

## Letter of Intent (LOI)

Date: [●]

To:  
CRN - [●]  
[Name and Address of Allottee]

Dear [●],

Re: Earmarking of proposed Apartment No. [●] planned to admeasure about [●] square meters Carpet Area (as per RERA), with an attached enclosed/utility/open balcony thereto to admeasure approximately [●] square meters, on the [●] habitable floor in the proposed Project [●] ("**said Apartment**"), along with the right to use [●] vehicle parking space/s as an amenity attached to the said Apartment ("**said Parking Space/s**"), in the complex to be known as "**Kalpataru Radiance**", being developed upon the Plot No. R8 bearing CTS No. 260/5A situate at Village Pahadi, next to Prabodhan Krida Bhavan, Siddharth Nagar, Goregaon (West), Mumbai – 400104

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1. You have approached and requested us to earmark, in your favour, the said Apartment, with the right to use the Parking Space/s as an amenity attached to the said Apartment.
  2. We have considered your request and have agreed to earmark in your favour the said Apartment at or for a total consideration of Rs. [●]/- (Rupees [●] Only) ("**Purchase Price**") alongwith the right to use the Parking Space/s as an amenity thereto. The Purchase Price is payable as per the Schedule of Payment set forth hereto and marked as **Annexure 'A'**. You are liable to pay to us all instalments of the Purchase Price within 15 (fifteen) days from the respective dates of demand made on you by us together with all taxes (time being of the essence).
  3. For provisional earmarking of the said Apartment, you have deposited (interest free) with us, a sum of Rs. [●]/- (Rupees [●] only) ("**Booking Amount**") being a booking amount plus taxes thereon, the details whereof is as shown in **Annexure 'B'**.
  4. (a) The detailed terms and conditions for the sale and allotment of the said Apartment are recorded in the Agreement for Sale ("**Agreement for Sale**") which draft has been prepared by us and shown to you. The Agreement for Sale will be executed and registered as and when called upon by us. The Booking Amount will be adjusted by us, towards the Purchase Price, on your executing and registering the Agreement for Sale.  
  
(b) The Agreement for Sale records and contains *inter-alia* (i) the details of the Common Areas & Amenities and the Limited Common Areas & Amenities, (ii) the details of the amenities proposed to be provided in the said Apartment, and (iii) the other charges and deposits payable by you.  
  
(c) All stamp duty, registration charges and other incidental charges payable in respect of the execution and registration of the Agreement for Sale shall be borne and paid solely by you.
  5. (a) If you fail to execute and register Agreement for Sale within period of 30 (thirty) days as and when called upon by us then you shall be in breach of this LOI and we shall be entitled to terminate this LOI and earmarking of the said Apartment without any notice to you.  
  
(b) On termination of this LOI, we shall refund to you the Booking Amount after

deducting (i) pre-estimated liquidated damages (which you and we consider to be reasonable, and not as a penalty) equivalent to 20% (twenty percent) of the Booking Amount, and (ii) accrued taxes.

(c) Notwithstanding anything to the contrary herein, the aforesaid refund by us shall be made only after expiry of 30 (Thirty) days from the date on which such refund becomes due to you. The refund shall be made by issuance of cheque in your name (in the name of the first named person) or by directly crediting your bank account.

6. You have been aware of the fact that the Whole Project, “**Kalpataru Radiance**” is being developed in five (5) phases and each phase will be registered as a “*real estate project*” under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable rules, amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time (**RERA**). This Project [●], in which the said Apartment is a part thereof, has been registered with the Real Estate Regulatory Authority at [●] bearing no [●], as per RERA.
7. (a) This writing is merely an acknowledgement of an earmarking of the said Apartment and the Parking Space/s (as an amenity thereto) on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an Agreement for Sale of the said Apartment, or Parking Space/s by us, to you.  
  
(b) This writing does not create, vest, or transfer, to you any right or interest whatsoever in the said Apartment and/or the Parking Space/s and/or Project.  
  
(c) This LOI shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.  
  
(d) This LOI and earmarking of the said Apartment are non-transferable and non-assignable by you under any circumstances thereof.
8. All notices and other communications to be given under this LOI shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be construed as a good service on you even if the same is received by us with remark “Premises closed”, and you shall not raise any issue/dispute thereupon.

To: [●] Address: [●] E-mail: [●]

9. By countersigning this LOI you bind yourself to all the terms and provisions hereof, and also agree, acknowledge, accept and confirm that you have accepted all facts, disclosures, terms and conditions set out herein, and undertake not to raise any objection in respect thereof under any circumstances whatsoever. Failure of adherence to the terms of this LOI shall be a breach committed by you hereunder.

Yours faithfully,

For **KIYANA VENTURES LLP**

I/We hereby agree and confirm

**Authorized Signatory**

[●]

**Annexure “A”  
(Payment Schedule)**

**Annexure “B”  
(Booking Amount)**

## **AGREEMENT FOR SALE**

**AGREEMENT FOR SALE** made at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_,

### **BETWEEN**

**KIYANA VENTURES LLP**, a limited liability partnership incorporated under the provisions of Limited Liability Partnership Act, 2008, having its registered office at 101, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai 400 055, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said limited liability partnership, its successors and assigns) of the **One Part**,

### **AND**

**Mr. / Ms. / Mrs.** \_\_\_\_\_ of \_\_\_\_\_, Indian Inhabitant/s having his / her / their address at \_\_\_\_\_, [or] \_\_\_\_\_, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, represented herein by its duly authorised partner \_\_\_\_\_, [or] **Messrs.** \_\_\_\_\_, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, represented herein by its duly authorised partner \_\_\_\_\_, [or] \_\_\_\_\_ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at \_\_\_\_\_, [or] \_\_\_\_\_ HUF, a Hindu Undivided Family, having its address at \_\_\_\_\_, represented herein by its karta and manager \_\_\_\_\_, [or] \_\_\_\_\_ trustees of the private trust constituted under the Deed of Trust/Settlement dated \_\_\_\_\_, having their/its address at \_\_\_\_\_, [or] \_\_\_\_\_ **Trust**, a public trust registered under the \_\_\_\_\_ Act, 19\_\_\_\_\_, having its registered office at \_\_\_\_\_, represented herein by its duly authorised trustees, hereinafter 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 the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) hindu undivided family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

All capitalized terms in this Agreement shall have the meanings as respectively assigned to them in Article (1.1). Any word or phrase defined in the body, or schedules, or annexures, of this Agreement, as opposed to being defined in Article (1.1), shall have the meaning assigned to such word or phrase in this Agreement.

**WHEREAS:**

- A. MHADA is the owner of the Larger Land and more particularly described in **First Schedule** hereunder written and delineated in red coloured boundary line on the plan annexed hereto and marked as **Annexure 'C-1'**.
- B. By and under development agreements, joint development agreement, modifications and under the other deeds and writings etc., as set out in **Part A** of the Statement annexed hereto and marked **Annexure 'A'**, GACPL acquired development rights in respect of the Larger Land.
- C. Out of the development rights granted in favour of GACPL, GACPL granted unto the Promoter, irrevocable and exclusive development rights of the Whole Project Land, for such consideration and in the manner and on the terms and conditions as stated in a Development Agreement. Further, the Power of Attorney was executed by GACPL in favour of the Promoter containing, inter alia, powers and authorities, to facilitate the development of the Whole Project Land. A photocopy of Property Register Card in respect of the Whole Project Land is annexed hereto and marked **Annexure 'B-1'**.
- D. The Whole Project Land has the Existing Structures thereon, in the occupation of third parties. The Existing Structures have been demarcated on the layout of the Whole Project Land and the balance portion of the Whole Project Land is being currently developed, as referred hereinafter.
- E. The Promoter intends to develop the Whole Project Land (excluding the Existing Structures) in five (5) phases over a period of time, by constructing a complex to be known as "**KALPATARU RADIANCE**" ("**Whole Project**"), that is, the development and construction thereon, of four (4) proposed multi-storied residential buildings, to be respectively known as Wing 'A', Wing 'B', Wing 'C' and Wing 'D', each having thirty-One (31) habitable floors, together with two (2) basements, ground, two (2) podiums, one (1) podium/ E-deck/ stilt level, and proposed three (3) structures within the podium comprising of one hundred four (104) commercial shops facing public road/s, and together with various infrastructure, amenities and facilities including multi-level/stacked/mechanical vehicle parking spaces thereon and Common Areas & Amenities and Limited Common Areas & Amenities.
- F. The Promoter has registered the Project A as a "real estate project" as defined in RERA with the Real Estate Regulatory Authority at \_\_\_\_\_ bearing Registration No.\_\_\_\_. The authenticated copy of the RERA certificate for the Project A is annexed hereto and marked as **Annexure 'B-2'**. Each of the Balance Projects has

been or will be registered as “real estate project” as defined in RERA, from time to time.

- G. All projects/phases in the Whole Project, shall have a proportionate undivided interest in the Common Areas & Amenities, which will be ultimately held by the Federation as provided herein, and through the Federation, as determined by the Promoter, in its discretion.
- H. The Promoter intends to sell and allot any of the Premises in the Project A, on an “*ownership basis*” under the provisions of Applicable Law, from time to time, and/or the grant of leases, tenancies, licences, and/or any other alienation or disposal of such Premises, as the Promoter deems fit, in its discretion.
- I. The Promoter has: (i) appointed the Project Architect and the Project Engineer in respect of the design and execution of the Project A and has accepted their professional supervision till Project A Completion, (ii) obtained the Certificate of Title, and (iii) obtained certain Approvals.
- J. The Allottee/s has/have approached, and applied to, the Promoter, for allotment to the Allottee/s, of the Apartment, with the benefit of the use of the Parking Space/s as amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, inspection of the documents and records relating to the Larger Land, the Whole Project Land, and the Whole Project including Project A, as well as all Plans, Approvals and other documents as specified under RERA, as required to be disclosed. The Allottee/s has/have satisfied himself/ herself/ themselves/ itself in respect thereof, including the title of the MHADA to the Larger Land, GACPL’s right to develop the Larger Land and the Promoter’s right to develop the Whole Project Land, and the status thereof.
- K. Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- L. Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

**NOW IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES AS FOLLOWS: -**

## **ARTICLE 1 - DEFINITIONS & INTERPRETATION**

### **1.1 Definitions**

- 1.1.1 “Aggregate Payments” means all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus,

etc., including the Purchase Price, Interest, Liquidated Damages, Other Charges & Deposits, and Taxes payable, agreed to be paid, and/or required to be paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein.

- 1.1.2 “Agreement” means this Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Allottee/s, which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- 1.1.3 “Allottee/s Event of Default” includes the occurrence of all or any of the following events:
  - 1.1.3.1 the Allottee/s delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the Aggregate Payments, or any part/s thereof on or before respective due dates; and/or
  - 1.1.3.2 the Allottee/s committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or
  - 1.1.3.3 the Allottee/s has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
  - 1.1.3.4 the Allottee/s receiving any notice from Governmental Authority, and/or any foreign state or government, and/or any authorities of any foreign state or government, under any laws, rules, or regulations, and/or the Allottee/s involvement in any money laundering and/or illegal activity/ies, and/or the Allottee/s being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations.
- 1.1.4 “Apartment” means the proposed residential dwelling unit in the Project A described in **Annexure ‘E’** hereto, which is shown on the typical floor plan thereof annexed hereto and marked **Annexure ‘I-1’** and which is more particularly described in the **Third Schedule** hereto.
- 1.1.5 “Apartment Amenities” means the amenities, fixtures and fittings proposed to be provided in the Apartment, as listed in the Statement annexed hereto at **Annexure ‘J’** hereto.

- 1.1.6 “Applicable Law” includes all laws, rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, Government Resolutions (GRs) and directions, the Approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any Governmental Authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Whole Project, and/or Whole Project Land, or any part/s thereof; all being of the Republic of India.
- 1.1.7 “Approvals” includes all approvals, permissions, sanctions, licences, and no objection certificates/letters, by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Promoter may consider necessary and expedient, and/or as required by any Governmental Authority, inter alia, in relation to the development of the Whole Project, including Project A, and/or, inter alia, in relation to the Whole Project Land, or any part thereof, and includes specifically: (1) the Plans sanctioned in respect of the Whole Project, including Project A, and (2) the Commencement Certificate issued by the MCGM in respect of the Whole Project, including Project A, copies whereof are annexed hereto and marked **Annexures ‘D’**, together with all further Commencement Certificates and other approvals, permissions, sanctions, licences, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, or for the betterment of the Whole Project including Project A, in its discretion, and/or as required by the MCGM and/or MHADA, and/or any Governmental Authorities.
- 1.1.8 “Balance Projects” means the proposed developments of the remaining buildings/wings/projects (that is, excluding Project A), from time to time, as separate projects/phases, including the limited common areas & amenities related thereto, on various parts of the Whole Project Land, as determined by the Promoter.
- 1.1.9 “Booking Amount” means the earnest money/deposit stated in **Annexure ‘H’** hereto and payable to the Promoter.
- 1.1.10 “Carpet Area (RERA)” means the proposed carpet area of the Apartment stated in the Statement annexed hereto at **Annexure ‘E’**, as presently determined on the basis of the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and is as per RERA.
- 1.1.11 “Certificate of Title” means the certificate of title of \_\_\_\_ dated \_\_\_\_, certifying the Promoter’s rights and entitlements in respect of the Whole Project Land, a copy whereof is annexed hereto and marked **Annexure ‘F’**.

- 1.1.12 “Common Areas & Amenities” means the areas, amenities, utilities and facilities to be developed upon the Whole Project Land, in phases, as a part of the Whole Project, which may be available in addition to Development Potential, with or without payment of premiums, all within the Whole Project Land which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of Premises, and more particularly described in **Part A** of the Statement annexed hereto and marked **Annexure ‘G’**. Common Areas & Amenities include basements, ground, podiums, stilts and other necessary amenities, but exclude Limited Common Areas & Amenities and vehicle parking spaces, other than open parking spaces.
- 1.1.13 “Confidential Information” includes all information imparted by the Promoter to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Larger Land, Whole Project Land, and/or the Project A and/or the Whole Project, and/or current or projected plans or affairs of the Promoter, or Promoter Affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the, Larger Land, Whole Project Land, and/or the Whole Project including Project A or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.
- 1.1.14 “Construction Defects” means defects in the materials used in the construction of the Project A which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would.
- 1.1.15 “Corpus Fund/s” shall mean the fund constituted or to be constituted for the maintenance of the Club House, Common Areas & Amenities, any other facilities/areas, to be held and/or maintained by the Federation, and shall be the amounts stated in Article (3.4.), payable to the Promoter.
- 1.1.16 “Day” means the working day, in the State of Maharashtra as notified by State Government of Maharashtra from time to time.
- 1.1.17 “Date of Offer of Possession” means the date of the written communication to be addressed by the Promoter to the Allottee/s, under which the Promoter

shall offer possession of the Apartment in terms of Article (6) hereinbelow; which is currently estimated by the Promoter, to be the date stated in **Annexure ‘E’** hereto, subject to Force Majeure.

- 1.1.18 “Development Agreement” means the Agreement dated 20<sup>th</sup> October, 2011 made and executed by and between GACPL of the One Part and the Promoter herein of the Other Part, registered in the office of the Sub-Registrar of Assurances, at Borivali-7 vide Serial No. BDR-16-9951 of 2011 dated 20<sup>th</sup> October, 2011, under which GACPL has granted unto the Promoter, exclusive development rights in respect of the Whole Project Land, for the consideration and on the terms and conditions contained therein.
- 1.1.19 “Development Potential” means the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Whole Project Land. The areas that will be available, with or without payment of any premium, to be utilised in (a) open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities, and Common Area & Amenities and (c) vehicle parking spaces, are and will be in addition to the Development Potential.
- 1.1.20 “DR” means development rights.
- 1.1.21 “Entity & Organisation” means a co-operative society under the Maharashtra Co-operative Societies Act 1960, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA. Presently it is contemplated by the Promoter that the Entity & Organisation to be formed and registered for Project A shall be a co-operative society.
- 1.1.22 “Existing Structures” means existing temples and other structures respectively at the North-Eastern and South-Western corners of the Whole Project Land, which may be retained/renovated/ refurbished by Promoter at its discretion, which Existing Structures are shown/reflected upon the layout plan of the said Whole Project Land annexed hereto at **Annexure ‘C-2’**.
- 1.1.23 “FSI” or “FAR” means floor space index or floor area ratio.
- 1.1.24 “Federation” means any corporate or other body, entity, or organisation, to be constituted, formed and registered by the Promoter, under Applicable Law, as referred to in Article (11) of this Agreement. It is presently

contemplated by the Promoter that the Federation that will be ultimately formed in respect of the Whole Project shall be a “*Federal Society*” as contemplated under the Maharashtra Co-operative Societies Act, 1960.

- 1.1.25 “Force Majeure Event” includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, riots, commotions disorders, strikes, lockouts, and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Larger Land, or any part thereof, and/or the development of the Whole Project Land, and/or Whole Project including Project A, (3) claim, dispute, litigation, notice, order, prohibitory order, judgement, decree, rule, regulation, notification or directive, and/or policies of, Governmental Authorities and/or terms and conditions or any Approvals, which affects the Larger Land, and/or the Whole Project Land, and/or the development thereof, and/or Whole Project including Project A, (4) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of any of the projects/phases of the Whole Project, and/or the Common Areas & Amenities to be issued by any Governmental Authority, and (5) any other circumstances that may be deemed reasonable by the Government Authority.
- 1.1.26 “GACPL” means Guruashish Construction Private Limited.
- 1.1.27 “Governmental Authority” means the Government of India, the State Government of Maharashtra, and any local or other government, and any ministry, department, agency, officer, commission, court, judicial or quasi judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the MHADA, MCGM, the Collector of Mumbai, the City Survey Office, the Real Estate Regulatory Authority constituted by the State Government of Maharashtra under RERA, and any other concerned bodies or authorities.
- 1.1.28 “Holding Charges” means the separate/independent pre-estimated and fixed charges in addition to (and not in substitution of) Interest, calculated at the rate of Rs. 100/- per square meter Carpet Area (RERA) of the Apartment, per month.
- 1.1.29 “Indemnified Parties” shall mean the Promoter, Promoter Affiliates and the PMC, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.
- 1.1.30 “Informative Materials” means all advertisements, publicity, or promotions, of whatsoever nature in respect of the Whole Project Land, Larger Land, and/or the Whole Project including Project A, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures,

leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports and includes the show/ sample apartment/units with fixtures, fittings and amenities etc. provided therein.

- 1.1.31 “Intellectual Property” means the word mark “*Kalpataru*” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Whole Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.
- 1.1.32 “Interest” shall mean interest payable by Allottee/s to the Promoter or by the Promoter to the Allottee/s, as the case may be, at the rate of two percent (2%) above the State Bank of India highest Marginal Cost of Lending Rate Provided in case the State Bank of India Marginal Cost of Lending Rate is not in use then interest shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- 1.1.33 “Larger Land” means the land admeasuring approximately 1,92,273.48 square meters, more particularly described in the **First Schedule** hereunder, which is affected by the Reservations, encumbrances, encroachments etc.
- 1.1.34 “Limited Common Areas & Amenities” means and includes staircases, lifts, lobbies, and common passages on each floor/level, services ducts, garbage chutes, refuge areas, servant toilet, fire check floor, fire chutes, fire evacuation device, entrance lobbies, meter room, letter box room/area and room/area for various services, garbage collection area and other necessary amenities, if any, which may be available in addition to Development Potential with or without payment of any premiums within the structure of Project A. Limited Common Areas & Amenities shall always exclude Common Areas & Amenities, vehicle parking spaces, independent areas and utility areas in the Whole Project. The Limited Common Areas & Amenities

in respect of the Project A are more particularly described in **Part B** of the Statement annexed hereto at **Annexure ‘G’**.

- 1.1.35 “Liquidated Damages” means the pre-estimated liquidated damages payable by the Allottee/s, which shall be equivalent to ten per-cent (10%) of the Purchase Price, which the Parties consider to be reasonable and not as a penalty.
- 1.1.36 “MHADA” means Maharashtra Housing and Area Development Authority.
- 1.1.37 “MCGM” means Municipal Corporation of Greater Mumbai.
- 1.1.38 “MOFA” means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 1.1.39 “Other Charges & Deposits” shall mean the charges and deposits referred to and stated in Article (3.4), as determined by the Promoter, in its discretion, be calculated, or based, on the Carpet Area (RERA) including open/enclosed/utility balconies of the Apartment, or as a fixed or lumpsum charge, or otherwise on any other basis.
- 1.1.40 “Parties” means the Promoter and the Allottee/s and the term “Party” shall be construed accordingly.
- 1.1.41 “Parking Space/s” means the vehicle parking spaces referred to in the Statement annexed hereto at **Annexure ‘E’**, and in the **Third Schedule** hereunder written. The location and the designated number of the Parking Space/s will be determined by the Promoter and notified (in writing) to the Allottee/s on or before the Date Of Offer Of Possession.
- 1.1.42 “Plans” means the plans, drawings and layout as currently approved and sanctioned by the MHADA, MCGM and concerned Governmental Authorities in respect of the Whole Project Land, and includes plans, drawings and layouts as may, from time to time, be submitted by the Promoter in its discretion, in respect of the Whole Project including Project A and/or parts thereof, and/or as may be sanctioned and approved from time to time in respect of the Whole Project including Project A; together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, in its discretion, and/or as required by any Governmental Authority.
- 1.1.43 “Power of Attorney” means a Power of Attorney dated 20<sup>th</sup> October, 2011, executed by GACPL in favour of the Promoter, registered in the Office of the Sub-Registrar of Assurances under Serial No. 9952 of 2011.

- 1.1.44 “Premises” means an area, or space, designated by the Promoter, in its discretion, for residential, and/or commercial, and/or retail, and/or any other uses.
- 1.1.45 “Project A” means the development and construction of the building ‘ORA’ (Wing A as per Approvals and Radiance A as per RERA registration), currently proposed upto thirty-one (31) habitable floors, including the Limited Common Areas & Amenities related thereto.
- 1.1.46 “Project A Completion” means and includes: (1) completion of the entire construction of the Project A, and (2) receipt of occupation certificate in respect of the Project A.
- 1.1.47 “Project A Land” means plinth area along with balcony area of the building structure of Project A.
- 1.1.48 “Project Architect” means any architect/s, registered with the council of architects, or licensed surveyors registered with the local planning authority like MCGM, that have been appointed, from time to time, by the Promoter, in relation to the Project A.
- 1.1.49 “Project Engineer” means any structural and/or civil engineers, that have been engaged, from time to time, by the Promoter, in relation to the Project A.
- 1.1.50 “Promoter Affiliates” means any company/ies, entity/ies, concern/s or person/s who/which is/are nominee/s of, and/or group, holding, or affiliate, or subsidiary company/ies, entity/ies, or concern/s, of the Promoter, and/or associated, or affiliated, with the Promoter by contract, or otherwise.
- 1.1.51 “Promoter’s Bank Account/s” means the bank account/s as may be designated and operated from time to time by the Promoter for payment and deposit by the Allottee/s of the Aggregate Payments, or any part/s thereof.
- 1.1.52 “Proposed Lease” means a lease of the Whole Project Land, to be granted to the Federation, by MHADA, as referred to in this Agreement, which lease will be for a term, and upon such covenants and conditions, including payment of such rent and other charges and taxes, as determined and stipulated by MHADA.
- 1.1.53 “Purchase Price” means the purchase price and consideration payable by the Allottee/s, as stated in **Annexure ‘E’** hereto.
- 1.1.54 “PMC” shall mean any entity/ies, or organisation/s, or agency/ies, or person/s, engaged and appointed, from time to time, by the Promoter, and/or Promoter Affiliates, in its/their discretion, for the management, and/or maintenance, and/or repairs, of the Whole Project Land , and/or Project A,

and/or Balance Projects, and/or the Common Areas & Amenities, or any of them.

- 1.1.55 “Reservations” means the portion of the Larger Land, is reserved for a post office and is affected by a nalla and/or affected by any reservations from time to time, and/or as may be shifted or altered from time to time in accordance with the Applicable Law for time being in force.
- 1.1.56 “RERA” means the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, including the applicable Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and such amendments, enactments, modification including orders, regulations, circulars and notifications issued by the Government Authority from time to time.
- 1.1.57 “Taxes” means all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by Governmental Authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Apartment, and/or the Parking Space/s, and/or this Agreement, and/or upon the Purchase Price and/or any or all of the other Aggregate Payments referred herein, and/or upon the Entity & Organisation to be formed and/or the Federation to be formed in respect of the Whole Project, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, impositions, levies, or charges, in the nature of indirect tax, or in relation thereto, that is/are imposed or levied by any Governmental Authority.
- 1.1.58 “TDR” means transferable development rights.
- 1.1.59 “TDS” means tax deducted at source, under the Income Tax Act, 1961.
- 1.1.60 “TDS Certificate” means a certificate evidencing payment of TDS, presently in Form 16B under the Income Tax Act, 1961.
- 1.1.61 “Whole Project” shall have the meaning assigned to it in recital (F).
- 1.1.62 “Whole Project Completion” mean the date on which full occupation certificate and all other Approvals in respect of last building/wing of the last project/phase of the Whole Project is received by the Promoter.
- 1.1.63 “Whole Project Land” means the part/portion of the Larger Land admeasuring approximately 17,458.50 square meters, more particularly

described in the **Second Schedule** hereunder written and shown demarcated on the plan annexed hereto at **Annexure ‘C-2’**.

- 1.1.64 “Whole Project R.G.” means the recreational ground to be provided upon the Whole Project Land, for the use, inter alia, of the allottees, purchasers and occupants of Premises in the Whole Project.
- 1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety.
- 1.3 In this Agreement:
- 1.3.1 unless the subject or context otherwise requires, reference to the word “*include*”, “*includes*” or “*including*” shall be construed as without limitation;
  - 1.3.2 reference to the terms “*herein*”, “*hereto*”, “*hereof*”, or “*thereof*”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
  - 1.3.3 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
  - 1.3.4 reference to an “*amendment*” includes a supplement, modification, novation, replacement, or re-enactment, and the term “*amended*” is to be construed accordingly unless the subject or context otherwise requires;
  - 1.3.5 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
  - 1.3.6 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last Day;
  - 1.3.7 wherever the Allottee/s has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;

- 1.3.8 wherever reference is made to “*allottees*” in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such “*allottees*”;
- 1.3.9 wherever reference is made to the “*discretion of the Promoter*”, or “*Promoter’s discretion*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- 1.3.10 wherever reference is made to the “*entitlement*” of the Promoter, and/or the Promoter being “*entitled*”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.3.11 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 1.3.12 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
- 1.3.13 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 1.3.14 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

## **ARTICLE 2 – AGREEMENT FOR ALLOTMENT & SALE**

- 2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Aggregate Payments, the Promoter hereby agree/s to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, on what is commonly known as “ownership basis” in terms of Applicable Law, the Apartment, and in terms of Article (6) of this Agreement, the use, as an amenity attached to the Apartment, of the Parking Space/s, solely and exclusively for the parking of the Allottee/s two-wheeler/ light motor vehicle/s, and for no other purposes whatsoever. The plan depicting various areas of the Apartment is annexed hereto and marked **Annexure ‘I-2’**.

**2.2 Apartment Amenities**

The Promoter shall install and/or provide the Apartment Amenities listed in the Statement annexed hereto and marked **Annexure ‘J’**, in, and/or in respect of, and/or in relation to, the Apartment.

**2.3 The Allottee/s has/have been informed and is aware that:**

- (i) all natural materials that are to be installed in the Project A, and/or the Apartment, and/or that form a part of the Apartment Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;
- (ii) the warranties of equipment, appliances and electronic items installed in the Apartment 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 installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s; and
- (iii) the equipment, appliances and electronic items installed and forming a part of the Apartment Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. 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.

**2.4 Common Areas & Amenities and Limited Common Areas & Amenities**

The nature, extent and description of the Common Areas & Amenities and Limited Common Areas & Amenities are set forth in Part A and Part B respectively of the Statement annexed hereto at **Annexure ‘G’**, which will be completed and/or available on or before Whole Project Completion.

**2.5 The Allottee/s has/have been informed and is aware that:**

- (i) the warranties of equipment, machinery and various other facilities installed by the Promoter in Whole Project 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 installer/manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the allottees and/or Entities & Organisations and/or Federation, as the case may be.
- (ii) the equipment, machinery and various other facilities which form a part of Common Areas & Amenities and Limited Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery and various

other facilities 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.

### **ARTICLE 3 - PURCHASE PRICE**

- 3.1 (a) The Allottee/s agree/s and undertake/s to pay to the Promoter, the Purchase Price in installments, strictly in accordance with the schedule of payment set out in the Statement annexed hereto and marked **Annexure 'H'**, and in terms of and subject to the terms and provisions of this article, or within fifteen (15) Days from the date of a written demand being made by the Promoter, as directed by it. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes thereon; subject to deduction of applicable TDS. As per the Income Tax Act, 1961 TDS is presently 1% (one per cent) of all amounts to be paid to the "*transferor*", that is, in the present case, to the Promoter (in installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961.
- (b) The Allottee/s agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Allottee/s. Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Allottee/s Event of Default, the Allottee/s shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS along with Interest, on or before the Date of Offer of Possession. On the Allottee/s producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting Interest therefrom in respect of for the period of delay in payment of TDS by the Allottee/s to the Government.
- 3.2 The Purchase Price shall be free of escalation, other than escalation/increases on account of escalation/increase in development charges payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Allottee/s for increase in the Purchase Price, the Promoter shall enclose the notification/order/rule/regulation published/issued providing for, or other evidence of, such escalation/increase in the Purchase Price.
- 3.3 The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.

3.4 Other Charges & Deposits:

3.4.1 The Allottee/s shall, in addition to the Purchase Price, be liable to bear, pay and discharge, no later than fifteen (15) Days from the Date of Offer of Possession, the Other Charges & Deposits, as under:

| Sr.No |     | Particulars                                                                   |
|-------|-----|-------------------------------------------------------------------------------|
| 1     | (a) | Share Money                                                                   |
|       | (b) | Outgoings for 1 year as interest free security deposit excluding Property Tax |
|       | (c) | Corpus Fund/s for Club House & Federation                                     |
| 2     | (a) | Entity & Organisation and Federation Formation charges                        |
|       | (b) | Legal & Documentation charges                                                 |
|       | (c) | Outgoings for One year in advance excluding property tax                      |
|       | (d) | Infrastructure development charges                                            |
|       | (e) | Electric meter Supply & Connection charges                                    |
|       | (f) | Gas meter Supply & Connection charges                                         |
|       | (g) | Parking Space/s maintenance advance for 2 years                               |

The amounts of the Other Charges & Deposits have been separately agreed, recorded in writing and signed by the Parties and shall form part of this Agreement and the same are non-refundable, other than Corpus Fund/s.

3.4.2 On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Apartment or not), the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Apartment, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of Common Areas & Amenities and Limited Common Areas & Amenities, and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the Whole Project, including Project A and other charges and levies of like nature, payable in respect of the Whole Project, including the Project A and the Apartment, to all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons. For the purpose of payment of maintenance charges, in common with other allottees/purchaser of the Project A, the same shall be in proportion to the Carpet Area (RERA) and open/enclosed/utility balconies of the Apartment to the total carpet areas and open/enclosed/utility balconies of all the apartments/units in the Project A.

- 3.4.3 The Promoter shall raise periodic bills upon the Allottee/s in respect of his/her/their/its share of the Other Charges & Deposits in advance for each month, after a period of twelve (12) months from the date of receipt of the occupation certificate/s in respect of the Apartment and/or Project A or any part thereof, and the Allottee/s shall duly pay and discharge the same regularly within seven (7) Days of the date of the bill/invoice in respect thereof.
- 3.4.4 The Promoter shall be entitled to deploy/invest the Corpus Fund/s (less aggregate payments payable to the Promoter and/or the PMC), in fixed deposits and/or any other investment schemes for an appropriate period as may be determined by the Promoter in its discretion, and shall have the benefit of accretion and the credit of tax deducted at source (TDS) in respect thereof, if and as applicable.
- 3.4.5 The Promoter shall maintain a separate account in its books in respect of the contribution/payments received under Sr. No. 1 of the Table of Article (3.4.1) above. The said amounts shall be retained by the Promoter until the formation of the Federation and hand over of the Whole Project in terms of this Agreement. The Promoter shall be liable to render account of such amounts only to the Federation and not individually to any persons, including the Allottee/s, at any time.
- 3.4.6 If at any time prior to the handover of the Whole Project, the actual charges and expenses required to be made for the outgoings, maintenance and upkeep the Club House, Common Areas & Amenities and other facilities/areas to be maintained by the Federation, the same will be adjusted in the following manner: (a) against the accretions of the Corpus Fund/s and for deficit/additional amount, if any, Promoter shall raise bills periodically to all the allottees/purchasers of the Premises in the Whole Project and if the allottees/purchasers of the Premises in the Whole Project fails to pay, the same shall be adjust from the Corpus Fund/s; and (b) if the Corpus Fund/s is exhausted, then Promoter shall raise bills periodically to the allottees/purchasers of the Premises in the Whole Project. And for this purpose, and the Allottee/s shall, no later than seven (7) Days from the date of bill/invoice raised by the Promoter, pay the dues to Promoter.
- 3.4.7 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Allottee/s for any other purpose/s and/or on any other account.
- 3.4.8 The Promoter shall, in the interest of the Allottee/s, and the Whole Project, take decisions regarding management and allocation of funds/monies, and the type, mode, quality of services to be provided, in respect of the Whole Project, and the management and administration thereof;

- 3.4.9 The Allottee/s agree/s that until the formation and registration of the Federation and execution of the Proposed Lease and Deed/s of Transfer in its favour as provided in Article (11), the Promoter, and/or any persons engaged by it, including the PMC shall maintain, manage and secure any or all of the phases of the Whole Project. During such time, the Allottee/s shall pay, and the Promoter and/or the PMC shall collect, all contributions towards maintenance charges, outgoings and other charges.

#### **ARTICLE 4 - DEVELOPMENT: PROMOTER'S RIGHTS & ENTITLEMENTS**

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

##### **4.1 Project A**

- 4.1.1 The Promoter may make minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended by authorized architect and/or Project Engineer and will be intimated to the Allottee/s.
- 4.1.2 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law, alter the terms and conditions of any agreements for allotment and sales, in respect of Premises in the Project A.
- 4.1.3 The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the Premises in the Project A.
- 4.1.4 The Promoter estimates the date of Project A Completion to be on or before \_\_\_\_\_, subject to Force Majeure.
- 4.1.5 The Promoter may however, if feasible, endeavour (without being obliged) to offer possession of the said Apartment to the Allottee/s on or before \_\_\_\_\_ ("Early Date").

##### **4.2 Whole Project**

- 4.2.1 The Whole Project is, and shall be, undertaken and implemented, by the Promoter as it deems fit, in its discretion, on or before Whole Project Completion subject to Force Majeure Events. No persons or parties, including Allottee/s and Entity & Organisation or Federation, shall interfere, obstruct or in any manner deal with any matters relating to the Whole Project.
- 4.2.2 With respect to the Development Potential contemplated to be utilised by the Promoter in the Whole Project:

- 4.2.2.1 the Promoter contemplates that an overall Development Potential to be approximately \_\_\_\_ square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the Whole Project Land.
- 4.2.2.2 the part/portion of the Development Potential, presently contemplated by the Promoter, to be utilised in the Project A is to be approximately \_\_\_\_\_ square meters. And if any part/portion of the Development Potential that is not being utilised in Project A, as mentioned herein for any reason whatsoever, then the Promoter shall utilize such balance/unutilized Development Potential in Balance Projects.
- 4.2.3 The Allottee/s confirm/s and acknowledge/s that: (a) all Balance Projects, and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any Allottee/s in respect thereof, and (b) the Existing Structures, are also not the subject matter of this Agreement, whether or not the Promoter exercises its right and option, at any time hereafter to repair, renovate and/or refurbish the same.
- 4.2.4 If the Whole Project R.G. is more than as required under Applicable Law, then Promoters reserves right to amend the Plans and to provide the recreation ground to the extent it is required in compliance with Applicable Law.
- 4.2.5 Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottees of Premises in the Whole Project.
- 4.2.6 The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all vehicle parking spaces in respect of the Whole Project.
- 4.3 **General**
- 4.3.1 The Promoter is and shall always be the sole, absolute, irrevocable and complete owner, holder and in the charge and control of the Whole Project Land and the Development Potential, and every part thereof, and has, and shall always have, the entire, exclusive overriding, and irrevocable interest and power, entitlement and authority to develop, from time to time, in a phased manner, over such period of time upto the Whole Project Completion, and in such sequence or order (the same being dynamic in nature) all projects and phases as contemplated herein upon the Whole Project Land, including by submitting any part/s or portions thereof, under any Applicable Law and by dealing with, distributing, apportioning, utilising and transferring, the Development Potential, in such manner, to such extent, and at such intervals, as the Promoter deems fit, in its discretion, upon any part/s or portion/s of the Whole Project Land.
- 4.3.2 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the Apartment Amenities and/or Common Areas & Amenities and/or Limited Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or

substituted, and/or materials or items of a similar nature materials or items may be provided herein.

4.3.3 Without prejudice to the generality of the foregoing provision, the Promoter may in its discretion, inter alia, be entitled to:

4.3.3.1 make any variations, alterations, amendments, or deletions, in respect of the layout and planning of the Whole Project or any of the projects/phases thereof;

4.3.3.2 club, amalgamate, or sub-divide any parts or portion of the Whole Project Land, into one layout, and/or separate, or combined layout/s, and/or in respect of any Balance Projects, and to do, execute and perform all acts, deeds, matters and things in relation thereto;

4.3.3.3 designate, allocate, reserve and/or relocate, realign, modify, and amend from time to time, any Common Areas & Amenities, Limited Common Areas & Amenities, and/or any limited common areas and amenities in respect of the Balance Projects, Whole Project R.G., vehicle parking spaces, in respect of Whole Project including Project A and/or any part thereof, including in pursuance of Applicable Law, and/or by virtue of any approvals, and/or as may be required by the Governmental Authorities;

4.3.3.4 direct, designate, hold and control all infrastructure facilities, including public space advertising and all promotional signage, hoarding, and all other nature of signage whatsoever, and designate and allocate any Premises, areas, and spaces, upon or in the Whole Project Land to any persons, including third party service providers, and/or Promoter Affiliates, for the purpose of facilitating the provision and proper maintenance of utility services including without limitation, electricity, water and telecommunication related services;

4.3.3.5 allot and/or grant on lease or otherwise howsoever any areas or spaces in the Whole Project Land, and/or Project A, to utility service providers including electrical, telecommunication, gas etc. service provider/supplier or any Governmental Authorities;

4.3.3.6 hand over and/or transfer any part/s or portion/s of the Whole Project Land, to any persons, parties, government, or statutory authorities, or bodies, with or without any development or construction thereon, in accordance with Applicable Law, and/or any Approvals, and/or develop any and all areas previously affected by the Reservations and/or as the case may be, and/or develop such further or additional reservations as may be imposed or applied, in the Promoter's discretion;

4.3.3.7 continue to retain all rights, powers, authorities, control and ownership over all undeveloped part/s and/or portion/s of the Whole Project Land, and/or such part of the Whole Project under development (including

Balance Projects and unutilized Development Potential), with the irrevocable, full, complete and unfettered right, power, authority and discretion to own, hold, deal with, develop, and encumber the same, including to complete developments and ongoing developments thereof, or otherwise howsoever. The Deed/s of Transfer that shall be executed in favour of the Federation, as referred to in Article (11), shall exclude all such part/s and/or portion/s of the Whole Project Land, and/or reserve the aforesaid rights, powers and authorities of the Promoter over the same, as the Promoter deems fit in its discretion.

#### **4.4 Allottee/s's Confirmations**

The Allottee/s hereby confirm/s personally and as a prospective member/s of the applicable Entity & Organisation, as follows, which are and shall always be the essence of this Agreement, that is:

- 4.4.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this article, and the Promoter's intent and desire in respect of the Whole Project Land and the developments thereof;
- 4.4.2 the Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this article, and no consent or permission in that regard shall be required to be obtained or given by them;
- 4.4.3 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

#### **ARTICLE 5 - TAXES**

- 5.1 All Taxes, shall be borne, paid and discharged by the Allottee/s alone, as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall never have any liability or obligation in respect thereof.
- 5.2 The Allottee/s shall pay all other Taxes as and when they are levied, charged, become due and payable, upon all the Aggregate Payments, including the Purchase Price installments. If any Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession, the Allottee/s shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Allottee/s by the Promoter.
- 5.3 The Allottee/s shall fully indemnify and keep indemnified and saved harmless the Indemnified Parties in respect of the matters stated above the non-payment or delayed payment, of the Taxes referred to above.

#### **ARTICLE 6 – POSSESSION: DEFECT RECTIFICATION**

- 6.1 Subject to the provisions of this article, the Promoter shall endeavour to offer possession of the Apartment, to the Allottee/s, on, or by, the Date of Offer of Possession.
- 6.2 The Promoter shall, at the Promoter's discretion, address a communication (in writing) to the Allottee/s offering an inspection of the Apartment, on a specific date and time fixed by the Promoter. The Allottee/s shall thereupon be bound and liable to undertake such inspection along with the Project Architect and/or Project Engineer (or their authorized representatives), and to satisfy himself/herself/themselves/itself that the Apartment has been constructed as per the Approvals and the Apartment Amenities have been provided as per this Agreement. If, during the course of such inspection, the Allottee/s points out to the Project Architect and/or Project Engineer any defects or deficiencies in respect of the Apartment, the Project Architect shall, if such objection/s raised by the Allottee/s is/are valid, enter the same, upon an Inspection Sheet which shall be signed by the Allottee/s and the Project Architect and/or Project Engineer. Thereupon the Promoter shall endeavour to rectify and remedy such defects or deficiencies prior to the Date of Offer of Possession. Other than the defects or deficiencies entered upon the Inspection Sheet, the Promoter shall not be liable to make good remedy or rectify any other defects or deficiencies noticed or pointed out by the Allottee/s at the Date of Offer of Possession. Notwithstanding anything to the contrary stated hereinabove, if the Allottee/s fails to attend at the inspection he/she/they/it shall be deemed to have fully accepted the construction, state and condition of the Apartment and shall not be entitled to raise any objection, dispute or difference whatsoever in respect thereof.
- 6.3 The Allottee/s shall, no later than fifteen (15) Days from the Date of Offer of Possession, make payment of all the then balance/remaining Aggregate Payments and complete all formalities in respect thereof, including: (a) executing an indemnity bond in terms of a draft prepared by the Promoter, and (b) paying a security deposit (as determined by the Promoter) to the Promoter, which shall be adjusted towards the actual cost of electricity, water, utilities, debris removal and other direct expenses that may be incurred by the Promoter in relation to the Apartment. Without prejudice to the above, the Allottee/s shall be liable to comply with all his/her/their its obligations under this article and take possession of the Apartment no later than fifteen (15) Days from the Date of Offer of Possession, failing which the Allottee/s shall be solely responsible/liable for all loss or damage that may be suffered by the Promoter on account of such Allottee/s Event of Default.
- 6.4 The Allottee/s: (i) shall ensure that on or after taking possession of the Apartment, his/her/their/its interior works in the Apartment do not prejudice, affect or hinder in any manner the efforts and actions of the Promoter to obtain the balance/remaining Approvals in respect of the Whole Project including Project A, and (ii) undertake/s not to cause any damage to the Apartment and/or the Project A or any part of thereof, and in the event any damage is caused, the Allottee/s agree/s and undertake/s to reimburse the Promoter all costs related to the remediation and rectification thereof. The Allottee/s also accept/s acknowledge/s that as on the Date

of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and construction works ongoing at such time, including in respect of the Common Areas & Amenities and Balance Projects.

- 6.5 If the Date of Offer of Possession has occurred and the Allottee/s has/have not complied with any of his/her/their/its obligations under this Agreement, including this article, and/or the Allottee/s refuse/s to take possession of the Apartment, then the same shall be an Allottee/s Event of Default. Without prejudice to its right of termination in such a case, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, including payment of all Aggregate Payments, bear and pay to the Promoter the Holding Charges and other charges to upkeep the said Apartment after the expiry of two (2) months from the Date of Offer of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance with its obligations under this Agreement, including this article.
- 6.6 The Allottee/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Apartment on measurement thereof, to the extent of three per-cent (3%) of the Apartment as a result of construction/execution/finishing variances, etc. The Allottee/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Apartment increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the said Apartment, and (ii) if there is an increase, then the increased amount shall be payable by Allottee/s to the Promoter prior to taking possession of the said Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/ proportionate basis.
- 6.7 The Allottee/s confirms that if and when he/she/they/it is/are permitted to enter upon the Apartment, after the Date of Offer of Possession, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.8 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project A and apply for and obtain part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled

to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project A and/or Balance Projects.

- 6.9 The Promoter has notified the Allottee/s and the Allottee/s is/are aware that the Common Areas & Amenities are to be shared by all allottees and purchasers of Premises in the Whole Project, and that the same will be completed on or before the Whole Project Completion subject to Force Majeure Events, whereby the amenities and facilities comprised therein shall or may not be available for use or enjoyment till such time.
- 6.10 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure Event/s, there is any delay or anticipated delay in the Date of Offer of Possession, then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure Event continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession shall automatically stand revised to and substituted by the revised Date of Offer of Possession as communicated by the Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.
- 6.11 If there is a delay or extension of the Date of Offer of Possession, excluding on account of any Force Majeure Event/s, then the sole remedy of the Allottee/s, on being notified (in writing) by the Promoter of the same, shall be to either: (i) continue with this Agreement, and accept the revised/extended Date of Offer of Possession as estimated and decided by the Promoter in its discretion, or (ii) to terminate this Agreement by giving a written notice to the Promoter; provided that the aforesaid right of termination shall be exercised by the Allottee/s by addressing and delivering to the Promoter the aforesaid written notice no later than fifteen (15) Days from being notified in writing by the Promoter, as aforesaid, of such delay, failing which the Allottee/s shall have deemed to have irrevocably opted and elected to continue with this Agreement, and shall be deemed to have waived his/her/their/its aforesaid option to terminate this Agreement, and shall be deemed to have accepted, all future revisions/extensions of the Date of Offer of Possession, from time to time, without any liability or obligation whatsoever on the part of the Promoter.
- 6.12 If the Allottee/s has/have opted to terminate this Agreement, and has terminated the same in strict accordance with Article (6.11), then the Promoter shall refund to the Allottee/s the Purchase Price Installments, received and realised by the Promoter together with Interest from the date such payments were received and realized by the Promoter. In a situation of termination other than by virtue of Force Majeure, the Promoter shall additionally pay a one-time fixed pre-estimated liquidated damages of Rs. 100/- (Rupees One Hundred Only) per square meter of the Carpet Area (RERA) of the Apartment (which the Parties consider to be reasonable, and

not as a penalty), and no other penalties, damages or liabilities. Upon such termination, the Allottee/s shall be bound and liable to execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The aforesaid amounts shall be refunded/paid within thirty (30) Days from the execution and registration of the Deed of Cancellation by the Allottee/s.

- 6.13 Subject to the Allottee/s having complied with his/her/their/its obligations under this Agreement, including this article, if within a period of sixty (60) months from the Date of Offer of Possession, the Allottee/s brings to the notice of the Promoter, any Construction Defects in the Apartment, the same shall be rectified/repared by the Promoter at its own costs, or if the Promoter is of the view and opinion, in its discretion that it is not feasible or practicable to rectify/repair the same, then at its discretion the Promoter shall pay to the Allottee/s, reasonable compensation equivalent solely to the estimated cost of rectifying the Construction Defects in the Apartment, which shall be determined by the Project Architect and/or Project Engineer, in its/their sole and absolute discretion, and which determination shall be final and binding upon the Parties.
- 6.14 In spite of all the necessary steps and precautions taken while designing and constructing the Project A, structure may have minor deflections due to imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other persons and occupants of the Premises in the Project A. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

#### **ARTICLE 7 - RECREATIONAL FACILITIES IN THE WHOLE PROJECT**

- 7.1 The Common Areas & Amenities, as currently planned include Whole Project R.G., a proposed club house, and certain recreational facilities for the benefit of all allottees, purchasers and occupants of Premises in the Whole Project. Subject to the Allottee/s complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee/s will be entitled to apply for and take up membership of such club house, and after Whole Project Completion subject to Force Majeure Events, the Allottee/s may access, use, and enjoy the same, in respect of which the Allottee/s will be liable to comply with the terms and conditions, and make payment of the fees and charges as may be decided by the Promoter.
- 7.2 The Promoter has informed the Allottee/s of the following facts, matters and circumstances that shall pertain to the club house and recreational facilities, which the Allottee/s has/have fully accepted, agreed and confirmed that is:

- 7.2.1 the club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
- 7.2.2 the use, benefit and enjoyment of the club house and recreational facilities shall be, inter alia, for all allottees, purchasers and occupiers of Premises in the Whole Project (collectively, “**Users**”);
- 7.2.3 The management and operations of the club house and recreational facilities shall, until handed over by the Promoter jointly to all Entities & Organisations and/or Federation formed and constituted by the Promoter in respect of the Whole Project, shall be under the sole, exclusive and absolute control of the Promoter, and/or the PMC (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof;
- 7.2.4 The entitlement to use the club house and recreational facilities is and shall be personal to the Allottee/s, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the Apartment by the Allottee/s or their assigns, to any persons (“**Premises Transferees**”), the Premises Transferees shall solely be entitled to use and enjoy the club house and recreational facilities in the place and stead of the Allottee/s (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee/s or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the Apartment;
- 7.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the club house, and/or in the recreational facilities during the day or night, by the Promoter, and/or the PMC, and/or Users. The Allottee/s, for himself/herself/themselves/itself and as a prospective member of the applicable Entity & Organisation, to be formed in respect of the Project A shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere;
- 7.2.6 If, prior to the operations, administration, management, charge and control of the club house and recreational facilities is handed over to the Federation to be formed in respect of the Whole Project, the actual charges and expenses required to be made for maintenance thereof, may exceed the amount so received collectively from all the aforesaid purchasers, allottees and occupants, then the Promoter, and/or the PMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Entity & Organisation and/or Federation;

7.2.7 In addition to the charges and expenses referred to in Article (7.2.6), there would be charges including one-time, or per day, or per use, charges, in respect of any of the amenities, or facilities, or services available, and/or provided in and from the club house and recreational facilities, as determined by the Promoter from time to time, and the person/s who avail/s of such amenities, or facilities, or services shall be entitled to use the same upon payment thereof.

## **ARTICLE 8 - OTHER RIGHTS & POWERS OF THE PROMOTER**

- 8.1 The Promoter has availed of and/or may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Larger Land, including the Whole Project Land, and/or in respect of all projects, including the Whole Project and/or the Balance Projects, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that: (a) on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same, (b) on or prior to the execution of the Deed/s of Transfer in favour of the Entity & Organisation as provided in Article (11), the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Project A alone, such that the Project A is freed from such encumbrances, and (c) prior to the execution and registration of the Proposed Lease and Deed/s of Transfer in favour of the Federation as provided in Article (11), the Promoter shall obtain a letter releasing the mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the balance development of the projects and the Whole Project Land, such that the same are freed from such encumbrances. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.
- 8.2 The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Whole Project, may itself/himself/herself/themselves, or jointly with the Promoter, be admitted as and made members of any of the Entities & Organisations to be formed in respect of the Whole Project, without it, him, her or them or the Promoter being made subject or liable to any separate, special, new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.
- 8.3 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other

amounts, charges or liabilities whatsoever to the Entities & Organisations and/or the Federation to be formed in respect of the Whole Project including Project A, as the case may be, in respect of any unsold/unallotted Premises.

- 8.4 The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Whole Project and/or any part thereof till such time as the Proposed Lease and/or Deed/s of Transfer are executed and registered in favour of the Federation to be formed in respect of the Whole Project. Further, the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Whole Project Land and/or upon the Project A and/or Balance Projects and/or any Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 8.5 The Promoter shall have right, in its discretion to promote, manage and undertake all public events (including sales event etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas & Amenities and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Whole Project.

#### **ARTICLE 9 - COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

- 9.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.
- 9.2 The show/sample apartment/unit including all furniture, items, electronic goods, amenities etc., if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/unit. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/unit with furniture, items, electronic goods, amenities etc. therein.
- 9.3 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Apartment, and permit the Apartment to be used only as a residential purpose, and (b) use the Parking Space/s, and permit the same to be used, solely for parking the Allottee/s' own two wheeler/ light motor vehicle/s.
- 9.4 The Allottee/s is/are aware that Project A Land, admeasuring about \_\_\_\_ square meters, has been defined only for the purpose of registration of Project A as a “*real*

*estate project*” as per RERA and transfer and conveyance of the Whole Project shall be as per terms of Article (11).

- 9.5 If the same is possible and feasible, based, inter alia, on the stage of development and construction, and subject to safety conditions, the Allottee/s shall be entitled to visit and view the Project A, after taking a prior appointment with the Promoter. The Allottee/s shall adhere to any safety and security conditions as stipulated by the Promoter and shall visit and inspect at his/her/their/its sole discretion.
- 9.6 The Allottee/s, with the intention to bind all persons in whosoever's hands the Apartment may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- 9.6.1 to maintain the Apartment at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Apartment such that the same is in the same state and condition, as it was on the Date of Offer of Possession in terms of Article (6) hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Project A, and/or any of the Common Areas & Amenities which are, or may be, contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, of the Promoter, and/or the PMC, and/or any Governmental Authorities, and/or the Entity & Organisation in respect of the Project A (as and when formed and registered by the Promoter) and/or the Federation in respect of the Whole Project (as and when formed and registered by the Promoter), as the case may be;
- 9.6.2 to submit plans and specifications in respect of permissible alterations to the Apartment and after obtaining Promoter's prior written approval in respect thereof;
- 9.6.3 to rectify and make good any unauthorised and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any Governmental Authorities, in that regard;
- 9.6.4 to bear and pay all increases in the Taxes, as well as all water charges, insurance premia and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Apartment by the Allottee/s;
- 9.6.5 to observe, perform and comply with the terms, conditions and covenants of the Proposed Lease (as and when executed), the rules and bye-laws imposed by MHADA, and all other rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Entity & Organisation (as and when formed and registered by the Promoter in respect of the Project A) and/or the Federation (as and when formed and registered by the Promoter in respect of the Whole Project), as

the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;

- 9.6.6 not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Apartment (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Apartment in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
- 9.6.7 shall also observe and perform all the stipulations and conditions laid down by the Entity & Organisation, regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- 9.6.8 to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project A and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or Entity & Organisation;
- 9.6.9 on and after the Allottee/s is/are permitted to enter upon the Apartment, after the Date of Offer of Possession in terms of Article (6), to make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- 9.6.10 the availability of electricity and/or water to the said Apartment are dependent upon the concerned supplier/provider thereof and the Promoter shall endeavor to obtain the same;
- 9.6.11 in case of non-availability and/or shortage of water supply from MCGM or Government Authority, Promoter or Entity & Organisation, as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses;
- 9.6.12 upon and after the Allottee/s is/are permitted by the Promoter to enter upon the Apartment as provided herein and until the Whole Project Completion subject to Force Majeure Events, as contemplated herein, the Promoter, and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the PMC, the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, have and shall have at all reasonable times, the right to enter into and upon the Apartment, Parking Space/s, Project A and the Common Areas &

Amenities, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Whole Project;

- 9.6.13 not to store in the Apartment any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of Project A, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authorities, and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or may be likely to damage the lifts or the entrances, staircases, common passages or any other structure, or part, of Project A, and to be liable for all damage that may be caused thereto by the Allottee/s;
- 9.6.14 the wet and dry garbage generated in and from the said Apartment shall be separated by the Allottee/s and the wet garbage generated in and from the Project A shall be treated separately by the allottees/purchasers/occupants of the Premises of Project A;
- 9.6.15 not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Apartment, in the compound or any portion of the Project A and/or the Common Areas & Amenities;
- 9.6.16 not, without the prior written permission of the Promoter, and/or the PMC:
  - 9.6.16.1 to carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Apartment;
  - 9.6.16.2 to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project A and/or the Common Areas & Amenities;
  - 9.6.16.3 to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Apartment as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Apartment;
  - 9.6.16.4 to hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Apartment;
  - 9.6.16.5 to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project A, and/or any of the Common Areas & Amenities, , and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;

- 9.6.16.6 to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers or occupiers of any other Premises in the Whole Project;
- 9.6.16.7 to demand or claim any partition or division of the Allottee/s ultimate interest as provided herein, in the Project A and/or Project Land and/or Whole Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Entity & Organisation formed by the Promoter in respect of Project A, of which he/she/they/it shall be admitted a prospective member, in terms of Article (11).
- 9.7 Open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Whole Project are intended for and shall be exclusively used and occupied by the respective allottees/purchasers of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned allottees/purchasers of such Premises in the Whole Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.
- 9.8 The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within seven (7) Days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by, it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose.
- 9.9 Notwithstanding that the Allottee/s may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Apartment, and/or the Allottee/s has/have mortgaged, or will mortgage the Apartment with such bank or financial institution (which is to be subject to the issuance by the Promoter's no objection/consent letter to such bank or financial institution) to secure such loan it shall be sole and entire responsibility of the Allottee/s to ensure that the payment of the Aggregate Payments, including the Purchase Price and every part thereof is completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Allottee/s and/or any such mortgage; and the Allottee/s agrees to indemnify and keep indemnified and saved harmless the Indemnified Parties of, from and against all claims, costs, charges, expenses, damages and losses which they or any of them may suffer or incur by reason of any action that such banks / financial institution may initiate in relation to such loan or mortgage. Notwithstanding anything to the contrary herein, the Allottee/s hereby agree/s and

undertake/s that the Promoter shall always and have first lien and charge over the Apartment in respect of, and to secure, the Aggregate Payments due and payable by the Allottee/s, and accordingly, without prejudice, the Allottee/s irrevocable obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Apartment shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- 9.10 If the Allottee/s is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Allottee/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/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. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.
- 9.11 The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Whole Project including Project A that the Promoter will upload from time to time.
- 9.12 Project A and Whole Project shall always be called/known by the name stated in **Annexure 'E'** hereto, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Allottee/s and all allottees/purchasers of Premises in the Project A and Whole Project.
- 9.13 All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project A and Whole Project, shall be binding upon the Allottee/s and all allottees/purchasers/occupants of Premises in the Whole Project.

And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Entity & Organisation.

#### **ARTICLE 10 - REPRESENTATIONS OF THE PROMOTER**

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- 10.1 the Promoter holds rights and entitlements to develop the Whole Project Land;

- 10.2 the Promoter shall apply for all necessary Approvals from time to time in respect of the Project A and Whole Project;
- 10.3 the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Apartment; and
- 10.4 the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Apartment in the manner contemplated herein.

**ARTICLE 11 - ENTITIES & ORGANISATIONS; FEDERATION; TRANSFER**

11.1 The Promoter, in its discretion, and subject to Force Majeure Events, intends as follows:

11.1.1 on or before the Project A Completion, the Promoter shall initiate the process of applying for the formation of the Entity & Organisation, to comprise, inter alia, the Allottee/s and other allottees/purchasers of Premises in Project A.

11.1.2 the Promoter shall convey and transfer the structure of the habitable floors of Project A along with Limited Common Areas & Amenities within the habitable floors by and under the Deed/s of Transfer to such Entity & Organisation and handover the charge and control of the same within three (3) months of the happening of the following events:

- (a) the receipt of the full occupation certificate of the Project A; and
- (b) receipt of the entire purchase price, consideration and other charges & deposits by the Promoter from all allottees/purchasers of the Premises in the Project A.

11.1.3 upon completion of the construction of each the Balance Projects, the respective Entities & Organisations in respect of each of the Balance Projects will be formed and constituted, as may be determined by the Promoter. The structure of the habitable floors of the Balance Projects alongwith limited common areas & amenities related thereto will be conveyed to such Entities & Organisations respectively, subject to such terms as may be determined by the Promoter.

11.1.4 the Promoter shall convey and transfer the balance structures including Common Ares & Amenities and balance Limited Common Areas & Amenities (below the habitable floors of each of the building/structure) by and under the Deed/s of Transfer to such Federation within three (3) months of the happening of the following events:

- (a) the receipt of the full occupation certificate of the last building/structure of the Whole Project Land; and
- (b) receipt of the entire purchase price, consideration and other charges & deposits by the Promoter from all allottees/purchasers of the Premises in the Whole Project.

- 11.2 The nature, type and constitution, of the Federation, and its rights, powers, and authorities shall be determined by the Promoter. It is clarified that the Federation shall hold title as aforesaid subject to parking allocations/reservations in respect of Whole Project, and the rights of the respective allottees/purchasers of Premises in the Whole Project to use and enjoy vehicle parking spaces as amenities attached to their respective Premises. Further, the Promoter will handover all the sanctions, Approvals, Plans, etc as may be required to the respective Entity & Organisation and/or Federation.
- 11.3 As the title to the Whole Project Land is to be a lease to be granted by MHADA, and as MHADA is a public statutory authority, the grant of such lease to the Federation is dependent upon the same being granted by MHADA in accordance with the relevant law, rules and regulation applicable, whereby the third proviso to Rule 9(4) of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 shall apply. Accordingly, upon full completion of the Whole Project the Promoter shall call upon GACPL, to cause MHADA, to grant the such Proposed Lease in favour of the Federation.
- 11.4 As stated hereinabove, the Federation shall be granted the Proposed Lease, and shall own and hold the Common Areas & Amenities, for the benefit of all Entities & Organisations formed in respect of the Whole Project, and their respective members. Accordingly, all costs, charges, expenses, liabilities, lease rent, taxes, maintenance charges, capital and revenue expenses related to, and arising from, the remaining Whole Project Land and the Common Areas & Amenities shall be proportionately borne, paid and discharged by the Entities & Organisations formed and constituted in respect of the Whole Project, based upon the aggregate Carpet Area (RERA) including open/enclosed/utility balconies thereof of all the Premises of the Whole Project.
- 11.5 The Promoter shall on or prior to execution and registration of the Deed/s of Transfer in favour of the:
- 11.5.1 Entity & Organisation formed in respect of the Project A, make full, true and requisite disclosure of the nature of its title to the Project A; and
- 11.5.2 Federation and grant of Proposed Lease of the Whole Project Land, make full and true disclosure of the nature of its title to the Whole Project Land and the remaining development of the Whole Project to the Federation, as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the same.
- 11.6 The Allottee/s agree and confirm, personally and as prospective member/s of the applicable Entity & Organisation, that he/she/they/it, is/are not entitled to and shall never raise any objection or dispute and/or claim any compensation, if the area of the Whole Project Land and/or the remaining development of the Whole Project, that is proposed to be transferred as provided in this article, shall be at variance with, or may be less than, the area contemplated, or referred by herein, including

virtue of any Reservations, encroachments, spaces for sub-station (by electricity supply company), if any, and/or the Reservations being handed over and transferred to and/or acquisition of any portion of the Whole Project Land by the Governmental Authorities, during the course of developments of the Whole Project Land, or for any other reason whatsoever.

- 11.7 Without prejudice to the generality of the foregoing provisions, the Promoter has put the Allottee/s to notice of the following matters, facts and disclosures which the Allottee/s has/have agreed and accepted that the development of the Whole Project in phases upon the Whole Project Land contemplates the utilization of part/portion of the Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Whole Project Land. The Allottee/s, for himself/herself/themselves/itself, and as a prospective member of the Entity & Organisation, shall not be entitled to raise any claim or dispute in respect thereof.
- 11.8 All the documents, writings, Deed/s of Transfer etc., to be executed in the conveyance/s and transfer/s, and the Proposed Lease, as referred in this article, and all other related documents and writings to be executed in relation thereto and/or in pursuance thereof, including bye-laws, rules and regulations of the Entity & Organisation formed in respect of the Project A and the Federation formed in respect of the Whole Project, and all writings, forms, applications, etc. in relation to the proposed formation and registration thereof, shall all be prepared and approved by the Advocates and Solicitors appointed by the Promoter, and the same shall contain such terms, conditions, covenants, stipulations and provisions, including those contained in this Agreement including reserving the rights, powers, authorities and benefits of the Promoter, as the Promoter deems fit.
- 11.9 The Entities & Organisations and/or Federation to be formed and constituted in respect of the Project A and Whole Project respectively, shall be known by such names as the Promoter may decide, which names shall not be changed by the Allottee/s, and/or any other purchasers and/or the Entity & Organisation, and/or the Federation without the prior written consent of the Promoter.
- 11.10 The Allottee/s shall co-operate with the Promoter and shall sign and execute application forms, papers, declarations, documents and other writings for registration of the Entity & Organisation to be formed and constituted in respect of the Project A and do all necessary acts and deeds, so as to enable the Promoter to respectively register the Entity & Organisation.
- 11.11 Unless and until the Allottee/s is/are in full compliance of the terms and conditions of this Agreement including the payment of the Aggregate Payments to the Promoter, the Entity & Organisation shall not issue and deliver a share certificate to the Allottee/s.
- 11.12 All, without limitation costs, charges and expenses in respect of the formation and registration of (i) Entity & Organisation, in respect of Project A, shall be borne and paid by all the allottees, purchasers and transferees of all the Premises in the Project

A; (ii) the Entities & Organisations, in respect of the Balance Projects, shall be borne and paid by all the allottees, purchasers and transferees of all the Premises in the Balance Projects; (iii) the Federation, shall be borne and paid by all the Entities & Organisations formed in respect of the Whole Project as set out hereinabove, and the Promoter shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, the Promoter shall never be held responsible or liable for any delay in the formation and registration of the Entity & Organisation, and/or Entities & Organisations, and/or the Federation.

#### **ARTICLE 12 – TERMINATION**

- 12.1 The Allottee/s agree and confirm that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law, the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Article (12.2) and/or (12.3) hereinbelow.
- 12.2 If due to Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Whole Project or any part thereof, including construction of Project A, shall or may be suspended, or stopped, for twelve (12) months, or more, then the Promoter shall be entitled, in the Promoter's discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee/s. On the delivery of such notice to the Allottee/s, this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties. On and after such termination, the Promoter shall refund the Purchase Price installments received and realised by the Promoter, together with Interest from the date such payments were received and realized by the Promoter, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rs.100/- (Rupees One Hundred Only) per square meter Carpet Area (RERA) of the Apartment (which Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount, and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the Apartment, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days from the date of execution and registration of a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid refund amount and pre-estimated liquidated damages to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee/s, and shall not be liable to refund any of the Taxes paid by the Allottee/s.
- 12.3 If the Allottee/s commits an Event of Default, the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein,

and under Applicable Law, to deliver to the Allottee/s a fifteen (15) Day prior notice in writing of its intention to terminate and cancel this Agreement, and if the Allottee/s fails, refuses and neglects to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement and any writings that may have been executed in pursuance hereof shall automatically and forthwith stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On and after such termination the Liquidated Damages, shall be deducted and appropriated by the Promoter from and out of the Purchase Price paid by the Allottee/s, and received and realised by the Promoter, and the net balance thereof, shall be paid to the Allottee/s (or at the sole option of the Promoter to the bank/financial institution from whom the Allottee/s has/have availed of a housing loan in terms of this Agreement), by the Promoter within thirty (30) Days of the execution and registration of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, if called upon by the Promoter to do so. It is agreed and clarified that other than the aforesaid amount, the Promoter shall not be liable to bear, pay and discharge to the Allottee/s any other amounts, charges, liabilities, compensation or damages.

12.4 It is agreed and confirmed by the Allottee/s that the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Article (12.2) or (12.3), the following shall forthwith apply and bind the Allottee/s, that is:

12.4.1 the Allottee/s shall cease to have any right, title, interest, claim, or demand in or to the Apartment and the Parking Space/s, under this Agreement, and the Promoter shall be fully and freely entitled, without any objection, or obstruction, to allot and sell, deal with and/or otherwise encumber, alienate or dispose off the same, in such manner, for such consideration and on such terms and conditions as the Promoter deems fit, in its discretion;

12.4.2 the Allottee/s shall never be entitled to make or raise any claim in respect of the appreciation in value or price of the Apartment and/or the Parking Space/s 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 at the request of the Allottee/s, or otherwise arising howsoever; and

12.4.3 any mortgage, charge, lien or security interest created by the Allottee/s over the Apartment, and/or the Allottee/s interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.

### **ARTICLE 13 - INSURANCE**

Upon Project A Completion and Balance Project, and subsequently upon completion of construction of the Common Areas & Amenities the same shall be respectively insured by the Promoter, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or

personal effects therein; all of which shall be suitably insured by the allottees and purchasers at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee/s as a part of the Other Charges & Deposits and the Allottee/s shall bear and pay the same.

#### **ARTICLE 14 – INDEMNITY**

The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Whole Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

#### **ARTICLE 15 - NO LIABILITY**

15.1 Neither the Promoter, nor any Promoter Affiliates, nor the PMC, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

- 15.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Whole Project or any part thereof, and whether or not the same is caused by any Force Majeure Events, or otherwise however;
- 15.1.2 any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part of the Whole Project; and
- 15.1.3 for the security, safekeeping and insurance, of the Whole Project, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

#### **ARTICLE 16 - GENERAL PROVISIONS**

##### **16.1 Interest; Other Charges**

Without prejudice to all the Promoter's rights and remedies herein, and under Applicable Law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, Aggregate Payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s's liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for

enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

## **16.2 Allottee/s Obligation of Confidentiality**

16.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:

16.2.1.1 is required by Applicable Law to be disclosed;

16.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;

16.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;

16.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

16.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

## **16.3 Intellectual Property**

16.3.1 The Allottee/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or licence in respect thereof;

16.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

16.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorised replication/reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge.

**16.4 Promoter's Overriding And Paramount Right Over The Apartment & Parking Space/s**

16.4.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Apartment and the Parking Space/s are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Apartment and the Parking Space/s in respect of all outstanding and unpaid Aggregate Payments payable by the Allottee/s to the Promoter.

16.4.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the Larger Land, including Whole Project Land, and/or the Project A, and/or the Common Areas & Amenities to the Allottee/s. So far as the Allottee/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Apartment strictly upon and subject to the terms, conditions and provisions herein. The Whole Project Land, Common Areas & Amenities, and Limited Common Areas & Amenities, are and shall always remain property of the Promoter until the transfer/s thereof, as provided in Article (11), and in terms thereof. The Allottee/s shall also not have any claim, save and except, in respect of the Apartment hereby agreed to be allotted and sold, and the benefit of the use of the Parking Space/s thereto.

**16.5 Notices**

All notices, intimations, demands, correspondence and other communications to be served on the Allottee/s or the Promoter, as the case may be, under, and/or in pursuance of this Agreement, shall be deemed to have been duly, effectively and sufficiently delivered, if dispatched to the Allottee/s or the Promoter by Registered Post A.D., or by hand delivery, to the postal address, and/or by e-mail, at the e-mail address of the Allottee/s and the Promoter, respectively, as recorded in the Statement annexed hereto and marked **Annexure 'E'**

**16.6 Waiver**

16.6.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

16.6.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Promoter in whole or in part.

**16.7 Promoter's Rights Cumulative**

The rights, powers, privileges and remedies of the Promoter under this Agreement, are and shall be cumulative, and are not exclusive of any rights, powers, privileges or remedies of the Promoter, as may be available under Applicable Law, or otherwise.

**16.8 Severability**

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Promoter will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

**16.9 Entire Agreement**

Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Apartment, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Allottee/s.

**16.10 Registration**

The Promoter and the Allottee/s shall, as required under RERA, immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Allottee/s' own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances at Mumbai, and admit execution hereof. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and/or admit execution thereof, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

**16.11 Binding Effect**

It is agreed that forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s executes and delivers this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of payment

set out in the Statement annexed hereto and marked **Annexure ‘H’** and secondly, appears for registration of the same before the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, as and when intimated in writing by the Promoter. If the Allottee/s fail to execute and deliver to the Promoter this Agreement within thirty (30) Days from the date of its receipt by the Allottee/s and/or appears before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within fifteen (15) Days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith, after deducting the Liquidated Damages, shall be refunded to the Allottee/s within thirty (30) Days from the cancellation of allotment without any Interest or compensation whatsoever.

#### **16.12 Costs**

16.12.1 All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s.

16.12.2 All costs, charges and expenses, stamp duty, registration charges, Taxes etc arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, that is: (i) transfer and conveyance of structure of the Project A to the Entity & Organisation, (ii) transfers and conveyance of structures of the Balance Projects to the respective Entities & Organisations formed in respect thereof, (iii) the transfer and conveyance of the balance/remaining development of the Whole Project including the Common Areas & Amenities and certain Limited Common Areas & Amenities (but excluding the building structures transferred and conveyed to the respective Entities & Organisations) to the Federation and the grant of the Proposed Lease of the Whole Project Land to the Federation; and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees, shall: (a) in respect of the documents and writings referred to in (i) above be proportionately borne and paid by the Allottee/s and by the allottees/purchasers of Premises and/or the Entity & Organisation in respect of the Project A, (b) in respect of, documents and writings referred to in (ii) above be proportionately borne and paid by the allottees/purchasers of Premises and/or the Entities & Organisations formed in respect of the Balance Projects, and (c) in respect of, documents and writings referred to in (iii) above by all Entities & Organisations to be formed and constituted in respect of the Project A and the Balance Projects and/or the Federation, in respect of the Whole Project. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.

#### **16.13 Successors and Assigns**

16.13.1 No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

16.13.2 The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates.

**16.14 Laws**

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

**16.15 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 Real Estate Regulatory Authority as per the provisions of the RERA.

**16.16 Jurisdiction**

This Agreement shall be governed in all respects by Applicable Law, courts at Mumbai shall have exclusive jurisdiction.

**16.17 Survival**

This Article (16.17), Article (12) (Consequences of Termination), Article (16.5) (Notices), Article (16.16) (Governing Law and Jurisdiction), Article (16.15) (Dispute Mechanism) and Article (16.2) (Confidentiality), and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

16.18 The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned in the Statement annexed hereto and marked **Annexure 'E'**.

17 All terms & conditions as contained hereunder shall be subject to the provisions of RERA.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Larger Land)**

ALL THAT piece or parcel of non-agricultural land admeasuring approximately 1,92,273.48 square meters, earlier bearing C.T.S. Nos. 260, 260/1-100, 261, 261/1-104, 264, 264/1-296, 265, 265/1-40, 267, 267/17-24, 268 (Part), 268/45-86, 347, 347/1-16, 363 and 363/1-56 of Village Pahadi Goergaon (West), and C.T.S. Nos.18A, 18B, 22, 22/1-95, 23, 23/1-32, 24, 24/1-48 and 27 (Part) of Village Goregaon, and now bearing C.T.S. Nos.260/1-2, 260/3A, 260/3B, 260/4, 260/5A, 260/5B, 260/6, 260/7A, 260/7B, 260/8,

260/9A, 260/9B, and 260/10-19 of Village Pahadi Goregaon (West), and C.T. S. Nos.18A/1-2, 22A/1-6, 22A/7/A, 22A/7/B, 22A/8/A, 22A/8/B, 22A/9-10, 22A/11/A, 22A/11/B and 22A/12-15 of Village Goregaon, situate at Siddharth Nagar, Goregaon (West), Mumbai Suburban District, delineated in red coloured boundary line on the plan annexed hereto and marked Annexure ‘C-1’, and bounded as follows:

- On or towards the North : by D. P. Reservation for hospital, D. P. Reservation for garden and encroachment;
- On or towards the South : by encroachment along with Oshiwara nalla;
- On or towards the East : by 13.4 metres wide BHADB layout road and 18.3 metres wide road and D. P. Reservation of public ground, school and swimming pool; and,
- On or towards the West : by existing nalla and 12.2 metres wide existing road, post office, Motilal Nagar and encroachment along with BEST housing.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the Whole Project Land)**

ALL THAT piece or parcel of non-agricultural land admeasuring about 17,458.50 square metres, bearing Plot No. R8 in the approved layout of the Larger Land, and bearing C.T.S. No.260/5A of Village Pahadi Goregaon (West) together with temple and other structures, in Mumbai Suburban District, delineated with blue coloured boundary line on plan annexed hereto and marked Annexure ‘C-2’, and bounded as follows:

- On or towards the North : by 13.40 metres wide road bearing C.T.S. No.260/6 of Village Pahadi Goregaon (West);
- On or towards the South : by 13.40 metres wide road bearing C.T.S. No.260/4 of Village Pahadi Goregaon (West);
- On or towards the East : by part of 13.40 metres wide road bearing C.T.S. No.260/5B at Village Pahadi Goregaon (West) and,
- On or towards the West : by existing nalla.

**THE THIRD SCHEDULE ABOVE REFERED TO:**  
**(Description of the Apartment and Parking Space/s)**

All that the proposed Apartment bearing no. [•], admeasuring approximately [•] square meters Carpet Area (RERA) that is, approximately [•] square feet Carpet Area (RERA), on [•] habitable floor, of the Project A, together with [•] vehicle Parking Space/s in the Whole Project known as “KALPATARU RADIANCE”.

Enclosed balcony area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;  
Utility/open balcony area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;  
Open terrace area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

The carpet area (as per MOFA) of the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

**IN WITNESS WHEREOF**, the parties hereto, have hereunto, and to the counterpart hereof, set and subscribed their respective hands, the day and the year first hereinabove written.

**SIGNED AND DELIVERED** by the within ) For **KIYANA VENTURES**  
named Promoter **KIYANA VENTURES** ) **LLP**  
**LLP** )  
in the presence of ..... ) **Partner / Designated Partner /**

☐ **Partner / Designated Partner /**  
☐ **Constituted Attorney**

|  |  |
|--|--|
|  |  |
|--|--|

Mr. \_\_\_\_\_  
 Photograph/Left Thumb Impressio

**SIGNED AND DELIVERED** by the within )  
 named **Allottee/s**, )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )  
 3. \_\_\_\_\_ )  
 4. \_\_\_\_\_ )  
 in the presence of ..... )

|  |  |
|--|--|
|  |  |
|--|--|

Mr. \_\_\_\_\_  
 Photograph/Left Thumb Impression

Mr. \_\_\_\_\_  
 Photograph/Left Thumb Impression

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Mr. \_\_\_\_\_  
 Photograph/Left Thumb Impression

Mr. \_\_\_\_\_  
Photograph/Left Thumb Impressio

**RECEIPT**

Received on or before execution hereof, of )  
and from the within named Allottee/s, the )  
sum of Rs. \_\_\_\_\_/- )  
(Rupees \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ only) )  
vide cash/cheque/draft/pay order bearing )  
No. \_\_\_\_\_ dated \_\_\_\_\_ )  
drawn on \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ being the Booking )  
Amount/ part consideration of the Purchase )  
Price agreed to be paid by the Allottee/s, to )  
us as withinmentioned

**Rs.** \_\_\_\_\_/-

**Witnesses:**

**For KIYANA VENTURES LLP**

**1.**

**Partner/Constituted Attorney**

**2.**

**Annexure ‘A’**

(Deeds and Documents in respect of the Larger Land (including the Whole Project Land)  
and other matters concerning the Larger Land)

- A. MHADA is the owner of Larger Land i.e. land admeasuring approximately 40 (forty) acres equivalent to 1,92,273.48 square meters, earlier bearing C.T.S. Nos. 260, 260/1-100, 261, 261/1-104, 264, 264/1-296, 265, 265/1-40, 267, 267/17-24, 268 (Part), 268/45-86, 347, 347/1-16, 363 and 363/1-56 of Village Pahadi, Goregaon (West), and C.T.S. Nos.18A, 18B, 22, 22/1-95, 23, 23/1-32, 24, 24/1-48 and 27 (Part) of Village Goregaon, and now bearing C.T.S. Nos.260/1-2, 260/3A, 260/3B, 260/4, 260/5A, 260/5B, 260/6, 260/7A, 260/7B, 260/8, 260/9A, 260/9B, and 260/10-19 of Village Pahadi Goregaon (West), and C.T. S. Nos.18A/1-2, 22A/1-6, 22A/7/A, 22A/7/B, 22A/8/A, 22A/8/B, 22A/9-10, 22A/11/A, 22A/11/B and 22A/12-15 of Village Goregaon, situate at Siddharth Nagar, Goregaon (West), Taluka Borivali, Mumbai Suburban District.
- B. By and under the Development Agreement dated 18th August, 2006, executed between Goregaon Siddharth Nagar Sahakari Griha Nirman Sanstha Limited (“**Society**”) formed of the tenants on the Larger Land and Guruashish Construction Private Limited (“GACPL”), registered in the office of the Sub-Registrar of Assurances, at Borivali-5, under Serial No. BDR-11/6161 of 2006 (“**Society Development Agreement**”), the said Society granted exclusive and irrevocable development rights to GACPL in respect of the Larger Land, for the consideration and upon the terms and conditions as stated therein;
- C. By and under the Joint Development Agreement dated 10th April, 2008 executed between MHADA of the First Part, the Society of the Second Part and GACPL as developer of the Third Part (“**Tripartite Development Agreement**”), MHADA granted and/or confirmed the development rights granted by the Society in favour of GACPL under the Society Development Agreement. In terms of the Tripartite Development Agreement, GACPL became entitled to utilize and develop 2,73,293.37 square meters Municipal FSI on free sale portion of the Larger Land, as specified therein;
- D. By and under the layout plan dated 19th May, 2009, approved by MHADA and sanctioned by the MCGM, the layout of the Larger Land has been sanctioned under which the respective portions of MHADA, the said Society and GACPL, out of the Larger Land, have been identified and demarcated;
- E. By and under Letter dated 28th January, 2010 addressed by GACPL to the Chief Officer MHADA (“**Modification Letter**”), GACPL sought approval of MHADA for modification of the Tripartite Development Agreement to the extent of offering every tenant member/occupant of the said Society, a minimum of 650 square feet carpet area instead of area of 555 square feet carpet area contemplated under the Tripartite Development Agreement. By its Letter bearing No. Dy.C.E.(W)/MB/216/2010 dated 20<sup>th</sup> February, 2010 (“**MHADA Approval Letter**”), MHADA granted its approval to the Modification Letter;

- F. By and under Letter dated 19th July, 2010, bearing No. SEAC-2010/ CR.211/TC.2, addressed by the Environment Department, Government of Maharashtra to Housing Development and Infrastructure Limited (“**Environmental Clearance**”), environmental clearance has been accorded for redevelopment (residential and commercial) under provisions of Environment Impact Assessment Notification, 2006, subject to implementation of terms and conditions contained therein.
- G. By and under Letter dated 26th July, 2011, bearing reference No. LA/A/4072/2011, MHADA has permitted GACPL to sell the free Sale portion under the Tripartite Development Agreement on the terms and conditions as stated therein;
- H. By and under its resolution dated 30th July, 2011, the Society has confirmed that GACPL is entitled transfer the free sale portion as agreed under the Tripartite Development Agreement and Society Development Agreement;
- I. By and under Deed of Confirmation and Modification dated 9th November, 2011, executed between MHADA of the First Part, the Society of the Second Part and GACPL as the Promoter of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.10472 of 2011 (hereinafter referred to as “**Confirmation and Modification Deed**”), the Tripartite Development Agreement read with Modification Letter dated 28<sup>th</sup> January, 2010 stood amended, rectified and clarified as stated therein. Pursuant to survey and updation of the property register cards of the Larger Land, the total area of the Larger Land was revised to 1,93,599.90 square meters. MHADA’s share in built up area stood increased to 1,48,151.07 square meters from the earlier 1,11,488.32 square meters as per Annexure “S/4a, 4b” annexed thereto;
- J. Pursuant to the MHADA NOC, Tripartite Development Agreement and the Confirmation and Modification Deed, GACPL is entitled to transfer the free sale portion in entirety or in parts, including by way of sale of apartments/units, subject to provision for rehabilitation of tenants and for that purpose. In consideration of the same, GACPL is entitled to enter into such deeds and writings for the aforesaid as it may deem fit, subject to the terms and conditions contained therein and MHADA or the said Society shall not be a necessary signatory thereto. However, GACPL is required to obtain Occupation Certificate in respect of the structures and buildings constructed on free sale portion and Conveyance/Proposed Lease in respect of the Larger Land or portion thereof, in favour of the organization/s formed of the respective apartment/unit purchasers in the building/s constructed on the Larger Land from MHADA, including the Whole Project Land, in accordance with the terms of Tripartite Development Agreement and/or the Confirmation and Modification Deed;
- K. As per the Development Plan Remark bearing No. CHE/1245/DPWS/P/S dated 29th December, 2012 the Whole Project Land falls in the residential zone.

**Annexure ‘B-1’**  
**PROPERTY CARD OF WHOLE PROJECT LAND**

Annexure ‘B-2’  
**RERA REGISTRATION CERTIFICATE**

Annexure ‘C-1’  
**LAYOUT PLAN OF LARGER LAND**

Annexure ‘C-2’  
**LAYOUT PLAN OF WHOLE PROJECT LAND**

Annexure ‘D’  
**COMMENCEMENT CERTIFICATE**

Annexure ‘E’  
**APARTMENT AND ALLOTTEE/S DETAILS**

| Sr.                                                 |               | Particular                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
|-----------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|-------------|---------------------------------|--|--|-------------------------------------------------|--|--|-----------------------------------------------------|--|--|---------------------------------------------|--|--|--|--|--|
| (1).                                                | Whole Project | “KALPATARU RADIANCE”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
| (2).                                                | Project A     | ‘WING A – ORA’ and ‘RADIANCE A’ as per RERA Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
| (3).                                                | Apartment     | <div>Apartment bearing No. _____, on _____ habitable Floor of the Project A, admeasuring about;</div> <table><tr><td></td><td>Square Meters</td><td>Square Feet</td></tr><tr><td>Carpet Area (RERA) of Apartment</td><td></td><td></td></tr><tr><td>Enclosed balcony area attached to the Apartment</td><td></td><td></td></tr><tr><td>Utility/Open balcony area attached to the Apartment</td><td></td><td></td></tr><tr><td>Open terrace area attached to the Apartment</td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> |  | Square Meters | Square Feet | Carpet Area (RERA) of Apartment |  |  | Enclosed balcony area attached to the Apartment |  |  | Utility/Open balcony area attached to the Apartment |  |  | Open terrace area attached to the Apartment |  |  |  |  |  |
|                                                     | Square Meters | Square Feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
| Carpet Area (RERA) of Apartment                     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
| Enclosed balcony area attached to the Apartment     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
| Utility/Open balcony area attached to the Apartment |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
| Open terrace area attached to the Apartment         |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |
|                                                     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               |             |                                 |  |  |                                                 |  |  |                                                     |  |  |                                             |  |  |  |  |  |

|       |                                              |                                                                                                                             |
|-------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
|       |                                              | [The carpet area (as per MOFA) of the Apartment is approximately [•] square meters, that is, approximately [•] square feet] |
| (4).  | Parking Space/s                              | ____ (_____) vehicle parking spaces in the Whole Project                                                                    |
| (5).  | Purchase Price                               | Rs. _____/- (Rupees _____ Only)                                                                                             |
| (6).  | Date of Offer of Possession of the Apartment | On or before _____                                                                                                          |
| (7).  | Postal address of the Allottee/s             |                                                                                                                             |
| (8).  | Postal address of the Promoter               |                                                                                                                             |
| (9).  | E-mail address of the Allottee/s.            |                                                                                                                             |
| (10). | E-mail address of the Promoter.              |                                                                                                                             |
| (11). | Permanent Account Numbers of the Promoter    |                                                                                                                             |
| (12). | Permanent Account Numbers of the Allottee/s  |                                                                                                                             |

**Annexure ‘F’**

**CERTIFICATE OF TITLE**

**Annexure ‘G’**

**COMMON AREAS & AMENITIES AND**

**LIMITED COMMON AREAS & AMENITIES**

**Annexure ‘H’**

The Purchase Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_) Only) payable by the Allottee/s in instalments against the following milestones:

| Sr. | Time for Payment | Amount        |
|-----|------------------|---------------|
| 1   | Booking Amount   | : Rs. _____/- |
| 2   | On               | : Rs. _____/- |
| 3   | On               | : Rs. _____/- |

|    |                                |          |            |           |
|----|--------------------------------|----------|------------|-----------|
| 4  | On                             | :        | Rs.        | /-        |
| 5  | On                             | :        | Rs.        | /-        |
| 6  | On                             | :        | Rs.        | /-        |
| 7  | On                             | :        | Rs.        | /-        |
| 8  | On                             | :        | Rs.        | /-        |
| 9  | On                             | :        | Rs.        | /-        |
| 10 | On                             | :        | Rs.        | /-        |
| 11 | On                             | :        | Rs.        | /-        |
| 12 | On                             | :        | Rs.        | /-        |
| 13 | On                             | :        | Rs.        | /-        |
| 14 | On                             | :        | Rs.        | /-        |
| 15 | On                             | :        | Rs.        | /-        |
| 16 | On Date of Offer of Possession | :        | Rs.        | /-        |
|    | <b>Total :</b>                 | <b>:</b> | <b>Rs.</b> | <b>/-</b> |

**Annexure ‘I-1’**

**FLOOR PLAN**

**Annexure ‘I-2’**

**APARTMENT PLAN DEPICTING VARIOUS AREAS**

**Annexure ‘J’**

**APARTMENT AMENITIES**