

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra – 400 016

PAN NO.:- AAAFR8678K

Deviation Report with respect to agreement for Sale – Ruparel Arista

Page No.	Point No.	Point Description
1	Recital	<p>A. The Company is/shall be constructing the Building(s) (<i>as defined herein</i>) as part of the Project(<i>as defined herein</i>) on the Property (<i>as defined herein</i>). Description of the Property is at Schedule 1 hereunder.</p> <p>B. The chain of title of the Company to the Property is at Annexure 1 (<i>Chain of Title of the Company</i>).</p> <p>C. A copy of the Report on Title in respect of the Property is at Annexure 2 (<i>Report on Title</i>).</p> <p>D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at Annexure 3 (<i>Key Approvals</i>). Applications for further Approvals may be under consideration of the relevant Authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.</p> <p>E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building(s) and the construction of the Building(s) shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local Authorities.</p> <p>F. The Purchaser/s has applied to the Company for allotment of the Unit (<i>as defined herein</i>) in the Building.</p> <p>G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as Annexure 4 (<i>Floor Plan</i>).</p> <p>H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser/s and the Purchaser/s has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.</p>
6	4.1	The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in Annexure 6 (Unit and Project Details), subject to the terms and conditions mentioned herein and the Approvals.

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8	6.1 And 6.2	<u>SECURITIZATION</u> 6.1 The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein. 6.2 It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or any other amounts payable under this Agreement, including Reimbursements and Maintenance Related Charges paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.
8 and 9	7.1 to 7.4	<u>LOANS AGAINST THE UNIT</u> 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (“Loan”) and any mortgage created or to be created over the Unit in connection with such Loan (which shall require the prior written consent of the Company), the Purchaser shall remain solely

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		<p>and wholly responsible for the timely payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges or any parts thereof and/or any other amounts payable hereunder.</p> <p>7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.</p> <p>7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Consideration Value and any other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.</p> <p>7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.</p>
9	10.1.	<p>Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP, as set out in Annexure – 6 (Unit and Project Details), which shall be subject to grace</p>

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		period set out at Annexure 6 (Unit and Project Details) and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively, “Extended DOP” shall mean estimated DOP as set out at Annexure 6 (Unit and Project Details) + grace period as set out at Annexure 6 (Unit and Project Details) + further extension as may be applicable pursuant to Clause 10.4).
10	11.2.1	Default / Non-Payment: If the Purchaser has committed three defaults of any of his obligations under this Agreement, including (but not limited to), making payment of all due amounts as per Payment Schedule set out at Annexure 6 (Unit and Project Details) and timely payment of all amounts set out at Annexure 6A (and Interest thereon, if any) then the Company shall issue to the Purchaser notice of such defaults and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (“Company Notice of Termination”).
10	11.2.2	Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Property or the Company or its representatives. In the event, the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in Applicable Law, have the option to terminate this Agreement sending the Company Notice of Termination.
10-11	11.2.3.	Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to operational disruptions, changes in applicable law and regulations, the Company shall have the option to terminate this Agreement.
11	11.5.a.	<u>Cancellation Deed & Resale of the said Unit;</u> Upon termination, the Purchaser shall register a cancellation deed in the format specified by the Company (“Cancellation Deed”) and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
11	11.5.b	Upon registration of the said Cancellation Deed, and upon resale of the said Unit, i.e. upon the Company subsequently selling and transferring the said Unit to another Purchaser and receipt of the sale price thereon, the Company shall after

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		adjusting the Forfeiture Amount, refund to the Purchaser, the balance amount, if any of the paid-up Consideration Value and also after deducting the charges interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes including GST , stamp duty and registration charges that may be levied on this transaction, this Agreement, the said Unit, the adjustment of Forfeiture Amount.
11	11.5.c.	Further, if the sale price of such subsequent re-sale and transfer of the said Premises to another Purchaser is less than the Consideration Value herein, then, the difference between the Consideration Value of such subsequent re-sale and transfer of the said Unit and the Consideration Value herein shall also be deducted from the paid-up Consideration Value, if any, and only the resultant balance shall be refunded without interest by the Company to the Purchaser. It is explicitly agreed between the Parties that the Purchaser shall without any protest accept the above said refund amount without any interest and further waives all his/ her/their/its rights to demand/claim interest on the paid-up sale price.
11	11.5.f.	Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 (twelve) months in accordance to Clause Nos. 11.5 (a), 11.5 (b), 11.5 (c) & 11.5 (e).
12	13.1	<u>SET OFF / ADJUSTMENT</u> The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company, including the Consideration Value, Reimbursements, Maintenance Related Amounts, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and/or in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection and/or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.
13 to 15	15	<u>FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB;</u> 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (“FMC”). The FMC will be appointed by the Company for a period of upto 60 (sixty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organization / Federation may

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	<p>appoint the FMC for a further term or choose to appoint any other facility management company.</p> <p>15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organization in the event:</p> <ol style="list-style-type: none">the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; orthe BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days). <p>15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organization shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.</p> <p>15.4. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC.</p> <p><u>CAM Charges and Maintenance Related Amounts</u></p> <p>15.5. The costs related to the upkeep and maintenance of the Building / Project / Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the BCAM Charges and FCAM Charges (collectively, the “CAM Charges”) as set out at Annexure 6A. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.</p> <p>15.6. The Purchaser shall be obliged to pay the CAM charges in advance on or before the first day of each quarter to the Ultimate Organization / Federation or the Company, as the case maybe. The Ultimate Organization shall be responsible for collections of both, BCAM charges and FCAM charges from its members. The Ultimate Organization shall ensure that the FCAM charges are collected and deposited with the Federation on or before the 1st day of each quarter.</p> <p>15.7. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.</p>
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	<p>15.8. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes possession on such date or not. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in Annexure 6A from the CAM Commencement Date.</p> <p>15.9. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unsold unit(s) by the Company. For any unit, the CAM Charges shall commence on the date of offer of possession of the said unit after it is sold. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.</p> <p>15.10. All Maintenance Related Amounts stated in Annexure 6A are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organization, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.10 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/ Ultimate Organization till such time all due amounts are paid together with Interest for the period of delay in payment. The Purchaser confirms that he/she/it shall pay interest on any delay in payment of Maintenance Related Amounts at the rate as may be specified by the Ultimate Organization or the Federation. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the Ultimate Organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.</p> <p>15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) and shall not provide expense details for any other head. The details of expenses related to the BCAM charges shall be provided at the time of handover of operations by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations by the Company to the Federation. Any surplus amounts towards BCAM and/or FCAM lying with the Company shall be paid on monthly basis to vendors providing relevant services with respect to the Building/ Property, after authorization from the Ultimate Organization (in case of BCAM) and Federation (in case of FCAM).</p> <p>Club and Other Key Common Areas</p> <p>15.12. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at Annexure 6 (Unit and Project Details). For any additional memberships, the same shall be permitted only if they are</p>
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		<p>full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.</p> <p>15.13. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s), as they may deem fit and the Purchaser shall not be entitled to object to the same.</p> <p>15.14. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/ operators (“Service Providers”) in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI (“FSI Free Constructed Spaces”) by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization/ Federation, subject to the following restrictions:</p> <p>a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.</p> <p>b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.</p> <p>c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.</p>
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		<p>15.15. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.</p>
15-16	16	<p><u>PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENTCHARGES</u></p> <p>16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.</p> <p>16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.</p> <p>16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities (“Shortfall Amount”), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.</p> <p>16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.</p> <p>16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser</p>

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		<p>within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.</p> <p>16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at Annexure 6A. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.</p>
16	17	<p><u>BUILDING PROTECTION DEPOSIT</u></p> <p>17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in Annexure 6A hereto.</p> <p>17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.</p> <p>17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.</p> <p>17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.</p> <p>17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 14 (fourteen) days</p>

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		from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.
18	20.1.(h)	The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
18	20.1.(k)	The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
18-19	20.1. (p) and (q)	<p>p. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at Annexure 6A as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.</p> <p>q. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub- let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time that the Occupation Certificate is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit after this time shall require written approval/ no- objection letter ("NOC") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser</p>

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Maharashtra – 400 016

PAN NO.:- AAAFR8678K

		(or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the development respectively, of the Company) shall be invalid and liable to be cancelled.
19	20.1.(u).	Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organization/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Property and, or, any part thereof to view and examine the state and condition thereof.
19	20.1.(v).	The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5% (zero point five per cent) of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 14 (fourteen) days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
19	20.1.(w)	The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organization and, or, Federation. Where consents and, or, permissions may be

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra – 400 016

PAN NO.:- AAAFR8678K

		required from the Ultimate Organization and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organization and, or, Federation to issue such consents and, or, permissions forthwith on request. The Company shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member, without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold unit/s shall, in any case, deemed to be a member of the Ultimate Organization.
19-20	20.1. (x)	The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.
20	20.1. (y)	The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain car parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.
20	20.1. (z)	The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto.
20	20.1.(a a)	Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra – 400 016

PAN NO.:- AAAFR8678K

		for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
19 – 20	20.1.(b b)	The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.
20	20.1. (cc)	The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
21	20.1 (dd)	The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
22	25.1	<u>DISPUTE RESOLUTION AND GOVERNING LAW</u>

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra – 400 016

PAN NO.:- AAAFR8678K

		Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA authority as per the provisions of theReal Estate (Regulations and Development) Act, 2016, Rules and Regulations, thereunder.																										
30	Annexure 5	<div>A- <u>Unit and Project Details</u></div> <table><tr><th>Sr. No.</th><th>Terms and Expressions</th><th>Meaning</th></tr><tr><td>1.</td><td>Project Name</td><td></td></tr><tr><td>2.</td><td>Project RERA Registration No.</td><td></td></tr><tr><td>3.</td><td>Said Unit</td><td>Flat No. [●] in Wing “_____” on the [●] floor of the said Project.</td></tr><tr><td>4.</td><td>Carpet area of the said Unit as per RERA</td><td>The area of the said Unit is [●] Sq. Ft. (as per RERA)</td></tr><tr><td>5.</td><td>Sale Price</td><td>Rs. [●]/- (Rupees [●]Only)</td></tr><tr><td>6.</td><td>Part Payment towards the Sale Price paid prior hereto</td><td>Rs. [●]/- (Rupees [●]Only)</td></tr><tr><td>7.</td><td>Bank Account of the Promoter</td><td>Bank Name : _____ Bank Account Number : _____ Bank Address : _____ Bank IFSC Code : _____</td></tr></table>			Sr. No.	Terms and Expressions	Meaning	1.	Project Name		2.	Project RERA Registration No.		3.	Said Unit	Flat No. [●] in Wing “_____” on the [●] floor of the said Project.	4.	Carpet area of the said Unit as per RERA	The area of the said Unit is [●] Sq. Ft. (as per RERA)	5.	Sale Price	Rs. [●]/- (Rupees [●]Only)	6.	Part Payment towards the Sale Price paid prior hereto	Rs. [●]/- (Rupees [●]Only)	7.	Bank Account of the Promoter	Bank Name : _____ Bank Account Number : _____ Bank Address : _____ Bank IFSC Code : _____
Sr. No.	Terms and Expressions	Meaning																										
1.	Project Name																											
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R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra - 400 016

PAN NO.:- AAAFR8678K

			8.	Car parking space/s	<p>Garage/covered car parking space at _____ level/ basement/podium/stilt/mechanical car parking unit bearing no. _____ admeasuring _____ sq.ft having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance, being constructed within the Project/ Property for the consideration of Rs. [●]/- (Rupees [●]Only) .</p> <p>OR</p> <p>Open car parking space without consideration bearing no. _____ admeasuring _____ sq.ft having _____ ft. x _____ ft. breadth.</p>	
			9.	Number of person/s permitted to use the Club House	_____	
			10.	Estimated DOP	_____	
				Extended DOP	_____	
			11.	Contact Details of Purchaser and Purchaser/s	<p>Purchaser's phone number: _____</p> <p>Purchaser's Address: Ruparel Iris Building, Plot No. 273, Senapati Bapat Marg, Matunga Road (West). Mumbai 400016.</p>	
			12.	PAN	Purchaser's PAN: [●]	

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra - 400 016

PAN NO.: - AAAFR8678K

				Purchaser PAN: [●]		
35 to 37	Annex ure 5	B-Payment Schedule for the Consideration Value (CV)				
		Sr. No.	Milestone	Percentage (%)	Cumulative Percentage	Amount (In Rs.)
			Reservation amount	-	-	Rs. 3,00,000/-
		1	Within 15 (Fifteen) days from the date of Reservation.	9.90	9.90	Rs. _____ /- (Rupees _____ Only)
		2	Within 30 (Thirty) days from the date of Reservation.	10.10	20.00	Rs. _____ /- (Rupees _____ Only)
		3	Within 45 (Forty Five) days from the date of Reservation.	10.00	30.00	Rs. _____ /- (Rupees _____ Only)
		4	On completion of Plinth.	15.00	45.00	Rs. _____ /- (Rupees _____ Only)
		5	On completion of 1st Slab of the said Project.	1.00	46.00	Rs. _____ /- (Rupees _____ Only)
		6	On completion of 2nd Slab of the said Project.	1.00	47.00	Rs. _____ /- (Rupees _____ Only)
		7	On completion of 3rd Slab of the said Project.	1.00	48.00	Rs. _____ /- (Rupees _____ Only)
		8	On completion of 4th Slab of the said Project.	1.00	49.00	Rs. _____ /- (Rupees _____ Only)
		9	On completion of 5th Slab of the said Project.	1.00	50.00	Rs. _____ /- (Rupees _____ Only)
		10	On completion of 6th Slab of the said Project.	1.00	51.00	Rs. _____ /- (Rupees _____ Only)
		11	On completion of 7th Slab of the said Project.	1.00	52.00	Rs. _____ /- (Rupees _____ Only)
		12	On completion of 8th Slab of the said Project.	1.00	53.00	Rs. _____ /- (Rupees _____ Only)
		13	On completion of 9th Slab of the said Project.	1.00	54.00	Rs. _____ /- (Rupees _____ Only)
		14	On completion of 10th Slab of the said Project.	1.00	55.00	Rs. _____ /- (Rupees _____ Only)
		15	On completion of 11th Slab of the said Project.	1.25	56.25	Rs. _____ /- (Rupees _____ Only)
16	On completion of 12th Slab of the said Project.	1.25	57.50	Rs. _____ /- (Rupees _____ Only)		

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra - 400 016

PAN NO.:- AAAFR8678K

		17	On completion of 13th Slab of the said Project.	1.25	58.75	Rs. _____ /- (Rupees _____ Only)
		18	On completion of 14th Slab of the said Project.	1.25	60.00	Rs. _____ /- (Rupees _____ Only)
		19	On completion of 15th Slab of the said Project.	1.25	61.25	Rs. _____ /- (Rupees _____ Only)
		20	On completion of 16th Slab of the said Project.	1.25	62.50	Rs. _____ /- (Rupees _____ Only)
		21	On completion of 17th Slab of the said Project.	1.50	64.00	Rs. _____ /- (Rupees _____ Only)
		22	On completion of 18th Slab of the said Project.	1.50	65.50	Rs. _____ /- (Rupees _____ Only)
		23	On completion of 19th Slab of the said Project.	1.50	67.00	Rs. _____ /- (Rupees _____ Only)
		24	On completion of 20th Slab of the said Project.	1.50	68.50	Rs. _____ /- (Rupees _____ Only)
		25	On completion of 21st Slab of the said Project.	1.50	70.00	Rs. _____ /- (Rupees _____ Only)
		26	On completion of brick work	1.00	71.00	Rs. _____ /- (Rupees _____ Only)
		27	On completion of internal plastering	1.00	72.00	Rs. _____ /- (Rupees _____ Only)
		28	On completion of flooring	1.00	73.00	Rs. _____ /- (Rupees _____ Only)
		29	On completion of installation of doors	1.00	74.00	Rs. _____ /- (Rupees _____ Only)
		30	On completion of installation of window fittings	1.00	75.00	Rs. _____ /- (Rupees _____ Only)
		31	On completion of installation of sanitary fittings	1.25	76.25	Rs. _____ /- (Rupees _____ Only)
		32	On completion of staircase of the floor	1.25	77.50	Rs. _____ /- (Rupees _____ Only)
		33	On completion of lift wells of the floor	1.25	78.75	Rs. _____ /- (Rupees _____ Only)
		34	On completion of lobbies of the floor	1.25	80.00	Rs. _____ /- (Rupees _____ Only)
		35	On completion of external plumbing.	1.25	81.25	Rs. _____ /- (Rupees _____ Only)
		36	On completion of external plastering	1.25	82.50	Rs. _____ /- (Rupees _____ Only)

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

Maharashtra – 400 016

PAN NO.:- AAAFR8678K

		37	On completion of elevation floor.	1.25	83.75	Rs. _____ /- (Rupees _____ Only)
		38	On completion of Terrace slab with water proofing.	1.25	85.00	Rs. _____ /- (Rupees _____ Only)
		39	On completion of installation of lifts	2.50	87.50	Rs. _____ /- (Rupees _____ Only)
		40	On completion of installation of water pumps	2.50	90.00	Rs. _____ /- (Rupees _____ Only)
		41	On completion of installation of electrical fittings	2.50	92.50	Rs. _____ /- (Rupees _____ Only)
		42	On completion of the electro, mechanical and environment requirements	2.50	95.00	Rs. _____ /- (Rupees _____ Only)
		43	At the time of offer for handing over of the possession of the said Unit to the Purchaser/s.	5.00	100.00	Rs. _____ /- (Rupees _____ Only)
			Total	100.00		Rs. _____ /- (Rupees _____ Only)
<p>(The above payment milestone may not be same for all the customers, the same will change from customer to customer)</p> <p>The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.</p> <p>All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.</p>						
33	Annexure 5A	(Other Amounts Payable before DOP)				
		Sr. No	Particulars	Amount (In Rs.)		
		1	Charges towards formation and registration of the Society, along with applicable taxes.	Rs. _____ /- (Rupees _____ Only)		
		2	Deposit towards water, electricity, and other utility and services connection charges.	Rs. _____ /- (Rupees _____ Only)		

R R BUILDERS

REG. OFFICE :

14th Floor, Ruparel IRIS,

Senapati Bapat Marg,

Matunga Road (W),

Mumbai,

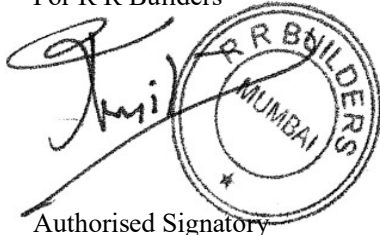
Maharashtra - 400 016

PAN NO.:- AAAFR8678K

		3	All legal costs, charges and expenses (taxes to be paid separately by the Purchaser at applicable rates).	Rs. _____/- (Rupees _____ Only)
		4	Membership fee with respect to the club house forming part of the said Project.	Rs. _____/- (Rupees _____ Only)
		5	An ad-hoc amount towards the outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities, which are common for the said Project.	Rs. _____/- (Rupees _____ Only)
		6	Pipe Gas Connection Charges	Rs. _____/- (Rupees _____ Only)
		7	Share application money and entrance fee of the Society.	Rs. _____/- (Rupees _____ Only)
		8	Proportionate share of municipal taxes and other charges/levies in respect of the Society (taxes to be paid separately by the Purchaser at applicable rates)	On pro-rata basis in proportion to all other allottees in the said Project.
		9	Ad hoc maintenance charges for 24 (Twenty-Four) months towards provisional monthly contribution towards outgoings of the Society (taxes to be paid separately by the Purchaser at applicable rates)	On pro-rata basis in proportion to all other allottees in the said Project.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

For R R Builders



Authorised Signatory