.2.2. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- and, in any of the aforesaid events the Date of Offer of Possession with respect to the said Premises shall stand extended by such period of delay.
- 9.3. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for offering possession of the said Premises (*in bare shell condition in terms of this Agreement*) to the Allottee/s on the Date of Offer of Possession (save and except for the reasons as stated in clause 9.2 above), then the remedy of the Allottee/s, on being notified (in writing either by RPAD/Courier/E-mail) by the Promoter of the same, shall be to either;
- 9.3.1. continue with this Agreement and accept the “**revised date of offer of possession**” as estimated and decided by the Promoter, at its sole discretion. In such an event, the Promoter shall be liable to pay interest at the rate prescribed in the RERA Rules from the Date of Offer of Possession till the revised date of offer of possession and/or, if the possession is offered earlier, then until the date the Promoter offers possession of the said Premises to the Allottee/s.

OR

- 9.3.2. terminate this Agreement by giving a written notice to the Promoter (either by RPAD/Courier/E-mail) within 15 (fifteen) days from being notified in writing by the Promoter (“**Allottee/s Termination Notice**”) as aforesaid, of such delay, failing which the Allottee/s shall be deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions of the Date of Offer of Possession, from time to time.
- 9.4. If the Allottee/s has opted to terminate this Agreement and has terminated the same in accordance with sub-clause 9.3.2 above, then on receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s, the installments of the Sale Consideration till then received by the Promoter together with interest at the rate prescribed in the RERA Rules for the period computed from the date the Promoter received such installment/part thereof till the date such amounts with interest thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Parking Space/s and/or any part thereof and the Promoter shall be entitled to deal with and/or dispose of the said Premises and the said Parking Space/s in the manner it deems fit and proper. If any amount/s have been paid/reimbursed by the Allottee/s to the Promoter towards GST and/or other taxes/levies/statutory charges, etc., the same shall be refunded by the Promoter to the Allottee/s, subject only upon the same being received by the Promoter from the concerned government/statutory authorities and only to the extent received. The Allottee/s shall execute (and register, if required) such necessary deed/s, document/s and writing/s as may be required by the Promoter with respect to termination of this Agreement prior to refund by the Promoter as aforesaid and return all documents (in original) with regards to this transaction to the Promoter.
- 9.5. If as a result of any of the factors as mentioned in clause 9.2 above, which cannot be resolved within a reasonable time and the Promoter is unable to complete the said Building/Real Estate Project and/or to offer possession of the said Premises to the Allottee/s, the only responsibility and liability of the Promoter will be to return to the Allottee/s, the total amount (attributable to the said Premises) that has been received from the Allottee/s (in terms of this Agreement/pursuant to this transaction) (without any interest) and, save as aforesaid, the Allottee/s shall have no right/claim of any nature whatsoever relating to the said Premises and/or the said Parking Space/s and/or any part thereof and/or against the Promoter or otherwise on any account whatsoever and howsoever. The Allottee/s shall execute (and register, if required) such necessary deed/s, document/s and writing/s as may be required by the Promoter with respect to termination of this Agreement prior to refund by the Promoter as aforesaid and return all documents (in original) with regards to this transaction to the Promoter.
- 9.6. If the Allottee/s desire/s certain fixtures, fittings and amenities not meant to be

provided to the Allottee/s in the said Premises and offer/s to make payment for the same to the Promoter in advance and if the Promoter accepts such offer, then the time required for providing such fixtures, fittings and amenities as agreed shall be added to the Date of Offer of Possession with respect to the said Premises.

- 9.7. So long as the Promoter obtains from the BMC, the Part Occupation Certificate with respect to the said Building (and the same includes the Occupation Certificate with respect to the said Premises), the Allottee/s shall pay the balance of the Sale Consideration and all other amounts as per the provisions of this Agreement/pursuant to this transaction and obtain from the Promoter possession of the said Premises (in bare shell condition) and be entitled to use and occupy the same in accordance with the provisions of this Agreement and the terms and conditions of all approvals pertaining to the Real Estate Project. Thereafter the Promoter shall, without any hindrance or objection by the Allottee/s carry out the remaining development and works in the Real Estate Project and the Real Estate Project-Areas and Amenities.
- 9.8. It is hereby specifically clarified that upon the receipt of occupation certificate for the said Premises, the Allottee/s shall not be entitled to terminate this Agreement. In the event the Allottee/s fail/s to respond and/or neglect/s to take possession of the said Premises within the period mentioned in clause 9.9 hereunder, then the Promoter shall be entitled, along with other rights under this Agreement, to forfeit the Sale Consideration received by the Promoter till such date towards the said Premises along with applicable taxes and any other charges/amounts. The Allottee/s hereby agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the said Premises shall come to end on the expiry of the period as stipulated by the Promoter under the Possession Notice (*as defined in clause 9.9 hereunder*) and that subsequent thereto, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the said Premises.
- 9.9. The Promoter shall for the purpose of offering possession to the Allottee/s on or before the Date of Offer of Possession (or on or before the revised date of offer of possession) as the case may be, intimate the Allottee/s in writing that the said Premises is ready (*in bare shell condition in terms of this Agreement*) ("**Possession Notice**") and to take possession of the same. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice ("**Possession Period**") by making payment of the balance Sale Consideration, Infrastructural Development Charges, the Other Charges & Deposits and all other amounts/deposits/taxes payable in terms of this Agreement/pursuant to this transaction and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or separately, and, the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the Possession Period, the Allottee/s shall, from the expiration of the Possession Period, pay/be liable to pay the municipal/property taxes, maintenance charges, electricity charges and all other charges with respect to the said Premises and the said Building (as applicable) and as shall be decided by the Promoter/the Society/concerned authorities (as the case may be);

- 9.10. However, in the further event of the Allottee/s failing to take possession of the said Premises within 1 (one) month from the date of the Possession Notice, the Allottee/s shall be deemed to be in breach of the terms of this Agreement and, the Promoter without prejudice to its other rights under this Agreement shall be entitled to waive/condone such breach on the condition that the Allottee/s shall bear and pay to the Promoter, holding charges at the rate as more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as “**Holding Charges**”) for the entire period of such delay in taking possession i.e. from the expiration of the period of 1 (one) month from the date of Possession Notice till possession is taken by the Allottee/s. The Allottee/s agree/s and confirm/s that such Holding Charges as more particularly mentioned in the Fourth Schedule hereunder written shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee/s to the Promoter under this Agreement/transaction and which shall be paid by the Allottee/s to the Promoter prior to taking possession of the said Premises. During this period of delay, the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and costs of the Allottee/s in relation to its deterioration in physical condition. The Allottee/s agrees and confirms that the Holding Charges as aforesaid are in the nature of liquidated damages, and not penalty;
- 9.11. Upon the Allottee/s taking possession of the said Premises, the Allottee/s shall be deemed to have taken complete and detailed inspection of the said Premises and the Promoter shall be discharged from all responsibilities and obligations in respect of any item of work in the said Premises which may be alleged not to have been carried out or completed. The only liability of the Promoter shall be the statutory liability under section 14(3) of the RERA Act. If within a period of 5 (five) years from the date of expiration of the Possession Period or the date of handing over the said Premises to the Allottee/s, whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost; and in case it is not feasible or practical to rectify such defects, then the Promoter shall at its discretion pay to the Allottee/s reasonable compensation equivalent solely to the construction defect in the said Premises, which shall be determined by the Project Architect/ Project Engineer, and which determination shall be final and binding on the Parties. It is however expressly clarified that:
- 9.11.1. The Promoter shall not be liable for any defects as aforesaid if the same have been caused by reason of the Allottee/s carrying/having carried out alterations of any nature whatsoever in the structure of the said Premises or on account of any force majeure factors, which shall include but not be limited to columns, beams, etc. or in the fittings therein. In particular it is clarified and expressly agreed that the Allottee/s shall not make any alterations in any of the pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen (including waterproofing), which may result in seepage of the water. If any of such works are carried out, the defect liability/warranties shall automatically become void, and the Allottee/s shall be liable to compensate and indemnify the Promoter/

affected allottee/s of the Real Estate Project/Society against all defects that may result due to such works;

9.11.2. The word ‘defects’ in this clause means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not include defect/s caused by normal wear and tear and/or by negligent use of the said Premises by the Allottee/s/occupants/vagaries of nature. The Allottee/s has been made aware and the Allottee/s agree/s that the regular wear and tear of the said Premises includes minor hairline cracks on the external and internal walls excluding the Reinforced Cement Concrete (“**RCC**”) structure and the same do not amount to structural defects and hence, cannot be attributed to either bad workmanship or structural defect;

9.12. Upon taking possession of the said Premises, the Allottee/s may undertake fit-out/renovation works of the said Premises, and for the said purposes, the following terms will be applicable:

9.12.1. the Allottee/s shall undertake fit-out/renovation works of the said Premises at his own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Promoter (“**Fit-Out Guidelines**”) (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Promoter/Society/competent authority (as the case maybe). For the purpose of NOC, the Allottee/s shall submit to the Promoter/Society, (as the case maybe), the complete plans/drawings with all specifications (certified by a certified structural engineer appointed by the Allottee/s) before starting fit-out/ renovation works.

9.12.2. As a security for due compliance of the Fit-Out Guidelines/ Promoter’s/ Society’s NOC/terms and conditions stated therein (including for any damage to the said Premises and/or any adjoining premises and/or the Real Estate Project and/or the Real Estate Project-Areas and Amenities), the Allottee/s shall prior to taking possession of the said Premises (irrespective of whether or not, the Allottee/s immediately commences fit-out/renovation works), along with payment of the Other Charges & Deposits, keep deposited with the Promoter an interest free security deposit of the amount as mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as the “**Fit-Out Deposit**”. The Fit-Out Deposit (or part thereof) shall be forfeited in the event of non-compliance by the Allottee/s of any of the terms and conditions as stated herein and/or in the Promoter’s/Society’s NOC and/or the Fit-Out Guidelines and/or any other documents and/or writings executed by and between the Parties hereto (and/or by the Allottee) with respect thereto;

9.12.3. The Promoter shall be entitled to inspect all fit-out works /renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful to the said Premises or to the adjoining premises or to the Real Estate Project or to the Real Estate Project-Areas and Amenities or any

part thereof and/or is not in accordance with the Fit-Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit-out/renovation works and the Allottee/s shall stop such fit-out/renovation works at once, without raising any dispute and restore the said Premises to its original condition at the Allottee/s costs and expenses;

9.12.4. The Allottee/s shall on completion of the fit-out/renovation works in the said Premises, submit to the Promoter without delay, a completion letter stating therein that the fit-out/renovation works in the said Premises have been carried out in accordance with the plans/drawings submitted to the Promoter/Society (and approved) and the Promoter's/Society's NOC as aforesaid. The Fit-out Deposit shall be refunded, subject to the provisions of this Agreement, upon expiry of a period of 3 (three) months from the date, being the later of (a) submission of the completion letter as aforesaid or (b) handing over the management and charge of the Real Estate Project to the Society;

9.12.5. Neither the Allottee/s nor his architects/contractors/interior designers, while carrying out fit-out/renovation works in the said Premises, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Premises/exterior walls/adjoining premises/ RCC structure/columns/beams/said Building. In particular, the RCC members/walls should not be punctured, altered, shifted or damaged under any circumstances.

9.13. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or his rights, entitlements and obligations under this Agreement until the entire Sale Consideration, Infrastructural Development Charges, the Other Charges & Deposits and all the amounts payable by the Allottee/s to the Promoter under this Agreement/pursuant to this transaction are fully paid and without the prior written permission of the Promoter.

10. FORMATION OF SOCIETY:

10.1 The Promoter shall submit an application to the competent authority to form a co-operative housing society to comprise of the Allottee/s and the other allottee/s of premises in the Real Estate Project, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 ("**MCS Act**") and the Rules made thereunder, read with the RERA Act and the RERA Rules;

10.2 The Allottee/s shall, *(along with the other allottee/s of premises in the Real Estate Project)*, join in forming and registering a co-operative housing society in respect of the Real Estate Project in which the allottee/s of premises in the Real Estate Project shall be joined as members ("**the Society**");

10.3 For this purpose, the Allottee/s shall co-operate with the Promoter and shall from time to time sign and execute the application for registration and/or membership

and all other papers, forms, declarations, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, and do all acts and deeds so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

- 10.4 The name of the Society shall be decided by the Promoter, and which shall not be changed by the allottee/s of premises in the Real Estate Project, without the prior written consent of the Promoter;
- 10.5 The Society shall admit all the allottee/s of premises in the Real Estate Project as members, in accordance with its bye-laws. However, unless and until the Allottee/s is in full compliance of the terms and conditions of this Agreement including payment of the entire Sale Consideration, Infrastructural Development Charges, Other Charges & Deposits and all other amounts/taxes payable hereunder/pursuant to this transaction to the Promoter /concerned authorities (as applicable), the Society shall neither issue nor deliver the share certificate to the Allottee/s;
- 10.6 The Promoter shall be entitled, but not obliged, to join as a member of the Society in respect of the unsold premises (if any), in the Real Estate Project. As and when the unsold premises in the Real Estate Project are sold by the Promoter, the Society shall admit the allottee/s of such premises as its members without being made subject to or liable to any separate, special, and/or additional condition and required to pay any amounts towards transfer fees, premiums, donations or by whatever name called, save and except the share application and entrance fees and in the manner as may be prescribed in the bye-laws of the Society and the Allottee/s shall not raise any objection thereto;
- 10.7 The Promoter will have the option, at its sole, absolute and unfettered discretion to submit the Real Estate Project to the provisions of the Maharashtra Apartment Ownership Act, 1970 (“**MAO Act**”), if so permissible, instead of forming and registering the Society, as aforesaid. If the Promoter so decides to apply the provisions of the MAO Act in respect of the Real Estate Project, the Promoter will execute the necessary Declaration as contemplated by Section 2 of the MAO Act and will execute separate Deeds of Apartment in respect of the respective premises in favour of the respective allottee/s/purchaser/s thereof, instead of the Society Conveyance (*defined hereunder*). In such an event all references to the Society herein shall be deemed to refer to a condominium and, the byelaws of the Society will be deemed to refer to the bye-laws of the condominium. The Allottee/s will join in the execution of the Declaration as and when called upon by the Promoter, if so, required by applicable law.
- 10.8 The Promoter shall also have the option, at its sole, absolute and unfettered discretion to get incorporated a Limited Company, if so permissible, of which the owners of all the premises in the Real Estate Project shall be the shareholders. If the Promoter so decides to have a Limited Company incorporated, then and in

that case, all references in this Agreement to the Society will be deemed to refer to the said Limited Company and, the references to the formation and registration of the Society will be deemed to refer to the incorporation of the Limited Company and further, the references to the bye-laws of the Society will be deemed to refer to the Memorandum and Articles of Association of the Limited Company and references to the Registrar of Co-operative Societies/Competent Authority will be deemed to refer to the Registrar of Companies.

- 10.9 It is expressly clarified and the Allottee/s agrees that the prerogative to opt for a co-operative society, a condominium or a limited company as the form/nature of the organization of the allottee/s/unit purchasers of/in the Real Estate Project vests solely and absolutely in the Promoter, and none of the allottee/s (including the Allottee/s) of the units/premises in the Real Estate Project (including the said Premises) shall have the right to demand from/insist upon the Promoter to opt for a particular form of organization of allottee/s /unit purchasers.

11. TRANSFER OF TITLE:

- 11.1. Within 3 (three) months from the date on which (a) the Full Occupation Certificate in respect of the said Building/Real Estate Project is issued and its construction has been completed in all respects, including the Real Estate Project-Areas and Amenities and, (b) the Promoter has received the entire sale consideration/sale price, infrastructural development charges, other charges/deposits and all other amounts from all allottee/s of premises in the Real Estate Project, the Promoter shall (subject to its rights to dispose of the unsold premises, if any, in the Real Estate Project and receive the entire sale consideration/sale price and all other amounts/outstanding dues from the allottee/s), convey all its right, title and interest in the said Land together with the said Building and all the structures constructed thereon including the Real Estate Project-Areas and Amenities, to the Society vide a registered deed of conveyance (“**Society Conveyance**”). The Society shall be required to join in the execution and registration of the Society Conveyance. The Promoter shall not be responsible for any delay by the Society in the timely execution and registration of the Society Conveyance.
- 11.2. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance and the transaction contemplated thereby including in respect of any documents, instruments, papers and writings, and the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting, approving, execution and registration of all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same.

12. MAINTENANCE/OUTGOINGS:

- 12.1. The Allottee/s shall from the expiration of the Possession Period (whether or not the Allottee/s has taken possession of the said Premises) be continuously bound and liable to bear and pay his share of maintenance/outgoings in respect of the maintenance and management of the Real Estate Project including *inter alia*, costs and expenses towards property taxes, betterment charges, N.A. taxes, other

rates, taxes, cess, assessments or such other levies by BMC or other concerned local authority and/or by the government, insurance charges, audit fees, costs for maintaining utility and infrastructural facilities and other common areas, amenities and conveniences in the said Land and the Real Estate Project including the repair and maintenance of the Real Estate Project-Areas and Amenities, costs with respect to various annual maintenance contracts and other service contracts and salaries of all the staff including managers, security, liftman, gardeners, sweepers, etc. and all other common expenses necessary and incidental to the management and maintenance of the Real Estate Project. It is clarified that the Private Terraces (*defined hereunder*) will be maintained and managed by the allottee/s of the Duplex Flats/Premises, at his own costs and expenses. It is clarified that the amounts to be deposited by the Allottee/s with the Developer towards “**Other Charges & Deposits**” does not include any amounts towards the municipal/property tax in respect of the said Premises and that the Allottee/s shall, from the expiration of the Possession Period, pay/be liable to pay the same directly to the concerned authorities.

- 12.2. To facilitate the above payment (i.e. the Allottee/s’s share of maintenance/outgoings), for the maintenance and management of the Real Estate Project including the Real Estate Project-Areas and Amenities, the Allottee/s shall keep deposited with the Promoter, such amounts as are more particularly mentioned in the **Sixth Schedule** hereunder written and hereinafter referred to as the “**Maintenance/Outgoings–Real Estate Project**” and from which the payments will be made by the Promoter as stated hereunder. The Maintenance /Outgoings–Real Estate Project forms part of the “**Other Charges & Deposits**” and is more particularly mentioned in the **Sixth Schedule** hereunder written. The Allottee/s shall within 15 (fifteen) days of Possession Notice (as stated in clause 9.9 above), deposit with the Promoter, the Other Charges & Deposits (which includes the Maintenance/Outgoings – Real Estate Project).
- 12.3. Upon the handing over of the maintenance and charge of the Real Estate Project to the Society, the Society shall be responsible for the operation, management and/or supervision of the Real Estate Project including the Real Estate Project-Areas and Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 12.4. The Allottee/s is aware that the utility meters such as electric and gas meter will/may initially be in the Promoter’s name, and it will be the Allottee/s’s responsibility to get the same changed to his name in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee/s to make payment of all utility charges from the expiration of the Possession Period. In the event of disconnection of any utility meter due to any payment default of the Allottee/s, then the Allottee/s shall be solely responsible to obtain the reconnection, at his own costs and expenses.
- 12.5. It shall not be the obligation of the Promoter to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter has received the same from the allottee/s of premises in the Real Estate Project. The Promoter shall not be responsible in any manner whatsoever in case of any

attachment or other proceedings that may be made or taken in respect of the Real Estate Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee/s or other allottee/s of the premises therein and/or their failing to comply with their obligations under this Agreement/their respective agreements.

- 12.6. The Promoter intends to create a Corpus Fund for the Real Estate Project for the purpose of providing for the costs and expenses for maintenance/repair/replacement of common services, utility and infrastructural facilities and other common areas, amenities, facilities and conveniences in the Real Estate Project including the repair and maintenance of the Real Estate Project-Areas and Amenities, hereinafter referred to as the **“Corpus Fund–Real Estate Project”**. The Corpus Fund–Real Estate Project forms part of the **“Other Charges & Deposits”** (which is more particularly mentioned in the **Sixth Schedule** hereunder written) and will be deposited by the Allottee/s with the Promoter within 15(fifteen) days of the Possession Notice (as stated in clause 9.9 above). The Corpus Fund-Real Estate Project will be kept in a specified non-interest bearing bank account and/or invested in tax-free bonds purchased in the name of the Promoter, since the amounts will be collected by the Promoter and in its name. It is however clarified that the interest/earnings therefrom, if any, will accrue to the benefit of the Allottee/s who have deposited the same with the Promoter as they are the beneficiaries of the same, and accordingly may be impacted for income tax liability, thereon, if any, which shall be solely to the account and consequences of the Allottee/s. It is further clarified that the Promoter will have no beneficial interest in the investments and/or interest/earnings therefrom. The Promoter shall transfer the Corpus Fund-Real Estate Project to the Society subject to deduction of dues, if any, payable by the Allottee/s and/or the Society at the time of handing over the management and charge of the Real Estate Project to the Society along with transfer of the amounts more particularly as provided in Clause 12.8 hereunder.
- 12.7. Notwithstanding the provisions contained in the above sub-clauses, for the purpose of providing and maintaining high standard /quality maintenance and management of the Real Estate Project and the Real Estate Project-Areas and Amenities, the Promoter shall be entitled, in its sole, absolute and unfettered discretion, without any obligation, to nominate and/or appoint (on behalf of the allottee/s of the Real Estate Project), any person, firm or body corporate (including a group company of the Promoter) and hereinafter referred to as the **“Maintenance Agency”**, who shall perform such functions. The Maintenance Agency may be appointed by the Promoter for a minimum period of 5 (five) years for such remuneration/fee, as may be applicable, on such terms and conditions as the Promoter may deem fit, without any reference to the Allottee/s and other allottee/s of the Real Estate Project, even after formation of the Society, and the Allottee/s gives his unequivocal consent for the same. The Allottee/s also expressly authorizes the Promoter to negotiate and enter into the required contract/s with such Maintenance Agency on behalf of the Allottee/s and the Allottee/s undertake/s to abide by the terms and conditions of the agreement/s with such Maintenance Agency and pay to such Maintenance Agency, his share of the outgoings (as may be determined by such Maintenance Agency) and also

the fees and charges of such Maintenance Agency along with applicable taxes. The Promoter shall be entitled to and is authorized by the Allottee/s to reimburse/pay to the Maintenance Agency, the above amounts charged by the Maintenance Agency, out of and from the Maintenance/Outgoings – Real Estate Project. The Allottee/s along with the other allottees in the Real Estate Project shall undertake and cause the Society to ratify the appointment of such Maintenance Agency. It is clarified that for the purpose of computation of the period of 5 years as stated above in relation to appointment of the Maintenance Agency, such period shall be computed from the date on which such Maintenance Agency is appointed or the date on which the last unit in the Real Estate Project is offered for possession, whichever is later.

- 12.8. Upon expiry of the tenure of 5 (five) years as set out in the above clause, the Promoter may novate the contract/agreement in favour of the Society or the Society may choose to appoint any other maintenance agency as it may deem fit. Notwithstanding anything stated elsewhere in this Agreement, the Society shall be entitled to terminate the contract/agreement with the Maintenance Agency, by giving prior written notice of 6 (six) months, provided such termination notice is issued with unanimous consent of all allottees of the Real Estate Project. It is clarified that upon expiry/termination/novation of the contract/agreement in the manner aforesaid, the unspent balance, if any, from the Maintenance/Outgoings – Real Estate Project shall be transferred to the Society's account, without any interest on the amounts received from the Allottee/s.
- 12.9. The Promoter hereby informs the Allottee/s that the Maintenance/Outgoings – Real Estate Project is based on the estimated maintenance costs (which is not final and is subject to revision) and therefore, it shall last for such period of time until it is depleted, and presently such period is estimated to be a period of approximately 24 (twenty-four) months and the same could be lesser (depending on the actual costs). The Maintenance/Outgoings – Real Estate Project shall not carry interest and will remain with the Promoter (subject to payments to the Maintenance Agency) and the balance of Maintenance/Outgoings – Real Estate Project remaining with the Promoter (if any), shall be paid over by the Promoter to the Society as mentioned in clause 12.8 hereinabove.
- 12.10. The Allottee/s further agrees and undertakes that 6 (six) months before the expiration of the aforesaid period of 24 (twenty-four) months the Maintenance/Outgoings – Real Estate Project being/becoming insufficient to make the payments to the Maintenance Agency for a period of 6 months, whichever is earlier, the Allottee/s shall deposit with the Promoter further adhoc deposits/amounts [in accordance with the demand of the Promoter / Maintenance Agency and which shall be computed/determined by the Promoter / Maintenance Agency based on the then prevailing estimates (for a such further period as shall be determined by the Promoter / Maintenance Agency), but subject to revision by the Promoter/Maintenance Agency, from time to time] towards payment of the aforesaid expenses and outgoings to the Maintenance Agency, from time to time and the Allottee/s shall not withhold the same for any reason whatsoever.
- 12.11. The Promoter shall maintain separate account/s in respect of the amounts comprised in the "Other Charges & Deposits" received by the Promoter and

utilize the same for the purposes it has received. The Promoter shall render accounts of the amounts comprised in the “Other Charges & Deposits” to the Society (and not to any individual allottee/s including the Allottee/s) and the unspent balances, if any shall be transferred to the Society’s Account in the manner stated herein.

- 12.12. The Promoter shall, in the interest of the Allottee/s and the Real Estate Project (including Real Estate Project-Areas and Amenities), take decisions regarding management and allocation of funds/monies, the type, mode, quality of services to be provided in respect of the Real Estate Project (including Real Estate Project-Areas and Amenities), and the management and administration thereof.
- 12.13. The Allottee/s shall accept the statement/s of the aforesaid expenses with respect to the maintenance and management of the Real Estate Project, duly certified by the chartered accountants of the Promoter, as final and binding and shall not insist on any further clarification on the aforesaid maintenance costs/expenses. Such certificate of the chartered accountants will also be considered as final at the time of hand over to the Society.
- 12.14. The Allottee/s shall bear and pay (or reimburse to the Promoter), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges & Deposits payable by the Allottee/s in accordance with this Agreement.
- 12.15. With respect to Infrastructural Development Charges, the Allottee/s shall within 15 (fifteen) days of Possession Notice (as stated in clause 9.9 above), pay the same to the Promoter and, the Promoter shall be at liberty to appropriate the Infrastructural Development Charges in the manner it deems fit without being liable and/or required to render accounts in respect thereof.

13. DUPLEX FLATS/PREMISES WITH PRIVATE TERRACES:

- 13.1 The terrace/s of the said Building shall be on and/or above the topmost habitable floor, as finally sanctioned (and is presently proposed by the Promoter partly at the 12th floor/level and above Duplex Flats/Premises). The Promoter presently proposes to construct two duplex Flats/Premises, both being partly on the 11th floor/level and partly on 12th floor/level of the said Building. These duplex flats/premises shall have private/exclusive terrace area attached and appurtenant to it at the 12th floor/level as shown demarcated and washed in green colour on the plan annexed as **Annexure “A” (Plan III) collectively** hereto (with such amenities and facilities as the Promoter may in its sole discretion deem fit) for the benefit and exclusive use and enjoyment of the allottee/s/purchaser/s of these duplex flats/premises to the exclusion of all other allottee/s of the said Building/Real Estate Project (the two duplex flats/premises together with the respective pool deck terraces and amenities, facilities and benefits thereon are collectively referred to as “**Duplex Flats/Premises**”).
- 13.2 The said private terraces are presently proposed to include swimming pool and pool deck terrace open to sky as shown washed in Green colour on the plan annexed as Annexure “A” (Plan III), (hereinafter referred to as “**Private**

Terraces”) and are sanctioned as part of the FSI for the said Building. The Promoter hereby informs that the allottee/s/purchaser/s of the respective Duplex Flats/Premises shall be entitled to use the Private Terraces attached and appurtenant to the respective Duplex Flats/Premises in such manner as they deem fit and proper (including to cover the same), as may be permissible under the municipal rules and regulations. The allottee/s/purchaser/s of the respective Duplex Flats/Premises will maintain and manage the Private Terraces at their costs and expenses. The Private Terraces will be accessible by the allottee/s of the respective Duplex Flats/Premises from their respective Duplex Flats/Premises.

- 13.3 The Promoter informs that the balance 12th floor/level of the said Building and terrace above Duplex Flats/Premises, which are shown washed in blue colour on the plan annexed as Annexure “A” (Plan III) collectively hereto (hereinafter referred to as “**Common Terraces**”), shall be common and available for the use and enjoyment of all the allottee/s in the said Building (including the allottee/s of the Duplex Flats/Premises). The Promoter proposes to provide such recreational facilities and amenities on such part of the Common Terraces, which are comprised in the Real Estate Project-Areas and Amenities. The Private Terraces and the Common Terrace (on the 12th floor/level of the said Building) shall be demarcated and separated in such manner as the Promoter deems fit and proper including putting up a RCC wall between such portions of the terrace. The Allottee/s has no right and will neither claim any right nor will use or access the Private Terraces.
- 13.4 The Allottee/s is aware of the exclusive rights attached to the Duplex Flats/Premises and hereby agrees, confirms and expressly consents to such entitlements reserved for the Duplex Flats/Premises and covenants not to raise any objection whatsoever so long as the location, area and amenities of the said Premises agreed to be acquired by the Allottee/s in terms of this Agreement remains unchanged. The Allottee/s hereby further agrees and confirms that the consents under this clause shall be considered to be the Allottee/s’s consent as contemplated by Section 7 of the MOF Act and Section 14 of the RERA Act. The Allottee/s shall execute, in furtherance of the express and specific consent granted herein, such consent letters, no-objection certificates, forms or other writings of whatsoever nature as the Promoter may require.

14. RECREATIONAL AREAS/FACILITIES:

- 14.1. The Promoter proposes to provide layout open space admeasuring 593.08 square meters.
- 14.2. The Promoter, as currently planned, proposes to provide on the ground level, first floor/level (i.e. in the common area) and Common Terraces presently proposed partly on the 12th floor/level and above Duplex Flats/Premises (i.e. on and above the topmost floors/level of the said Building, as presently proposed), recreational amenities and facilities, which as currently planned include, a proposed fitness center, swimming pool and certain other recreational amenities and facilities (at Promoter’s discretion), which will be available for the use and enjoyment of all the allottee/s of the Real Estate Project. The recreational amenities and facilities

proposed to be provided by the Promoter form part of the Real Estate Project-Areas and Amenities and are mentioned in the **Second Schedule** hereunder written. Subject to the Allottee/s observing and performing all the terms, conditions and provisions of this Agreement, the Allottee/s may access, use, and enjoy the recreational amenities and facilities in respect of which the Allottee/s will be liable to comply with the terms and conditions, including making payment of such user charges/fee and/or annual charges/fee as may be decided by the Promoter/Society.

- 14.3. The management and operation of the recreational amenities and facilities shall, in terms of Clause 12.7 above, be by the Promoter and/or the Maintenance Agency, and who shall be entitled to *inter alia*, frame, and implement, rules and regulations in respect thereof.

15. COVENANTS AND OBLIGATIONS OF THE ALLOTTEE/S:

- 15.1. The Allottee/s is aware that time is the essence of the contract for the Allottee/s and the Allottee/s agrees and covenants that he shall make timely payments of the instalments of the Sale Consideration, Infrastructural Development Charges, Other Charges & Deposits and all other amounts/taxes payable by the Allottee/s in terms of this Agreement/pursuant to this transaction and comply with all the other obligations hereunder;
- 15.2. The Allottee/s is aware that all amounts towards maintenance/outgoings stated in this Agreement are compulsorily payable and undertakes to pay such amounts upon demand being raised by the Promoter/Maintenance Agency/Society, regardless of whether the Allottee/s uses the common areas, amenities and facilities or not;
- 15.3. The Promoter shall be entitled to construct site office/sales lounge and/or sample/show flat on the said Land (including sample/show flat within the premises of the Real Estate Project with the consent of the concerned allottee/s) and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land and the adjoining lands (if any) has been completed in all respects and the full development potential has been utilized by the Promoter;
- 15.4. If the Allottee/s intends to visit the under-construction project then it shall make a written request to the Promoter for a site visit, and if it is feasible based *inter alia* on the stage of development and construction and subject to the safety conditions, the Promoter shall intimate the Allottee/s the date and time for such visit and the Allottee/s shall accordingly be entitled to a site visit on the date and the time as intimated by the Promoter accompanied by the site staff of the Promoter. It is clarified that, children below the age of 15 (fifteen) years, pregnant women and senior citizens shall not be allowed to enter the site. The Allottee/s agrees to follow all the safety precautions during the site visit and undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit. The Allottee/s shall prior to visiting the under-construction project, execute such

undertaking/indemnities/writings, as may be required by the Promoter in this behalf;

- 15.5. The Allottee/s is aware that he has agreed to purchase the said Premises in bare-shell condition and that the show/sample flat, if any constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, print advertisements, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottee/s' and/or general public viewing are merely an artists' impression and for representational purposes for depicting lifestyle and illustrating a possible option of design, layout and look of the said Premises and shall not constitute a representation or warranty or declaration by the Promoter or by any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement;
- 15.6. The Allottee/s is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., which may be used in the said Premises and/or in the Real Estate Project (as may be applicable) contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation/application in the said Premises/Real Estate Project and the same is on a best endeavour basis, the Allottee/s shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation/application;
- 15.7. The Allottee/s is aware that the warranties of equipment's, appliances and electronic items, if any, installed in the said Premises/Real Estate Project by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly, any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment's installer/manufacturer only and, if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void. It is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee(s)/Society;
- 15.8. The Allottee/s is aware that the Promoter has availed of concessions for deficiency in open space in the development of the Real Estate Project and confirms/covenants that he shall not object to the concessions availed by the Promoter as aforesaid nor will he object for any open space deficiency in the neighbourhood development;
- 15.9. The Allottee/s is aware that the Promoter shall provide a lightweight soil/ cocopit material (density not exceeding 10KN/m³) in the fillings for the plantation on the

terrace/s in the said Building/ Real Estate Project considering the load bearing capacity of the said Building. The Allottee/s confirms and covenants not to change the location, area, depth, and the filling material for plantation as aforesaid and in the event if the same is altered/modified by the Allottee/s/Society then in such an event the Promoter shall not be liable for the changes made by the Allottee/s/ Society which may impact the load bearing capacity of the said Building/ Real Estate Project.

- 15.10. The Allottee/s shall offer his unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of rain water harvesting, water treatment plants, sewerage/effluent treatment plant (if any), fossil fuel generators, mechanical parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, fire-fighting system/equipment/alarms /sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Allottee/s hereby gives his consent and no-objection to the Promoter and/or the Society/Maintenance Agency to operate, upgrade, maintain and run the above-mentioned equipment, systems, facilities, and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/s agrees to contribute to costs involved in these processes on pro-rata basis or as decided by the Promoter/Society. The Allottee/s will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of the Allottee/s or the Society, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment /devices and processes.
- 15.11. The Allottee/s with an intention to bind all persons into whose hands the said Premises may hereinafter come, hereby irrevocably represent/s and covenant/s with the Promoter as follows for the purpose of *inter alia* ensuring the soundness, safety and maintenance of the said Premises/Real Estate Project;
- 15.11.1. not to do or suffer to be done anything in or to the Real Estate Project, the said Premises, any common areas or passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the expiration of the Possession Period so as to support, shelter and protect the other parts of the said Building/Real Estate Project;
- 15.11.2. not to store in the said Premises (and in any part of the Real Estate Project), any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project or storing of which goods is objected by the concerned local or other authorities; and shall not carry or cause to be carried heavy packages to the upper floors which could damage the staircases, common passages or any other part of the structure of the Real Estate Project (including entrances of the Real Estate Project) or

the said Premises;

- 15.11.3. not to demolish/cause to be demolished, the said Premises or any part thereof, nor make any structural alterations and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises nor make any alteration in the elevation nor cover/enclose the planters/decks and service ducts or any of the projections from the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises nor do/cause to do any hammering for whatsoever use on the external/dead walls of the said Premises or do any act to affect any parts of the said Building/Real Estate Project and/or structural stability thereof and/or the FSI potential of the Real Estate Project;
- 15.11.4. not to commit or permit to be committed any alteration or changes in sewers, drains, pipes, conduits, cables and other fixtures and fittings serving the other premises in the Real Estate Project nor make any form of alteration for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and to keep them in good tenatable repair and condition;
- 15.11.5. not to shift or alter the position of either the kitchen/ toilets/ bathrooms which would affect the sunk areas therein and/or the drainage system of the said Premises /the said Building /Real Estate Project/or any part thereof in any manner whatsoever;
- 15.11.6. not to make or permit to be made any alteration to the waterproofing provided in the bathroom/s, toilets, kitchen, decks/balconies etc. of the said Premises;
- 15.11.7. not to open out any additional window or ledge or cover any other apparatus protruding outside the exterior of the said Premises or any portion thereof;
- 15.11.8. not to affix air conditioner/s/outdoor units at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building/Real Estate Project or any part thereof in any manner whatsoever;
- 15.11.9. not to install or affix any antenna on or near or attached to any window or in any portion exterior to the said Premises/said Building so as to spoil or affect the elevation of the said Building/Real Estate Project;
- 15.11.10. not to cover or construct anything on the open spaces, garden spaces, recreation area and/or parking spaces/areas;
- 15.11.11. not to use the basements for any other purpose, other than for parking of vehicles;

- 15.11.12. not to make any alteration in the elevation and external colour scheme of the paint of the Real Estate Project, in any manner whatsoever and to maintain the façade/elevation and the aesthetics of the said Building/ Real Estate Project and the said Premises in the same form as the Promoter constructs and hands over to the Allottee/s/said Society;
- 15.11.13. not to alter/change/vary/modify the aesthetics and/or area of the floor lobby and/or the other common areas of the said Building (including encroaching upon such areas) in any manner whatsoever and to maintain the floor lobby areas and the other common areas of the said Building in the same form as the Promoter constructs and hands over to the said Society;
- 15.11.14. not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 15.11.15. not to change the user of the said Premises and to comply with the stipulations laid down by the Promoter/Society with regards to use and occupation of the said Premises;
- 15.11.16. not to put/hang any clothes, etc. in or upon the windows/service ducts/balconies/decks and other portions which may be visible on the external facade of the said Building/Real Estate Project;
- 15.11.17. not to deposit, litter or throw dirt, rubbish, rags, garbage (wet and/or dry) or other refuse or permit the same to be deposited/kept or thrown from the said Premises in any of the common areas of the said Building and the Allottee/s shall along with other allottee/s make good and sufficient provision for the safe and efficient collection and disposal of all waste generated at the said Premises and/or the said Building/Real Estate Project to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities including to segregate dry and wet garbage and also to treat the wet garbage separately within the said Building/Real Estate Project;
- 15.11.18. not to put any name boards/nameplates, neon/illuminated signboards or letter box in the common areas or on the walls of the said Building/Real Estate Project, save and except at the place/s as may be approved or provided by the Promoter/Society, provided however that nothing contained herein shall prevent the Allottee/s from putting a nameplate on the main door of the said Premises;
- 15.11.19. not to do or permit to be done any renovation/repair within the said Premises which will be in violation of the Fit-Out Guidelines and the Promoter's/Society's NOC, as referred in clause 9.12 hereinabove. All terms and conditions set out in the Fit-Out Guidelines (including the terms and conditions laid down by the concerned authorities while

granting development approvals) shall form an integral part of representations and covenants by the Allottees under this Agreement as if the same are set out herein verbatim and in the event of the Allottee/s carrying out any renovation/repair within the said Premises in violation as aforesaid, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation/repair and the Promoter's obligation to rectify any defect/s or compensate for the same as more particularly described in clause 9.11 of this Agreement or otherwise shall immediately cease and the Allottee/s/the Society shall have no claim(s) of whatsoever nature against the Promoter in this regard;

- 15.11.20. not to at any time cause or permit any public or private nuisance or to use the loudspeaker etc. in or upon the said Premises or the Real Estate Project or any part thereof or do anything which shall cause annoyance, inconvenience, suffering, hardship or disturbance to the allottee/s/occupants therein or to the Promoter;
- 15.11.21. not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors, if any to be constructed thereon) in accordance with applicable law and this Agreement, whether prior to or subsequent to the Allottee/s taking possession of the said Premises;
- 15.11.22. from the expiration of the Possession Period, to bear and pay, regularly and punctually, all taxes, maintenance/outgoings and all other amount/s payable (as per the terms of this Agreement) in respect of the said Premises/Real Estate Project;
- 15.11.23. to use the said Premises only for the purpose of his residence;
- 15.11.24. to use the parking space/s for parking of cars belonging to the Allottee/s and/or members of his family and/or his guests/visitors/authorized persons and not to allow any unauthorized person/s or stranger/s to park their cars in the parking space/s earmarked/permitted for the use of the Allottee/s; and not park at any other place other than as permitted/allotted by the Promoter;
- 15.11.25. to use the common areas and facilities of the said Building/Real Estate Project, without causing any hindrance or obstruction to the other allottee/s/occupants of premises in the said Building/Real Estate Project;
- 15.11.26. to use materials not exceeding the density of 10 KN/m³ and to use lightweight block/ AAC Siporex blocks with a thickness of 150 mm for the purpose of construction of any partition walls within the said Premises;

- 15.11.27. to maintain green homes interior power lighting density equal or less than 0.46 watts per square foot;
- 15.11.28. to remove/cause his labourers/contractors to remove (at his own costs and expenses), the debris/ wastage materials arising out of any fit-out/renovation works, interior works, furniture making or any other allied work in the said Premises on a daily basis. Such debris/wastage materials shall not be accumulated or placed in the common passages, corridors, basement or in any area within the Real Estate Project;
- 15.11.29. to cause the Society to paint the said Building/Real Estate Project at least once in every 5 (five) years and to bear his share of expenses (as the Society may determine) to repair, waterproof and refurbish the said Building/Real Estate Project and to do all other acts and things for the upkeep and maintenance thereof and to extend all co-operation, assistance and facilities for the same;
- 15.11.30. to ensure the quiet and peaceful enjoyment by all the allottee/s and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the said Building/ Real Estate Project;
- 15.11.31. abide by all the bye-laws, rules and regulations of the Government, BMC, the concerned gas supplying authority, the electricity supplying authority and any other concerned authorities/local bodies /CRZ Authority (including entering into MOUs/ writings as may be required by such authorities), as applicable/may apply to the said Building/Real Estate Project and any variations/modifications thereto, as may be decided by the Promoter, from time to time and approved by the concerned authorities, and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws;
- 15.11.32. shall be solely responsible for compliance with applicable laws, notifications, guidelines, etc. for purchase/acquisition of immoveable property in India (as applicable to the said Premises), including those pertaining to payment for the same;
- 15.11.33. If the Allottee/s is a resident outside India (or a person, etc. to whom similar provisions are applicable), then it shall be his sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. The Allottee/s shall also furnish the required declaration/documents to the Promoter on the prescribed format, if necessary. All payments by/refund to the Allottee/s (being non-resident Indians and foreign citizens of Indian origin), shall be made in Indian Rupees;

- 15.11.34. that the issuance of the Occupation Certificate with respect to the Real Estate Project by BMC shall mean and be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by BMC and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project.
- 15.12. The representations, warranties and covenants stated in this clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations, warranties and covenants. In the event of the Allottee/s committing any act in contravention of the provisions contained in sub-clause 15.11 above, the Allottee/s shall be responsible and liable for the consequences thereof to the Promoter/Society/other allottee/s in the Real Estate Project/ concerned local and/or other public authority (as the case may be).
- 15.13. The Allottee/s shall also be responsible for and shall indemnify and keep indemnified, the Promoter, of from and against all damages, actions, claims, demands, costs, charges, expenses, penalty, prosecutions, proceedings relating to the said Premises or the said Building/Real Estate Project (or any part thereof) or to any person including injury or death of any such person, due to (a) any negligence or any act deed thing or omission made, done or occasioned by the Allottee/s or the servants, agents, licensees, invitees or visitors of the Allottee/s and/or (b) any breach or non-observance by the Allottee/s of the Allottee/s representations, warranties, restrictions and covenants including those related to use and/or occupation of the said Premises which are to be observed and performed by the Allottee/s.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby, subject to what is stated in this Agreement, represent/s and warrant/s to the Allottee/s as follows:

- 16.1. The title in respect of the Larger Land/said Land is clear and marketable as declared in the Legal Title Report annexed to this Agreement and the Promoter has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;
- 16.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 16.3. There are no encumbrances upon the Real Estate Project except those disclosed on the webpage of the Real Estate Project on the website of the Authority;
- 16.4. There are no litigations pending before any Court of law with respect to the Real Estate Project, except those disclosed on the webpage of the Real Estate Project

on the website of the Authority and in Annexure “B” annexed hereto;

- 16.5. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further approvals, licenses and permits, if any, to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Real Estate Project;
- 16.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 16.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Real Estate Project, including the said Premises which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- 16.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 16.9. The Promoter shall at the time of execution of the Society Conveyance, handover lawful, vacant, peaceful, physical possession of the common areas of the Building/Real Estate Project to the Society;
- 16.10. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable by the Promoter with respect to the Real Estate Project to the competent authorities, till the possession of the said Premises is offered to the Allottee/s;
- 16.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by the Promoter in respect of the said Land/ and/or the Real Estate Project except those disclosed in the title report.

17. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

The Allottee/s represent/s and warrant/s to the Promoter that:

- 17.1. He is competent to enter into contract and perform his obligations hereunder, including making payments of all amounts hereunder and is not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein;
- 17.2. No insolvency, bankruptcy, winding up proceedings are initiated, threatened and/or pending against the Allottee/s;

- 17.3. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s on all or any of his assets and/or properties;
- 17.4. None of his assets/properties is/are attached nor any notice of attachment has/have been served under any rule, law, regulation, statute, etc.;
- 17.5. No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- 17.6. The Allottee is not in breach of any applicable money laundering laws, anti-corruption laws, is not an offender under any applicable law and is not a sanctioned person;
- 17.7. He has not compounded payment with his creditors;
- 17.8. He will not cause nuisance and/or cause hindrances in the completion of the development of the Real Estate Project.

The representations and warranties stated in this clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

18. NO GRANT, DEMISE OR ASSIGNMENT IN LAW:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the Real Estate Project or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the transfer of title of the Real Estate Project to the Society.

19. LOAN AND MORTGAGE:

19.1 PROMOTER'S LOAN AND MORTGAGE:

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

19.1.2 The Allottee/s grant/s his irrevocable consent to the Promoter for mortgaging, from time to time, the said Land including the said Building to be constructed thereon (except the said Premises) to enable the Promoter to augment the funds for the development of the Real Estate Project. The Promoter shall clear such mortgage debt before the transfer of title of the Real Estate Project.

19.1.3 The Mortgage Details (if any) are more particularly mentioned in the

Fourth Schedule hereunder written. The Promoter shall (as maybe applicable) obtain/has obtained the NOC from the Mortgagee Bank/Financial Institution (*defined hereunder*) for sale of the said Premises, as per details more particularly mentioned in the **Fourth Schedule** hereunder written.

19.2 **ALLOTTEE/S LOAN AND MORTGAGE:**

- 19.2.1 If the Allottee/s seeks a loan from financial institutions or banks or any other lender ("**Lender**") for payment of the Sale Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the said Premises subject to the consent and approval of the Promoter, then till the time the entire Sale Consideration and the other amounts due and payable by the Allottee/s to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter. The Promoter shall, at the request of the Allottee/s, permit and issue no objection letter to the Allottee/s to enable him, at his sole risk, costs and expenses to obtain loans from the Lender by mortgaging the said Premises.
- 19.2.2 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne, incurred and paid by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee/s hereby agree/s that the Promoter shall have a first lien/charge until all the amounts including the Sale Consideration, Infrastructure Development Charges, Other Charges & Deposits and all other amounts payable in respect of the said Premises have been paid.
- 19.2.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and all other amounts payable by the Allottee/s under this Agreement.
- 19.2.4 The Allottee/s hereby indemnifies and shall keep indemnified and held harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Promoter may suffer due to any action that may be initiated by the Lender on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan.

20. **NOMINEE:**

- 20.1 The Allottee/s hereby nominate/s the person mentioned in the **Fourth Schedule** hereunder written ("**said Nominee**") as his nominee in respect of the said Premises. In the unfortunate situation of the death of the Allottee/s, the Nominee

shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee, or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any of the heirs and/or legal representatives of the Allottee/s.

- 20.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

21 **INDEMNITY:**

The Allottee/s shall 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 fees in relation thereto and including the costs of enforcing this indemnity) 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 Allottee/s in the performance of any and/or all of his obligations under this Agreement and/or terms and conditions of various approvals and permissions obtained by Promoter in respect of the Real Estate Project; and (c) due to representations, covenants and warranties of the Allottee/s being false or untrue.

22 **NOTICES:**

- 22.1 All notices/intimations to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter either by RPAD/Courier/Email ID at their respective addresses as specified in the **Fourth Schedule** hereunder written.
- 22.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address either by RPAD/Courier/Email ID, failing which all communications and letters posted at the address mentioned in the Fourth Schedule hereunder written shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

23 **ENTIRE AGREEMENT:**

This Agreement along with its Schedules and Annexures constitutes the entire agreement between the Parties hereto and supersedes any previous agreements concerning the said Premises and said Parking Space/s and/or other representations, warranties, conditions, or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent/agency, employee, broker, or representative of the Promoter. This Agreement shall form the only binding agreement between the Parties hereto and subject only to the terms and conditions contained herein.

24 **WAIVER:**

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time given for payment of installment/taxes/any amounts under this Agreement to the Allottee/s by the Promoter shall not be construed as waiver on the part of the Promoter of any subsequent breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor the same shall in any manner prejudice or affect the rights of the Promoter available under this Agreement and law.

25 **SEVERABILITY:**

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

26 **FURTHER ASSURANCES:**

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

27 **PLACE OF EXECUTION:**

27.1 The execution of this Agreement shall be complete only upon its execution by the Promoter (through its authorized signatory) and the Allottee/s, at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai, and registration of the same at the office of the concerned Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India.

27.2 The Allottee/s and/or the Promoter shall present this Agreement at the proper/concerned registration office within the time limit prescribed by the Registration Act, 1908 and the Promoter (through its authorized signatory) will attend such office and admit execution thereof.

28 **JOINT ALLOTTEE/S:**

If there are more than one Allottee/s named in this Agreement, all obligations hereunder of such Allottee/s's shall be joint and several and all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him

which shall for all intents and purposes be considered as properly served on all the Allottee/s.

29 **DISPUTE RESOLUTION:**

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

30 **GOVERNING LAW:**

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

31 **RIGHT TO AMEND:**

Any amendment to this Agreement shall only be valid if made by a written agreement between the Parties.

32 **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/S:**

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

33 **STAMP DUTY AND REGISTRATION:**

The Allottee/s shall bear and pay the stamp duty, registration charges, surcharge/cess (if any) and/or all other charges, levies, penalties (including out of pocket expenses) on all documents to be executed for the sale and/or transfer of the said Premises including on this Agreement and, on the transaction contemplated herein.

34 **PERMANENT ACCOUNT NUMBERS:**

The Permanent Account Number of the Parties is more particularly mentioned in the **Fourth Schedule** hereunder written.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

FIRSTLY:

(Description of the Larger Land)

ALL THAT piece and parcel of land bearing Survey No.16, Hissa No.5 corresponding to CTS No.971 admeasuring **3278.20** square meters or thereabouts (as per property register card) of Village Juhu, Taluka Andheri in the Registration District and Sub District of Mumbai Suburban, situate, lying and being at Juhu Tara Road, Juhu and bounded as under:

On or towards the North	:	By Plots bearing CTS No.972;
On or towards the South	:	By Plots bearing CTS No.977;
On or towards the East	:	Partly by Plot bearing CTS No.976 and partly by CTS No.978;
On or towards the West	:	By Juhu Tara Road.

SECONDLY:

(Description of the said Land)

All that piece and parcel of land bearing CTS No.971A admeasuring 2965.40 square *meters* (*being the sub-divided part of Larger Land*, for which separate property card is under process) and admeasuring 2871.26 square meters as per physical measurement forming part of Larger Land more particularly described Firstly hereinabove written.

This portion intentionally left blank

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Being description of the common areas, facilities and amenities including recreational amenities and facilities in the Real Estate Project that may be usable/enjoyed by the allottee/s of the Real Estate Project on a non-exclusive basis)

	REAL ESTATE PROJECT-AREAS AND AMENITIES
1.	Driveways
2.	Security Cabin
3.	Entrance lobby & typical lobby
4.	Elevators
5.	Corridors/Passages
6.	Staircase
7.	Refuge area
8.	Society Office
9.	Fitness Centre/Yogalaya
10.	Swimming pool
11.	Landscape amenities on ground floor & on part terrace floors
12.	Underground and overhead water tanks (fire tank and booster pump as per the fire norms / NBC 2016), pump rooms and STP.
13.	Organic waste converter.
14.	Hydrant system and such other fire safety facilities in the common areas of the said Building as per the fire norms & CFO.
15.	Fire alarm system and public address system for common areas.
16.	CCTV surveillance in select common areas as determined by the Promoter.
17.	DG backup for common areas and amenities.
18.	VRF air conditioning system to be provided in entrance lobby
19.	DX air conditioning system to be provided in typical lift lobbies
20.	70% of the parking lights to be controlled through motion sensors

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the fixtures, fittings, amenities and provisioning made for the bare shell premises)

SR. NOS.	DETAILS OF INTERNAL FIXTURES, FITTINGS, AMENITIES AND PROVISIONING IN THE SAID PREMISES (BARE SHELL CONDITION)
	All rooms in the residential unit would be in bare-shell condition i.e. bare finishes without any flooring, painting, sanitary fittings/finishes and/or electrical fittings/points; and only the following fixtures/fittings and provisioning is proposed to be made in the residential units.
1.	Doors and Window
(a)	Main door as per CFO requirements
(b)	Video door phone-Multi Apartment Type (containment provision to be done, device to be handed over)
(c)	Aluminium frame sliding windows with PVDF coating and DGU glass.
(d)	Openable aluminium doors inside the toilet ducts
2.	Kitchen
(a)	Space provision for geyser
(b)	Space provision for exhaust fan
(c)	Provision for pipe gas by providing sleeve in the wall
3.	Toilets
(a)	Space provision for exhaust fan in all toilets
(b)	Space provision for geyser for shower purpose only
4.	Balcony
(a)	Ceramic tile flooring
(b)	Glass railing in balcony
5.	General
(a)	Sprinklers in all rooms (as per fire norms and CFO)
(b)	Smoke Detectors (as per fire norms and CFO)
(c)	Waterproofing of the wet areas in the apartment

This portion intentionally left blank

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(Meaning of Terms and Expressions)**

Sr. Nos.	Terms and Expressions	Meaning						
1.	said Premises	Residential Unit/premises No. [●] on the [●] floor of the said Building. Carpet Area of the residential unit/premises is [●] square meters equivalent to [●] square feet. Exclusive Areas {balconies/terraces (as applicable)} of the residential unit/premises is [●] square meters equivalent to [●] square feet.						
2.	Real Estate Project	MAESTRO.						
3.	RERA Certificate	Real Estate Project bearing Registration No. P51800051079 dated 17th July 2023 .						
4.	Real Estate Project-Proposed Floor Composition	<table><tr><td>Basements</td><td>3 (Three)</td></tr><tr><td>Ground Floor/Level</td><td>Yes</td></tr><tr><td>Upper Floors</td><td>(i) 1st to 11th upper floors (full) which includes part of Duplex Flats/Premises (i.e. lower floor/level) on the 11th floor/level. (ii) 12th upper floor/level – (a) Part (i.e. upper floor/level) of Duplex Flats/Premises including their respective Private Terraces AND (b) Part Common Terrace (for the benefit of all the allottee/s in the</td></tr></table>	Basements	3 (Three)	Ground Floor/Level	Yes	Upper Floors	(i) 1 st to 11 th upper floors (full) which includes part of Duplex Flats/Premises (i.e. lower floor/level) on the 11 th floor/level. (ii) 12 th upper floor/level – (a) Part (i.e. upper floor/level) of Duplex Flats/Premises including their respective Private Terraces AND (b) Part Common Terrace (for the benefit of all the allottee/s in the
Basements	3 (Three)							
Ground Floor/Level	Yes							
Upper Floors	(i) 1 st to 11 th upper floors (full) which includes part of Duplex Flats/Premises (i.e. lower floor/level) on the 11 th floor/level. (ii) 12 th upper floor/level – (a) Part (i.e. upper floor/level) of Duplex Flats/Premises including their respective Private Terraces AND (b) Part Common Terrace (for the benefit of all the allottee/s in the							

			Real Estate Project) (iii) Terrace above Duplex Flats/Premises (for the benefit of all the allottee/s in the Real Estate Project) The refuge area shall be proposed on specified floor/s of the said Building and shall either be part or full depending on the upper floors as may be finally sanctioned and accordingly, the balance area, if any, on such specified floors, will comprise of flats/premises, as may be permissible and sanctioned by the BMC.						
5.	Real Estate Project-Sanctioned Floor Composition	The Real Estate Project is presently sanctioned to comprise of three Basements, Ground Floor/Level plus 1 st to 11 th Upper Floors (Full) plus 12 th Upper Floor (part) and part Common Terrace above 11 th Floor plus Terrace above 12 th Floor.							
6.	Real Estate Project-FSI Details:								
	FSI available/sanctioned as on date in respect of the Real Estate Project.	10,781.05 square meters.							
	Balance FSI which is proposed to be sanctioned and/or utilised in respect of the Real Estate Project	118.95 square meters.							
	Aggregate FSI proposed to be utilized in respect of the Real Estate Project	10,900 square meters.							
7.	TDR Details	The Promoter/its predecessor in title have acquired TDR (FSI) from diverse DRC holders vide various deeds mentioned as under: <table><tr><td>Agreement Details</td><td>TDR Acquired + Permissible on the said Land</td></tr><tr><td>Agreement for Transfer/Utilisation of FSI (TDR) dated 21st October, 2022</td><td>775 Sq.mtrs. (Permissible on the said Land 217.13 sq.mtrs.)</td></tr><tr><td>Agreement for Transfer/Utilisation of</td><td>1305.58 sq.mtrs. (Permissible on the</td></tr></table>		Agreement Details	TDR Acquired + Permissible on the said Land	Agreement for Transfer/Utilisation of FSI (TDR) dated 21 st October, 2022	775 Sq.mtrs. (Permissible on the said Land 217.13 sq.mtrs.)	Agreement for Transfer/Utilisation of	1305.58 sq.mtrs. (Permissible on the
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Agreement for Transfer/Utilisation of	1305.58 sq.mtrs. (Permissible on the								

		FSI (TDR) dated 21 st October, 2022	said Land 365.79 sq.mtrs.)
		Agreement for Transfer/Utilisation of FSI (TDR) dated 21 st October, 2022	4858.40 sq.mtrs. (Permissible on the said Land 1361.19 sq.mtrs.)
		Agreement for Transfer/Utilisation of FSI (TDR) dated 31 st May, 2024	422.275 sq.mtrs. (Permissible on the said Land 262.61 sq.mtrs.)
		Agreement for Transfer/Utilisation of FSI (TDR) dated 31 st May, 2024	89 sq.mtrs. (Permissible on the said Land 48.05 sq.mtrs.)
		Agreement for Transfer/Utilisation of FSI (TDR) dated 12 th December, 2023	375.31 sq.mtrs. (Permissible on the said Land 118.34 sq.mtrs.)
		Agreement for Transfer/Utilisation of FSI (TDR) dated 18 th January, 2024	300 sq.mtrs.
		Agreement for Transfer/Utilisation of FSI (TDR) dated 2 nd April, 2024	295 sq.mtrs.
8.	IOD/Amended Approval	Intimation of Disapproval bearing No. P-10284/2022/(971)/K/W Ward/Juhu-K/W/IOD/1/New dated 9 th November, 2022. Amended Approval bearing No.P-10284/2022/(971)/K/W Ward/Juhu-K/W/337/1/Amend dated 2 nd June, 2023. Amended Approval bearing No.P-10284/2022/(971)/K/W Ward/Juhu-K/W/337/2/Amend dated 20 th September, 2024.	
9.	CC	(a) Commencement Certificate bearing No.P-10284/2022/(971)/K/W Ward/Juhu-K/W/CC/1/New dated 29 th March, 2023. (b) Re-endorsed Commencement Certificate bearing No. P-10284/2022/(971)/K/W Ward/Juhu-K/W/CC/1/Amend dated 13 th July 2023. (c) Re-endorsed Commencement Certificate bearing No. P-10284/2022/(971)/K/W Ward/Juhu-K/W/CC/2/Amend dated 23 rd October 2024	

10.	Mortgage Details	With respect to mortgages created vide (i) Deed of Mortgage dated 18th May, 2023, registered with the Sub-Registrar of Assurances at Andheri-6 under Serial No.BDR-17/6504 of 2023 and (ii) Deed of Mortgage also dated 18th May, 2023, registered with the Sub-Registrar of Assurances at Andheri-6 under Serial No.BDR-17/6505 of 2023 (“Erstwhile Mortgages”), Promoter has repaid the entire loan/credit facilities to The Hongkong and Shanghai Banking Corporation Limited (“HSBC/Mortgagee Bank/Financial Institution”), which was availed under the aforesaid Deeds of Mortgage, however the Deeds of Re-Conveyance are yet to be executed in respect thereof. Thereafter, vide Master Loan Agreement executed between HSBC and Promoter on 6th August, 2024, Promoter agreed to avail financial assistance/loan from HSBC (“Existing Loan”) and secure repayment of the Existing Loan by creating charge over the said Land and the Real Estate Project thereon, on the terms and conditions as more particularly stated therein. The mortgage deed with respect to the Existing Loan is in process and yet to be executed. The Mortgagee Bank/Financial Institution has given its NOC for sale dated [●] in respect of the said Premises agreed to be acquired by the Allottee/s under this Agreement. An authenticated copy of the said NOC is annexed as Annexure “I” hereto.
11.	Sale Consideration	Rs. [●]/- (Rupees [●] Only).
12.	Infrastructural Development Charges	Rs.1000/- (Rupees One Thousand Only) per square foot of the area of the said Premises (i.e. Carpet Area + Exclusive Areas).
13.	said Parking Space/s	Permission to park in [●] car parking spaces being covered/mechanical car parking spaces bearing Nos. [●] and [●] located in [●] Basement Level of the said Building each admeasuring [●] sq. ft. aggregating to [●] sq. ft.

14.	Promoter’s Bank Account	Title of Bank Account: K Raheja Corp Real Estate Pvt. Ltd. – MAESTRO – Collection Account <table><tr><td>Bank name:</td><td>The Hong Kong and Shanghai Banking Corporation Limited</td></tr><tr><td>Branch name:</td><td>Fort Branch</td></tr><tr><td>Account number:</td><td>006-400055-002</td></tr><tr><td>IFSC code:</td><td>HSBC0400002</td></tr></table>	Bank name:	The Hong Kong and Shanghai Banking Corporation Limited	Branch name:	Fort Branch	Account number:	006-400055-002	IFSC code:	HSBC0400002
Bank name:	The Hong Kong and Shanghai Banking Corporation Limited									
Branch name:	Fort Branch									
Account number:	006-400055-002									
IFSC code:	HSBC0400002									
15.	Date of Offer of Possession	30 th November, 2026.								
16.	Holding Charges	Rs.200/- (Rupees Two Hundred only) per square foot of the area of the said Premises (i.e. Carpet Area + Exclusive Areas) per month (or part thereof).								
17.	Fit-Out Deposit	Rs.10,00,000/- (Rupees Ten Lakhs Only).								
18.	Contact Details for Notice	<u>For the Allottee/s:</u> Name: [●] Address: [●] Email ID: [●] <u>For the Promoter:</u> Name: [●] Address: [●] Email ID: customerrelationship@kraheja.com								
19.	Nominee Details	Name: [●] Relationship with Allottee/s: [●] Postal Address of Nominee: [●] Email ID: [●]								
20.	PAN	Promoter: [●] Allottee 1: [●] Allottee 2: [●]								

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THE FIFTH SCHEDULE ABOVE REFERRED TO:**(Being the description of the “Payment/Installment Schedule”)**

Sr. No.	Construction Stages/Milestones	% of Sale Consideration Due	Amount (in Rs.)
1.	On Booking/ Allotment Letter(“Earnest Money”). (Paid by the Allottee/s prior to the execution of this Agreement)	10.00%	[●]
2.	Upon Registration of this Agreement	10.00%	[●]
3.	On completion of Third Basement of the said Building	5.00%	[●]
4.	On completion of Second Basement of the said Building	5.00%	[●]
5.	On completion of Plinth of the said Building	10.00%	[●]
6.	On completion of 2 nd Slab of the said Building	5.00%	[●]
7.	On completion of 4 th Slab of the said Building	5.00%	[●]
8.	On completion of 6 th Slab of the said Building	5.00%	[●]
9.	On completion of 8 th Slab of the said Building	5.00%	[●]
10.	On completion of 10 th Slab of the said Building	5.00%	[●]
11.	On completion of Top Slab of the said Building	5.00%	[●]
12.	On completion of external plumbing, external plaster and elevation	7.50%	[●]
13.	On completion of staircases, lift wells and floor lobbies	7.50%	[●]
14.	On completion of installation of lifts, water pumps, electrical fittings, electromechanical and environment requirements, plinth protection and all other requirements as mentioned in this Agreement.	7.50%	[●]
15.	On Intimation of Possession	7.50%	[●]
	Total	100.00%	

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THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Being the description of the “Other Charges and Deposits” to be paid by the Allottee/s in accordance with this Agreement

<u>Sr.No.</u>	<u>Particulars</u>	<u>Amount (in Rs.)</u>
1.	Share Application Money and Entrance Fees	600/-
2.	Maintenance/Outgoings-Real Estate Project	Rs.720/- per square foot (@ Rs.30/- per square foot per month for period of 24 months) of the area of the said Premises (i.e. Carpet Area + Exclusive Areas)
3.	Corpus Fund-Real Estate Project	Rs.1500/- per square foot of the area of the said Premises (i.e. Carpet Area + Exclusive Areas)

SIGNED AND DELIVERED by the)
 within-named “**Promoter**”)
K RAHEJA CORP REAL ESTATE)
PRIVATE LIMITED)
 through its director/authorised signatory)
 Mr. _____)
 Authorised vide Board Resolution/)
 General Power of Attorney dated)
 _____)
 in the presence of)

SIGNED AND DELIVERED by the)
 within-named **ALLOTTEE/S**)
 (1) **[•]**)
)
 (2) **[•]**)
 in the presence of)