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Important instructions to the Allottee(s)

Prospective Allottee(s) an Apartment/Shop /Unit/Office /Commercial Space (the said "**Apartment**") is required to execute the Agreement for Sale in duplicate for each Apartment desired to be purchased. The Agreement for Sale sets forth in detail the terms and conditions of sale with respect to the said Apartment and should be read carefully by each Allottee(s). A draft Agreement for Sale with all its annexure is made available to all Allottee(s), so that he can read each and every clause thereof carefully and also understand the legal implications thereof, its/his/her rights, obligations and liabilities and the Developers/ Promoters /Seller's obligations and rights as set forth in the Agreement for Sale. As the Agreement for Sale is a legal document, it is suggested that the Allottee(s) should take advice of competent legal counsel / advocate to understand the provisions of the Agreement for Sale. The Allottee(s) shall, thereafter, if he/she so decides to enter into the Agreement for Sale, shall execute a proper Agreement for Sale in duplicate by making payments of all amounts due and payable as set forth in the Agreement for Sale. The Allottee(s) shall within Seven (7) days from the date of payment of holding amount enter into Agreement for Sale or withdraw from his/her request for holding of the Apartment, failing which request made by him/her/it for holding the Apartment/Apartment shall stand cancelled on expiry of a period of seven days from the date of such request without any notice or intimation to the Allottee(s) and holding amount paid by the Allottee(s) shall be refunded after adjusting mutually agreed liquidated damages. The Allottee(s) in such event shall have no right whatsoever in the said Apartment which was withheld by the Developers/Promoters at the request of the Allottee(s). The Developers/ Promoters /Sellers reserves their right to make inquiry regarding identification, financial and other information as it may so desire concerning any Allottee(s).. The Developers/ Promoters /Sellers reserves their right to reject and/or refuse to execute the Agreement for Sale as the case may, which shall not be challenged by the Allottee(s). In such an event entire amount paid as holding amount shall be refunded by Promoter.

Dated this _____ day of _____ 20_.

Apartment Allottee(s)

Signature

- 1) [*]
- 2)
- 3)
- 4)

I/We confirm that I/We have read and understood the above instructions and each and all clauses of the Agreement for Sale , its annexures etc. and have taken legal advice. I/We now execute the Agreement for Sale being fully conscious of my/our rights and obligations and the rights and authority of the Developers/ Promoters /Sellers and undertake to faithfully abide by all the terms and conditions of the Agreement for Sale.

DECLARATION

I/We [*], , , an adult Indian Inhabitant(s), residing at [*], do hereby state and declare on solemn affirmation that although I/we conduct my/our affairs and follow English language, I/We have read out and understood each and every terms and conditions of the above Agreement for Sale and all other documents which are required to be signed by me in support thereof, in my/our own language. I/We have understood my obligations and duties under the Agreement for Sale and I shall abide by the same at all times. I/We hereby acknowledge, confirm and declare that I/We have understood and agree to the terms and conditions of this Agreement for Sale and all other documents signed by me/us in support thereof.

Signature of the Allottee(s) Date:

[*]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (the **Agreement**) is made at Mumbai on this [*] day of [*]20[*].

BETWEEN:

HELICTITE RESIDENCY PRIVATE LIMITED, a company, registered under the Companies Act, 1956 and having its registered office at Raheja Chambers, Office NO. 317, 3rd floor, Free Press Marg, Nariman Point, Mumbai 400 021 hereinafter referred to as the "**Owner/Developer**", and **NHP REALTY LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 501-B, Symphony Premises CHSL, Nehru Road, Vile Parle (East), Mumbai 400057 hereinafter referred to as the "**Co-Promoter**" (the Owner/Developer and the Co-Promoter are hereinafter collectively known as the "**Promoter**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors- in- title and assigns) of the First Part:

A N D

[*] [*]

Residing at,
[*]

hereinafter referred to as "the Purchaser(s) or Allottee(s)" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of last of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in case of Hindu undivided family, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Karta and the member(s) for the time being of the said HUF, the survivor(s) of them and the legal representatives, executors, successors, administrators and the assigns of the last survivor) of the **SECOND PART**:

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WHEREAS:

- A. Akruti Co-operative Housing Society Limited ("Society")_ is seized and possessed of and otherwise well and sufficiently entitled to all that pieces and parcels of land admeasuring 411 square yards equivalent to 343.5 sq mts or thereabouts being Cadastral Survey No. 187 part Collectors new Nos. DA/2730 and D/2718 and new Survey No. 1A/7255(part) of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division, located at 23F Dongersi Road, Walkeshwar, Mumbai - 400006, ("hereinafter referred to as the said **"First Property"**"). On the said First Property, there was a building "Akruti" consisting of 2 basement + stilt + 7 habitable floors occupied by existing members ("**Members**") of the said Society. The existing building elements were beyond repairs and cost of repairing structural elements would be too high. In view thereof the structural auditor recommended to demolish the existing building and classify the same as C1 category. In furtherance of the report Brihanmumbai Mahanagarpalika has issued a notice under section 354 of Municipal Corporation Act to the society and instructed to demolish the entire existing building.
- B. Helictite Residency Private Limited ("**HRPL**") is seized and possessed or otherwise well and sufficiently entitled all that pieces and parcels of land admeasuring 849 square yards equivalent to 709.85 square meters or thereabouts of the property bearing Cadastral Survey No 186, New survey No 1A/7255 of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division located at 23D /23E / 23DE Dongersi Road, Walkeshwar, Mumbai – 400006 (hereinafter referred to as the said "**Second Property**"). On the said Second Property, various Structures were constructed in the year 1900 Standing and registered by Collector of Land revenue , and the same were occupied by tenants /occupants ("**Tenant(s)**" or "**Occupant(s)**"). The said Tenants of the said Second Property have consented to redevelop the said Second Property by HRPL and have vacated the structures on the said Second Property. The First Property and the Second Property collectively are hereinafter referred to as the said "**Entire Land**" which is more particularly described in **Schedule 1 Part A** hereinafter.
- C. Under an Agreement for Amalgamation and Reconstruction dated 11th September 2018 registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-3-7824/2018 executed by and between Akruti Co-operative Housing Society Limited through its duly authorised managing committee members , and the Reconstruction Committee therein referred to as Members of the Second Part and the Confirming Party/Landlord/Developer herein therein referred to as "**Owner/Contractor**" of the Third Part, the said Society with consent of the members granted and conferred upon the Confirming Party/Landlord/Developer the right to amalgamate the said First Property with the said Second Property and construct a new building on amalgamated land by re-accommodating the existing members of the Society by utilizing existing FSI potential of the said Entire land belonging to the Society for construction of new premises to be allotted to the said Members of the said First Property and utilise balance FSI for construction of permanent alternate accommodation for the said tenant/occupant of the said Second Property and sell/transfer the said

remaining constructed area to the purchasers in the said new building to be constructed. ,

- D. The Developers and the Confirming Party herein shall be developing, the said Entire Land as per the provisions of the Regulation 33(7) and other provisions of the Development Control and Promotion Regulations of 2034 ("**DCPR 2034**") with such modifications thereto which may be enacted from time to time for allotting such tenement free of cost to the tenants/ members of the Society in lieu of the tenants surrendering their respective tenanted premises and for constructing building(s) by using balance potential of the said Entire Property for sale in the open market.
- E. Pursuant to the Intimation of Disapproval No. CHE/CTY/4180/D/337(NEW)/IOD/1/New dated **13th November, 2019** issued by the Municipal Corporation of Greater Mumbai (" said "IOD") copy of which is annexed hereto and marked as **Annexure A**, the Developer took all the necessary steps for developing the said Entire Land for constructing the composite building for the benefit of the said Members of the First Property, providing Accommodation to the said members of the Second Property and constructing the free sale portion for sale in the open market.
- F. By a Joint Development Agreement dated **7th March, 2019** duly registered with the Joint Sub-Registrar, under Sr. No. **BBE 3 - 1660-2019** and entered into between the said M/s. **Helictite Residency Private Limited** of the one Part and M/s. **NHP Realty Ltd** of the other part the said M/s. **Helictite Residency Private Limited** and the said M/s **NHP Realty LLP** formed a Joint Venture with the exclusive object of developing the said Entire Land by consuming the maximum permissible FSI generated on the said Entire Land for construction of Residential Sale Building to be called "**SAMBHAV**" and to sell the premises so constructed therein on ownership or to give on lease / license basis on the terms and conditions contained therein. The Developer/Promoter has, on the basis of the FSI available as on date, prepared and submitted plans for saleable building "**SAMBHAV**" (hereinafter referred to as the " said **SAMBAHV**" or "said Building") to be constructed by the Developer/Promoter on the said [*] Plot.
- G. As per the provisions of DCPR 2034 and MHAD Act 1976, and as per the NOC received by HRPL from the MHADA and M.B. R & R Board, the Promoter will have to identify and handover surplus area as required to be surrendered over the M.B.R.& R Board, as amended from time to time.
- H. The said Entire Land in accordance with the said Master Layout is divided into 2 (Nos) of sub plots. Each of this Sub Plot Land is more particularly described in the **Schedule 1 Part B** written hereunder.
- i. The First Sub Plot Land which is more particularly described in **Schedule 1 Part B-1** is hereinafter referred to as the said "**Road Set Back Sub Plot Land**".
 - ii. The Second Sub Plot Land which is more particularly described in **Schedule 1 Part B-2** is hereinafter referred to as the said "**Sale Sub Plot Land**".
- I. Mr. Advocate Prabhakar S. Devadiga have certified that the Promoter's title to develop the said Entire Land is clear and marketable. The

certificate of title issued by Mr. Advocate Prabhakar S. Devadiga, dated 24th January, 2020 is hereto annexed and marked as "**Annexure B**". The title of the Promoter in respect of the said Sale Sub Plot Land described in the Schedule 1 Part B-3, hereunder written is clear, marketable and the Promoter herein has all the rights to deal with the Land described in the Schedule 1 Part B-3 hereunder written as they deem fit and proper.

- J. The Promoter will be constructing and handing over the Flats on the said Property more particularly described in Schedule 1 Part C hereto in accordance with the approved plans. The building shall be used for housing the said Tenants and said Members for the rehabilitation purposes and remaining Apartments shall be sold in the open market. The Promoter is desirous of selling the sale area Apartments in the said Building to the Allottee(s) herein.
- K. The Promoter is proposing to develop the said Sale Sub Plot Land by utilizing
- i. The maximum permissible FSI available in respect of the Tenant and Member Rehabilitation being carried on by the Promoter on the said Entire Land.
 - ii. The TDR/DRC (If any) allowed to be utilized on the said Entire Land.
 - iii. The FSI which may be available by amalgamation of any Land.
 - iv. Any further FSI which may be available to be utilized on the said Entire Land in future under any scheme proposed by the authorities by amending or modifying the existing DC Regulations or by providing for utilization of additional FSI under new DC Regulation which may be promulgated hereinafter.
- L. The Promoter proposes one residential building named as **SAMBHAV** (hereinafter referred to as the said "**SAMBHAV** ") on the said Sale Sub Plot Layout. The said **SAMBHAV** shall have [*] Basement(s)*, Ground /Podium(s), parking system up to [*] meters and [*] residential floors. The Promoter has proposed **SAMBHAV** which will be constructed on the said Sale Sub Plot Land. The Land on which the said **SAMBHAV** is being constructed is more particularly described in the written hereunder and is referred to as the said "**Building Land**" or as said "**Property**" annexed at "**Annexure-C**". The **SAMBHAV** shall be hereinafter referred to as the said "**Building**".
- M. By a letter bearing Serial No. [*] dated [*] the Executive Engineer, MCGM has granted commencement Certificate (C.C), to the Promoter. Hereto annexed and marked as **Annexure D**. The Allottee(s) is aware that the plans approved of the said Building as on the date of signing of this agreement are only for part of the total FSI proposed to be utilized and are therefore tentative and provisional in nature and shall undergo changes, save and except for the Apartment Proposed to be Allotted under this Agreement
- N. The Promoter has proposed the development of the said Sale Sub Plot Land in accordance with **Schedule 2 Part A**. The development quantum as per the approval as on **13th November 2019** is in accordance with **Schedule 2 Part B** is annexed at **Annexure E**. The Proposed Layout Plan proposing development of the said Sale Sub Plot Land in accordance with Schedule 2 Part A is annexed at **Annexure F**. The Allottee(s) is further made aware that the plans approved as on date is not for full

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development Potential as proposed by the Promoter as per Schedule 2 Part A; but is utilizing only partial FSI potential. The Allottee(s) confirms that the Promoter shall be entitled to utilize the full potential of the said Entire Land as Proposed by Promoter in Schedule 2 Part A, by consuming full FSI as available as on date as well as FSI which may become available in future under various regulations and schemes prescribed under Development Control Regulations in respect of the said Entire Land on the said Sale Sub Plot Land.

- O. The Promoter either by themselves or through other entities are entitled to acquire for the purpose of development contiguous, adjoining or adjacent Land and properties or amalgamate and enter into such arrangement or agreement as they may deem fit. The Promoter shall amalgamate such Land and properties/schemes with the said Entire Land including said Sale Sub Plot Land and/or sub-divide the same and/or include the same in the development envisaged in this Agreement for the said Entire Land including the said Sale Sub Plot Land in the manner deemed appropriate. In view thereof, references to the said Sale Sub Plot Land and/or the said Entire Land shall be deemed to include the contiguous, adjacent and adjoining Land and the Promoter shall be entitled to carry out construction thereon wherever the context so permits or require;
- P. The Allottee(s) is aware that the proposed construction on the Sale Sub Plot Land shall be of the full potential of the said Entire Land as described in Schedule 2 Part A, of this Agreement and has purchased the said Apartment considering the quantum of the construction and density of population which will arise out of utilization of the full potential of FSI as disclosed in Schedule 2 Part A of this Agreement. The Allottee(s) confirms, and has unconditionally and irrevocably given consent to the Promoter that he has agreed to purchase the said Apartment considering the development of the said Sale Sub Plot Land in accordance with details given in Schedule 2 Part A to this Agreement and has further confirmed that he has no objection to the construction of the full potential of the FSI available in respect of the said Entire Land as disclosed in Schedule 2 Part A of this Agreement and has expressly given informed consent to the Promoter as required under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules made thereunder (collectively referred as MOFA) and also under Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder (collectively referred to as RERA). The said consent is also for varying, amending, altering or modifying the plan of the said Building or construction of additional floor on the said Building, or construction of additional building(s) on the said Sale Sub Plot Land and/or the said Entire Land. The Allottee(s) is aware that the plans approved shall undergo changes, amendment, modification, alteration, variation, relocation, etc. in order to develop the said Entire Land including all the said Sale Sub Plot Land with the full FSI potential of the said Entire Land in accordance with the proposed development disclosed in the Schedule 2 Part A of this agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc in the Master Layout or in any of the Sub Plot Land(s). The

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Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to realign utility and service connections. The Allottee(s) has given his unconditional and informed consent in favour of the Promoter, under the provisions of MOFA and RERA for carrying out all or any of the aforesaid purposes. The Allottee(s) has made informed decision to purchase the said Apartment considering the aforesaid disclosure(s) made by the Promoter, and also based on the aforesaid irrevocable consent given to the Promoter.

- Q. The Promoter shall be entitled to construct additional podiums, revise internal roads, or parking lots or provide parking in basements or in stilt or in the podium(s) or in the open spaces, as the Promoter may deem fit from time to time and the Allottee(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA or RERA for carrying out all or any of the aforesaid purposes.
- R. The Promoter has accordingly commenced the construction of the said Building in accordance with the approved plans and sanctions by the Local Authorities.
- S. The Allottee(s) herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents relating to the said Sale Sub Plot Land as under.
- (i) Covenants affecting the said Sale Sub Plot Land hereto annexed and marked as **"Schedule 3 Part A"**.
- (ii) Impediments attached to the said Sale Sub Plot Land hereto annexed and marked as **"Schedule 3 Part B"**.
- (iii) Illegal encroachment on the said Sale Sub Plot Land hereto annexed and marked as **"Schedule 3 Part C"**.
- (iv) Permission (if any) required from any Government or Authority which affects the title to the Sale Sub Plot Land and details of all such required permissions obtained hereto annexed and marked as **"Schedule 3 Part D"**.
- (v) Number and Area occupied by Tenants/Occupants(if any) and how they are proposed to be settled so as to have clear possession of the said Building hereto annexed and marked as **"Schedule 3 Part E"**
- T. Number and Area occupied by Tenants/Occupants(if any) and how they are proposed to be settled so as to have clear possession of the said Building hereto annexed and marked as **"Schedule 3 Part E"**. The Allottee(s) herein has/have further demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents relating to the said Sale Sub Plot Land. The Allottee(s) hereby declares and confirms that before the execution of this Agreement, the Promoter has made full and complete disclosure of the title to said Sale Sub Plot Land. The Allottee(s) confirms and warrants that the Allottee(s) shall not further investigate or raise any queries or objections to and is/are fully satisfied with regard to the title of the Promoter to the said Sale Sub Plot Land and the competency of the Promoter to enter into this Agreement as are specified under the MOFA and RERA. The Allottee(s) agrees and confirms and warrants that the Allottee(s) is/are satisfied in all respects with regard to the title of the Promoter in respect of the said Sale Sub Plot Land including any right, title, interest or claim of any other party to

or in the said Sale Sub Plot Land as well as any encumbrances if any. The Allottee(s) has/have familiarized himself/herself/themselves with the proposed development of the said Entire Land and also of the Sale Sub Plot Land. The Allottee(s) have accepted designs and specifications prepared by the Architect of the Promoter.

- U. The Promoter is desirous of selling, transferring or otherwise disposing off Apartments, units, premises, shops, and other areas to be constructed on the said Sale Sub Plot Land as per the approvals and sanctions to be obtained from time to time;
- V. The Promoter proposes to develop the said Entire Land in accordance with Schedule 2 Part A in different Phase(s). Each of the Phases shall be an independent Real Estate Project as defined under RERA. The Promoter has till date registered following phases with Real Estate Regulatory Authority (RERA Authority) under the provisions of Real Estate(Regulation and Development) Act, 2016 :
- i.) The First Phase, being construction of **SAMBHAV** of the said **SAMBHAV** as shown in "**Schedule 1 Part C1**" vide registration no. [*] Authenticated copy of Registration Certificate is annexed and marked herewith as "**Annexure G-1**"
- ii.) Besides the Phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential as per "**Schedule 2 Part A**", as multiple phases, under RERA with the RERA Authority.
- iii.) It is agreed by the Allottee that no consent of Allottee(s) shall be required for constructing Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Land as the same is fully disclosed in Schedule 2 Part A of this Agreement.
- W. The Allottee(s) has / have agreed to acquire from the Promoter, Apartment No. [*] situated on the **FLOOR** [*] of the said building **SAMBHAV** admeasuring about [*] sq. mtrs of Carpet Area as per RERA (hereinafter referred to as '**said Apartment**') The said Apartment is shown hatched in red color on the floor plan thereof hereto annexed as "**Annexure H**" for the consideration and, on the terms and conditions as set out hereinafter. The said Apartment is attached with an area admeasuring [*] sq mtr as per RERA, in the form of flowerbed and/or utility spaces and/or deck and/or cupboard space and/or terrace and/or niche and/or elevation feature etc., (hereinafter referred to as the "**Attached Area to the said Apartment**"). As the Attached Area to the said Apartment, though for exclusive use and occupation by the Allottee(s) being free of FSI, it is not being charged to the Allottee(s) and the Purchase Consideration agreed to be paid under this Agreement doesn't include charges for the said Attached Area to the said Apartment and the said Purchase Consideration payable by Allottee(s) is only for the carpet area of the said Apartment;
- X. The Allottee has been allotted at no consideration & free of cost [*] number(s) of Car Parking Space(s) (hereinafter referred to as the said "**Car Parking Space(s)**"). The said Car Parking Space(s) to be allotted to the Allottee(s) shall be located in any one or more of the registered or to be registered phases of the Real Estate Project.
- Y. The said Apartment is situated in the [*] phase, registered under Registration Number [*] with RERA authorities.

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- Z. The Allottee(s) is/are aware of the fact that the Promoter have entered into or shall be entering into separate agreements with several other Allottee(s) and party(ies) in respect of the other Apartments and / or shops, along with Allotment to use Car Parking Space(s) (if any), in the said Building to be constructed on the said Building Land;
- AA. The Allottee(s) has/have carefully read and understood the contents and meanings of each of the Clauses and recitals of this Agreement, along with all the relevant information furnished by the Promoter and the Allottee(s) has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement;
- BB. The Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. THE RECITALS FORM PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form integral part of this Agreement and shall be read accordingly.

2. DEFINITIONS AND INTERPRETATIONS:

In this Agreement, the following expressions used herein shall have the following meaning:-

- 2.i **"Apartment/Flat"** shall mean Apartment No. [*] situated on [*] floor of the Building known as **SAMBHAV** as hatched in red colour on the Floor Plan being Annexure G hereto;
- 2.ii **"Attached Area"** to the said Apartment or **"Independent Area"** means the areas which is within or attached to an Apartment and is being allotted to the Allottee(s) of the Apartment for his/her exclusive use of that Apartment to the exclusion of other Apartment users and shall include area of dry balconies, cupboard, deck or, pocket terraces.
- 2.iii **"Building"** shall mean **SAMBHAV** being constructed on the said Building Land which comprises of Apartments / shops /units / Car Parking Space(s) in stilt or podium(s)* or Basement floor*.
- 2.iv **Building Common Areas And Building Common Facilities:-**
The **Building Common Areas and Building Common Facilities** shall mean such areas for the general use, convenience, and benefit of all Unit owners of the said Building (except Car Parking Space(s), attached areas or independent areas, and utility areas) and shall include.
- a) Entrance Hall
 - b) Stilts
 - c) Staircases
 - d) Lift
 - e) Terraces other than which are allotted specifically to any Apartment.
 - f) Refuge Floor Areas.
 - g) Service Floor.
 - h) Common Passages on the ground floor as well as each floor of the building.
 - i) Landing in front of stairs on the floor on which the particular Apartment is located, as a mere access to the Apartment but not for the

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purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Apartments on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.

- j) Society Office for the said Building (if provided)
- k) Gymnasium* (if provided)
- l) Security Cabin for Building* (if provided).
- m) R.C.C. underground and overhead tanks with two pumps of approved capacity and make;
- n) Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the said Building.
- o) Paving around the building as per the Rules of Municipal Corporation, excluding the parking spaces allotted by the Promoter;
- p) Compound lights or street lights;
- q) Generator installed for common areas & services (if any);
- r) The installation of central services such as electricity, water, tanks/pumps, motors, ducts & in general, all apparatus and all installation fittings and fixtures which may be provided for common use;
- s) All other parts of the said Building Land necessary or convenient to its existence, maintenance & safety or normally in common use (unless included in Building Common Areas and Building Common Facilities).

2.v **"Carpet Area"** of the said Apartment shall mean [*] sq.mts. of carpet area which means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment and the attached area of the Apartment, measured as per RERA.

2.vi **"Car Parking Space"** shall mean an enclosed or covered or open area which is sufficient in size to park mid-size Light Motor Vehicle and may be open to sky or under the stilt or on Podium(s) or in the Basement(s) or in an independent Car Parking Tower. The Car Parking Space would in Mechanical/Robotic car parking system. In case of mechanical/Robotic Car Parking deck or stack system there would be multiple parking slots one above another in each of the Car Parking Space(s).

2.vii **"Compulsory Open Space"** means the minimum open space approved to be kept for construction of Building(s) by the Planning Authority under Development Control Regulation or under any Law.

2.viii **"Common Organization"** shall mean a Society under the Maharashtra Co-operative Housing Societies Act 1960 or a Company under the Companies Act, 1956 or a Condominium under the Maharashtra Ownership Flat Act, 1970 or, any other entity permissible, formed or to be formed by Promoter, amongst the Allottee(s) of the Apartment/units in the said Building. Common Organization shall independently maintain and control administration in respect of each of the building(s) or wing(s) for which they are formed. Common Organization shall become member of Federation.

2.ix **"Completion Date of various Amenities of the Layout"** to be provided under this agreement shall be as per **Schedule 4 Part A**. The aforesaid Completion date(s) in respect of each of the Amenity shall be extended as permissible under this Agreement including for reason of Force majeure.

- 2.x **"Dates on which use of Car Parking Space(s)"** shall be made available to Allottee(s), shall be as per **Schedule 4 Part B-**
- 2.xi **"DCPR 2034"** Shall mean Development Control and Promotion Regulation 2034.
- 2.xii **"Force Majeure"** shall have the meaning as set out in clause 36 herein.
- 2.xiii **"FSI"** shall mean Floor Space Index and includes FSI, FAR, DR & TDR-FSI, Fungible FSI, floating FSI, Heritage FSI, incentive FSI or any other form of FSI as may be permissible under the Development Control Regulations and/or any other acts as may be applicable from time to time.
- 2.xiv **"Land Owner"** is HELICTITE RESIDENCY PRIVATE LIMITED and the Akruti Co-op Housing Society.
- 2.xv **"Maintenance Charges"** shall mean such contribution and or compensation (excluding Municipal taxes or any other taxes (direct or indirect) (present or future) (prospective or retrospective) as may be decided by the Common Organization (*as defined in the Agreement*) or the Promoter (if the Building is not handed over to the Common Organization) from time to time for the general maintenance of the said Building and said Property to be paid in advance on or before 5th day of the month by the Allottee(s).
- 2.xvi **"MHADA"** shall mean Maharashtra Housing and Area Development Authority, formed by the Maharashtra Housing and Area Development Act, 1976.
- 2.xvii **"Municipal Corporation"** or **"MCGM"** or Local Authority shall mean Municipal Corporation of Greater Mumbai.
- 2.xviii **"Open Space"** means an area forming an integral part of Sale Sub Plot Layout/Master Layout and left open to the sky and shall include area on top of the Basement(s) or top of the Podium.
- 2.xix **"Planning Authority"** means the Authority which sanctions the Layout Plan and Building Plan i.e. Municipal Corporation of Greater Mumbai (MCGM) or MHADA as the case may be.
- 2.xx **"Possession Date of the said Apartment"** shall mean the date on which intimation to take possession of the said Apartment is given to Allottee(s) by Promoter i.e 31st December, 2027 or such extended date as permissible under this agreement including for reasons of force majeure.
- 2.xxi **"Possession"** of the said Sale Sub Plot Land shall mean on 31st December, 2027 or such extended date due to conditions mentioned in this agreement or force majeure being the date on which the sub plot shall be handed over to the federation.
- 2.xxii **"Promoter"** shall mean and include Developer and Joint Developer
- 2.xxiii **"Real Estate Project"** shall mean First phase registered vide registration no [*] with RERA Authority:-
- 2.xxiv **"Sale Sub Plot Common Areas and Sale Sub Plot Common facilities"** for Sale Sub Plot Layout in respect of the Sale Sub Plot Land means the areas, amenities and facilities intended for common use of Apartment owners in Sale Sub Plot Layout (excluding Car Parking Space(s) or garages) and includes.
- a) Path, Pathways, alleyways
 - b) Security office for the Sale Sub Plot Layout.
 - c) Common Organization /Federation office for Sale Sub Plot Layout.
 - d) Club House /Gym/ Multi-purpose room in Sale Sub Plot Layout * (if provided)
 - e) Street lights.

- f) Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the Sale Sub Plot Layout.
 - g) Electrical Receiving Stations and/or Sub Stations in Sale Sub Plot Layout.
 - h) Sale Sub Plot Layout Underground and/or overhead water tanks
- 2.xxv **"Sale Sub Plot Common Basement(s)/Podium(s)/ for Car Parking and/or other services"** for sale Sub plot Layout in respect of the Sale Sub Plot Land means the Basement(s) and the Podium(s) which is single and homogenous structure and which is common and continuous for the entire Sale Sub Plot Land, but constructed in Part(s) and or in multiple stages and finally integrated to be utilized for the purpose of providing Car Parking Space(s) and/or other common services for every Building(s) and/or wing(s) being constructed on the said Sale Sub Plot Land.
- 2.xxvi **"Taxes on Sale or Transfer of Apartment"** shall mean any tax cess or duty payable by the Allottee(s) by way of GST, Value Added Tax (VAT), Sales tax, Service Tax, Labour Welfare Cess, TDS, contract sales tax, works contract tax, etc levied on Sale or Transfer of Apartment. .
- 2.xxvii **"Taxes levied by Local Authority or Planning Authority"** shall mean any tax, premium, cess, duties or charges payable to Planning Authority or Local Authority in respect of said building or said Sale Sub Plot Land or said Apartment, including but not limited to Development Charges, betterment charges, Assessment tax, water tax, sewerage tax, education cess, etc.
- 2.xxviii **"TDR"** shall mean Transferable Development Rights.
- 2.xxix **"Two Wheeler Parking Space(s)"** shall mean an enclosed or unenclosed, covered or open space(s), which is sufficient in size to park two wheeler and which may be open to sky or under the stilt or on podium(s) or in the Basement(s).
- 2.xxx **"Utility Area"** means, flower beds, niches, elevation boxes, open spaces and the like within or attached to an Apartment.
3. **RULES FOR INTERPRETATION**
- In this Agreement where the context admits:-
- 3.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- 3.1.1 Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - 3.1.2 All statutory instruments or orders made pursuant to a statutory provision; and
 - 3.1.3 Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
 - 3.1.4 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
 - 3.1.5 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
 - 3.1.6 Any reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
 - 3.1.7 He means she, they or it,(as may be appropriate).
 - 3.1.8 The words "include" and "including" are to be construed without limitation.
 - 3.1.9 " * " indicates that the said phrase or facility is applicable, only if provided.

4. **SALE AND PURCHASE OF APARTMENT AND PAYMENT OF PURCHASE CONSIDERATION**

4.1 Upon satisfaction of the title of the Promoter, the Allottee(s) is/are desirous of purchasing and acquiring from the Promoter, on what is commonly known as 'ownership basis', an Apartment bearing No. [*] on the [*] floor of the said building known as **SAMBHAV** having Carpet area of [*]sq. mtrs. Under RERA and [*]sq.mts. of carpet area under MOFA (hereinafter referred to as the said Apartment) situated on the said Building Land together with use and exclusive possession of said Attached Area to the said Apartment for the Purchase Consideration and on the terms and conditions herein contained. The Attached Area to the said Apartment is admeasuring [*] sq. mtrs. Attached Area as per RERA & [*] sq.mts. Attached area as per MOFA to the said Apartment being free of FSI, is not charged to the Allottee(s) and the Purchase Consideration agreed to be paid under this agreement is only for the carpet area of the said Apartment and not for the Attached Area to the said Apartment. The said Apartment is shown hatched in red colour on the floor plan thereof hereto annexed as Annexure G.-

4.1.1 The Promoter, having agreed to sell and the Allottee(s) having agreed to purchase the said Apartment, the Allottee(s) shall pay to the Promoter an aggregate sum of **Rs. [*]/- (RUPEES [*] ONLY)** being the total Purchase Consideration (hereinafter referred to as the "**Purchase Consideration**") which is aggregate of the Purchase Consideration for the said Apartment calculated only on the basis of the Carpet Area of the said Apartment. The Purchase Consideration is excluding taxes on sale or transfer of Apartment. It is clarified that the amount of Purchase Consideration agreed by the parties herein is only in respect of Carpet Area of the said Apartment. Neither the Attached Area to the Apartment nor the Car Parking Space(s) is charged or included while calculating the Purchase Consideration. The Purchase Consideration shall be payable by the Allottee(s) to the Promoter in the manner more particularly setout in "**Schedule 5**" hereto.

4.1.2 Payment by Allotte(s) to the Promoter on respective due date of entire Purchase Consideration and any other amounts payable under this agreement, is the essence of the contract.

4.1.3 The Allottee(s) has paid on or before execution of this agreement a sum of **Rs. [*]/- (RUPEES [*]ONLY)** as advance payment or application money and hereby agrees to pay to that Promoter the balance amount of **Rs. [*]/- (RUPEES [*]ONLY)** to the Promoter in the manner more particularly setout in **Schedule 5** hereto, time being the essence of the contract.

4.1.4 The Allottee(s) agrees to pay to the Promoter interest as specified in RERA, on all the delayed payments which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date said Amount is payable to the date on which the payment is made by the Allottee(s) to Promoter.

4.1.5 It is agreed that if in any discussion or negotiations or any time hereafter, words "Saleable Area" or "Chargeable Area" are used, they are just to indicate the area which is used as traditional practice in the traditional market. Irrespective of above, it is always understood and agreed by and between the parties that the consideration agreed between the parties is always and only in respect of carpet area of the said Apartment.

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- 4.2 The Carpet Area of the said Apartment may vary on lower side by 3% of the Carpet Area, as a result of physical variations of column offsets, tiling, ledges, plaster, skirting and structural members. It is agreed between the parties that the carpet area as mentioned anywhere in this agreement shall always be considered as varied on lower side by 3%. The total aggregate value or price of the said Apartment is always for carpet area as mentioned in this agreement, reduced by 3% due to physical variations as aforesaid.
- 4.3 The Allottee(s) shall measure the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the Local Authority, and shall notify to the Promoter details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit under clause 4.2 hereinabove then Promoter of the area notified by Allottee(s) shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan and which amount shall be paid by Allottee(s) within 45 days of such demand being raised. All these monetary adjustments shall be made at the rate per square meter calculated as per Purchase Consideration as agreed in Clause 4.1 of this Agreement.
- 4.4.1 It is agreed by the Allottee(s) that where ever the payment is on the basis of achieving certain milestones of work, then the letter from the Promoter, stating that Architect of the Project has certified that the particular milestone is achieved by the Promoter, shall be sufficient for the amount to become due and payable from the Allottee(s) to the Promoter. The Allottee(s) shall not be entitled to make or demand any other proof of the milestone being achieved or cannot delay the payment of the amount due, for any reason whatsoever.
- 4.4.2 It is further agreed that for the amount which becomes due and payable by Allottee(s) on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee(s), the amount shall become payable by Allottee(s) on the date on which such milestone is actually achieved. The Promoter shall be entitled to construct the said building faster and complete it earlier than what is disclosed as the proposed schedule of progress.
- 4.5 The Promoter may allow, in its sole discretion, a rebate for early payments of any installments payable by the Allottee by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not be subject to any revision/withdrawal, once agreed by the parties herein.
- 4.6 The Promoter herein has specifically informed the Allottee(s) and the Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee(s), the Allottee(s) shall punctually pay all amounts payable towards Purchase Consideration along with all taxes payable on sale or transfer of the said Apartment and shall not withhold the same for any reason whatsoever.

- 4.7.1 The Allottee(s) shall make payment towards the booking and Purchase Consideration amount(s) into the Account, bearing No. [*] with [*] Bank, Mumbai.
- 4.7.2 In accordance with the Real Estate Regulation & Development Act, 2016, Seventy Percent of the amount realized from the Allottee(s) shall be deposited in separate account and it shall be utilized towards the cost of construction and cost of Land as provided under RERA. The Promoter has opened such separate account which is bearing number 50231010012601 of the Syndicate bank.
- 4.7.3 The Promoter herein has specifically informed to the Allottee(s) that the Promoter has not taken any loan from any Bank, for the purpose of implementation and construction in respect of the said Project.
- 4.7.4 The Promoter covenants that the payment of Purchase Consideration or part thereof in accordance with the terms hereof, by the Allottee(s) to the Promoter or to the Bank / Financial Institutions, shall be a valid payment of Purchase Consideration or part thereof.
- 4.8 It is further agreed that the Promoter shall be entitled to obtain Part Occupation Certificate (OC) for any Apartment or any floor or any part of the said building as may be completed and such Apartment or the floor or such area for which OC is obtained shall be offered for possession to the respective Allottee(s) of such Apartment. On obtaining occupation certificate for such Apartment or floor or area the Promoter shall be entitled to withdraw the balance amount lying in aforesaid separate account (if any) with respect to such Apartments for which occupation is obtained.
- 4.9 It is agreed by the Allottee(s) that Promoter shall be entitled to obtain Occupation Certificate (OC) for any Apartment or any floor or any part of the said Building(s)/Wing as may be completed and if the Apartment of Allottee(s) is the one for which such partial OC is obtained, then Allottee(s) shall pay full consideration amount of the said Apartment irrespective of the fact that the work of entire building or wing of a building or wing of a building is not completed or irrespective of the payment schedule mentioned in Schedule 5 as per this Agreement.
- 4.9.1 Any escalations/increases, due to increase of taxes levied by Local Authority or Planning Authority shall be payable by Allottee(s) in addition to Purchase Consideration. The Promoter agrees that while raising a demand on the Allottee for increase in taxes levied by Local Authority or Planning Authority, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 4.10.1 Any tax on Sale or transfer of said Apartment arising out of transaction as contemplated herein shall be borne and paid by Allottee(s). Such payment can be directly paid by Allottee(s) or shall be paid to Promoter within Seven(7) days of demand raised by Promoter.
- 4.10.2 The Allottee(s) agrees that the Purchase Consideration, taxes on sale and transfer of said Apartment, tax levied by Local Authority or Planning Authority maintenance charges, outgoings and any other amount payable under this agreement by the Allottee(s) to the Promoter are required to be paid on respective due dates time being as of the essence of the contract and any default by the Allottee(s) in this regard shall entitle the Promoter to terminate this agreement and refund the amount or amounts paid by the

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Allottee(s) to the Promoter towards Purchase Consideration after deducting mutually agreed liquidated damages or to enforce default remedies as set out hereunder in this Agreement. In the event the Promoter terminates this agreement and if Possession of the Apartment has been handed over to the Allottee(s), then the Allottee(s) will be liable to quit, vacate and deliver quiet and peaceful possession of the said premises to the Promoter or the person claiming to them without encumbrances and the Allottee(s) agree not to raise any dispute or difference or objections in that behalf.

- 4.11 The Allottee(s) have agreed that the amounts paid or becoming payable to the Promoter by the Allottee(s) under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this agreement.
- 4.12 The Promoter shall not be liable to render any account to the Allottee(s), for any amount received by Promoter except for those amounts for which MOFA or RERA requires rendering account to the common organization or Federation as the case may be.
- 4.13 Any payments by the Allottee(s) shall first be adjusted towards interest payable and any other due from the Allottee(s) and the balance, if any, shall be adjusted against the payment which is due against the Purchase Consideration. In case of delay in payment of any amounts as specified above, the Allottee(s) shall be liable to pay additional charges of Rs. 5000/- per installment towards administration charges. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by the Allottee(s) under any head(s) and in any order as the Promoter may deem fit and proper against any outstanding dues of the Allottee(s) under this Agreement.
- 4.14 In the event that any of the cheques given by the Allottee(s) to the Promoter towards any installment of the Purchase Consideration, or taxes or outgoings and any other dues payable to the Promoter, is not encashed or the cheque is returned unpaid or is dishonored, then it will be an event of default by an Allottee(s)

5 DECLARATION OF SOURCE OF PAYMENTS

- 5.1 The Allottee(s) declares and confirms that all the payments under this Agreement made by Allottee(s) shall always be from the bank account of the Allottee(s)/Joint Allottee(s) only. In the event of any payment being made by the Allottee(s), from any other persons account (excluding Joint Allottee(s)) then the same shall be deemed to have been made by such other person at the request and behest of the Allottee(s)/Joint Allottee(s). It is agreed between the parties hereto that any payment made by any person other than the Allottee(s) will not create any right, title or interest in the said Apartment in favour of such other person.
- 5.2 The Promoter herein has specifically informed the Allottee(s) that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee(s) to the Promoter, the Allottee(s) shall be liable to provide the source of the amount paid by the Allottee(s) to the satisfaction of such authorities or an agency. The Allottee(s) hereby indemnifies the Promoter and continue to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any

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other statutory authorities for any amount paid by the Allottee either from his own account or made through third party.

- 5.3 In the event the Allottee(s) is not able to satisfy the statutory Authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the Apartment or exercise the option to terminate the Agreement for Sale.
- 5.4 In the event of the termination of this Agreement at the option of the Promoter for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Allottee or Statutory Authority by the Promoter subject to any terms and conditions of any order issued by any of the statutory authorities or agency.
- 5.5 It is expressly agreed that upon such termination by the Promoter, the Allottee(s) shall have no right, title, interest, demand, claim or lien over the said Apartment and the Car Parking Space(s) in any manner whatsoever.

6. **ALLOTTEE(S) FINANCING CONTINGENCY**

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s) obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Apartment or any reason whatsoever. The Allottee(s) hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under this Agreement in case bank/financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever. Further, in the event that the Allottee(s) obtains a loan after execution of this Agreement against the security of the said Apartment, then it shall be solely the Allottee(s) responsibility to satisfy any charge/lien in respect of the said Apartment and the Promoter shall not be liable in any form or manner whatsoever. It is clarified that in the event, the Allottee(s) defaults in its payment obligation to such lender, the rights of such lender shall be subject to the first charge of the Promoter on the said Apartment for the entire Purchase Consideration, tax on sale and transfer of said Apartment or, maintenance charges, outgoings and all other amounts payable by the Allottee(s) under this Agreement. Further, in the event that this Agreement is cancelled at any time, then the Allottee(s) shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Apartment which may be in their possession. The Allottee(s) shall inform and give proper notice to the Common Organization as and when formed, about the said Apartment being so mortgaged and the Promoter shall not be under any obligation to provide such intimation in any manner whatsoever.

7. **FIXTURES AND FITTINGS IN THE APARTMENT**

- 7.1 The said Apartment shall contain fittings and fixtures, details of which are given in the "**Annexure H**" hereto. The Allottee(s) accepts that finishing and fixtures as provided in sample Apartment are only for show purpose and are

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not what are proposed to be provided by Promoter with the Apartment. The Allottee(s) has been expressly informed that none of the fittings and fixtures displayed in show Apartment at site are being provided in the said Apartment. The Allottee(s) will only be provided in the said Apartment, fittings and fixtures as per the details given in the Annexure H hereto.

- 7.2 The price range or brand of the equipments to be provided in the building and fixtures and fittings with regard to the flooring and sanitary fittings-to be provided in the said Apartment by the Promoter are as set out in "**Annexure I**", hereto

8. CAR PARKING SPACE

- 8.1(A) [*] No. of Tandem Car Parking Space(s) shall be Allotted to Allottee(s) at no consideration and free of cost upon receipt of full consideration amount are as follows:-

(i) Basement(s)

a) [*] level of Basement;

b) [*] level of Basement;

(ii) Podium(s)

a) [*] level of Podium;

b) [*] level of Podium;

(iii) [*] on the Stilt level

and/or

(iv) [*] in open spaces, (not being compulsory open space under DCR) being situated within the said Sale Sub Plot Land.

- 8.1 (B) [*] No. of Single Car Parking Space(s) shall be Allotted to Allottee(s) at no consideration and free of cost upon receipt of full consideration amount are as follows:-

(i) Basement(s)

a) [*] level of Basement;

b) [*] level of Basement;

(ii) Podium(s)

a) [*] level of Podium;

b) [*] level of Podium;

(iii) [*] on the Stilt level

and/or

(iv) [*] in open spaces, (not being compulsory open space under DCR) being situated within the said Sale Sub Plot Land.

- 8.2 The Allottee(s) confirm that no consideration and/or any additional charges or cost has been and/or shall be paid to the Promoters for allotment of Car Parks Space(s) as per clause 8.1 above

- 8.3 The Car Parking Space(s) which are situated in Robotic /Mechanical /Stack /Deck/ Car Parking system in Basement(s)/Podium(s) /Independent structure (hereinafter referred to as "**Parking System**") shall be Allotted to the Allottee(s). The Allottee(s) shall be provided with one Parking pass on yearly basis for each Car Parking Space(s) Allotted in Parking System. Each Parking Pass shall be issued for specific and identified one car. In case of change in identified Car to be parked in the Parking system, the Allottee(s) shall surrender the Old Parking Pass and get a new Parking Pass issued for the new car. The Allottee(s) shall be required to pay monthly charges to park the

car in said Parking System as may be prescribed by the Promoter/Common Organization/Federation from time to time. Only the cars having the car parking pass shall be allowed to enter into the building and said Parking System for parking purpose. The Allottee(s) agrees and confirms that if at any time, allotment of Car Parking Space(s) allotted as permissible under provision of RERA is held to be contrary to provision of MOFA, then in such a case the Car Parking Space(s) shall be construed to be given on an irrevocable license in perpetuity which shall be freely transferable and heritable along with the said Apartment in accordance with terms and conditions contained in Annexure "J" and the Allottee(s) shall not claim any compensation, expenses, damages etc. of whatsoever nature in this regard from the Promoter. The Allottee(s) further agrees and confirms that all the terms and conditions of the Agreement for Sale shall remain valid and subsisting irrespective of the fact that the allotment of Car Parking Space(s) under this Agreement being held in contravention of provisions of MOFA. The Allottee(s) further agrees and confirms that since the Promoter has agreed for allotment of car parking space upon the request of the Allottee(s), is part of common area and specific allotment of Car parking Space(s) as per Clause 8.1 is made to ensure peaceful and orderly parking arrangement amongst all Allottee(s). The Allottee(s) shall not seek specific performance of the said clauses related to allotment of car parking space(s) for any reason whatsoever in the event such allotment of car parking is held to be contrary to law.

8.4 The Allottee(s) hereby confirms warrants and undertakes to use the Car Parking Space(s) so Allotted to him are for the purpose of parking of mid sized Light Motor Vehicle. The Promoter shall not be responsible or liable, in case the Allottee's car does not fit into the Car Parking Space(s)

8.5 It is agreed by the Allottee(s) that

- i.) The benefits of the use of the said Car Parking Space(s) by the Allottee(s) shall always be attached to the user of the said Apartment agreed to be sold herein and that the same cannot be dealt with independently in any manner whatsoever.
- ii.) The said Car Parking Space(s) shall be utilized for parking the Allottee(s) own light motor vehicle only and shall not be used for parking of any other persons vehicle or for, any other purpose whatsoever.
- iii.) The allotment of Car Parking Space(s) is not an arrangement for custody of Vehicle by the Promoter/Common Organization/Federation. The parking arrangement does not include any security or any liability on the part of Promoter/Common Organization/Federation, related to any damage to the vehicle and/or anything inside it or on it..
- iv.) The driver driving the car must follow instructions concerning moving the vehicle in or out from parking area, so that the traffic flow in and out of the parking area and connecting driveway is not obstructed and safety is not compromised.
- v.) The Allottee(s) undertakes not to sell /transfer/provide on sub license basis or deal with said Car Parking Space(s) without the prior written consent of the Promoter or of the Common Organizations or of the Federation, as the case may be. The Allotment to be granted in respect of such Car Parking Space(s) to the Allottee(s) shall automatically stand cancelled/revoked in the event of cancellation or termination of this Agreement or, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement.

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- 8.6 It is hereby further agreed by the Allottee(s) that in the event the Allottee(s) intends to sell the said Apartment to any person or party then the Promoter or common organization or federation shall transfer the said Car Parking Space(s) to such intending Allottee(s) on payment of administrative charges to the Promoter or common organization or federation as the case may be which shall not exceed Rs.10,000/- per Car Parking Space for transfer of said Car Parking Space(s).
- 8.7 The Allottee(s) is aware that the Promoter has in the like manner allotted the Car Parking Space(s) and shall be allotting other Car Parking Space(s) to several Allottee(s) of the Apartments of the various buildings constructed on the said Sale Sub Plot Land and undertakes not to raise any objection in that regard. The Allottee(s) hereby accords his irrevocable, informed and unconditional consent to the Promoter for allotting the balance other Car Parking Space(s) to other Allottee(s) of their respective Apartments in the said Building, or in any of the Building(s) constructed or to be constructed.
- 8.8 The Allottee(s) is aware that the Promoter is constructing / has constructed multiple Basement(s) and Podium(s) or independent structure for the purpose of providing Car Parking Space(s), including within Parking System (if Provided). The said multiple Basement(s)/Podium(s) are spread across the entire Sale Sub Plot Land and shall be common and continuous for the said Sale Sub Plot Land. 8.9 The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall upon formation of the Federation/Common Organization and/or Conveyance, as contemplated herein, cause such Common Organization/Federation to confirm and ratify allocation of Car Parking Space(s) by the Promoter to various Allottee(s). The Allottee(s) shall not and/or shall cause Common Organization / Federation not to alter or change the allocation of Car Parking Space(s) in the manner allocated by the Promoter to the various Allottee(s) of the Apartments in the various buildings constructed on the said Sale Sub Plot Land.
- 8.10 It is expressly agreed between the parties that if there is any balance Car Parking Space(s), which are not Allotted to any Allottee(s) within the Sale Sub Plot Land, the Promoter/ Common Organisation/Federation shall be entitled to collect Car Parking Charges from all the visitors of the Allottee(s), and appropriate the same for their own use and benefit.
- 8.11 Any unauthorized usage of Allotted Car Parking Space(s) shall result into termination of allotment of Car Parking Space(s). The Promoter or the Common Organization/Federation shall not be required to issue any notice for the same

9. POSSESSION

9.1 CONDITION PRECEDENT TO POSSESSION OF THE SAID APARTMENT.

Under no circumstances, the Allottee(s) shall be entitled to get possession of the said Apartment without first paying to the Promoter all the amounts due under this Agreement, including interest, taxes etc, The Allottee(s) shall also submit requisite certificate of TDS paid and all other charges as mentioned herein due thereon.

9.2 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT.

- 9.2.1 The Promoter shall give possession of the said Apartment to the Allottee(s) on or before the possession date mentioned in this Agreement on receipt of Part Occupation Certificate and Occupation Certificate in respect of the said

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Apartment, subject to reasons of force majeure or availability of building materials or other relevant factors, if any, beyond the control of the Promoter.

- 9.2.2 If more than 20% of the Allottee(s) fails to pay in time the installments of payment of their respective Apartment along with other charges and dues in accordance with the said schedule of payments as Schedule 5 or as per the demands raised by the Promoter from time to time or any failure on the part of the Allottee(s) to abide by all or any of the terms or conditions of this Agreement, then date of possession shall deemed to be extended by the period during which installments of payments by more than 20% of Allottee(s) remained unpaid.
- 9.3.1 The Promoter shall endeavor to handover Car Parking Space(s) for use of Allottee(s) as per the dates mentioned in Schedule 4 Part B. It is agreed between the parties that on the date on which Possession of Apartment is being handed over to Allottee(s), the Parking Space(s) that are allotted to Allottee(s) may not be ready or fit for use. The Allottee(s) shall not raise any objection or refuse to take possession of Apartment due to non-availability of Car Parking Space(s). The Promoter may provide, if available, one car parking space per Apartment on temporary basis, till the time the parking space proposed to be Allotted to Allottee(s) are ready for parking of car
- 9.3.2 On Parking Space(s) Allotted to allottee(s), being ready for use, any temporary parking space, allowed to be used by Allottee(s) shall be forthwith vacated by Allottee(s).
- 9.3.3 The maintenance charges and local taxes allocated to such temporary Car Parking Space(s) or Permanent Parking Space(s) shall be paid by the Allottee(s).
- 9.4 The Promoter has informed to the Allottee(s) the Building Common Areas and Building Common Facilities attached to the said Building Land, and time schedule of completion for connection of Municipal services such as sewerage, water supply, electricity, drainage and the like as applicable is given as **Schedule 4 Part C** to this agreement.
- 9.5 The Promoter has informed the Allottee(s) of the time schedule of completion of Amenities Proposed to be Provided in the said Sale Sub Plot Land, and which is given as Schedule 4 Part A to this agreement. The Promoter shall be entitled to change the same for reasons of force majeure.
- 9.6 **Procedure for taking Possession.**
- 9.6.1 The Allottee(s) shall be liable to pay electrical bills raised by Power Supply Company, and bills in respect of all other services raised by the service provider and maintenance charges, etc from the date of receipt of intimation from the Promoter that the said Apartment is ready for occupation by the Allottee(s).
- 9.6.2 The Promoter upon obtaining certificate for occupation and use from the Planning authority(ies) shall offer in writing to the Allottee(s) to take over, occupy and use the said Apartment and pay balance Consideration amount or any other amount due and payable under this agreement, in terms of this Agreement within (7) seven days from the date of issue of such offer and the Promoter shall handover possession the said Apartment to the Allottee(s) for his/her/their occupation and use subject to the Allottee(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all

provisions, formalities, documentation etc. as may be prescribed by the Promoter in this regard.

9.6.3 The Promoter may agree to permit, (subject to the Allottee(s) having fulfilled all his/her/its obligations under this Agreement, and having paid full Purchase Consideration amount, alongwith tax on sales and transfer of the said Apartment and maintenance charges, outgoings and any other amount payable) entry to the Allottee(s) to the said Apartment for carrying out interior works if such entry is desired by the Allottee(s) prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as or in no way entitle the Allottee(s) to have any right, interest or title of any nature whatsoever in respect of the said Apartment. During this period the Allottee(s) undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Apartment from the concerned authorities. The Allottee(s) undertakes not to cause any damage to the said Building while carrying out the interior works of the said Apartment and in the event any such damage is caused, the Allottee(s) agrees to reimburse the Promoter the costs of rectification thereof. The Allottee(s) further agrees to pay to the Promoter Security Deposit to be adjusted towards the actual cost of electricity, water, Debris removal and other direct expenses incurred by the Promoter on account of the Allottee(s) during the period of interior works being done by the Allottee(s). Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood and agreed between the Parties that other charges and payments payable in respect of the said Apartment shall continue unabated irrespective of whether the permission for carrying out interior works of the said Apartment is not granted by the Promoter.

9.6.4 The Allottee(s) also agrees to point out in writing any defects in construction (other than Structural Defects) within one month of the possession. If the Allottee(s) points out in writing any defect in construction(other than Structural Defects), then such defect shall be rectified by the Promoter. In case of leakage from wall due to monsoon, same shall be rectified by the Promoter within one month of the completion of first monsoon after the date of Possession. Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of possession.

9.6.5 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated then, such defect shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

9.7 Failure of Allottee(s) to take Possession.

9.7.1 Upon receiving a written intimation from the Promoter as indicated above, the Allottee(s) shall within 7 days of receipt of such letter or within the time stipulated by the Promoter in the letter, take over possession of the said Apartment from the Promoter, after payment by the Allottee(s) of all the dues under this Agreement failing which, the Promoter shall have the option to cancel this Agreement and avail the remedies as stipulated in this Agreement. The Promoter may, without prejudice to its rights under this Agreement and at their sole discretion, decide to condone the delay by the

Allottee(s) in taking over the said Apartment in the manner as stated in this Clause on the condition that the Allottee(s) shall pay to the Promoter compensations at the rate of Rs.50/-(Rupees Fifty only) per sq. mt. of the Carpet Area of the said Apartment per month for the period of such delay. It is made clear and the Allottee(s) agrees that the Compensation as stipulated in this clause shall be distinct charge which are not related to, but are in addition to the maintenance charges or interest on delayed payment of maintenance or any other charges as provided in this Agreement. Further the Allottee(s) agrees that in the event of his failure to take possession of the said Apartment within the time stipulated by the Promoter in its notice and Promoter has condoned the delay and the Allottee(s) takes the possession at later date, then he/she shall be deemed to have been fully satisfied in all respects concerning construction, specifications and all other work relating to the said Apartment/ Building.

9.7.2 In case the Allottee(s) fails to take possession within the time stipulated by Promoter, then also Allottee(s) shall continue to be liable to pay maintenance charges, etc as applicable.

9.8 **Failure to deliver possession by Promoter.**

9.8.1 If the Promoter fails to abide by the time schedule for handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the RERA, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

9.8.2 If the Promoter is unable or fails to give possession of the said Apartment to the Allottee(s) within 12 months from the Possession Date as per Schedule 4 Part A, or such further extended date, then either in accordance with terms and conditions of this Agreement or as may be mutually agreed upon by and between the Parties, the Allottee(s) may, by a notice in writing, terminate this Agreement within 90 days from such date and in such event, the Allottee(s) shall execute and register deed of cancellation and thereafter the Promoter shall within 90 (Ninety) days of such notice, refund to the Allottee(s) the Purchase consideration amounts received from him/her/them. In case of Promoter is unable to pay such money within 90 (Ninety) days from the date of receipt of the said notice, Promoter shall pay such money to the Allottee(s) together with interest as specified under RERA from the date of receipt of the notice in writing terminating Agreement till payment. The Promoter shall be entitled to sell and dispose of the said Apartment to any other person(s) of their choice, after receipt of such notice of terminating the Agreement, for the purpose of effecting the refund of the amount due to the Allottee(s). On sending notice terminating this Agreement to the Promoter, the Allottee(s) shall not have any claim whatsoever against the said Apartment, and on repayment of the amount as aforesaid, neither party shall have any claim whatsoever against the other in respect of this transaction..

9.9 **Delay due to reasons beyond the control of the Promoter.**

9.9.1 Subject to provision pertaining to Force Majeure contained in this Agreement, if the completion of the said Building is delayed by any reason beyond the control of the Promoter, the Allottee(s) agrees that the time for delivery of the possession of the said Apartment shall deemed to be extended due to reason of force majeure or reasons beyond the control of Promoter. The Promoter as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the

circumstances beyond the control of the Promoter so warrant, the Promoter may suspend the Real Estate Project for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated) elsewhere in this Agreement, during the period of suspension of the Real Estate Project.

9.9.2 The Allottee(s) agree that in case the Promoter is unable to deliver the Apartment/Unit for his occupation and use, due to force majeure, then in that event the Promoter may cancel this Agreement, in which case the Promoter, shall only be liable to refund the amounts received from the Allottee(s).

9.9.3 The Allottee(s) confirm that he/she has authorized the Promoter to treat this Agreement as cancelled in consequence of the Promoter abandoning the Project. The Allottee(s) confirms that he/she/they has/have given irrevocable authority to the Promoter that upon such cancellation/abandonment and subject to Allottee(s) not being in default under this Agreement, to refund by all amounts received from him/her/them by issue of cheque drawn in favour of Allottee(s) and upon dispatch of such refund by registered post, the Allottee(s) agree(s) that he/she/they shall not have any rights, claims, demands etc. against the Promoter and that the Promoter shall, upon such refund, be released and discharged from all its obligations and liabilities under this Agreement.

10. **STAMPDUTY, REGISTRATION, TAXES ON SALE OR TRANSFER OF APARTMENT, TAXES LEVIED BY LOCAL AUTHORITY OR PLANNING AUTHORITY**

10.1 All the amount payable in respect of stamp duty, registration charges, Taxes on sale or Transfer of Apartment, Taxes levied by Local Authority or Planning Authority payable in accordance clause 4 above shall be deposited in advance by the Allottee(s) with the Promoter. The Allottee(s) further agrees to pay all the levies, taxes, cess, duties, etc as determined by the respective authorities. In case, any further demand is made by the authorities, pursuant to any audit or otherwise including the demand for penalty, then the Allottee(s) alone shall be liable to pay the same. The Allottee(s) hereby indemnifies and keep indemnified forever the Promoter against any claim demands, actions or proceedings that may be made or initiated or instituted by any concerned authorities in respect of the non-payment of adequate levies, taxes, cess, duties, etc on this Agreement to the extent of the loss or damage that may be suffered by the Promoter. The Allottee(s) shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be initiated or instituted by the authorities concerned against the Promoter for non-payment of any levies, taxes, cess, duties, etc by the Allottee(s) payable on transaction contemplated under this Agreement.

10.2 The Allottee(s) shall deposit Tax Deducted at Source (TDS)(at applicable rate on the date of deduction) under Income Tax Act or under any other statute along with the payment of each instalment with Appropriate Government and the same shall be evidenced by the Allottee(s) by providing to the Promoter the duly stamped copy of Challan cum prescribed form, from time to time.

11. **JOINT ALLOTTEE**

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11.1 The Allottee(s) declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure to pay by both and all Allottee(s) shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequence jointly as well as severally.

11.2 That in case there are joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her/it which shall for all purposes be considered as served upon all the Allottee(s).

12. **DEPOSITS AND CHARGES TO BE PAID BY ALLOTTEE(S)**

12.1 Notwithstanding what is provided in Clause No. 4 above, the Allottee(s) shall, on or before delivery of possession of the said Apartment, pay to the Promoter the amounts by way of Deposits or charges which are more particularly setout in **"Schedule 6"**.

12.2 **Payment of Deposits and Charges for Supply of Water, Sewerage and Storm water disposal connections (Services deposit and charges).**

At the time of taking possession of the said Apartment, the Allottee(s) shall reimburse and pay to the Promoter such amount as they in turn might have paid to the services and the utility provider for services to be provided to the said Apartment/Sale Sub Plot Land/Entire Land. The Allottee(s) shall also reimburse and pay to the Promoter cost, charges and deposits in respect of electric meters and water Meter to be fitted for the said Apartment.

13. **PURCHASE OF APARTMENT BY A NON-RESIDENT**

The Non-Resident Allottee(s) agree(s) that in respect of all remittance for acquisition /transfer of the said Apartment and any refund, etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the sole responsibility of the Allottee(s) who is non-resident / foreign national of Indian origin / foreign national / foreign companies to abide by the same. The Promoter shall not be liable in any manner for non-compliance by such Allottee(s) of any laws applicable to Non-Resident Indian(s) or PIO's or foreign national(s) who are resident in India or foreign companies as the case may be.

14. **PAYMENTS OF MUNICIPAL AND LOCAL BODY TAXES TO BE MADE BY THE ALLOTTEE(S)**

14.1 **Payment of Municipal Taxes**

14.1.1 The Allottee(s) shall pay his/her/their share of property tax, water tax, sewage tax, and all other taxes/charges and cess levied by Municipal Corporation / Local Authority in the Property tax bill and as assessed from time to time. If any special taxes and/or rates are demanded by Municipal Corporation or any other authority, the Allottee(s) alone shall bear and pay such special taxes and rates. Provided further in the event any bill is addressed and/or sent by the Municipal Corporation to Promoter after the date when the Allottee(s) is required to pay the same then in that event Allottee(s) shall pay the same to Promoter within Seven (7) days from the date of intimation given by the Promoter to the Allottee(s), so as to enable the Promoter to pay the same to the Municipal Corporation. The Allottee(s) shall

also bear and pay pro-rata share in the Non Agricultural tax, or any other tax, charges or levies, levied in respect of the said Property.

- 14.1.2 The Allottee(s) confirms and agrees that all sums, levies, deposits, amounts, cess, duties, rent, premium and/or assignments and/or charges of any nature whatsoever (present or future), including, local body tax, labour welfare cess, fire cess, imposed levied or recovered by Municipal Corporation or Planning Authority or by any other Concerned Authorities as per the laws in force today or those that may become enforceable and payable at any time in future (Prospective or Retrospective) as are or may be applicable and/or payable hereunder or in respect of the said Apartment or otherwise shall be solely and exclusively borne and paid by the Allottee(s) and shall be exclusively of and in addition to the Purchase Consideration, and the Deposits and Charges. It is, however, clarified that the property taxes in respect of the said Apartment shall be borne and paid by the Allottee(s) only after the Promoter makes available the Possession of said Apartment to the Allottee(s).
- 14.1.3 The Allottee(s) hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Municipal Corporation or to the Planning Authority or to the State Government or betterment charges or development tax or security deposit is payable for the purpose of water connection, drainage connection and electricity connection or any other tax, premium or deposit or payment of a similar nature becoming payable by the Promoter, in respect of the said Building or said Sale Sub Plot Land then, the same shall be paid by the Allottee(s) to the Promoter in proportion to the area of the said Apartment to the total area of all the Apartments and in determining such amount at the discretion of the Promoter shall be conclusive and binding upon the Allottee(s). It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Allottee(s) may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of Internal Roads, and access to the Sale Sub Plot Layout, drainage, lay out and all other facilities including providing for any transport facilities to the Allottee(s) of Apartment in the said Building and maintenance, insurance and replacement from time to time till the charge of the said Property is handed over to such Society or Limited Company or Condominium of Apartment Owners as the case may be.
- 14.1.4 The Allottee(s) acknowledges that Purchase Consideration of said Apartment mentioned herein doesn't include the charges, taxes, levies, cess referred in foregoing clause specifically and the Promoter shall not contribute any amount towards any of the aforesaid costs, charges and expenses and outgoings.
- 14.2 **Contribution towards Maintenance Charges and/or Outgoings**
- 14.2.1 The Allottee(s) shall, from the date on which possession of his/her/their Apartment is offered by the Promoter irrespective of the Allottee(s) taking possession or not, till handover of the common organization of all the Allottee(s), pay to the Promoter and/or to the Project Management Agency as the case may be, his/her/their monthly provisional proportionate share of outgoings and other expenses provided in the said Building and also for Common Facilities and Amenities provided in the Sale Sub plot Layout, due in respect of his/her/their Apartment regularly on or before the 5th day of

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each and every month. The Allottee(s) shall be required to pay charges for maintenance of common facilities and common areas and amenities irrespective of whether such common facilities and amenities are used or not by the Allottee(s).

14.2.2 Contribution towards Maintenance Charges and/or outgoings shall be on account of the following, inter alia viz.:-

- a) Maintenance, upkeep and repairs in respect of the said building,
- b) The compound and the compound walls, refuge area, service floor area, common terraces, check floor areas, Car Parking Space(s), club house, gymnasium, swimming pools, outdoor/indoor sports facilities, water pumps, electrical installations and fittings, drainage and plumbing installations and fittings, etc. in respect of the said Building;
- c) Maintenance, upkeep and repairs in respect of Car Parking Space(s),
- d) Maintenance, upkeep and repairs in respect of service floors, gardens, recreational open space, club house, gymnasium, swimming pools, outdoor/indoor sports facilities, internal roads, electrical sub stations, external electrical cables, external water lines, external drainage lines, external storm water drains, street lights, etc provided in the said Sale Sub Plot Land.
- e) Cost of keeping the said Building Land and said Sale Sub Plot Land clean and lighted;
- f) Decorating and/or painting the exterior of the said building, passages and staircases after date of possession;
- g) Taxes, TDS, imposts, cesses levies, charges etc., levied by Municipal Corporation or by any statutory authorities and premia premium in respect of the insurance of the said building, Land revenue, Non Agriculture Tax, assessments, etc.;
- h) Electricity Charges for the electricity used for common areas, water pumps, lifts, and all electrical and electronic equipments and facilities of the said building including electricity used for mechanical parking Systems provided in the said building and in the said Sale Sub Plot Land.
- i) Salaries and wages of persons employed for maintaining the said building and said Sale Sub Plot Land.
- j) Water & Sewerage charges and taxes etc.;
- k) Sinking & Other funds as may be determined by the Promoter;
- l) Rent & cost of water meter or electric meters;
- m) Cost of water supplied by water tankers;
- n) All other proportionate outgoings due in respect of the said building and said Sale Sub Plot Land including those incurred for the benefit of Allottee(s) of Apartment(s);
- o) Maintenance, repairs and upkeepment of roads, street lights, and other public amenities provided in the said Building and said Sale Sub Plot Land.
- p) Cost of Maintenance, repairs and upkeepment of solar energy equipment's, and sewerage treatment plant installed with the said building or for the said Sale Sub Plot Layout .
- q) Service Charges being 20% of maintenance Charges to the Promoter for providing services to maintain the building(s) and/or Project facilities.
- r) Taxes on sale or Transfer of Apartment, Taxes levied by Local Authority or Planning Authority or any other taxes as applicable.

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- 14.2.3 The Allottee(s) shall be required to contribute the maintenance charges in respect of the said building and maintenance charges in respect of the common facilities and amenities provided in the said Sale Sub Plot Land including but not limited to common basement(s)*, podiums*, recreation space*, Mechanical/Robotic car parking*, Car Parking Tower*, open space, club house*, health club*, sports facilities*, etc.
- 14.2.4 The Allottee(s) will not be entitled to ask for adjustment of the deposit amounts mentioned in clause 12 against the monthly contribution of maintenance, municipal taxes and outgoings.
- 14.2.5 In the event the Allottee(s) fails to pay such Maintenance Charges, the Promoter may at its discretion adjust the said amount from the on account Deposit mentioned in clause 12 above and the Allottee(s) shall immediately after being called upon by the Promoter, replenish the deficit of such deposit. It is agreed that failure of payment towards replenishment of deficit of such Deposit within 7 days of being called upon by the Promoter, shall entitle the Promoter to terminate this agreement and Promoter to enforce default remedies as set out hereunder. Payment of deficit as demanded by Promoter within seven days is essence of this contract. In the event the Promoter terminates this agreement then the Allottee(s) will be ~~liable~~ required to quit, vacate and deliver quiet and peaceful possession of the said premises to the Promoter or the person claiming to them without encumbrances and the Allottee(s) agree not to raise any dispute or difference or objections in that behalf.
- 14.2.6 Deposit of Maintenance Charges which is paid to the Promoter, shall be handed over, by the Promoter to the Common Organization of the Allottee(s), or to Federation for the credit in the name of such Allottee(s), after adjusting any amount payable to Promoter under this Agreement and which have remained unpaid by the Allottee(s) to the Promoter.
- 14.2.7 Promoter shall be entitled to and is hereby irrevocably authorized for deducting from Deposit all dues payable by the Allottee(s) to the Promoter before the possession of the said building is handed over to the Common Organization.
- 14.2.8 In the event Common Organization is formed of the Allottee(s) in the said Building wherein the Allottee(s) has agreed to purchase the said Apartment under this Agreement, the Allottee(s) shall even thereafter be liable to pay and shall pay, (over and above the maintenance charges payable in respect of his/her/their Apartment) his proportionate share of all the outgoings in respect of the common areas, amenities and facilities of said Sale Sub Plot Land to the Promoter until the said Sale Sub Plot Land is lease/Sub-leased/Conveyed (as applicable) to the Federation as provided under this Agreement.
- 14.2.9 The Promoter shall maintain two separate accounts. One account for administration and maintenance of the said Building and Second account for administration and maintenance of the said Sale Sub Plot Land. The account in respect of the administration and maintenance of the said building shall be handed over to the common organization formed for the said building and the account for the administration and maintenance of the said Sale Sub Plot Land shall be handed over to the Federation or the Apex Body formed for the said Sale Sub Plot Land.
- 14.2.10 The Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee(s), the

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Allottee(s) shall punctually pay all amounts, contributions, deposits as per clause 12 hereinabove and shall not withhold the same for any reason whatsoever.

14.3 Withdrawal of various services and facilities due to Non-Payment of Maintenance Charges.

The Allottee(s) shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till handover of the Common Organization in respect of the said Building and establishment of Federation/Apex Body in respect of the said Sale Sub Plot Land, without any demur and default. Without prejudice to other remedies available under this agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or visiting the said Apartment, prevent the Allottee(s) from using Common Area and facilities and shall also authorize Promoter to levy interest at the rate prescribed under RERA on defaulted and delayed payment. The Allottee(s) is hereby granting irrevocable authority to Promoter for the same.

14.4 Fixation of Total Maintenance Charges.

The total Maintenance Charges will be fixed by the Promoter on basis of estimated costs to be incurred for the forthcoming financial year. The estimates of the Promoter shall be the basis on which provisional monthly contribution shall be collected from the Allottee(s). Within 3 months of the end of the financial year the actual account will be drawn and final amount of contribution from each of the Allottee(s) will be determined and such final amount as determined shall be binding on the Allottee(s). Any short fall in the recovery of Maintenance charges shall be made good by the Allottee(s) within one month of the demand being raised by the Promoter.

14.5 Maintenance Charges for Commercial Units.

The rate of Maintenance Charges to be levied and collected from commercial unit holders shall be at different rates as compared with the residential Allottee(s) and as fixed by the Promoter and/or the Common Organization and the payments shall be made to the Promoter till such time the Common Organization is formed.

14.5.1 Building Management by Promoter.

Until such time as the development of the said Project is completed and the possession of all the Apartments are delivered to all Allottee(s), the Promoter will be entitled at their discretion, to control the management of the said Building and to realize the outgoings and Maintenance Charges. Promoter shall be entitled to charge 20% (plus service Tax, if applicable) of all maintenance charges / outgoings (excluding Municipal taxes) as service charge for the purpose of Building Management. The Maintenance shall be paid by the Allottee(s) of the Apartments of the said Building including the Allottee(s) herein on a pro-rata basis.

14.5.2 Layout Management by Promoter.

Until such time as the entire proposed development of said Sale Sub Plot Land is completed and the possession of all the Apartment(s) are delivered to all Allottee(s), and common organization in respect of each of the building(s)/wing(s) in the said Sale Sub Plot Layout is formed, the Promoter will be entitled at their discretion, to control the management of the said Sale Sub Plot Land and to realize the outgoings and Maintenance Charges in respect of the said Sale Sub Plot Layout. Promoter shall be entitled to

charge 20% (plus service Tax, if applicable) of all maintenance charges / outgoings (excluding Municipal taxes) as service charge for the purpose of Layout Management. The Maintenance shall be paid by the Allottee(s) of the Apartments of the said Building including the Allottee(s) herein along with Allottee(s) of Apartments of all other buildings and Wings in the layout on a pro-rata basis.

14.5.3 Facility Management Company (FMC)

The Allottee(s) is aware that the Promoter may in respect of the said Building and/or in respect of the Sale Sub Plot Land, appoint a Facility Management Company (FMC) to manage the said Building Land and/or Sale Sub Plot Land, including all the Building(s) thereon as well as the said Building and the facilities/amenities. The Allottee(s) along with the other Allottee(s) shall be entitled to avail the services provided or arranged to be provided by or through the FMC at a cost or charges that may be fixed by the Promoter and/or FMC. All costs, charges and expenses that may be claimed by the Promoter and/or FMC shall be to the account of and borne by the Allottee(s) of the Apartments in the said Building. These costs shall be shared by all such Allottee(s) on pro-rata basis determined by the Promoter and/or FMC. The Allottee(s) agrees and undertakes to cause the Common Organization and Federation to be bound by the rules and regulations that may be framed by the FMC. The FMC shall have the exclusive right to continue to manage the said Building Land and/or Sale Sub Plot Land for a period not exceeding 5 years which will commence from the date of obtaining Occupation Certificate (OC) in respect of the last of the building in the said Project. The Allottee(s) is aware the Promoter and/or FMC is not the Service Provider of these services. The Promoter and/or FMC does not warrant or guarantee the use, performance or otherwise of these Services. The Parties hereto agree that the Promoter and/or FMC is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these Services.

15. FACILITY OF CLUB HOUSE(IF PROVIDED).

- 15.1 In the First Part(s), of the Development of said Sale Sub Plot Land the Promoter shall construct a club house in the **SAMBHAV** building or in the said Sale Sub Plot Land (hereinafter referred to as the "**Club House**").
- 15.2 The Consideration to be received from sale of membership, admission fees, one time premium, non-refundable deposits or such other receipts/amounts by whatsoever name called (hereinafter referred to as "**One time Premium**") shall exclusively belong to the Promoter
- Since the Club House is proposed to be constructed in **SAMBHAV** building in the Sale Sub Plot Land, it shall be owned by the Promoter till Deed of Conveyance/Deed of lease is executed in favour of Federation and thereafter it shall be owned by the said Federation. The Allottee(s) or Common Organization of the said building or common Organization of Allottees of the **SAMBHAV** building will not have any share, right, title, interest, demand or claim in the said Club House
- 15.3 The Allottee(s) or family members of Allottee(s) shall become a member of Club House on payment of said one time Premium and on such terms and for such monthly fees, annual fees, guest's fees, refundable deposit or any other amount as the Promoter may deem fit and proper. Membership shall

include use of Club House facilities by only four immediate family members staying in the said Apartment. The Allottee(s) shall be made a direct Member of the Club House and his/her three family members shall be admitted as an Associate Members. Each membership shall have maximum of 3 Associate Members of the Club House. Any additional membership if available shall be solely at discretion of Promoter/Federation will be given on payment of additional one time premium and additional monthly/annual fees.

- 15.4 The Maintenance of the Club house shall include salaries and wages payable to all the employees including instructors and managers, maintenance and upkeepment charges of all the equipment's, charges for electricity, water and all other services, depreciation and replacement cost of all the equipment's, etc.
- 15.5 The Allottee(s) shall pay monthly maintenance charges of Club House regularly from the date the Club House is made ready for use by the Promoter. Monthly maintenance charges of Club House will be included in the bill for monthly contribution and will be part of Maintenance Charges payable by the Allottee(s). It is hereby expressly agreed by the Allottee(s) that the Monthly maintenance charges of Club House will be compulsorily payable irrespective of whether the Allottee(s) and his/her associate members use the facilities of club house or not.
- 15.6 The Allottee(s) shall abide by the rules, regulation(s) of the Club House as may be framed in this regard by the Promoter/Common Organization/Federation as the case may be.
- 15.7 The Allottee(s) is well aware that the common facilities including the Club House facilities shall be completed as mentioned in Schedule 4 Part A. The entire Common facilities, amenities and the Club House facilities in all respects shall be ready only at the time of completion of the entire development as envisaged under Schedule 2 Part A. The Allottee(s) shall not raise any claim or compensation in respect of non availability of Club House till completion of the entire development as envisaged under Schedule 2 Part A.

16. USER OF SAID APARTMENT.

- 16.1 The said Apartment shall be used only and strictly for the purpose of residence/Commercial space /Retail Space /IT Space/Office/Godown only and car parking space shall be utilized for parking of personal owned mid-sized LMV car of the Allottee(s) or his/her family members residing in the said Apartment only.
- 16.2 The Allottee(s) shall not be entitled to change the user of the said Apartment unless prior written consent/permission from the Promoter is obtained. The Promoter shall be entitled to refuse to grant permission to change the user or may grant subject to such terms and conditions as the Promoter may deem fit and proper. The Promoter will not be bound to give reasons for the same.

17. RULES ON USE OF APARTMENTS BY NON RESIDENTIAL USER.

It is hereby expressly agreed that the Promoter shall always be entitled to sell any of the Apartment in the said Building being constructed on the said Property/ Sale Sub Plot Land for the purpose of any non residential user as may be permitted under DC regulation or by the concerned authorities and the Allottee(s) thereof shall be entitled to the use of the Apartments purchased by them accordingly and similarly the Allottee(s) shall not object

to the use of the Apartments in the said Building for aforesaid purposes by the respective Allottee(s) thereof.

18. CERTAIN RESTRICTIONS APPLICABLE TO USAGE/UTILIZATION OF RESIDENTIAL APARTMENT / SHOPS/ COMMERCIAL/ OFFICE SPACES/GODOWN/IT SPACE, AS APPLICABLE.

- 18.1 No unlawful (or) illegal activities (or) as opposed to public policies (or) against the moral turpitudes (or) activities offending the sentiments of any particular cast, creed or community, shall be carried on at any point of time, now or at any future date, and throughout the use, occupation and enjoyment of such space by the Allottee(s) or his/her/their licenses / lessees / assignees / beneficiaries / their respective successors and assigns of the residential Units, shops and/or commercial space(s)/parking space(s) as the case may be.
- 18.2 No birds, reptiles, animals/ its products/byproducts, in live or lifeless form (or) synthesized form (or) otherwise say for example:- poultry, cattle, aquatic/ ocean livings, domestic or forest creatures (in open or in concealed form) etc. shall be displayed or stored or sold either on temporary or permanent basis in the residential Apartment/shops and/or commercial /office spaces in the said Sale Sub Plot Land and/or Entire Land.
- 18.3 No combustible and/or explosive materials of whatsoever nature or name by which the same may be called, shall be brought in (or) stored (or) sold from the said Sale Sub Plot Land and/or Entire Land.
- 18.4 No external extension or elevation of space of whatsoever nature including protective projection on temporary (or) permanent (or) seasonal basis (or) otherwise shall be permitted and if resorted to the same shall be forcibly pulled down by the Promoter/Common Organization of Allottee(s), at the costs and consequences of the concern Allottee(s) of the residential Apartment/shops/commercial/office space.
- 18.5 The Allottee(s) shall maintain the front elevation, side elevation and rear elevation of the said Apartment, in the same form as the Promoter construct and shall not at any time affect/alter the said elevations in any manner whatsoever without the prior written consent of the Planning Authority or Local Authority and also of the Promoter or the Common Organization as the case may be;
- 18.6 A common toilet, if provided by the Promoter, is for the use by the domestic servants of the Allottee(s) of the Apartments only and shall be maintained by Common Organization.

19. FIT-OUTS AND INTERIOR WORKS.

- 19.1 The Allottee(s) shall be entitled to carry out the fit-outs/interior work in the said Apartment, provided that the Allottee(s) shall have paid the entire Purchase Consideration, and taxes and all other payments as mentioned under this Agreement and provided the Allottee(s) undertakes to abide by the terms and conditions stipulated by the Promoter.
- 19.2 If the Allottee(s) proposes to carry out such fit-out/interior work, the Allottee(s) shall make a prior written request to the Promoter permitting it/him/her to carry out the same. Along with such request letter, the Allottee(s) shall submit the interior drawings/entire plan to the Promoter and take the Promoter approval and clearance letter. The Promoter shall be

entitled to reject the fit-out/interior work plan submitted by the Allottee(s) without assigning any reasons or suggest modification thereto. In such event the Allottee(s) shall submit new/fresh plan for such work after carrying out all necessary modifications as suggested by the Promoter and seek final approval in writing of the Promoter on such amended plans.

- 19.3 It shall be the sole responsibility of the Allottee(s) at his/her/their own cost and expenses, to obtain all necessary sanctions/approvals permissions from all the concerned statutory and local authorities for carrying out the fit-out/interior work as approved by the Promoter and the Allottee(s) shall be liable, at its own cost and risk, for any non-compliance or breach of any of the term of such sanctions/approvals/permissions. It is clarified that the Promoter has no liability or responsibility whatsoever in this behalf including for any prosecution or ancillary act or penalty whatsoever in connection with those acts which are attributable to the Allottee(s) or its contractor and the Allottee(s) hereby agrees to indemnify and shall keep indemnified, harmless and defended the Promoter in that behalf.
- 19.4 The Allottee(s) shall pay to the Promoter a Refundable Security Deposit for Fit-Outs ("**Fit-Out Deposit**") as may be determined by the Promoter before commencing the fit-out/interior work. The aforesaid Fit-Out Deposit shall only be refunded to the Allottee(s) upon the formation of the Common Organization subject to no damage being caused to any part of the said Apartment/ Building/adjoining Apartment/Apartment below the said Apartment including common areas and upon all material and debris being completely removed from the said Apartment and all the terms and conditions as imposed by Promoter and/or Local Authorities being complied with. The Allottee(s) shall be responsible / liable to make good the damages/ loss caused/ suffered by the Promoter with regard to such fit-out/interior work.
- 19.5 Upon obtaining the final written approval from the Promoter, the Allottee(s) shall carry out the same by appointing professional or skilled persons, Architects or contractors. The Allottee(s) or Allottee(s) contractor shall carry out the fit-out work only from 8.30 a.m. to 7.30 p.m. (with 1p.m to 3p.m as no work time) or within such other timings as prescribed by the Promoter at their sole discretion. Under no circumstances the said timings can be extended by the Allottee(s) or Allottee(s) contractor. In the event that the Allottee(s) exceeds the timings intimated by the Promoter, then the Promoter shall be entitled to remove the workmen from the said Apartment and lock the premises and/or stop the supply of water and electricity, if provided.
- 19.6 All materials brought to the said Apartment/site for carrying out such interior works/furniture and other fit out works will be solely at the Allottee(s) cost, safety, security and consequence and that neither the Promoter nor any of the Promoter Contractor shall be held responsible or liable for any damage, theft or loss of the same.
- 19.7 If during such fit-out period any of the Allottee(s) or its Contractor's workmen, family member or visitors or any other person sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by the Allottee(s) by providing at the Allottee(s) own cost, including proper medical care and attention by the Allottee(s) and that neither the Promoter nor the Promoter Contractor will be held responsible for the same at all. All liabilities and damages arising out of such injury will be borne and paid by the Allottee(s) alone. The Allottee(s) shall be deemed to be the

principal employers of such contractor and its workmen and shall be liable and responsible for their acts or omission or negligence. The Allottee(s) shall procure insurance of the sufficient amount to cover any damage to the said Building or any structure on the Sale Sub Plot Layout or workman compensation which may be payable.

- 19.8 The Allottee(s) shall ensure that the workers engaged by the Allottee(s) and/or the Allottee(s) contractors during execution of the said interior work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line in the said Apartment or in the servant's toilet's in mid landings, which may block the free flow of down take waste water lines, resulting in perennial choking and leakage. The Allottee(s) shall ensure that common areas/passages/walkways/stairs and staircase landings, walls etc. are not obstructed or damaged during the course of carrying out such works or thereafter. The Allottee(s) shall keep toilets in the said Apartment locked and the keys shall be kept with the Allottee(s). All materials to be used for interior works or equipments to be installed in the said Apartment shall be carried only through the staircase and under no circumstances the same can be carried through the lifts. The cost of any damage(s) caused in the process shall be fully recovered from the Allottee(s).
- 19.9 The Allottee(s) shall be responsible for payment of minimum wages to the labour employed by them or the Contractor for carrying out any such interior works/furniture and fit-outs and shall keep the Promoter indemnified against all claims in respect thereof.
- 19.10 If during the fit-out period, if any of the Allottee(s)/its contractor's workmen misbehave or is found to be in a drunken state then the Allottee(s) shall remove the said workmen from the said Apartment/site forthwith and shall not allow such workman to re-enter the said Apartment/site again. No workmen shall be permitted to stay in the said Apartment/site during the course of carrying out the said work.
- 19.11 During the process of carrying out such interior works/furniture and fit-outs works, the Allottee(s) shall extend full co-operation to the Promoter, their security personnel and contractors and ensure good governance of such works.
- 19.12 No external/internal or elevation changes/modifications or breaking of duct space of whatsoever nature will be permitted to be carried out by the Promoter and neither shall the Allottee(s) change or alter the design of the window and/or grills provided by the Promoter in the said Apartment.
- 19.13 The Allottee(s) shall not fit any grill on the window on the exterior side of the said Building. Any protective/decorative grill required by the Allottee(s) will have to be duly approved by the Promoter in writing and shall be fixed on the inner side of the window only.
- 19.14 The Allottee(s) shall install air-conditioning facilities in all its forms only at place/space as shall be earmarked by the Promoter and in no other place. Any unlawful or unauthorized installation or installation at any other place/space shall be pulled down or forcibly removed without any intimation or notice by the Promoter, at the costs and consequence of the residential Apartment/shops/commercial/office space Allottee(s).
- 19.15 The Allottee(s) hereby covenants that he shall not make any structural changes such as breaking of any beams/walls, etc. The Allottee(s) further covenants not to chisel any structural members in any manner whatsoever of the building. The breach of this condition shall cause this agreement to

come to an end ipso facto and will be considered as Allottee(s) event of default.

- 19.16 The Allottee(s) shall abide by all the regulations and requirements of the Promoter and their contractors in this regard, which are all for common good and shall in no way cause any nuisance to the owners of other Apartments in the same wing or other wings of the said Building.
- 19.17 The Allottee(s) shall be liable to bear and pay charges for temporary electricity and temporary water supply, if provided, at the commercial rates, for carrying out such furniture work in the said Apartment.
- 19.18 In case any damage of whatsoever nature is caused to the said Apartment/building/adjoining Apartment/any other Apartment, by the Allottee(s) or the Allottee(s) contractors, the Allottee(s) shall be held responsible for the cost of reinstating or repairing the same and the Allottee(s) alone will be responsible for the same and shall keep the Promoter indemnified, in respect of the same
- 19.19 In case of any damage or leakage etc is noticed in any Apartment or in common areas, within two years of the completion of fit-outs by the Allottee(s), then the Allottee(s) alone shall be responsible for the same and shall carry out repairs at its own cost and Allottee(s) shall Keep Promoter indemnified and harmless against any loss, damages, claims, suits, proceedings, expenses, charges and costs that the Promoter may suffer as a result of non-observance or non-performance of any of the above conditions stipulated herein and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Apartment, including the amount expended on litigation in enforcing rights herein, if any.
- 19.20 The Allottee(s) shall comply with all the labour laws with respect to the contractor, workmen engaged by him/her them and shall be solely responsible for any non-compliance with the same and shall indemnify the Promoter in respect of non-compliance with any labour or other laws.
- 19.21 The Allottee(s) shall not employ any child labour for the purpose of carrying out such fit-out/interior works/other works in the said Apartment and the Allottee(s) shall be solely responsible for any non-compliance with laws relating to employment of child labour. Further, the Allottee(s) shall indemnify the Promoter in respect of non-compliance with any such laws;
- 19.22 The Promoter shall have a right to inspect and satisfy themselves about the nature of interior works, during the course of execution of the said works and thereafter. If after such inspection the Promoter notices that the nature of such works will be harmful to the said Building or to the owners of other Apartments, then the Promoter shall have the right to stop such interior works and the Allottee(s) shall forthwith demolish or remove such work. The Promoter shall also be entitled to demolish or remove any work which is not acceptable.
- 19.23 If the Promoter finds that the Allottee(s) have committed any breach of any of the above terms and conditions, they shall have the right at any time to cancel this temporary permission, including the right to stop the Allottee(s) workmen from entering the Apartment/site and also disconnect power and water supply, if provided. In the event of 2 or more occurrence of breach of any of the terms and conditions contained herein the Promoter shall have the right to terminate this Agreement.

- 19.24 The Promoter shall have the license to enter the said Apartment during the period when the Allottee(s) is carrying out the internal work/fit-outs at all times;
- 19.25 The Allottee(s) agrees to execute a separate Indemnity Bond in favor of the Promoter, indemnifying them for all losses, damages, costs and expenses suffered, incurred by them as a result of any/non-compliance or breach of the above terms during or after the fit out period.
- 19.26 The Allottee(s) also agrees if, after the date on which Allottee(s) has taken possession of the said Apartment, any damage of whatsoever nature is caused to the said Apartment, neither Promoter nor their contractor will be held responsible for the cost of reinstating or repairing the same and that Allottee(s) alone will be responsible for the same and all warranties and guarantees relating to all products including leakages shall come to an end.
- 19.27 The Allottee(s) also agrees that no portion of his/her/their floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Apartment/Apartment whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed as per BIS to take only a specified load.
- 19.28 The Allottee(s) also agrees that pursuant to the said interior works, the debris will be dumped in an area earmarked by Promoter or their Contractor for the same and the same will be cleared by the Allottee(s), on a daily basis and this should at no cost cause any nuisance or annoyance to the other owners of Apartments. All cost and consequences in this regard will be to the account of Allottee(s).
- 19.29 The Promoter shall not be responsible for any leakage or breakage due to any additions or alterations or any repairs carried out by Allottee(s)..
- 19.30 The Allottee(s) also agrees that contractors of the Allottee(s) or workmen do not use or spoil the toilets inside the said Apartment or is the said Building and that they must use only the toilet earmarked by Promoter.
- 19.31 The Allottee(s) also agrees to extend full co-operation to Promoter and contractors of Promoter and ensure good governance of such works.
- 19.32 The Allottee(s) also agrees that common passages/walkways are not obstructed or damaged during the course of carrying out such works or thereafter forever.
- 19.33 The Allottee(s) also agrees that the Allottee(s) shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledgers above windows, 'chajjas' or make any installations or additions to the said Apartment which Project or extend beyond the said Apartment or make any change to the said Apartment, including the exterior of the said Apartment or the windows of the said Apartment, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Promoter or detract from the uniformity and aesthetics of the said Building, which exists at the time at which the Promoter hands over possession of the said Apartment to the Allottee(s).

20. **NAME OF THE SAID BUILDING CANNOT BE CHANGED.**

The name of the said Building is **SAMBHAV** and the Common Organization of the Allottee(s) or Federation shall not change the same at any time and forever without written consent of the Promoter.

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21. **INSURANCE OF THE SAID BUILDING.**

The structure of the said Building may be got insured for one or more perils like fire, earthquake, riots and civil commotion, militant action etc. by the Promoter on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the Promoter but contents inside each Apartment shall be insured by the Allottee(s) at his/her/its own cost. The cost of insuring the building structure shall be recovered from the Allottee(s) as a part of total Maintenance Charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

22. **PROMOTER TO COMPLY WITH STIPULATIONS OF LOCAL AUTHORITY.**

The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority or under any law, notification, rules issued by any Local Authority, at the time of sanctioning the plans and shall before handing over possession of the said Apartment to the Allottee(s) and shall obtain Occupation Certificate of the said Building / part thereof from the concerned local authority.

23. **AGREEMENT WITH ARCHITECT AND OTHER PROFESSIONALS.**

The Promoter has entered into a standard agreement with an architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter have appointed a structural Engineer for preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the entire said Building. The details of the registered Architect and structural Engineer and other professionals are attached herewith as **Schedule - 7.**

24. **ALLOTTEE(S) EVENTS OF DEFAULT.**

24.1 It is specifically agreed, undertaken and covenanted by the Allottee(s) that all defaults, breaches and/or non compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement:-

24.1.1 Failure or incapacity on the part of Allottee(s) to make payments within the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Purchase Consideration, Taxes on sale or Transfer of Apartment, Taxes levied by Local Authority or Planning Authority TDS contribution, maintenance charges, outgoings appropriate stamp duty, legal charges, registration charges any incidental charges, any increases in security, deposits including but not limited to maintenance security as demanded by the Promoter, any other charges, deposits or any amount payable under

this Agreement as may be notified by the Promoter to the Allottee(s) under the terms of this Agreement and all other defaults of similar nature;

- 24.1.2 Failure or incapacity on the part of the Allottee(s) to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or if the Allottee(s) fails to execute any deed/document/undertaking/indemnities/Affidavits/letters etc., or to perform any other obligation, if any set forth in any other agreement with the Promoter in relation to the said Apartment;
- 24.1.3 Failure or incapacity on the part of the Allottee(s) to pay on or before its due date the taxes and Maintenance Charges, deposits or any other charges, security, as demanded by the Promoter, its nominee, Common Organization or Federation;
- 24.1.4 Failure or incapacity on the part of the Allottee(s) to take over the said Apartment for occupation within the time stipulated by the Promoter in its notice;
- 24.1.5 Failure on the part of the Allottee(s) as and when called upon by the Promoter, to become a member of the Common Organization of Allottee(s) or to pay subscription charges etc. as may be required under the terms thereof;
- 24.1.6 Causing obstructions/hindrances to the construction or implementation of Project or sales of Apartments, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.
- 24.1.7 Causing or making any defamatory statements against the promoter which is lowering the esteem of the Promoter in eyes of other Apartment Allottee(s) or public at large.
- 24.1.8 Assigning of this Agreement (in part or in full) without prior written consent of the Promoter; and/or assigning of any of the rights or obligations under this agreement without prior written consent of the Promoter(s).
- 24.1.9 Dishonor of any cheque(s) given by the Allottee(s) for any reasons whatsoever.
- 24.1.10 Any Structural changes such as breaking of any beams/walls, or chisel, any structural members in any manner whatsoever of the building.

25. **DEFAULT REMEDIES ON OCCURANCE OF EVEN OF DEFAULT BY ALLOTTEE(S) AND MUTUALLY AGREED LIQUIDATED DAMAGES.**

- 25.1 In case of occurrence of an event of default as per Clause 24 above and /or occurrence of an event of Default arising out of breach of any of the clause and terms of this agreement by the Allottee(s), the Promoter shall be required to give a 7(Seven) days notice to Allottee(s) to remedy such default(s). In case the default(s) is/are not remedied by the Allottee(s) within the aforesaid 7 (Seven) days, then the Promoter shall be entitled to terminate this Agreement and in case the Promoter exercises the option of termination, then the Promoter shall also be entitled to mutually agreed liquidated damages, of an amount equivalent to 20% of the Purchase Consideration. Without prejudice to the rights of the Promoter under foregoing clause, if the Promoter at its own option, decides not to terminate this Agreement then the Allottee(s) shall be liable to pay amount calculated at the rate of 5% of the Purchase Consideration as mutually agreed liquidated damages payable to Promoter.

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- 25.2 Without prejudice to the right of promoter to charge amount in terms of sub clause 25.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing any three defaults of payment of installments, the Promoter may at its option, terminate this Agreement.
- 25.3 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement
- 25.4 The Allottee(s) agree(s) that upon termination of this Agreement, the Promoter will be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee(s) hereby acknowledges and also irrevocably authorizes the Promoter to sell the said Apartment to any other party or deal with the same in any other manner as the Promoter may in its sole discretion deem fit and proper as if this Agreement had never been executed and without accounting to the Allottee(s) for any of the proceeds of such sale. In the event of the Promoter deciding to terminate this Agreement, any amount which is found to be refundable to the Allottee(s) over and above the amounts adjusted towards mutually agreed liquidated damages or, interest on delayed payments or any interest paid, or any other amount of non refundable nature, shall be refunded by the Promoter only after realizing amounts on further sale/ resale to any other person and shall be refunded without any interest or compensation of whatsoever nature. Further, it has been expressly agreed that in those cases where the Allottee(s) has obtained a loan against the said Apartment pursuant to the Promoter written consent, then in such event the Promoter shall first refund the amount outstanding and payable to the lender in respect of the said Apartment and thereafter the balance amount only shall be refunded to the Allottee(s) after deducting the mutually agreed liquidated damages and all other costs incurred by the Promoter, including but not limited to the brokerage/commission if any paid by the Promoter and any other costs incurred by them. Further, in the event of such refund by the Promoter to the Allottee(s), it has been agreed that Taxes on sale or Transfer of Apartment, Taxes levied by Local Authority or Planning Authority or any other taxes/payments made to the Government by the Allottee(s) in respect of the said Apartment shall be refunded by the Promoter to the Allottee(s) only when the Promoter receives such refund from the Government and the Promoter shall refund only such amount as may be received by it from the Government and no further amounts shall be claimed by the Allottee(s) from the Promoter. It is expressly agreed that upon such termination by the Promoter, the Allottee(s) shall have no right, title, interest, demand, claim or lien over the said Apartment and the Car Parking Space(s) of any nature whatsoever.
- 25.5 The Allottee(s) agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said

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Apartment being in the possession of the Allottee(s) then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Apartment and the Car Parking Space(s) and resume possession of the same and the Allottee(s) will quit, vacate and deliver quiet and peaceful possession of the said premises to the Promoter. If the Allottee(s) fails to quit, vacate & deliver the said premises to the Promoter then the Allottee(s) shall thereupon be liable to immediate ejectment there from as trespasser. It is understood by the Allottee(s) that the Allotment to be granted for use of the Car Parking Space(s) is co-terminus with this Agreement and the rights of the Allottee(s) under the terms of the Allotment to be granted for use of the Car Parking Space(s) shall stand terminated ipso facto with termination of this Agreement.

25.6 It is agreed that any amount paid by the Allottee(s) to the Promoter towards interest shall not be refunded and the Allottee(s) cannot claim the refund of any interest paid to Promoter in any event, including event of termination and cancellation of this Agreement.

26. **LIEN AND FIRST CHARGE OF PROMOTER**

26.1 Without prejudice to its other rights hereunder, the Promoter shall, in respect of any amounts remaining unpaid by the Allottee(s) under the terms and conditions of this Agreement, have lien and first charge on the said Apartment to the extent of such unpaid amount by the Allottee(s) to the Promoter.

27. **COMPLETION OF PHASE DECLARED UNDER RERA**

On receipt of Occupation Certificate in respect of the area comprising of the First phase declared under RERA, the First phase shall be said to be completed.

28. **COMPLETION OF DEVELOPMENT OF SALE SUB PLOT LAND.**

28.1 The Allottee(s) agrees that the development of the Sale Sub Plot Land shall be said to be completed only when all of the following is achieved:-

28.1.1 On the receipt of Occupation Certificate in respect of the last of the Building or last wing of the last building to be constructed as per the proposed Sale Sub Plot Land of the said Entire Land as shown in the Schedule 2 Part A.

28.1.2 All the conditions in the last Approved Master Layout or amended Master Layout envisaging development, as mentioned in the Schedule 2 Part A, of the said Sale Sub Plot Land or Entire Land are complied with by the Promoter.

28.1.3 In the event of amalgamation of any other property with the said Entire Land, the Project shall be considered to be completed only on completion of the further construction of additional floors on the said Building or construction of additional buildings in the said Sale Sub Plot Land or the said Entire Land by consuming F.S.I. available due to such amalgamation as may be permissible under Development Control Regulations from time to time and/ or any other law for the time being in force of the entire amalgamated Land and the date of completion shall be considered, to be the date on which the Occupation Certificate is received in respect of last of the Building to be constructed on said Entire Land

29. **FORMATION OF COMMON ORGANIZATION OF ALLOTTEE(S), AND FORMATION OF FEDERATION/APEX BODY**
- 29.1 The type of Common Organization to be formed of the Allottee(s) in respect of said building shall be at the sole discretion of the Promoter. Common Organization to be formed may be a Co-operative Society or a company or a condominium or any other legal entity.
- 29.2 The Promoter shall submit an application to the Competent Authority for registration of the Co-Operative Society or Company or condominium or any other legal entities as the Promoter may decide within the period of Three months from the date on which fifty one percent of the total number of Allottee(s) in the First phase of the said building/wing have booked the Apartments. Provided such fifty one Percent of the Allottee(s) in said building has signed and given all the forms and declarations required to be submitted along with the application for formation of the Common Organization. The Allottee(s) and the Allottee(s) of the other premises shall join in the formation and registration of the Common Organization and from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Common Organization including bye-laws of the Common Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Common Organization within the time as prescribed under the RERA
- 29.3 The Bye-Laws or as the case may be and/or Memorandum of the Common Organization shall not contain any provision, save to the extent required by law, which is contrary to the provisions herein contained. At the first general meeting of the Common Organization after its formation, the Allottee(s) shall cause the Common Organization to accept and ratify this Agreement and all other Agreements entered with the Allottee(s) of other Apartments to ensure that the Common Organization will be bound by the rights of the Promoter herein contained and to give effect to various provisions hereto.
- 29.4 The Promoter shall form separate and independent common organization of the Allottee(s) in respect of each of the wing of every building in the said Sale Sub Plot Layout.
- 29.5.1 The Allottee(s) have agreed that irrespective of the number of phases registered under RERA in respect of each of the wing of the building proposed to be constructed on the said Sale Sub Plot Land, there will be one common organization for each of the wing of the building proposed in the said Sale Sub Plot Land. As soon as 51 percent of the total Apartment of any one of the phase is achieved or any time prior to that, the Promoter shall commence formation of common organization of Allottee(s) for the entire wing and Allottee(s) of all the phases registered for that wing shall become member of common organization formed thus. Allottee(s) of the Entire Wing or Building shall become members of such Common Organization, on payment of normal admission fees and share money (if applicable) to acquire membership of such Common Organization.
- 29.5.2 The First Phase of the development of the said building comprises of addition of [*] floors, above the [*] floors of the said building in the First phase of development. The Allottee(s) of the First phase will form one Common Organization, and each of the Allottee(s) in First phase shall become

members of such Common Organization, on payment of normal admission fees and share money (if applicable) to acquire membership of such Common Organization.

- 29.5.3 If at any time further construction on said building is carried on, as herein before provided, by the Promoter, then the Promoter shall be entitled to sell Apartments in such further construction to others for their own benefit and shall be entitled to appropriate Purchase Consideration received from them for its own use and benefit. The Allottee(s) and the Common Organization and/or Federation, will not have any share, right, title, interest or claim therein. The Common Organization shall admit the Allottee(s) of such additional further construction as a member in the Common Organization, without charging any fees, transfer fees or Consideration of any nature except normal admission fee and share money (if applicable) to acquire membership of such Common Organization.
- 29.5.4 Such new Allottee(s) shall be at par with first Allottee(s) who formed Common Organization and shall not be discriminated or treated prejudicially by the Common Organization.
- 29.6 The Allottee(s) shall observe and perform all the rules and regulations and bye-laws of the Common Organization on its formation and the additions, alterations, modifications, deletions and amendments thereof that may be made from time to time for protection and maintenance of the said Building standing on the said Building Land and the Apartments/Apartments/premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee(s) shall also observe and perform all the terms and stipulations laid down by the Common Organization regarding occupation and use of the Apartments/Apartments/premises and shall pay outgoings in accordance with the terms of this Agreement.
- 29.7 The Promoter shall form a Registered Federation or Apex Body consisting of all of the common organizations formed for each of the building(s) or wing(s) constructed on the said Sale Sub Plot Land. The said Federation/Apex Body may be formed as a Society Registered under Society's Act and or a Company Registered under Companies Act 2013 or as Association of Condominiums. Such Federation/Apex body shall be formed within period of 3 months from the date of receipt of the Occupancy Certificate of the last of the building to be constructed in the Sale Sub Plot Land is formed.
- 29.8.1 The administration and Maintenance in respect of each of the building/ wing shall be independently carried out by the common organization formed for such building / wing, whereas such Federation /Apex Body shall administer and maintain Car Parking Space(s), common areas and amenities and common facilities provided in the Sale Sub Plot Layout.
- 29.9 Car Parking Space(s), Garden, Playground, Recreation space(s) at Podium, Recreation space at ground, which are not forming part of any individual building or wing or which are constructed as a common facility for one or more of the buildings or wings in Sub Plot Layout, than such areas shall also be administered and maintained by the Federation or Apex Body. Notwithstanding such administration and maintenance by the Federation, the Car Parking Space(s) Allotted to the each of the individual Allottee(s) including Allottee(s) herein shall be binding on the Federation/Apex Body.

30. **LEASE OF THE SAID BUILDING.**

- 30.1.1. The Promoter, till such time as the Project being implemented on the said Entire Land comprised in the Sale Sub Plot Layout is completed, shall only execute Lease in respect of the Superstructure of the said Building. The Allottee(s) do hereby irrevocably agree and confirm with the Promoter that neither the Allottee(s) nor Common Organization of Allottee(s) shall be entitled to demand Lease of the ground area, or Lease of the said Building Land. The Promoter shall execute Lease for the super structure of the said building within Three months from the date of issue of OCC or fifty one percent of the total number of Allottee(s) in First Phases of the Building SAMBHAV have paid full consideration to the Promoter whichever is earlier.
- 30.1.2. Lease for the Superstructure of the said Building shall be for period of 90 years at annual Lease rent of Re. 1/- per sq.mts.
- 30.1.3. The said Lease of super structure will not confer any right of whatsoever nature in respect of the said Building Land or the said Entire Land, or the said Sale Sub Plot Land, to the common organization of the said building or to the Allottee(s).
- 30.1.4. The Lease in respect of superstructure in respect of the said building shall provide for the floor space index, utilized in the said building and construction areas of the said building shall always be protected and shall belong exclusively to the common organization of the Allottee(s) of the said building.
- 30.1.5. The Lease of the superstructure of the said building shall be subject to right of Promoter and other common organizations to use common internal access roads, recreation open spaces, each of the Sub Plot Layouts facilities and amenities envisaged under this agreement.
- 30.2.1 Irrespective of the Lease executed in respect of the superstructure of the said building / wing, the Promoter shall have absolute authority and control as regards to the unsold apartments and Car Parking Space(s) which are not Licensed and shall have right to sell and dispose-off unsold Apartments and Car Parking Space(s) which are not Licensed in the said building and receive the entire consideration there from for itself and shall have a right to recover all its outstanding dues from the Allottee(s) of the said building.
- 30.2.2 All open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc., within the said Building Land will remain the property of the Promoter until the said building Land is Leased/Sub Leased to the Federation/Apex Body as hereinafter mentioned.
- 30.3 It is expressly agreed between the Promoter and the Allottee(s) that the ground area of the said Building and the F.S.I. consumed in the said Building are dis-proportionate, in view of the said Building being part of the Sale Sub Plot Layout of the said Sale Sub Plot Land and part of the said Master Layout of the said Entire Land. The FSI consumed in the said building is arising out of FSI available in the said Master Layout of the said Entire Land which comprises of FSI of the said Entire Land and also of TDR/ FSI, incentive FSI, floating FSI and FSI which may be available in lieu of

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development of Reservation(s) and Public amenities (including and not limited to Parking Scheme, affordable housing, rental housing, etc).

- 30.4 The Allottee(s) do hereby irrevocably agree and confirm with the Promoter that the area of the said Building Land is not in proportion to the FSI consumed in the said Building. The area comprised in the said Building Land is lower compared to the area of the FSI consumed in the said Building. The Allottee(s) do hereby further irrevocably agree and confirm with the Promoter that the said Sale Sub Plot Land is not in proportion to the FSI consumed in respect of the structures /building(s)/Wings(s) constructed on the said Sale Sub Plot Land. The area comprised in the said Sale Sub Plot Land is lower to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Sale Sub Plot Land. However the Promoter confirms that the said Entire Land is having and entitled to the FSI consumed in all the structures/building(s)/Wings(s) proposed to be constructed on the said Entire Land. The area comprised in the said Entire Land is commensurate to the area of the FSI consumed in all the building(s)/wing(s) constructed on the said Entire Land.
- 30.5 The Promoter shall be entitled to construct or retain site offices/ sales lounge in the said Building Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Building Land or the Super structure constructed thereon is Leased to the Common Organization and shall continue to have and use such site offices/ sales lounge etc., until the Entire Land is developed, and entire development as described in clause 28 is completed.
- 30.6 Irrespective of execution of Lease for super structure, the Promoter shall be entitled to develop and continue to develop, the remaining unbuilt floors on the said Building(s) and also remaining building(s)/Wing(s) on the said Sale Sub Plot Land and also the said Entire Land and continue to own, with right to construct balance floor space index, utilization of the Development Rights, additional floor space index available to the said Entire Land, increase in floor space index, fungible FSI, any FSI which may be available from time to time including due to change in Rules/Regulations/Laws and Policies of the Government or the Local Authorities. The Promoter shall not be required to obtain any consent or permission from the Allottee(s) or the Common Organization of the Allottee(s) for the purpose of utilizing FSI on the said Sale Sub Plot Land or the said Entire Land for the development potential as disclosed in Schedule 2 Part A. The Promoter shall not be required to obtain any consent or permission from the Allottee(s) or the Common Organization of the Allottee(s) for the purpose of construction of additional floors, on the said Building as disclosed in the Schedule 2 Part A hereto. The Promoter has disclosed the FSI in Schedule 2 Part A as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to Purchase the said Apartment based on the proposed construction and Sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. If the FSI of the said Entire Land/Larger Land is increased beyond what is disclosed in Schedule 2 Part A due to change in the law or the policies of the Government or local authorities Such increased FSI shall exclusively belong to the Promoter which shall be utilized by the Promoter on the said Entire

Land. No consent or confirmation of the Allottee(s) or the common organization of the Allottee(s) shall be required for the purpose of construction out of such increased FSI belonging to Promoter.

- 30.2 The Common Organization of the Allottee(s) and the Allottee(s) shall fully co-operate with the Promoter in the matter of construction and completion of the Development and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.

31. CONVEYANCE OF THE SAID SALE SUB PLOT LAND.

- 31.1.1 The Allottee(s) do hereby irrevocably agree, confirm and covenant with the Promoter that the Promoter shall Convey Sale Sub Plot Land and Sale Sub Plot Common Areas and Sale Sub Plot Common Facilities and Sale Sub Plot Common Basement, Podium for Car Parking Space(s) provided in the said Sale Sub Plot Land to the Federation only after the said Project on the said Entire Land is fully developed and all the FSI/ TDR in any nature or form whatsoever in respect of the Sale Sub Plot Layout is fully utilized by the Promoter and all the Apartments and other premises are sold by the Promoter to the prospective Allottee(s) and all the moneys receivable by the Promoter are fully received by the Promoter and not earlier.

- 31.1.2 The Sale Sub Plot Land shall be conveyed by the Land owner to the Federation.

- 31.2 The Conveyance Deed to be executed as provided hereinabove shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Promoter in its sole, absolute and unfettered discretion, and also to enable Promoter to unrestricted and unobstructed completion of the Project, including the following covenants :-

- (I) Rights of Promoter under this agreement which shall be binding upon the Allottee(s) and Allottee(s) heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Common Organization and Federation;
- (II) For right of way/access, if any, given and granted or to be given and granted to and in favor of the owner(s) and/or occupiers of any contiguous or adjacent or adjoining Lands and properties and/or any other person(s), over or through the said Building Land and the said Sale Sub Plot Land and the said Entire Land or any part thereof and/or to any other building/structure within the said Building Land and the said Sale Sub Plot Land and the said Entire Land;
- (III) Specific and/or general indemnities in favor of the Promoter.

- 31.3 The Promoter hereby agrees that it shall, before execution of a Conveyance of the said Sale Sub Plot Land in favor of the Federation ensure that the said Sale Sub Plot Land is free from all encumbrances, except those declared under this Agreement.

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- 31.4 The Promoter shall have the right to designate and transfer any space in the said Sale Sub Plot Land to third party service providers for the purpose of facilitating the provision and proper maintenance of various utility services to be availed by the Allottee(s) of the buildings that may be developed on the said Sale Sub Plot Land. The Promoter shall also be entitled to designate or transfer any space in the said Sale Sub Plot Land to such utility provider either on leave and license or Conveyance basis for the purpose of installing receiving station, sub-stations, STP, Rain water harvesting system etc as per the service requirements in the said Sale Sub Plot Land and the buildings constructed thereon.
- 31.5 The Promoter shall be entitled to construct or retain site offices/ sales lounge in the said Sale Sub Plot Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Sale Sub Plot Land or any portion thereof is Conveyed to the Federation and shall continue to have and use such site offices/ sales lounge etc., until the said Sale Sub Plot Land is fully developed, and entire Development of Entire Land as contemplated under Schedule 2 Part A is completed.
- 31.6 The Federation shall fully co-operate with the Promoter in the matter of construction and development of Entire Land and the infrastructure and common amenities and facilities on the said Sale Sub Plot Land and/or Entire Land without creating any obstruction or interference.
- 31.7 Further the Allottee(s) not only as the Allottee(s) but also as a member of the Common Organization and Federation agrees that in case the promoter executes a Conveyance in favor of the Federation before completion of Entire Development, then balance FSI and Development potential of the Entire Land shall exclusively belong to Developer/Owner and Developer/Owner shall alone be entitled to develop and sell the units constructed from such balance development potential.
- 31.8 All open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc., within the said Sale Sub Plot Land will remain the property of the Promoter until the said Sale Sub Plot Land is /Conveyance to the Federation of the Common Organizations of the Allottee(s) as hereinafter mentioned.

32 DECLARATION & CONFIRMATION BY THE ALLOTTEE(S).

- 32.1 The Allottee(s) acknowledges that the Promoter has readily provided information/clarifications as required by him/her/them and has/have not relied upon nor has/have been influenced by any sale plans, pamphlets, sample Apartment, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral concerning the amenities to be made available or any other data except as represented in this Agreement and the Allottee(s) has/have relied solely on his/her/their own judgment in deciding to enter into this Agreement.
- 32.2 The Allottee(s) agrees and acknowledges that the sample Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as

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sample Apartment if furnished by Allottee(s) and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Apartment, other than as expressly agreed by the Promoter under this Agreement.

- 32.3 Allottee(s) shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Building Land or Sale Sub Plot Land or Entire Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- 32.4 The access and use of light and air to and for the said Apartment, the said Building and other building(s) structure(s) in the said Sale Sub Plot Land and/or Entire Land, for and over any portion of the said Sale Sub Plot Land and/or Entire Land and/or the adjacent, contiguous and adjoining Lands is enjoyed under the express consent and permission of the Promoter;
- 32.5 The Allottee(s) agrees and acknowledges that the Promoter have the sole and absolute authority regarding sale, transfer, assignment and/or disposal of the construction or unsold Apartments, Car Parking Space(s) which are not Licensed Apartments and premises including additional construction carried out on the said Building Land or Sale Sub Plot Land or Entire Land by utilizing and consuming the FSI, FAR, DR and TDR, inherent FSI, Fungible FSI, Residual FSI, Utilized FSI, Floating FSI, Increased or enhanced FSI or sale, lease, license, transfer, assignment and/or disposal thereof and the Promoter's sole right to enjoy and appropriate the revenue, income and benefits thereof;
- 32.6 The Allottee(s) agrees and acknowledges that the Promoter have the sole and absolute authority regarding any contracts, arrangements, memorandums and/or writings executed for the said Building Land or Sale Sub Plot Land or Entire Land including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said Building or other such buildings in the said Building Land or Sale Sub Plot Land or Entire Land and/or the Club House including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the said Building, as the Promoter may determine, for such Purchase Consideration and on such terms and conditions as the Promoter may deem fit;
- 32.7 The Allottee(s) is/are aware of and has inspected copies of the documents and writings relating to Environment Clearance for development of the said Building and has agreed and undertaken to adhere to observe and comply with the terms and conditions contained in the said documents and writings not only as a Allottee(s) of the said Apartment, but also as a member of Common Organization and also that of Federation;
- 32.8 The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the entire Project of development of the Entire Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the Sale Sub Plot Land and/or Entire Land, the Allottee(s) not only as a Allottee(s) of the said Apartment, but also as a member or Managing Committee member of Common Organization shall not at anytime, raise any objection, obstruction on any ground

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whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the Sale Sub Plot Land and/or Entire Land. The Allottee(s) and/or the Common Organization shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the Sale Sub Plot Land and/or Entire Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the Sale Sub Plot Land and/or Entire Land;

- 32.9 The Allottee(s) agrees and acknowledges that the residual, floating, additional, increased, enhanced, balance, fungible, inherent or unutilized floor space index (FSI) in respect of the said Sale Sub Plot Land and/or Entire Land shall always be available to and shall always be for the benefit of the Promoter. In the event of any zonal/additional FSI in respect of the said Sale Sub Plot Land and/or Entire Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and /or additions to the BUA (Built Up Area) on the said Sale Sub Plot Land and/or Entire Land as may be permissible. Under no circumstance, the Allottee(s) or Common Organization of the Allottee(s) shall alter/demolish/reconstruct or redevelop the said Building and /or the said Building Land or part thereof to use any incentive, residual, unutilized, floating, fungible increased or enhanced FSI available on the said Building Land/ Sale Sub Plot Land. It is also agreed by the Allottee(s) that even after Common Organization shall have been formed in respect of the said Building in which the said Apartment is located, the Promoter alone shall continue to retain full right and authority to develop the said Sale Sub Plot Land and/or Entire Land and to utilize such entire FSI and/or any incremental development potential.
- 32.10 The Allottee(s) agrees and acknowledges that with respect to the utilization on the unutilized/additional FSI, the Promoter shall at all times have the right to raise additional stories over and above the said Building and construct additional floors/Apartments at any time hereafter. The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of additional construction beyond what is presently approved for the said Building and shall not raise any objection thereto on any account or any reason whatsoever. The Promoter shall always have the right to use the common passage, driveways, set-back spaces and amenities of the said Building Land/Sale Sub Plot Land for the said purpose and the Allottee(s) shall not object or cause any obstruction there on any ground whatsoever including nuisance and easement rights etc.
- 32.11 The Allottee(s) acknowledges that the Promoter shall be entitled to construct additional Building(s) or wings(s) of the buildings in the said Sale Sub Plot Land and/or Entire Land, for the purpose of achieving completion of development as envisaged in Schedule 2 Part A of this Agreement. The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of additional construction beyond what is presently approved for

the said Building Land and/or Sale Sub Plot Land and/or Entire Land and shall not raise any objection thereto on any account or any reason whatsoever.

- 32.12 The Allottee(s) agrees and acknowledges that the Promoter is/are providing equipment/systems/appliances as mentioned in the List of Amenities. The Allottee(s) is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/nonperformance or otherwise of these systems/appliances.
- 32.13 The Allottee(s) agrees and acknowledges that the Promoter may amalgamate or sub divide or allow the Sale Sub Plot Land and/or Entire Land to be developed in part or parts to it's nominee or nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease of the Sale Sub Plot Land and/or Entire Land or any part thereof including converting the tenure of the Sale Sub Plot Land and/or Entire Land from free hold to lease hold* or from lease hold to sub lease hold* as the Promoter may desire.
- 32.14 The Allottee(s) agrees and acknowledges that the Promoter shall be the sole and absolute authority to provide and grant Allotment in respect of Car Parking Space(s) in the said Sale Sub Plot Land and/or Entire Land and/or Larger Land. The Promoter entitlement to Allot Car Parking Space(s) at such location as they may think fit in favor of holders, users, licensees thereof irrespective of the building(s)/structure(s) in which the Apartments, Apartments or premises may be located in the said Sale Sub Plot Land and/or Entire Land and on the terms and conditions as the Promoter may think fit and the Allottee(s) as a member of the Common Organization hereby covenant that he/she/it/they shall not (i) raise any objection to the aforesaid Car Parking Spaces, (ii) obstruct or hinder access to Car Parking Space(s) at any time and (iii) demand or raise any claim/s for separate, special, additional or extra amount compensation or Purchase Consideration, fees, charges, premium donation or otherwise in this regard, at the time of sale of the said Apartment.
- 32.15 The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of construction due to any deficiency in open space, access or right of way etc. which are, required by the Planning Authority then he shall sign and execute such application, affidavit undertaking or consent and shall not raise any objection thereto on any account or for any reason whatsoever.
- 32.16 The Allottee(s) not only as the Allottee(s) but also as a member of the common organization /Federation/Apex Body shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of the Entire Land and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.

33 NO RIGHTS OF THE ALLOTTEE(S).

- 33.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Building or of the Sale Sub Plot Land/Entire Land/Larger Land or any part thereof to the Allottee(s). The Allottee(s) shall have no claim of any nature

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whatsoever save and except in respect of the said Apartment hereby agreed to be sold to him/her.

33.2 All open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc., within the Sale Sub Plot Land/Entire Land will remain the property of the Promoter until the said Sale Sub Plot Land is Conveyed/Leased/Sub Leased to the Federation.

33.3 It is further agreed between the parties here in that the Allottee(s) shall not be entitled to visit the premises for inspection or otherwise, till it is ready for possession and notice of handing over of the possession of the said Apartment is given by the Promoter.

34 **COVENANTS AND OBLIGATIONS OF THE ALLOTTEE(S).**

34.1 The Allottee(s) with the intention to bind all the persons into whosever hands the said Apartment may come, hereby agrees, undertakes and covenants that from date of taking possession of the said Apartment:-

34.1.1 Maintain the said Apartment, its support, shelter columns, beams, walls and slabs at his/her/their own costs as a prudent person, would in good and tenantable condition;

34.1.2 Not to use the said Apartment in violation of any provision of law applicable thereto;

34.1.3 Not to use or permit the said Apartment to be used for any purpose other than permissible under any law for the time being in force ;

34.1.4 Not to cause any nuisance or annoyance to the neighbors;

34.1.5 Not to throw any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the compound or any portion of the said Building;

34.1.6 Not to do or suffer to be done anything in or about to the said Building or the said Apartment or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Common Organization, Municipal Corporation, and/or any other concerned authority;

34.1.7 Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or cause any increase in premium to be paid in respect thereof;

34.1.8 Not to demolish or cause to be demolished the said Apartment or any part thereof or make or cause to be made any change, addition or alteration whatsoever in or to the said Apartment or any part thereof nor any alteration in the elevation and outside colour of the said Building and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural alteration in the said Apartment or any part thereof;

34.1.9 Not to fix grills from outside of window or at any place which affects the elevation of the said Building in any manner whatsoever;

34.1.10 Not to fix air conditioners at place(s) other than earmarked for fixing such Apartment(s) nor at any other place which would affect the elevation of the said Building in any manner whatsoever;

34.1.11 Not to shift/change place of kitchen and toilets which affects drainage system of the said Building in any manner whatsoever;

34.1.12 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof, and shall keep the relevant portion in good tenantable repair and condition, and

in particular, so as to support, shelter and protect the other parts of the said Building, shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC, Pardis or other structural parts of the said Apartment of the said Building;

- 34.1.13 Not to refuse or neglect to carry out any work directed to be executed by Competent Authority in the said Building or in the said Apartment after he/she/they have taken possession thereof, or require or hold the Promoter liable for execution of such works;
- 34.1.14 Not to encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by him or otherwise forming part of the said Apartment;
- 34.1.15 Not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound, except in the parking lot;
- 34.1.16 Not to restrain the Promoter or their servants and agents from entering upon the said Apartment for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said Building or to the said Apartment for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;
- 34.1.17 Not to sell, transfer, assign, let, grant leave and license, dispose of or in any other manner deal with, dispose of or part with physical possession of the said Apartment or any portion thereof or his right, title, claim, demand and interest thereto or therein or under this Agreement, to any other person before paying to the Promoter all the amounts payable to them hereunder and without first obtaining their prior written consent in that behalf from the Promoter. For giving such consent, the Promoter shall be entitled to charge and demand Consideration and/or fees as the Promoter may deem fit and proper and the Allottee(s) hereby unconditionally agree to pay the same without any demur or protest;
- 34.1.18 Become a member of the Common Organization formed for all such Allottee(s) of the Apartment(s) and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the said Common Organization shall reasonably require him to do;
- 34.1.19 Observe, perform and comply with all the bye-laws, rules and regulations of the Common Organization.
- 34.1.20 The Allottee(s) shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Project and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.

34.2 **Additional Obligations of the Allottee(s).**

- 34.2.1 In the event that the Allottee(s) after receiving possession of the said Apartment commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causing any unauthorized repairs in or to the said Apartment or the said Building, the Promoter shall be entitled to

call upon the Allottee(s) to rectify the same at his cost and restore the said Apartment or the Building to its original condition. Without prejudice to the foregoing obligation of the Allottee(s), the Promoter may carry out the necessary rectification or restoration and the Allottee(s) shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this behalf. Without prejudice to the aforesaid, if the Allottee(s) does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Allottee(s) or fails to reimburse the Promoter forthwith on demand for all costs, charges and expenses incurred by the Promoter, then in such event the Promoter shall be entitled to terminate this Agreement and Promoter shall be entitled to 20% of the Purchase Consideration as mutually agreed liquidated damages, and the Promoter shall within a period of 6 months from the date of termination, refund to the Allottee(s) the balance amount which may till then have been paid by the Allottee(s) to the Promoter, but the Promoter shall not be liable to pay to the Allottee(s) any interest on the amount so refunded, provided that the Promoter may deduct from any such refundable amount any loss caused to the Promoter or the cost, charges and expenses incurred by the Promoter to rectify the damage to the said Apartment or the said Building. Upon termination of the Agreement the Promoter shall be at liberty to sell and dispose of the said Apartment to such third party and at such price as the Promoter may in its absolute discretion think fit and the Allottee(s) shall have no claim on the said Apartment or the Promoter or the price so obtained or otherwise howsoever. Upon refund of the aforesaid balance amount after deducting mutually agreed liquidated damages, the Allottee(s) shall not have any money claim on the Promoter. Provided further it is clarified that in the event of default by the Allottee(s) as setout in the foregoing paragraph, the Promoter shall be entitled to all the default remedies as setout in this Agreement.

34.2.2 Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Apartment or the said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee(s). The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee(s) makes any such change or carries out any repairs or alterations to the said Apartment or the said Building without the written consent of the Promoter.

34.3 Assignment by Allottee(s).

34.3.1 This Agreement or any interest of Allottee(s) in this Agreement shall not be assigned by the Allottee(s) without prior written consent of the Promoter, which consent may be given or denied by the Promoter at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force. The Promoter may permit the Allottee(s) to assign, transfer, nominate or convey the said Apartment subject to the payment of transfer charges as may be decided by the Promoter at the time of such transfer and further shall be subject to the terms, conditions and charges as the Promoter may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment

by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Promoter to cancel this Agreement and to avail of remedies as set forth in this Agreement.

34.3.2 The Allottee(s) shall not let, sub-let, transfer, mortgage, charge, assign or part with the Allottee(s) interest or benefit under this Agreement or part with the possession of the said Apartment unless all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up and only if the Allottee(s) has not been guilty of any breach or non-observance of any of the terms and conditions of this Agreement and in any such case the Allottee(s) shall have obtained the prior written consent of the Promoter of his intention to do so.

34.3.3 The Allottee(s) shall obtain the Police NOC/Verification if the Allottee(s) intends to give the said Apartment on leave and license/lease basis to any third party in accordance with the terms of this Agreement;

34.3.4 The covenants, confirmation and obligations by the Allottee(s) contained hereinabove and under this agreement shall be binding on all transferee(s) of the said Apartment.

34.4 **Allottee(s) Not to Obstruct, Object or Protest.**

34.4.1 The Promoter may complete any wing, part, portion or floor of the said Building and obtain part occupation certificate and give possession of Apartment(s) therein to the Allottee(s) of such Apartments and the Allottee(s) herein shall not be entitled to raise any objection thereto. If the Allottee(s) takes possession of the said Apartment in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee(s) occupying his/her/their Apartment, the Allottee(s) shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.

34.4.2 The Allottee(s) shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Project and the infrastructure and common amenities and facilities on the Entire Land without creating any obstruction or interference.

34.5 **Allottee(s) to sign, execute and register Cancellation Deed.**

The Allottee(s) agrees and confirms that in the event of termination or cancellation under any of the clauses of this Agreement, the Allottee(s) shall, sign, execute and register the Deed of Cancellation or any other document which records the termination and/or cancellation of this Agreement as prepared by the Promoter within (7) seven days of date of notice issued by the Promoter recording cancellation or termination of this Agreement.

35 **RIGHTS OF PROMOTER**

35.1 **Amalgamation of Plots.**

35.1.1 It is agreed that the said Entire Land/Larger Land can be amalgamated with any other adjoining plot and in that event the definition of the said Entire Land/Larger Land shall include such amalgamated Land and entire Agreement shall be read accordingly. Development of entire Land under Clause 27 hereinabove shall be mean to be achieved only on completion of all works and full utilization of combined development potential on such Entire/Larger amalgamated Land.

35.1.2 It is agreed that the said Sale Sub Plot Land/Entire Land can be amalgamated with any other adjoining plot and in that event the said Sale Sub Plot Land/Entire Land shall be deemed to be such amalgamated Sale Sub Plot Land/Entire Land.

35.2 Sub division of Plots

35.2.1 The Promoter may sub divide or allow the Entire Land to be developed in part or parts to its nominee or nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease, the Entire Land or any part thereof including converting the tenure of the Entire Land from free hold to lease hold* or from lease hold to sub lease hold* as the Promoter may desire.

35.2.2 The Promoter may sub divide or allow the Sale Sub Plot Land to be developed in part or parts to its nominee or nominee(s) or assignee or assignee(s) and/or to give on lease, sub lease or under lease of the Sale Sub Plot Land or any part thereof including converting the tenure of the Sale Sub Plot Land from free hold to lease hold* or from lease hold to sub lease hold* as the Promoter may desire.

35.3 Additional Construction.

It is hereby expressly clarified, agreed and understood that the Promoter shall always and at all times (including before or after execution of any deed of transfer) have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to develop the said Sale Sub Plot Land and/or Entire Land as per Schedule 2 Part A by utilizing the said FSI, FAR, DR, and TDR including the unutilized, Incentive FSI, Floating FSI, Inherent FSI, Fungible FSI, Residual FSI, Utilized FSI, Increased or enhanced FSI Rental Housing FSI, Affordable Housing FSI, Transit Accommodation FSI, Public Parking FSI and unconsumed FSI, FAR, DR and TDR originating from or arising out of or available in respect of the said Entire Land/Larger Land or by way of loading TDR generated from any other property. FSI, FAR, DR and TDR which are now available and/or which may be available or granted and or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, including on account of handing over to the government or local body or authority, any part(s) thereof affected by set back and or amenity space requirements and or regulations and or affected by any reservation, acquisition and or requisition and or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoter. Such entire FSI etc, as disclosed under Schedule 2 Part A shall be consumed by construction of additional floor(s) on the said building, and/or wing(s) and/or other extension(s) to the said Building in which the said Apartment is being sold to the Allottee(s) herein and/or construct additional buildings or wings of building(s) in the said Sale Sub Plot Land. The Allottee(s) herein, Common Organization shall not have or claim any rights, demand benefits or interest whatsoever in respect thereof.

35.4 Promoter Rights regarding unsold Apartments/ Car Parking Space(s) which are not Licensed.

As and when the Common Organization is formed in terms of the applicable laws and if by then all the Apartments and Car Parking Space(s) which are not Licensed envisaged to be constructed are not sold by the Promoter, then the Promoter shall hold such unsold Apartment(s) and Car Parking Space(s) which are not Licensed in its name not as member(s) of the Common Organization but as the absolute owners thereof and it shall not be subject

to or be governed by the bye/laws, rules or regulations including the tenancy or License regulations of the Common Organization and the Promoter shall have unqualified, unfettered and unrestricted rights and authority to sell and dispose or lease or License such unsold Apartment(s) and Car Parking Space(s) which are not Licensed to any person of the Promoter' choice and the Common Organization and/or its members being the Allottee(s) of the Apartments in the said Building, shall not object to any such sale or disposal or Lease or License by the Promoter nor shall it or they refuse to enroll the Allottee(s) of such unsold Apartment(s) and Car Parking Space(s) which are not Licensed from the Promoter, as members thereof. Apartments remaining unsold and Car Parking Space(s) which are not Licensed on the date of execution of the Deed of Lease of the said Building in favour of the Common Organization then the Promoter shall be at liberty and be entitled to allow such unsold Apartments and Car Parking Space(s) which are not Licensed to be used by any person of its choice on leave and license basis and/or on rental basis or under the "Time Share Scheme or Service Apartments Scheme" pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Allottee(s) or Common Organization of the Allottee(s). The Allottee(s) shall not be entitled to object to the same for the period of such use and occupation of such unsold Apartments by the Promoter through such persons. The Promoter shall not pay to the Common Organization any actual outgoings or sinking fund contribution due in respect thereof and shall not be liable to contribute any amount towards any account non-occupancy charges or for any other fund provided for under the bye-laws, rules and regulations or resolutions of the Common Organization.

35.5 Alterations of Unsold Apartments.

The Promoter shall have right, without any approval of any Allottee(s) in the said Building to make any alterations, additions, improvements or repairs, , interior work or exterior work, ordinary or extra ordinary in relation to any unsold Apartment within the said Building and the Allottee(s) agrees not to raise objections or make any claims on this account.

35.6 Sell, Transfer or Assignment by Promoter.

The Promoter may sell, transfer or assign all its rights, title and interest in the Sale Sub Plot Land (subject to the rights and interests created in favor of the Allottee(s)) including in respect of the unsold Apartments and Car Parking Space(s) which are not Licensed in any wings of the said Building provided that such sale, assignment or transfer does not affect or prejudice the rights of the Allottee(s) herein contained and in such event, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

35.7 Change and Variances in Layout etc.

The approved layout shown to the Allottee(s) at the time of signing of this Agreement is subject to change / variation / modification by Promoter to achieve development as disclosed in Schedule 2 Part A. The Allottee(s) accepts that the layout shown to him at the time of signing of this Agreement is only provisional and to achieve development as disclosed in Schedule 2 Part A, approved layout can be changed, modified, altered, varied by the Promoter from time to time in absolute discretion of the Promoter for any reasons whatsoever including the reason of market conditions, market demand and/or requirements of Development Control Regulations etc. It is agreed by the Allottee(s) that the Promoter shall be entitled to carry out any

change / alteration / modification and / or variation in the approved Master layout or in the approved Sale Sub Plot Layout, in any manner whatsoever, as may be required by the Promoter for consumption of full FSI available in respect of the said Entire Land/Larger Land, from time to time, in respect of the said Building Land and/or Sale Sub Plot Land and/or Entire Land. The Allottee(s) has given an informed consent to the Promoter to carry out any change / alteration / modification and / or variation in the approved Master Layout and/or approved Sale Sub Plot Layout in any manner whatsoever as may be required by the Promoter for consumption of full FSI available in respect of the said Entire Land/Larger Land from time to time

35.8 Change in User of any Building.

The approved Layout in respect of Sale Sub Plot Land and the Entire Land discloses the user of each of the building. The Allottee(s) accepts that the user shown against each building is only provisional and can be changed, modified, altered and varied by the Promoter from time to time at its absolute discretion. It is agreed by the Allottee(s) that the Promoter shall be entitled to carry out any change, modification, alteration or variation in the user of any building in the Sale Sub Plot Layout or Master Layout as may be required by the Promoter from time to time.

35.9 Use of the Terraces.

The Allottee(s) is/are aware that even though the terraces of a building under the Municipal Regulations and the Development Control Regulations are common facility, the Promoter shall be entitled to grant exclusive right of access and maintenance of the terraces or any part thereof to the Allottee(s) of Apartment(s) adjacent to the Apartment(s) as per the sanctioned plans. The Allottee(s) hereby accepts the right of the Promoter to grant exclusive right of access and maintenance of the terraces or any part thereof to the Allottee(s) of Apartment(s) adjacent to the said Apartment.

35.10 Putting up Advertisement/Hoarding.

35.10.1 The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces or terraces in the said Building and/or Sale Sub Plot Land and/or Entire Land and/or Larger Land including on the terrace and compound walls as the Promoter may deem fit. The said right shall continue to subsist even after the execution of appropriate Deed of Lease of the said building in favor of Common organization, and/or Deed of Lease in favour of the federation and/or Deed of Lease in favour of Apex Body.

35.10.2 If the Promoter puts up hoarding, etc. on the said Building /Sale Sub Plot Land/ Entire Land/Larger Land and consequent to such action, if any municipal rates, taxes, cesses, assessments are imposed on the said Building/Sale Sub Plot Land/Entire Land /Larger Land due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Building/Sale Sub Plot Land/Entire Land/Larger Land, the same shall be borne and paid wholly by the Promoter.

35.10.3 The Allottee(s) further agrees that the Promoter will be entitled to display their Logo/Branding of such size and material as the Promoter may deem fit at its sole and absolute and unfettered discretion anywhere on the terrace, façade, Entrance Lobby, Compound Wall or uppermost floor of the said Building without creating any hindrance or nuisance to the Allottee(s). The

Allottee(s) further agrees that Logo put up on the said Building as aforesaid will not be removed and the same shall be maintained by the Promoter at their own costs for which a separate electric meter shall be installed. The Allottee(s) and the said Common Organization of Allottee(s) so formed shall not object to the same at any time even after the said building is conveyed in favor of the Common Organization. The Promoter reserves to itself full and free access right of way and means to access to such Place or places for the purpose of repair, painting or changing the Logo/Branding.

35.10.4 The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Allottee(s) or the Common Organization of the Allottee(s) of Apartment(s), as the case may be shall not raise any objection thereto.

35.10.5 The Allottee(s) will not object to aforementioned rights of Promoter for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said Building/Sale Sub Plot Land/Entire Land, the terrace and any other open spaces in the said Building/Sale Sub Plot Land/Entire Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings.

35.11 **Telecommunication Equipments.**

The Promoter hereby reserve the right to allow telecommunication companies to use the terrace in such manner, as it may deem fit and proper including installation of their machinery, etc. The said right shall continue to subsist even after execution of Lease of the said Building in favor of Common Organization or execution of Lease of the said Sale Sub Plot Land to the Federation or Conveyance/Assignment of the said Sale Sub Plot Land to the Apex Body as the case may be. If any Municipal rates, taxes, cesses, assessments are imposed on the said building due to such installations of machinery by telecommunication companies put up on the open spaces or terraces or any other portion of the said Building Land, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by way of Purchase Consideration, rent/compensation/fees or in any other form received from tele-communication companies or from any one on account of installation of any machinery as aforesaid at any time hereafter. The Allottee(s) will not object to the same for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said Property, the terrace and any other open spaces in the said Property for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery, installations, the advertisement hoardings etc. The Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Allottee(s) and/or the Common Organization shall not raise any objection thereto.

35.12 **Promoter's Right to Raise Finance.**

The Allottee(s) hereby authorizes and permits the Promoter to raise finance/ loan from any financial institution/ bank by way of mortgage/charge/ securitization of receivables or in any other mode or manner by charge/ lien/ mortgage of the said Building/Building Land/Sale Sub Plot Land/Entire Land subject to the condition that the said Apartment shall be free from all encumbrances at the time of execution of these presents or the

Promoter will deposit all sale proceeds thereof with the Mortgagees towards repayment of the loan amount. The Promoter/financial institution/bank shall always have the first lien/charge on the said Apartment for all the dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Promoter for the purpose of construction of the said Building. The Allottee(s) hereby expressly consents to the Promoter creating a mortgage over the said Building/Building Land/Sale Sub Plot Land /Entire Land in favor of any bank or financial institutions. This consent shall be deemed to have been given under the provisions of Section 9 of MOFA Act. This consent is given on the express understanding that the Promoter shall redeem the said mortgage, at its own expenses, before the said Building is transferred to the Common Organization. It is clarified that the aforesaid clause is not applicable in respect of said Apartment. The Promoter shall not be entitled to raise finance/loan by way of mortgage etc on the said Apartment.

35.13 Right to Enter for Repairs.

In addition to the Promoter's rights of unrestricted usage of all Common Areas and facilities and parking space for providing necessary maintenance services, the Allottee(s) agrees to permit the Promoter or their employee(s) agents to enter into the said Apartment or any part thereof, after due notice of 24 hours in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Apartment or the defects in Apartment above or below or adjacent to the said Apartment. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Promoter shall be entitled to take such actions as it may deem fit.

35.14 Right to Introduce Security or Safety Measures.

As and when the circumstances may require or the Promoter may deem fit the Promoter may introduce safety and security measure for protection of the said Building, their occupants and their properties. These safety measures may be introduced by the Common Organization, as and when formed.

35.15 Other Rights of the Promoter.

35.15.1 It is specifically clarified to the Allottee(s) that this Agreement is specific and confined to the said Apartment agreed to be purchased by the Allottee(s) herein. The said Building and all Land(s) beneath the said Building, and all other area within the Sale Sub Plot Land and the Entire Land are clearly outside the scope of this Agreement and the Allottee(s) shall have no ownership rights, no rights of use, no title or no interest, claim or demand of any kind or manner whatsoever over the same or any part thereof.

35.15.2 The Allottee(s) confirms and represents that the Promoter has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title, claim, demand or interest of any kind whatsoever in any Lands, buildings, Common Areas, facilities and amenities falling within the periphery/ boundary of the said Sale Sub Plot Land nor he/she had made any payment to the Promoter for such Lands, buildings, Common Areas, facilities and amenities falling outside the said Sale Sub Plot Land.

35.15.3 Save and except the said Apartment, and Allotment to use the said Car Parking Space(s), which is subject matter of this Agreement, the Allottee(s) agrees that all other Land(s), areas, facilities and amenities on the said Sale Sub Plot Land and Entire Land, are specifically excluded from the scope of this Agreement and the Allottee(s) shall not be entitled to any ownership

rights, title, claim, demand or interest etc. in any form or manner whatsoever in such Land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that the right of development of such Lands, areas, facilities and amenities and rights to deal with the same vests solely with the Promoter/its associate companies/its subsidiary companies and their usage and manner mentioned in this Agreement or use, disposal etc. independently shall be at the sole discretion of the Promoter/its associate companies/its subsidiary companies, subject to statutory stipulations that may be imposed by Municipal Corporation.

35.15.4 The Promoter shall be free to construct additional structures like sub-station for electricity, Common Organization offices, departmental stores, Rain Harvesting Plant, Sewage Treatment Plant and/or any other plant for recycling of the water to be used for domestic consumption, covered and enclosed garages in open compound, underground and overhead tanks, structures, watchmen's cabin, toilet Apartments for domestic servants, septic tanks and soak pits, the location of which are not particularly marked upon the ground floor plans or Sale Sub Plot Layout Plans or Master Layout of the said Entire Land. The Promoter may implement such scheme in the Project as may be required under any Rules, Law or Statute. The Allottee(s) shall not interfere with these rights of the Promoter by raising any dispute in that regard.

35.15.5 The Promoter shall have the right to designate any space in the said Sale Sub Plot Land or said Entire Land or said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottee(s) of the buildings that may be developed on the said Sale Sub Plot Land/Entire Land. The Promoter shall also be entitled to designate any space in the said Sale Sub Plot Land /Entire Land/Larger Land to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations, STP, Rain water harvesting system etc with a view to service the electricity requirement and other requirement in the said Sale Sub Plot Land /Entire Land and the buildings constructed thereon.

36 **FORCE MAJEURE.**

36.1 Force Majeure shall be event or combination of events or circumstances beyond the control of the Promoter which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Promoter ability to perform its obligations under this Agreement, which shall include but not be limited to:-

36.1.1 Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;

36.1.2 Explosions or accidents, air crashes, act of terrorism;

36.1.3 War and hostilities of war, riots, bandh or civil commotion;

36.1.4 The promulgator of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;

- 36.1.5 If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Apartment/Building or;
- 36.1.6 If any matters, issued relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;
- 36.1.7 In case of the construction work or development under the Scheme is delayed due to more than 20% of the Allottee(s) (other than the Allottee(s)) not paying their installment(s) or dues on their respective due dates, then the Allottee(s) herein will not hold the Promoter responsible or liable for delay in delivery of possession of the said Apartment by the Possession Date.
- 36.1.8 Economic slowdown in general.
- 36.1.9 Delay in issue of Commencement Certificate and/or Occupation Certificate and/or Building Completion Certificate by the concern Competent Authority.
- 36.1.10 Any event or circumstances analogous to the foregoing.
- 36.1.11 If the said building or any part thereof gets demolished and/ or gets damaged due to any reason whatsoever.
- 36.2 The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Allottee(s).

37 REINSTATEMENT OF DAMAGED OR DEMOLISHED STRUCTURE

- 37.1 If the said building or any part thereof gets demolished or gets damaged on account of force majeure or for any reason whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee(s) along with the other Allottee(s) of the structure so damaged or demolished and the promoter shall not be responsible for any such damage or demolition.
- 37.2 If the Car Parking Space(s) or any part thereof constructed or being constructed on the said Sale Sub Plot Land gets demolished or gets damaged on account of force majeure or for any reason whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee(s) along with the other Allottee(s) of the structure so damaged or demolished and the promoter shall not be responsible for any such damage or demolition.

38. IRREVOCABLE INFORMED CONSENT OF THE ALLOTTEE(S) UNDER SECTION 7 AND 7A OF MOFA ACT AND/OR UNDER RERA.

- 38.1 The Allottee(s) has been informed / disclosed of the details as follows:-
- 38.1.1 The Promoter has disclosed to the Allottee(s) that the said Entire Land is being developed by dividing it into various Sub Plots. The development of the each of the Sub Plot will be carried out in multiple Part(s) over a period of time.
- 38.1.2 **Proposed Development as disclosed under Schedule 2 Part A**
The Promoter has informed to the Allottee(s) the quantum of the proposed development on the said Entire Land/ Larger Land and also on the said Sale Sub Plot Land as disclosed in Schedule 2 Part A. The Allottee(s) has also been informed of the proposed development on each of the Sub Plot Land(s) including that of the said Sale Sub Plot Land. The Allottee(s) is also informed

of the FSI proposed to be utilized on the said Entire Land, and on the said Sub Plot Land. The Allottee(s) is further informed of the imbalance of the proposed FSI to be consumed in respect of each of the Sub Plot Land(s) including that of the said Sale Sub Plot Land. The Allottee(s) is further informed of the number of building(s)/Wing(s) including the number of floors in respect of each of the building/Wing which is proposed by the Promoter on the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase in the said Apartment. The Allottee(s) is informed about the number of Floors proposed in the said building in respect of which the said Apartment is located. The Allottee(s) is further informed of the aggregate area of recreation open space, garden and playground which will be provided in respect of the said Entire Land and specifically in respect of the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has been informed about of the various amenities which are proposed by the Promoter to be provided in the said Entire Land and said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has also been informed that the Promoter shall construct residential and/or commercial building(s) and/or retail building and/or, shopping mall, cinema, multiplex, hotel, restaurants and/or mix-use with or without shop line in the said Entire Land in general and in the said Sale Sub Plot Land in particular in which the Allottee(s) has agreed to purchase the said Apartment. All the aforesaid information as disclosed by the Promoter on the said Entire Land and said Sale Sub Plot Land is given in Schedule 2 Part A and in Schedule 4 Part A to this agreement.

38.1.3 The Promoter has informed to the Allottee(s) of the proposed construction on the said Sale Sub Plot Land shall be of the full potential of the said Entire Land as described in Schedule 2 Part A, of this Agreement and has purchased the said Apartment considering the quantum of the construction and density of population which will arise out of utilization of the full potential of FSI as disclosed in Schedule 2 Part A of this Agreement.

38.1.4 **Schedule 2 Part B**

The Promoter has informed to the Allottee(s) of the sanctioned Plan of the said Entire Land. The Allottee(s) has also been informed of the sanctioned development on each of the Sub Plot Lands including that of said Sale Sub Plot Land. The Allottee(s) is also informed of the FSI which can be sanctioned on the said Larger Land. The Allottee(s) is further informed of the imbalances of the sanctioned FSI being consumed in respect of each of the Sub Plot Lands including that of said Sale Sub Plot Land.

38.1.5 The Allottee(s) is further informed of the number of building(s)/Wing(s) including the number of floors in respect of each of the building/Wing which is sanctioned by the local authority on the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase in the said Apartment. The Allottee(s) is informed about the number of Floors sanctioned in the said Building in which the said Apartment is located. The Allottee(s) is further informed of the aggregate area of recreation open space, garden and playground (hereinafter for the limited purpose of this clause 38 referred to as '**Master Layout Open Spaces**') which are sanctioned in respect of the said Entire Land and the Sale Sub Plot Land specifically in respect of the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has been informed about of the various amenities which are

sanctioned in the said Entire Land and said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Entire details as mentioned aforesaid and as sanctioned on the said Entire Land and the said Sale Sub Plot Land is given as Schedule 2 Part B to this agreement.

- 38.1.6 The Promoter has informed to the Allottee(s) of the sanctioned Plan and the proposed plan of development of the said Entire Land and the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Promoter has further disclosed to the Allottee(s) the FSI /TDR utilized in respect of the said building in which the Allottee(s) has agreed to purchase the Apartment.
- 38.1.7 The Promoter has informed to the Allottee(s) that 38 number of floors is proposed to be constructed on the said Building, subject to Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than 38 number of proposed floors. The Allottee(s) has agreed to Purchase the Apartment considering the number of floors the said Building being anywhere between 16 to 38 and thus the common terrace of the said Building can be anywhere above 16 floor. The Allottee(s) has made informed decision to purchase the said Apartment considering the said Building having minimum floor or maximum floor.
- 38.1.8 The Promoter has informed to the Allottee(s) that the sanctioned or approved plans as on the date of signing of this agreement do not reflect the total proposed development of the said Entire Land and that of the said Sale Sub Plot Land. The Promoter shall obtain approval for the proposed development as envisaged in Schedule 2 Part A to this agreement from time to time and the Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to develop the said Entire Land and the said Sale Sub Plot Land in accordance to the Proposed development as detailed at Schedule 2 Part A to this agreement.
- 38.1.9 The Allottee(s) is aware that the proposed development on the said Entire Land and that of the said Sale Sub Plot Land is different than what is sanctioned and/or permissible as on the date of signing this agreement. The Allottee(s) has been informed that the development and construction proposed on the said Entire Land and that of the said Sale Sub Plot Land is much larger in scale and size than what is sanctioned and permissible as on the date of signing of this agreement. The Allottee(s) hereby gives his informed consent to the development and construction proposed by the Promoter as detailed at Schedule 2 Part A to this agreement. The Allottee(s) hereby agrees, confirms and gives informed consent that the Promoter shall be entitled to revise, alter, amend, modify the approved Master Layout Plans in respect of within the said Entire Land.
- 38.1.10 The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Entire Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Entire Land is based on anticipation of increase in FSI in future or permission being received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/Amenities.
- 38.1.11 The Promoter has further disclosed to the Allottee(s) that the construction of various buildings on the said Entire Land will be carried out to utilize the

proposed F.S.I on the said Entire Land. The F.S.I consumption in each of the Sub Plot Land(s) will not be uniform and will differ as per the Sub Plot Layout prepared by the Promoter. It is further informed by the Promoter that the FSI consumption in each of the Sub Plot Land(s) will not be same and will vary as per the Sub Plot Layout.

- 38.1.12 The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Entire Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Entire Land is based on anticipation of increase in FSI in future or permission being received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/Amenities.
- 38.1.13 The Promoter has further disclosed to the Allottee(s) that he proposes to utilize proposed F.S.I on the said Sale Sub Plot which can be utilized and constructed on the said Entire Land/Larger Land. The construction of various buildings in the said Sale Sub Plot Land will be carried out to utilize proposed F.S.I on the said Sale Sub Plot Land. The F.S.I consumption in each of the said building will not be uniform and will differ as per the Sale Sub Plot Layout prepared by the Promoter.
- 38.1.14 The Promoter has informed to the Allottee(s) that the fungible FSI or any other FSI or area available on payment of premium to planning Authority on the Entire Land including Sale Sub Plot Land and said building Land will be availed off and utilized by the Promoter for its own benefit on the said Building and also on all other buildings constructed or to be constructed on the said Entire Land.
- 38.1.15 The Promoter has informed to the Allottee(s) that the said building and other buildings constructed or to be constructed on the said Entire Land including Sale Sub Plot Land does is in compliance with requirement of open spaces as per provisions of Development Regulations and plans have been approved by Municipal Corporation with grant of concession in open spaces.
- 38.1.16 The Promoter has informed to the Allottee(s) that any future development to be carried out by the promoter on said Entire Land or by any one including Promoter on any neighboring lands, may be deficient in open spaces.
- 38.1.17 The Promoter has informed to the Allottee(s) that each and every room of the said Apartment is in complaint with size mentioned in DCR and have been approved by the Municipal corporation by granting concession for the same.
- 38.1.18 The Promoter has informed to the Allottee(s) that mechanical parking system/car lift/stack parking are all subject to breakdown and requires regular maintenances.
- 38.1.19 The Promoter has informed to the Allottee(s) that maneuvering space for car in Car Parking Space(s) may be inadequate and have been approved to accommodate adequate number of car parking's.
- 38.1.20 The Promoter has informed to the Allottee(s), the Promoter can amend/change modify any other Phase other than the Phase in which the Allottee(s) has Purchased the Apartment.
- 38.1.21 The Promoter has informed to the Allottee(s), the Promoter can modify/amalgamate any Apartment in the Phase in which the Allottee(s) has Purchased the Apartment by ensuring that the Allottee(s) Apartment is not affected with such amendments.
- 38.2 Based on the disclosures and information made by the Promoter, and under relevant provisions of RERA and/or MOFA,

- 38.2.1 The Allottee(s) confirms, and has unconditionally and irrevocably given consent to the Promoter that he has agreed to purchase the said Apartment considering the development of the said Sale Sub Plot Land in accordance with details given in Schedule 2 Part A to this Agreement and has further confirmed that he has no objection to the construction of the full potential of the FSI available in respect of the said Entire Land as disclosed in Schedule 2 Part A of this Agreement and has expressly given informed consent to the Promoter as required under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules made thereunder (collectively referred to MOFA) and also under Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder (collectively referred to RERA). The said consent is also for varying, amending, altering or modifying the plan of the said Building or construction of additional floor on the said Building, or construction of additional building(s) in the said Sale Sub Plot Land and/or the said Entire Land. The Allottee(s) is aware that the plans approved shall undergo changes, amendment, modification, alteration, variation, relocation, etc. in order to develop the said Entire Land including all the said Sale Sub Plot Land with the full potential of the said Entire Land and in accordance with the proposed development disclosed in the Schedule 2 Part A of this agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc in the Master Layout or in any of the Sub Plots. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to realign utility and service connections. The Allottee(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA and RERA for carrying out all or any of the aforesaid purposes. The Allottee(s) has made informed decision to purchase the said Apartment considering the aforesaid disclosure(s) made by the Promoter, and also based on aforesaid irrevocable consent given to the Promoter.
- 38.2.2 The Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to revise, alter, amend or modify the location and the size of Master Layout Open Spaces. However the aggregate area of the Master Layout Open Spaces as detailed in Schedule 2 Part A to this agreement shall not be reduced while revising, altering, amending, or modifying the said Master Layout Open Spaces by the Promoter. The Allottee(s) hereby gives his informed consent that in order to construct the full development potential available at any time on the said Entire Land the Promoter shall be entitled to amend, modify and or vary the location of the Master Layout Open Spaces within the said Entire Land. The Allottee(s) hereby further gives his informed consent that the Promoter shall be entitled to divide the said Master Layout Open Spaces into several parcels being provided at several locations on the said Entire Land.
- 38.2.3 The Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to revise, alter, amend or modify the location and / or reduce the size of Master Layout Open Spaces situated within the said Sale Sub Plot Land. However the aggregate area of open spaces in the Master Layout as detailed in Schedule 2 Part A to this agreement shall not be reduced within the Entire Land by the Promoter. The Allottee(s) hereby gives his informed consent that in order to utilize and construct the full development potential

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available at any time on the said Entire Land the Promoter shall be entitled to amend, modify, vary the location or reduce the Master Layout Open Spaces within the said Sale Sub Plot Land provided the aggregate area of the Master layout open Space is not reduced in the Entire Land. The Allottee(s) hereby further gives his informed consent that the Promoter shall be entitled to divide the said Master Layout Open Spaces into several parcels being provided at several locations on the said Sale Sub Plot Land.

- 38.2.4 The Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to revise, alter, amend or modify the location and the size of amenity spaces. However the aggregate area of the amenity spaces as detailed in Schedule 2 Part A to this agreement shall not be reduced while revising, altering, amending, or modifying the said amenity spaces by the Promoter.
- 38.2.5 The Allottee(s) hereby agrees, confirms and gives his informed consent that the Promoter is entitled to change the user in respect of any building which is being constructed on the said Sale Sub Plot Land or the said Entire Land.
- 38.2.6 The Allottee(s) hereby gives his informed consent to the Promoter that the Promoter shall be entitled to relocate and/or realigning of water, power, Sewage, telephone*, gas*, electricity and other services and utility connections and lines.
- 38.2.7 The Allottee(s) hereby gives his informed consent to the Promoter that the Promoter shall be entitled to relocate and/or realigning underground tanks, pump rooms, electrical receiving station, electrical sub Stations, electrical meter rooms, club house*, gymnasium* and such other amenity spaces and/or common facilities.
- 38.2.8 The Allottee(s) hereby gives his informed consent to the Promoter that the Promoter shall be entitled to revise, alter, amend, modify or vary the location of the access to the said building or to the said Sale Sub Plot.
- 38.2.9 The Allottee(s) confirms that he is informed about the recreation open space as required under development control rules is provided on the top of the podium. The Allottee(s) hereby agrees and gives his informed consent that the recreational open space required to be provided under Development Control Regulations be provided on the top of the podium and shall not be provided at the ground level.
- 38.2.10 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to revise the road network within the said Entire Land.
- 38.2.11 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to provide for Car Parking Space(s).
- 38.2.12 The Allottee(s) do hereby irrevocably agree and confirm with the Promoter(s) that he/she/they is/are fully aware that the Promoter will provide Car Parking Facility in the said Sale Sub Plot Land for the benefit of the various Allottee(s) of the Apartment(s) and such Car Parking Space(s) will be given Allotted by the Promoter to the Allottee(s) at such location as may be available with the Promoter and which may be in any Building or Buildings or any space in the Car Parking Space(s) in the Sale Sub Plot Land and the Allottee(s) do hereby agree and confirm that he/she/they will have No Objection or dispute regards such Allotment of Car Parking Space(s) in any manner whatsoever.
- 38.2.13 The Allottee(s) hereby confirms and gives his/her/their express and irrevocable consent for the Promoter to Develop Public Parking or rental housing or affordable housing or transit accommodation or any other

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public amenities and hand over the same to the appropriate authorities or public body and grant title to such authority with either exclusive or non exclusive entry and exit and such area will not form part of any Common Organization of the Prospective Allottee(s) of Premises in the said Building and Promoter shall be entitled to obtain and appropriate all the benefits in lieu of such amenity Space including but Not limited to any additional F.S.I. or development rights and utilize the said F.S.I. and/or development rights on the Master Layout Land more particularly described in the Scheduled 2 Part A hereunder written or anywhere else as the Promoter may desire or deem fit without any further or other consent or concurrence of the Allottee(s).

- 38.2.14 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to amalgamate or subdivide the said Entire Land or the said Sale Sub Plot Land from time to time.
- 38.2.15 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to consume and to Utilize whatever FSI which may be available in Future in respect of the said Entire Land/Larger Land and/or to Utilize TDR allowed to be utilized on the said Entire Land. The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to consume and to Utilize any further or other F.S.I. allowed, sanctioned or introduced by the State of Maharashtra or by Municipal Corporation by change in law or Regulations as further floor or floors on the said Building, as further Building(s)/Wing(s) on the said Sale Sub Plot Land as the Promoter may desire or deem fit.
- 38.2.16 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to relocate or revise the location of building line, ramp and access of the said building as the Promoter may desire or deem fit from time to time.
- 38.2.17 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to change user of any Apartment in the said Building or any of the building in the said Sale Sub Plot Land and to allow and permit such users in the said Building or any Building situated on the said Entire Land, as the Promoter may desire or deem fit from time to time.
- 38.2.18 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to make additions or alterations in the said Building/ Buildings/ Project by installing any ramp or ramps Or internal lifts within or between floor or floors, making voids, enclosing voids, providing special Exclusive lift or lifts for any specific floor or floors and allowing use of any podium or ramp or terrace on the top floor as the Promoter may desire or deem fit from time to time.
- 38.2.19 All the changes, amendments and modifications to the said Building(s) / Master Layout Plans which the Promoter may do or caused to be done from time to time before receipt of the Occupation Certificate or thereafter and before receipt of building Completion Certificate or thereafter are hereby irrevocably Approved, accepted and confirmed by the Allottee(s) and the Allottee(s) shall not take any Objection or dispute the same in any manner whatsoever at any time hereafter.
- 38.2.20 The Allottee(s) has / have agreed with the Promoter that Promoter shall be entitled to increase the number of floors of the said building as they may desire or deem fit and Allottee(s) do hereby give his / her / their irrevocable

and informed consent to the Promoter as contemplated under Section 7 and 7A of MOFA and also under RERA.

- 38.2.21 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to revise, alter, amend, modify, change or substitute Master Layout Plan, Sale Sub Plot Layout Plan and said Building Plan including the number of floors of the said Building in which Allottee(s) has / have agreed to purchase and acquire premises under this Agreement.
- 38.2.22 Allottee(s) hereby confirms and gives his informed consent that Promoter shall be entitled to relocate/realign the water, power, sewage, telephone, gas, Electric substation and other service and utility connections and lines, overhead/underground tanks, pumps, Club House, recreation areas and all or any other areas, amenities and Common Facilities.
- 38.2.23 The Allottee(s) hereby agrees, confirms and gives his informed consent that the Promoter shall be entitled to vary and change the time schedule for any building in the said Sale Sub Plot Layout or Master Layout except in respect of the said building.
- 38.2.24 The Allottee(s) do hereby expressly and irrevocably accepts and confirms that the Building under reference does not comply with requirement of open spaces as per provisions of Development Regulations and plans have been approved by Municipal Corporation with grant of concession in open spaces and for that the Allottee(s) will not hold the Promoter / Municipal Corporation liable for the same in future.
- 38.2.25 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he has accepted car parking by way of mechanical car parking system and/or car lift and/or stack parking. The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the promoter, its subsidiaries, assigns or Municipal Corporation liable for failure of mechanical parking system/car lift / Stack Parking at any time.
- 38.2.26 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that size of rooms are adequate and he/she/they shall not institute any complains, grievances, concerns, etc to the Municipal Corporation or any Competent Authority or court for the inadequate sizes of rooms in future.
- 38.2.27 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they shall not institute any complaints, grievances, concerns, etc to the Municipal Corporation or any Competent Authority or court for inadequate maneuvering of car in the Car Parking Space(s).
- 38.2.28 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to utilize fungible FSI available on the said Entire Land, including on the said Sale Sub Plot Land and/or on the said Building Land.
- 38.2.29 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to amend/change modify any other Phase other than the Phase in which the Allottee(s) has Purchased the Apartment.
- 38.2.30 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to modify/amalgamate any Apartment in the Phase in which the Allottee(s) has Purchased the Apartment by ensuring that the Allottee(s) Apartment is not affected with such amendment
- 38.3 The Allottee(s) do hereby expressly and irrevocably agree and confirm that all the consents given by him/her/them to the Promoter under clause 38.2.1 of this agreement is irrevocable and informed consent as prescribed under various provisions of MOFA including under Section 7 and 7A of MOFA and/or under various provisions of RERA. The Allottee(s) hereby further

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agrees, undertakes, warrants and confirms that he/she/they shall not withdraw, cancel, revoke or challenge the aforesaid consent given by him/her/them to the Promoter at anytime hereafter in any manner whatsoever under any circumstances.

39. **SPECIFIC CONDITIONS RELATED TO SIGNAGE TO APPLY TO AND BE COMPLIED**

39.1 **By shops/Retail/Commercial Space(s)/office space(s).**

In view of the importance of signage for the successful Project development, Allottee(s) has specifically agreed and understood that the Promoter shall have absolute right on the signage inside/outside/near, within or on the face of the Building/said Project and the Promoter may determine at its own discretion and allow the usage by the Allottee(s) of such signage. The Promoter shall have absolute right to identify, earmark and allot the places for affixing signage on the exterior/interior of the said Building/Building Land/Sale Sub Plot Land/Entire Land. The Allottee(s) shall be responsible to install and maintain such signage within the space, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his/her own cost. The Allottee(s) hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time. The Promoter may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee(s) of such signage from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/assigns or Common Organization or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signage. The Allottee(s) further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the said Building or anywhere on the exterior of the said Building or common areas or in the said Sale Sub Plot Land or Entire Land except at the places specially earmarked and allotted by the Promoter.

39.2 **BY THE ALLOTTEE(S) / COMMON ORGANISATION / FEDERATION/APEX BODY**

Post completion of the Building, the Promoter shall have an unfettered right to permanently display its Logo and/or Name or such other name being the Promoter's Brand Name or Trademark to the said Building on any conspicuous part of the said Building/Sale Sub Plot Land/Entire Land at the sole discretion of the Promoter and the Allottee(s) shall not claim any money or compensation for the same. The said name and logo shall never be removed by the Common Organization /Federation at any time. Any maintenance, fees charged, payable to the municipal authorities, and expense required for such display of name/logo would be paid by the Promoter. The Promoter shall pay compensation of Rs 1100/- per annum for such benefits in perpetuity to the Common Organization.

40. **AGREEMENT, SPECIFIC ONLY TO THIS APARTMENTS.**

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It is clearly understood and agreed by the Allottee(s) that the provisions of this Agreement are specific and applicable to the said Apartment offered for sale herein only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), Consumer Disputes Forum(s) or any other judicial forum involving any other commercial space(s)/Building(s)/ Project(s) of the Promoter/its associates/subsidiary companies, partnership firms in which the Promoter is partner or interested.

41. **SEVERABILITY.**

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted as far as the same is inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

42. **CAPTIONS/HEADINGS.**

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

43. **METHOD OF CALCULATION OF PROPORTIONATE SHARE.**

43.1 Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in connection with the other Allottee(s) in the said Building, the same shall be in proportion to the Carpet Area of the Apartment bears to the total carpet areas of all the Apartments in the said Building.

43.2 Wherever in this Agreement, it is stipulated that Allottee(s) has to make payment in connection with other Allottee(s) in various buildings constructed on Sale Sub Plot Land, the same shall be in proportion to the carpet area of the Apartment bears to the total Carpet area of all Apartments of all the occupied buildings in the said Sale Sub Plot Land.

44. **RIGHT TO JOIN AS AFFECTED PARTY.**

The Allottee(s) agrees that the Promoter shall have right to join as an affected party in any suit/complaint filed before any appropriate court/Forum by or against the Allottee(s), if the Promoter rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Promoter fully informed at all times in this regard.

45. **INDEMNIFICATION.**

The Allottee(s) hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions in this Agreement and to keep the Promoter and its assigns and successor and its agents and representatives, estate and effects, indemnified and harmless against any loss, damages, claims, suits, proceedings, expenses, charges

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and costs that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc to the said Apartment, including the amount expended on litigation in enforcing rights herein.

46. **BROKERAGE.**

In case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said Apartment for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the amount of Purchase Consideration agreed to be payable to the Promoter for the said Apartment. Further the Allottee(s) undertakes to indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.

47. **FURTHER ASSURANCE.**

The Allottee(s) and the persons to whom the said Apartment or part thereof is let, transferred and assigned or given possession shall execute, acknowledge and deliver to the Promoter such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein. Promoter may reasonably request in order to effectuate the provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

48. **WAIVER NOT A LIMITATION TO ENFORCE.**

The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee(s) nor shall the same in any manner prejudice any of the Promoter's rights hereunder.

49. **NOTICES.**

- 49.1 All letters, receipts and/or notices dispatched by the Promoter under certificate of posting to the Allottee(s) at the address given in the Agreement or change in address notified by the Allottee(s) shall be deemed to have been properly delivered to him on the 4th day of its posting. The Allottee(s) agrees to inform the Promoter in writing any change in the mailing address mentioned in the Agreement, failing which all demands, notices, etc. by the Promoter shall be mailed to the address given in the Agreement and deemed to have been received by the Allottee(s). In case of joint Allottee(s) communication sent to the first named Allottee(s) in the Agreement shall be deemed to have been sent to all the Allottee(s).

The Allottee(s)

Mr./Ms./ Attn **MR. [*] MRS.[*]**

Contact Address :

[*] Contact No. : **[*]**

PROMOTER

ALLOTTEE(S)

Mobile No. : [*]

Email ID : [*]

The Promoter

M/s HELICTITE RESIDENCY PRIVATE LIMITED

Contact Address :

317, 3rd floor, Free Press Marg, Nariman Point, Mumbai 400 021 Contact No. : [*]

Email ID : [*]

The Co-Promoter

M/s NHP REALTY LLP

Contact Address :

501-B, Symphony Premises CHSL, Nehru Road, Vile Parle (East), Mumbai 400057

Contact No. : [*]

Email ID : [*]

It is agreed between the Promoter and the Allottee(s) that any communication addressed by the Allottee(s) to the Promoter shall be in writing and shall be addressed by Registered Post A.D. at the Address as mentioned in clause 49 or on the e-mail ID of the Promoter at [*]only

- 49.2 It is agreed between the Promoter and the Allottee(s) that any communication between the Promoter and the Allottee(s) will be valid and binding upon the Promoter only if the same is exchanged in the manner at the address / e-mail ID as mentioned in this Agreement and not otherwise howsoever. It is especially agreed and understood between the Promoter and the Allottee(s) that any e-mails addressed by the Allottee(s) to any other e-mail ID either of the Promoter or any Employee or Officer or Executive will be invalid communication not binding upon the Promoter and Allottee(s) shall not be entitled to rely upon such e-mail communication at any time in future. The Allottee(s) hereby agree and confirm that Promoter are not responsible or liable in any manner for any communication addressed to or carried on at any e-mail ID other than the authorized e-mail ID as disclosed in this Agreement by the Promoter.

50. **LAWS OF INDIA.**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and reference to the term 'laws' shall be construed accordingly.

51. **MAHARASHTRA OWNERSHIP FLAT ACT (MOFA).**

- 51.1 The Allottee(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the MOFA Act and its implications thereof in relation to the various provisions of this Agreement.
- 51.2 The Allottee(s) is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to this transaction, the said Building, the said Building Land, the said Sale Sub Plot Land and the said Entire Land. The Allottee(s) hereby undertakes that he/she shall comply with and carry out,

PROMOTER

ALLOTTEE(S)

all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation /Government or any other Competent Authority in respect of the said Apartment at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

- 51.3 If the said Apartment and the Building in which it is located be subject to Maharashtra Ownership Flat Act, or any statutory enactments or modifications thereof, then the Common Areas and facilities and the undivided interest of each Apartment owner in the Common Areas and facilities as specified by the Promoter in the declaration which may be filed by the Promoter in compliance of Maharashtra Ownership Flat Act, shall be conclusive and binding upon the Apartment owners and the Allottee(s) agrees and confirms that his/her right, title and interest in the said Apartment, shall be limited to and governed by what is specified by the Promoter in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title demand, claim or interest in any Lands, facilities, amenities outside the periphery of said Building and the Land beneath the said Building in which the said Apartment is located. It is made clear that the Promoter shall be the sole owner of the said Sale Sub Plot Land and Entire Land along with, facilities, amenities and Land outside the said Building and the Land beneath the said Building in which the said Apartment is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any nature therein.

52. **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.**

- 52.1 The Allottee(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the RERA Act and its implications thereof in relation to the various provisions of this Agreement.
- 52.2 The Allottee(s) is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to this transaction, the said Building, the said Building Land, the said Sale Sub Plot Land and the said Entire Land. The Allottee(s) hereby undertakes that he/she shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation /Government or any other Competent Authority in respect of the said Apartment at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 52.3 If the said Apartment and the Building in which it is located be subject to Real Estate (Regulation and Development) Act, or any statutory enactments or modifications thereof, then the Common Areas and facilities and the undivided interest of each Apartment owner in the Common Areas and facilities as specified by the Promoter in the declaration which may be filed by the Promoter in compliance of Real Estate (Regulation and Development) Act, shall be conclusive and binding upon the Apartment owners and the Allottee(s) agrees and confirms that his/her right, title and interest in the

said Apartment, shall be limited to and governed by what is specified by the Promoter in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title demand, claim or interest in any Lands, facilities, amenities outside the periphery of said Building and the Land beneath the said Building in which the said Apartment is located. It is made clear that the Promoter shall be the sole owner of the said Sale Sub Plot Land and Entire Land along with, facilities, amenities and Land outside the said Building and the Land beneath the said Building in which the said Apartment is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Allottee(s) shall have no claim whatsoever of any nature therein.

53. **DOCUMENT OF TITLE.**

This Agreement shall constitute the document of title to the said Apartment agreed to be sold hereby in favor of the Allottee(s) and no separate or further document of title by way of conveyance or otherwise will be executed by the Promoter in favor of the Allottee(s).

54. **BENEFITS OF THIS AGREEMENT.**

The benefit of this Agreement shall be available for enforcement not only against the Allottee(s) but shall bind to the extent applicable to all the transferee(s) of the said Apartment.

55. **ENTIRE AGREEMENT.**

This Agreement along with its Annexure's, Schedules, Exhibits and Amendments thereto constitutes and represents the entire agreement between the Parties with respect to the subject matter hereto and supersedes, overrides and cancels any and all understandings, arrangements, any other agreements, correspondence, brochure whether written or oral. The Allottee(s) hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, pamphlets, leaflets, brochures, literature films, hoardings, website etc. and other promotional media or medium are shown only for the sake of advertisement(hereafter referred to "**Prior & Non Binding Discussions**") given or made or represented, by the Promoter and/or their agents to the Allottee(s) and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee(s) to enter into this Agreement and the same is not binding on the Promoter to provide unless specifically mentioned and agreed in this Agreement and subject to his right(s) and discretion to make changes in the same between the Promoter and the Allottee(s) which may in any manner be inconsistent with what is stated herein. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the Parties The Promoter have not undertaken any responsibility nor has agreed anything with the Allottee(s) orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

56. **EXECUTION OF THE AGREEMENT IN DUPLICATE.**

This Agreement is executed in duplicate. It is agreed that both the copies of agreement are original, one of which is retained by the Allottee(s) and another by the Promoter. Each page is signed by the Parties.

57. **REGISTRATION AND EXECUTION OF THIS AGREEMENT**

The Allottee(s) shall lodge the original agreement hereof for registration with the Sub-Registrar of Assurances within one month from the date hereof and intimate to the Promoter the serial number under which it is lodged and thereupon, the Promoter shall admit execution thereof.

58. **MEDIATION.**

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred for mediation to the Maharashtra Chamber of Housing Industry (MCHI).

59. **ARBITRATION.**

In the event that any dispute is not resolved, even after mediation before MCHI the same shall be settled through arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai, by a sole arbitrator. Names of three arbitrators as mentioned in **Schedule 8** have been agreed by the parties from amongst which one of the arbitrators as may be available shall be selected by the Promoter to be the Sole Arbitrator. The Allottee(s) hereby confirms that he/she/it shall have no objection to such appointment. The arbitration shall be conducted in English. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto and to its duplicate set subscribed their respective hands and signatures the day and year first hereinabove written.

SCHEDULE 1 Part A ABOVE REFERRED TO

(The Description of the said Entire Land)

ALL THAT piece and parcel of Land or ground situated and lying at Cadastral Survey No. 186 and 187 part having new Survey No. 1A/7255 and 1A/7255(part) of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division known as **SAMBHAV** admeasuring approximately 1127.93 square meters or thereabout and follows that it is to say:-

On or towards North : CTS 191, Dongarsi road
On or towards South : Dongarsi road, CTS 185
On or towards East : Astha bldg. CTS 188
On or towards West : Dongarsi road, School bldg.

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SCHEDULE 1 Part B ABOVE REFERRED TO

(The Description of the said bifurcation of Entire Land)

SCHEDULE 1 Part B-1 ABOVE REFERRED TO

(The Description of the said "Road Set back Sub Plot Land")

ALL THAT piece and parcel of Land or ground situated and lying at Cadastral Survey No. 186 and 187 part having new Survey No. 1A/7255 and 1A/7255(part) of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division admeasuring approximately 603.52 square meters or thereabout and follows that it is to say:-

On or towards North : CTS 191, Dongarsi road
On or towards South : Dongarsi road, CTS 185
On or towards East : Astha bldg. CTS 188
On or towards West : Dongarsi road, School bldg.

SCHEDULE 1 Part B-2 ABOVE REFERRED TO

(The Description of the said "Sale Sub Plot Land")

ALL THAT piece and parcel of Land or ground situated and lying at Cadastral Survey No. 186 and 187 part having new Survey No. 1A/7255 and 1A/7255(part) of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division admeasuring approximately **524.41** square meters or thereabout and follows that it is to say:-

On or towards North : CTS 191, Dongarsi road
On or towards South : Dongarsi road, CTS 185
On or towards East : Astha bldg. CTS 188
On or towards West : Dongarsi road, School bldg.

SCHEDULE 1 Part C-1 ABOVE REFERRED TO

(The Description Details of Real Estate [*] Phase registered by Promoter under RERA Registration no. [*])

ALL THAT piece and parcel of Land or ground situated and lying at Cadastral Survey No. 186 and 187 part having new Survey No. 1A/7255 and 1A/7255(part) of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division admeasuring approximately **524.41** square meters or thereabout and follows that it is to say:-

Sr.n o.	Particulars	Area sq.mts.) (in	Nos
1	Land Area (In sq.mtrs)*	524.41 sq.mts	-
2	Number of Buildings *	-	1 Nos
3	Sanctioned Number of Apartments*	-	61Nos
4	Total Building Count	-	1Nos
5	Sanctioned Building Count	-	1Nos
6	Proposed but not sanctioned buildings Count	-	0Nos
7	Built-up area as per Approved FSI	4071.59 sq.mts	-
8	Built-up area as per Proposed FSI	14.23 sq.mts	-
9	Total FSI*	4085.82 sq.mts	-

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10	Number of Basements*	-	1Nos
11	Number of Plinth*	-	1Nos
12	Number of Podium's*	-	21Nos
13	Number of slab of super structure*	-	20Nos
14	Number of stilts*	-	1Nos
15	Number of open parking*	-	0Nos
16	Number of covered parking*	-	103Nos
17	Proposed number of apartments*	-	61Nos

SCHEDULE 2 Part A ABOVE REFERRED TO
(The Description of the Layout as proposed by the Promoter on the said Entire Land and the said Sale Sub Plot Land)

Sr. no	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Area	1127.93sq.mts.	524.41sq.mts
2	Aggregate area of recreation open space	[*] sq.mts.	NA
3	Garden	0 sq.mts.	0 sq.mts.
4	Playground	0 sq.mts.	0 sq.mts.
5	Health Club (Located in SAMBHAV)	-	[*] sq.mts
6	Area of Road Set Back Sub Plot Land	603.52sq.mts.	NA
7	Area of Sale Sub Plot Land	524.41 sq.mts	524.41 sq.mts
7(a)	Basement(s)	-	1No
7(b)	Stilt	-	1No
7(c)	Podium(s)	-	21Nos
7(d)	No of Buildings/Wings	-	1Nos
8	No of floors proposed in each of the building		
8(a)	SAMBHAV	-	20 Nos
9	No. of Apartments proposed in each Building		
9(a)	SAMBHAV	-	61 Nos
10	Proposed FSI in each building	4085.82 sq.mts	4085.82 sq.mts

SCHEDULE 2 Part B ABOVE REFERRED TO
(The Description of the Layout as sanctioned on the said Entire Land and the said Sale Sub Plot Land)

Sr. no	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Sanctioned FSI	4071.59 Sq.mts.	4071.59 Sq.mts.
2	Health Club (Located in SAMBHAV)	-	[*] Sq.mts.
3	Area of Road Set Back Sub Plot	603.52sq.mts.	-

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	Land		
4	Area of Sale Sub Plot Land	524.41 sq.mts	524.41 sq.mts
5	Basement(s)	-	1Nos
6	Stilts	-	1Nos
7	Podium(s)	-	21 Nos
8	No of Buildings	-	1 Nos
9	No of floors sanctioned in each of the building		
9(a)	SAMBHAV	-	20 Nos
10	No. of Apartments sanctioned in each building.		
10(a)	SAMBHAV	-	61 Nos

SCHEDULE 3 Part A ABOVE REFERRED TO

(The Description covenants affecting the said Sale Sub Plot Land)

The Promoter herein have specifically informed to the Allottee(s) that there are no covenants affecting the said Sale Sub Plot Land

SCHEDULE 3 Part B ABOVE REFERRED TO

(The Description impediments affecting the said Sale Sub Plot Land)

The Promoter herein have specifically informed to the Allottee(s) that there are no impediments affecting the said Sale Sub Plot Land

SCHEDULE 3 Part C ABOVE REFERRED TO

(The Description illegal Encroachment affecting the said Sale Sub Plot Land)

The Promoter herein have specifically informed to the Allottee(s) that there are no illegal encroachments affecting the said Sale Sub Plot Land

SCHEDULE 3 Part D ABOVE REFERRED TO

(Permissions affecting the title of the said Sale Sub Plot Land)

None

SCHEDULE 3 Part E ABOVE REFERRED TO

(The Details of tenants/occupants on the said Building Land)

The Promoter herein have specifically informed to the Allottee(s) that there are no tenants/occupants on the said Building Land.

SCHEDULE 3 Part F ABOVE REFERRED TO

(The details of Mortgage/Lien on the said Property)

The Promoter herein have specifically informed to the Allottee(s) that the Promoter have not taken any loan for the purpose of implementation and construction in respect of this Project

Bank Name from [*]

Bank Escrow Account, bearing No. [*]

SCHEDULE 4 Part A ABOVE REFERRED TO

(The Completion Dates for List of Common Amenities)

Sr. no.	Amenity Name	Completion Date
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PROMOTER

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1	Club House Located in SAMBHAV	[*]
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SCHEDULE 4 Part B1 ABOVE REFERRED TO
(The Details of Possession dates for Common Car Parking Space(s))

Sr. no	Parking Type	Possession Date
1	Basement 1	[*]
2	Mechanized Car Parking / Robotic Car Parking System/ Car Parking Tower	[*]

SCHEDULE 4 Part B2 ABOVE REFERRED TO
(The Details of Possession dates for stilt Car Parking Space(s))

Sr. no	Parking Type	Possession Date
1	Stilt	-
1(a)	SAMBHAV	[*]

SCHEDULE 4 Part C ABOVE REFERRED TO
(The Description of Time Schedule for Completion of the connection for Municipal Services on said Sale Plot Land)

Building Name	Sewerage	Water Supply	Electricity	Drainage
SAMBHAV				

SCHEDULE 5 ABOVE REFERRED TO
(The Payment Schedule as agreed by the Allottee(s))

Particular	Amount
Booking Amount	[*]/-
Within 1 month from the date of booking	[*]/-
TERRACE SLAB	[*]/-
On completion of finishing of the flat	[*]/-
On Possession / Handover of the unit	[*]/-
Total	[*]/-

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SCHEDULE 6 ABOVE REFERRED TO

(The Schedule of Deposits and other charges as agreed by the Allottee(s))

Part A - Deposits

Sr.No.	Amount	Particulars
A	Rs. [*]/-	on account Security deposit for Maintenance (to be transferred to the Common organization after adjustment of outstanding and dues of Promoter (if any)).
B	Rs. [*]/-	on account towards security deposit for removal of debris of Interior work (to be transferred to the Common organization after adjustment of outstanding and dues of Promoter, (if any).
C	Rs 0/-	on account Security deposit for Maintenance of Sale Sub Plot Layout and Master Layout to be transferred to Federation and Apex Body respectively after adjustment of outstanding and dues of Promoter if any.
D	Rs. [*]/-	on account towards interest free security deposit for Car Parking Space (to be transferred to the Common Organization).
E	Rs. [*]/-	For share money, and Entrance fee of the Common Organization of the Allottee(s).
F	Rs. 0/-	For Share money and entrance fee of federation and/or Apex body.
TOTAL	Rs. [*]/-	(RUPEES [*]ONLY)

Part B – Other Charges

Sr.No	Amount	Particulars
.		
A	Rs. [*]/-	towards costs for formation and Registration of the Common Organization of the Allottee(s).
B	Rs. 0/-	Towards costs for formation and registration of the federation
C	Rs. 0/-	towards costs for formation and Registration of the Apex body
D	Rs. [*]/-	Towards Water, Electric, Consultancy Charges, Legal Charges, Cost for formation and Registration of Common Organization and other utility and services connection charges & deposits and the like provided towards the said Apartment.
E	Rs. 0/-	Towards Water, Electric, and other utility and services connection charges & deposits, electrical receiving and Sub Station and the like provided in the said Sale Sub plot Layout.
F	Rs. 0/-	Towards Water, Electric, and other utility and services connection charges & deposits, electrical receiving and Sub Station and the like provided in the said Master Layout
G	Rs. [*]/-	Towards Club House Charges, in accordance with

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		terms of the agreement.
H	Rs. [*]/-	towards Layout Development Charges, Infrastructure Charges provided in the said Sale Sub Plot Layout
I	Rs. 0/-	towards Layout Development Charges, Infrastructure Charges provided in the said Master Layout
J	Rs. [*]/-	2 years advance maintenance for car park
K	Rs. [*]/-	on account of advance Provisional maintenance Charges for Common Organization
L	Rs. 0/-	on account of advance Provisional maintenance Charges for Federation
M	Rs. 0/-	on account of advance Provisional maintenance Charges for Apex body
N	Rs. [*]/-	Consultancy Charges, Legal charges
TOTAL	Rs. [*]/-	(RUPEES [*] ONLY)

SCHEDULE 7 ABOVE REFERRED TO
(The Details of the Promoter, Architect & Engineer)

Sr. No	Name of Firm	Name of Person	Type of Vendor	Registration No / PAN No
1	[*]	[*]	Promoter	[*]
2	[*]	[*]	Architect	[*]
3	[*]	[*]	Structural Engineer	[*]
4	[*]	[*]	Design Architect	[*]
5	[*]	[*]	Turn Key Contractor	[*]
6	[*]	[*]	RCC Contractor	[*]

SCHEDULE 8 ABOVE REFERRED TO
(The Description of Details for the List of Arbitrators)

SR. NO	NAME OF ARBITATOR	DESIGNATION
1	M.S. RANE	RETIRED JUDGE
2	V.R. DATTAR	RETIRED JUDGE
3	P.S. PANDIT	RETIRED JUDGE

PROMOTER

ALLOTTEE(S)

This page forms a part of the Agreement for Sale dated_____for sale of Flat No [*]
on the FLOOR[*]of the said Building known as SAMBHAV executed between [*]
and [*], , , .

SIGNED, SEALED AND DELIVERED)
by the within named)
"Promoter")

Snap
Sunstone
Authorized Person

Signature
Sunstone

Sunstone
Authorized Person

[*]) **(AUTHORISED SIGNATORY - 1)**

in the presence of..)
.....)
.....)
.....)

Snap
Sunstone
Authorized Person

Signature
Sunstone

Sunstone
Authorized Person

SIGNED AND DELIVERED **(AUTHORISED SIGNATORY-2)**
by the within named **ALLOTTEE(S)**

- 1. [*])
- 2.)
- 3.)
- 4.)

Snap
Allottee (s)

Signature
1st Allottee (s)

Thumb Impression
1st Allottee (s)

in the presence of..)
1 -----))
2 -----)

Snap
2nd Allottee (s)

Signature
2nd Allottee (s)

Thumb Impression
3rd Allottee (s)

Snap
4th Allottee (s)

Signature
4th Allottee (s)

Thumb Impression
4th Allottee (s)

PROMOTER

ALLOTTEE(S)

RECEIPT

RECEIVED on or before the execution of these presents of and from the within named Allottee(s) the sum of **Rs. [*]/- (RUPEES [*]ONLY)** being the amount within mentioned paid by him/her/them to us.

WITNESS:

WE SAY RECEIVED

1.

for [*].

2.

(_____)

(AUTHORISED SIGNATORY - 1)

HELICTITE RESIDENCY PRIVATE LIMITED

(_____)

(AUTHORISED SIGNATORY - 2)

NHP REALTY LLP

Compliance with Income Tax Act, 1961.

As required by Rule 114-B of the Income Tax Rules, 1962, the following information is furnished:

The Promoter P.A.N./G.I.R	HELICTITE RESIDENCY PRIVATE LIMITED AAACR5047D
The Co-Promoter P.A.N./G.I.R	NHP REALTY LLP AAPFN7395E
The Allottee(s)	
Name P.A.N./G.I.R.No	[*] [*]
Name P.A.N./G.I.R.No	
Name P.A.N./G.I.R.No	
Name P.A.N./G.I.R.No	

PROMOTER

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ANNEXURE A (Part 1 of 2)
Intimation of Disapproval

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

ANNEXURE A (Part 2 of 2)
Intimation of Disapproval

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure B (Part 1 of Part 4)
Title Certificate

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure B (Part 2 of Part 4)
Title Certificate

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure B (Part 3 of Part 4)
Title Certificate

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure B (Part 4 of Part 4)
Title Certificate

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure B 1
Property Card

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure B 2
CTS plan

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure C
Building Land Plan

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

ANNEXURE –D (Part 1 of 2)
Commencement Certificate

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

ANNEXURE –D (Part 2 of 2)
Commencement Certificate

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure E

Layout as Sanctioned on the said Entire Land/Sale Sub Plot Land.

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure F

Layout as Proposed by the Promoter on the said Entire Land/Sale Sub Plot
Land.

DRAFT FOR READING

PROMOTER

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"Annexure G-1"

(RERA registration Certificate of Real Estate [*] Phase registered by
Promoter under RERA Registration no [*] - SAMBHAV)

DRAFT FOR READING

PROMOTER

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Annexure H

(The apartment Floor Plan of Unit no. [*] situated on FLOOR[*]in SAMBHAV
admeasuring [*]sq.mtrs. carpet area & AUA [*]sq. mtrs as per RERA)

DRAFT FOR READING

PROMOTER

ALLOTTEE(S)

Annexure I
(The details of Fittings and fixtures)

The Apartment will be in Bareshell Form.

DRAFT FOR READING

PROMOTER

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Annexure J1 (Part 1 of 2)

**(The price range of Fittings and fixtures and equipments) Fittings and
Fixtures in Flat**

S.N.	Item of Material	Per Unit	Range of MAXIMUM RETAIL PRICE (MRP) As per manufacturer price list	
			Min.value (In Rs.)	Max.Value (In Rs.)
1	SS kitchen sink	1 no.	1,500	1,800
2	European water closet	1 no.	2,065	2,150
3	Flush tank	1 no.	1,057	1,100
4	Wash basin (table top)	1 no.	1,175	1,200

Annexure J2 (Part 2 of 2)

**(The price range of Fittings and fixtures and equipments) Fittings and
Fixtures in Building**

S.N.	Item of Material	Per Unit	Range of MAXIMUM RETAIL PRICE (MRP) As per manufacturer price list	
			Min.value (In Rs.)	Max.value(In Rs.)
1	Light fitting in common area	1 no.	1,400	1,800
2	External area Pole mounted Light fitting	1 no.	14,000	18,000
3	Exhaust fan in meter room & lift machine room	1 no.	3,000	4,000
4	Entrance lobby AC	1 job	600,000	800,000
5	CCTV in entrance lobby & periphery	1 job	500,000	600,000

PROMOTER

ALLOTTEE(S)

Annexure-K

1. The Allottee(s) agrees and confirms that if at any time, allotment of Car Parking Space(s) allotted under provision of RERA made under this Agreement is held to be contrary to provision of MOFA, then in such a case the Car Parking Space(s) shall be construed to be given on an irrevocable license in perpetuity which shall be freely transferable and heritable along with the said Apartment in accordance with terms and conditions contained in Annexure "K" of this Agreement and the Allottee(s) shall not claim any compensation, expenses, damages etc. of whatsoever nature in this regard from the Promoter. The Allottee(s) further agrees and confirms that all the terms and conditions of this Agreement for Sale shall remain valid and subsisting irrespective of the fact that the allotment of Car Parking Space(s) under this Agreement being held in contravention of provisions of MOFA, subject to following Clauses of the Agreement shall stand modified and read as under.

Clause V

The Allottee have agreed to acquire on License basis **2** number(s) of Car Parking Space(s) (hereinafter referred to as the said **"Car Parking Space(s)"**). The said Car Parking Space(s) to be Licensed to the Allottee(s) shall be located in any one or more of the registered or to be registered phases of the Real Estate Project.

Clause No X

The Allottee(s) is/are aware of the fact that the Promoter have entered into or shall be entering into separate agreements with several other Allottee(s) and party(ies) in respect of the other Apartments and / or shops, along with License to use Car Parking Space(s) (if any), in the said Building to be constructed on the said Building Land;

Clause 2(x)

"Dates on which use of Car Parking Space(s)" on License Basis shall be made available to Allottee(s), shall be as per **Schedule 4 Part B**.

CAR PARKING SPACE

8.1(A)___No. of Tandem Car Parking Space(s) shall be Licensed to Allottee(s) at no consideration and free of cost upon receipt of full consideration amount are as follows:-

(i) Basement(s)

a)_____level of Basement;

b) _____level of Basement;

(ii) Podium(s)

a)_____level of Podium;

b) _____level of Podium;

(iii) __on

the Stilt

level

and/or

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(iv) ___in open spaces, (not being compulsory open space under DCR) being situated within the said Sale Sub Plot Land.

8.1(B)___No. of Single Car Parking Space(s) shall be Lincensed to Allottee(s) at no consideration and free of cost upon receipt of full consideration amount are as follows:-

(i) Basement(s)

a)_____level of Basement;

b) _____level of Basement;

(ii) Podium(s)

a)_____level of Podium;

b) _____level of Podium;

(iii) ___on

the Stilt

level

and/or

(iv) ___in open spaces, (not being compulsory open space under DCR) being situated within the said Sale Sub Plot Land.

8.2 The Allottee(s) confirm that no consideration and/or any additional charges or cost has been and/or shall be paid to the Promoters for License of Car Parks Space(s) as per clause 8.1 above

8.3 The No. of Car Parking Space(s) which are situated in Robotic /Mechanical /Stack /Deck/ Car Parking system in Basement(s)/Podium(s) /Independent structure (hereinafter referred to as "**Parking System**") shall be licensed to the Allottee(s). The Allottee(s) shall be provided with one Parking pass on yearly basis for each Car Parking Space(s) License in Parking System. Each Parking Pass shall be issued for specific and identified one car. In case of change in identified Car to be parked in the Parking system, the Allottee(s) shall surrender the Old Parking Pass and get a new Parking Pass issued for the new car. The Allottee(s) shall be required to pay monthly charges to park the car in said Parking System as may be prescribed by the Promoter/Common Organization/Federation from time to time. Only the cars having the car parking pass shall be allowed to enter into the building and said Parking System for parking purpose.

8.3 The Allottee(s) agrees to abide by terms and conditions a specified in Annexure "K" of this agreement with respect to Car Parking Space(s) Licensed

~~8.4 The Allottee(s) hereby confirms warrants and undertakes to use the Car Parking Space(s) so allocated on License to him for the purpose of parking of mid sized Light Motor Vehicle. The Promoter shall not be responsible or liable, in case the Allottee's car does not fit into the Licensed Car Parking Space(s)~~

8.5 The license to be granted for Car Parking Space(s) shall be on monthly license fees of Re 1/- per Car Parking Space(s) with Interest Free Security Deposit of Rs.101/- per Car Parking Space(s). The License Agreement for the use of Car Parking Space(s) being Annexure "K" hereto. The License to use the Car Parking Space(s) shall be operational from the date on which the Possession of the said Apartment is given to the Allottee(s) and shall govern the relation of the parties in respect of the Car

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Parking Space(s). The License Agreement that shall be executed as provided herein shall be irrevocable, save and except for the breach of terms of this Agreement or the License Agreement or on account of non-payment of the license fees for the period of consecutive 12 months.

8.6 It is agreed by the Allottee(s) that

- i.) The benefits of the License Agreement for use of the said Car Parking Space(s) by the Allottee(s) shall always be attached to the user of the said Apartment agreed to be sold herein and that the same cannot be dealt with independently in any manner whatsoever.
- ii.) The said Car Parking Space(s) to be given on license shall be utilized for parking the Allottee(s) own light motor vehicle only and shall not be used for parking of any other persons vehicle or for, any other purpose whatsoever.
- iii.) The provision of Car Parking Space(s) is not an arrangement for custody of Vehicle by the Promoter/Common Organization/Federation. The parking arrangement does not include any security or any liability on the part of Promoter/Common Organization/Federation, related to any damage to the vehicle and/or anything inside it or on it.
- iv.) The driver driving the car must follow instructions concerning moving the vehicle in or out from parking area, so that the traffic flow in and out of the parking area and connecting driveway is not obstructed and safety is not compromised.
- v.) The Allottee(s) undertakes not to sell /transfer/provide on sub license basis or deal with said Car Parking Space(s) without the prior written consent of the Promoter or of the Common Organizations or of the Federation, as the case may be. The license to be granted in respect of such Car Parking Space(s) to the Allottee(s) shall automatically stand cancelled/revoked in the event of cancellation or termination of this Agreement or, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement.

8.7 It is hereby further agreed by the Allottee(s) that in the event the Allottee(s) intends to sell the said Apartment to any person or party then the Promoter or common organization or federation shall transfer the license to use said Car Parking Space(s) to such intending Allottee(s) on payment of administrative charges to the Promoter or common organization or federation as the case may be which shall not exceed Rs.10,000/- per Car Parking Space for transfer of License of said Car Parking Space(s).

8.8 The Allottee(s) is aware that the Promoter has in the like manner allotted on License basis the Car Parking Space(s) and shall be allotting other Car Parking Space(s) to several Allottee(s) of the Apartments of the various buildings constructed on the said Sale Sub Plot Land and undertakes not to raise any objection in that regard. The Allottee(s) hereby accords his irrevocable, informed and unconditional consent to the Promoter for earmarking on License basis the balance other Car Parking Space(s) to other Allottee(s) of their respective Apartments in the said Building, or in any of the Building(s) constructed or to be constructed.

8.9 The Allottee(s) is aware that the Promoter is constructing / has

constructed multiple Basement(s) and Podium(s) for the purpose of providing Car Parking Space(s),. The said multiple Basement(s)/Podium(s) are spread across the entire Sale Sub Plot Land and shall be common and continuous for the said Sale Sub Plot Land.

- 8.10 The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall upon formation of the Federation/Common Organization and/or Conveyance, as contemplated herein, cause such Common Organization/Federation to confirm and ratify allocation of Car Parking Space(s) on license by the Promoter to various Allottee(s). The Allottee(s) shall not and/or shall cause Common Organization / Federation not to alter or change the allocation of Car Parking Space(s) in the manner earmarked on License by the Promoter to the various Allottee(s) of the Apartments in the various buildings constructed on the said Sale Sub Plot Land.
- 8.11 It is expressly agreed between the parties that if there is any balance Car Parking Space(s), which are not Licensed to any Allottee(s) within the Sale Sub Plot Land, the Promoter/ Common Organisation/Federation shall be entitled to collect Car Parking Charges from all the visitors of the Allottee(s), and appropriate the same for their own use and benefit.
- 8.12 Any unauthorized usage of licensed Car Parking Space(s) shall result into termination of the license forthwith. The Promoter or the Common Organization/Federation shall not be required to issue any notice for the same.

Clause No 9.3.1

The Promoter shall endeavor to handover Car Parking Space(s) for use of Allottee(s) on license basis as per the dates mentioned in Schedule 4 Part B. It is agreed between the parties that on the date on which Possession of Apartment is being handed over to Allottee(s), the Parking Space(s) for which License(s) are being given to Allottee(s) may not be ready or fit for use. The Allottee(s) shall not raise any objection or refuse to take possession of Apartment due to non-availability of Car Parking Space(s). The Promoter may provide, if available, one car parking space per Apartment on temporary basis, till the time the parking space proposed to be Licensed to Allottee(s) are ready for parking of car .

Clause No 9.3.2 On Parking Space(s) Licensed to allottee(s), being ready for use, any temporary parking space, allowed to be used by Allottee(s) shall be forthwith vacated by Allottee(s).

Clause No 9.3.3

The maintenance charges and local taxes allocated to such temporary Car Parking Space(s) or Permanent Licensed Parking Space(s) shall be paid by the Allottee(s).

Clause No 25.5

The Allottee(s) agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Apartment being in the possession of the Allottee(s) then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Apartment and the Car Parking Space(s) and resume possession of the same and the Allottee(s) will quit, vacate and deliver quiet and peaceful possession of the said apartment to the Promoter. If the Allottee(s) fails to quit, vacate & deliver the said apartment to the Promoter then the Allottee(s) shall thereupon be liable to immediate ejectment there from as trespasser. It is understood by the Allottee(s) that the License to be granted for use of the Car Parking Space(s) is co-terminus with this Agreement and the rights of the Allottee(s) under the terms of the License to be granted for use of the Car Parking Space(s) shall stand terminated ipso facto with termination of this Agreement.

Clause No 29.9

Car Parking Space(s), Garden, Playground, Recreation space(s) at Podium, Recreation space at ground, which are not forming part of any individual building or wing or which are constructed as a common facility for one or more of the buildings or wings in Sub Plot Layout, than such areas shall also be administered and maintained by the Federation or Apex Body. Notwithstanding such administration and maintenance by the Federation, the Car Parking Space(s) Licensed to the individual Allottee(s) including Allottee(s) herein shall be binding on the Federation/Apex Body.

Clause No 32.13

The Allottee(s) agrees and acknowledges that the Promoter is the sole and absolute authority to provide and grant license in respect of Car Parking Space(s) in the said Sale Sub Plot Land and/or Entire Land. The Allottee(s) further agrees and acknowledges that the Promoter is the sole and absolute authority to provide and grant license in respect of Car Parking Space(s) constructed on the Sale Sub Plot Land and/or Entire Land. Such License shall be on the terms and conditions contained in this Annexure of the Agreement The Promoter entitlement to allow use of, or grant license to use Car Parking Space(s) at such location as they may think fit in favor of holders, users, licensees thereof irrespective of the building(s)/structure(s) in which the Apartments, units or premises may be located in the said Sale Sub Plot Land and/or Entire Land and

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on the terms and conditions as the Promoter may think fit and the Allottee(s) as a member of the Common Organization hereby covenant that he/she/it/they shall not (i) raise any objection to the aforesaid License of parking spaces, (ii) obstruct or hinder access to Car Parking Space(s) at any time and (iii) demand or raise any claim/s for separate, special, additional or extra amount compensation or Purchase Consideration, fees, charges, premium donation or otherwise in this regard, at the time of sale of the said Apartment

Clause No. 35.15.3

Save and except the said Apartment, and License to use the said Car Parking Space(s)(if Proposed to be Licensed), which is subject matter of this Agreement, the Allottee(s) agrees that all other Land(s), areas, facilities and amenities on the said Sale Sub Plot Land and Entire Land, are specifically excluded from the scope of this Agreement and the Allottee(s) shall not be entitled to any ownership rights, title, claim, demand or interest etc. in any form or manner whatsoever in such Land(s), areas, facilities and amenities. The Allottee(s) agrees and understands that the right of development of such Lands, areas, facilities and amenities and rights to deal with the same vests solely with the Promoter/its associate companies/its subsidiary companies and their usage and manner mentioned in this Agreement or use, disposal etc. independently shall be at the sole discretion of the Promoter/its associate companies/its subsidiary companies, subject to statutory stipulations that may be imposed by Municipal Corporation.

Clause No. 38.2.12

The Allottee(s) do hereby irrevocably agree and confirm with the Promoter(s) that he/she/they is/are fully aware that the Promoter will provide Car Parking Facility in the said Sale Sub Plot Land for the benefit of the various Allottee(s) of the Apartment(s) and such Car Parking Space(s) will be given on License by the Promoter to the Allottee(s) at such location as may be available with the Promoter and which may be in any Building or Buildings or any space in the Car Parking Space(s) in the Sale Sub Plot Land and the Allottee(s) do hereby agree and confirm that he/she/they will have No Objection or dispute regards such grant of to user of Car Parking Space(s) in any manner whatsoever.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made at Mumbai on this__day of__, 20__.

BETWEEN

HELICITITE RESIDENCY PRIVATE LIMITED, a company, registered under the Companies Act, 1956 and having its registered office at Raheja Chambers, Office NO. 317, 3rd floor, Free Press Marg, Nariman Point, Mumbai 400 021 hereinafter referred to as the "**Owner/Developer**", and **NHP REALTY LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 501-B, Symphony Premises CHSL, Nehru Road, Vile Parle (East), Mumbai 400057 hereinafter referred to as the "**Co-Promoter**" (the Owner/Developer and the Co-Promoter are hereinafter collectively known as the "**Licensors**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors- in- title and assigns) of the First Part:

A N D

[*]

[*]

hereinafter be referred to as "**LICENSEE**", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors and administrators; and in case of a body corporate and its successors and in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and in case of a Hindu undivided family, the karta and the members for the time being and from time to time of the coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them; and in case of trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and the heirs, executors and administrators of the last survivor of them) of **THE OTHER PART**.

The Licensors and the Licensee are collectively referred to as the Parties and are individually referred to as the Party.

WHEREAS:

1. The Licensors is a Developer/Promoter inter alia developing Plots all that piece and parcel of Land, ground, hereditaments and premises situate, lying and being on Land bearing Cadastral Survey No. 187 part Collectors new Nos. DA/2730 and D/2718 and new Survey No.

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1A/7255(part) of Malabar and Cumballa Hill in Greater Mumbai in the Registration District and Sub-district Division, located at 23F Dongersi Road, Walkeshwar, Mumbai - 400006 (hereinafter referred to as the Entire Land) and now constructing a building known as SAMBHAV on some of the portion of the Entire Property.

2. By an Agreement for Sale dated _____ [hereinafter referred to as "**the Agreement**"], executed by and between the Licensor herein, therein referred to as the Developer/Promoter and the Licensee herein, therein referred to as the Allottee(s), the Licensee has agreed to acquire from the Licensor a Apartment/Unit No. [*] situated on the FLOOR[*] of the building SAMBHAV [hereinafter referred to as the said "**Apartment**"].
3. In view of the this Agreement and as enumerated therein, the Licensee is desirous of opting car parking spaces(s) as mentioned in clause 1.1 below in the said Building Land (as defined in the Agreement").
4. Subject to compliance of entire Agreement, the Licensor herein has agreed to allot car parking space(s) as mentioned in clause 1.1. below to the Licensee herein on the monthly license.
5. In consonance with the Agreement, the parties hereto are desirous of recording their understanding, terms and conditions with regard to the use of Car Parking Space(s), as are hereinafter appearing:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. CAR PARKING SPACE(S)

- 1.1 (A) The Licensor agrees to permit the Licensee herein the use of [*] No. of Tandem Car Parking Space(s) shall be Licensed to Allottee(s) at no consideration and free of cost upon receipt of full consideration admeasuring 10.22 sq.mts amount are as follows:-

(i) Basement(s)

- a) _____ level of Basement;
b) _____ level of Basement;

(ii) Podium(s)

- a) _____ level of Podium;
b) _____ level of Podium;

(iii) _____ on
the Stilt
level
and/or

- (iv) _____ in open spaces, (not being compulsory open space under DCR) being situated within the said Sale Sub Plot Land.

- 1.1 (B) _____ No. of Single Car Parking Space(s) shall be Licensed to Allottee(s) at no consideration and free of cost upon receipt of full consideration admeasuring 10.22 sq.mts amount are as follows:-

(i) Basement(s)

- a) _____ level of Basement;
b) _____ level of Basement;

(ii) Podium(s)

- a) _____ level of Podium;
b) _____ level of Podium;

(iii) _____ on
the Stilt
level

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and/or

(iv) _____ in open spaces, (not being compulsory open space under DCR) being situated within the said Sale Sub Plot Land. situated with the said "Sale Sub Plot Land" (as defined in the Agreement") [hereinafter referred to as the said **"Car Parking Space(s)"** for the term and license fees reserved herein and upon the terms and conditions contained hereinafter.

1.2 The_ number of Car Parking Space(s) which are situated in Robotic/Mechanical/Stack/Deck/ Car Parking system in Basement-1/Podium(s)/Independent structure (hereinafter referred to as **"Parking System"**) shall be licensed to the Allottee(s). The Allottee(s) shall be provided with one Parking pass on yearly basis for each car Parking Space Licensed in Parking System. Each Parking Pass shall be issued for specific and identified one car. In case of change in identified Car to be parked in the Parking system, the Allottee(s) shall surrender the Old Parking Pass and get a new Parking Pass issued for the new car. The Allottee(s) shall be required to pay monthly charges to park the car in said Parking System as may be prescribed by the Promoter/Common Organization/Federation from time to time. Only the cars having the car parking pass shall be allowed to enter into the building and said Parking System for parking purpose. The Allottee(s) has agreed to abide by Terms and conditions specified to this agreement with respect to Car Parking Space(s) licensed in said Parking System.

1.3 Licensor has informed to the Licensee and Licensee is also aware and confirms that the Car Parking Space(s) allotted to the Licensee on license basis is for the Light Motor Vehicle of normal size and not for large or extra large size. It is further expressly agreed and understood that the user of Car Parking Space(s) shall always be attached to the Apartment No. [*] purchased by the Licensee herein and the same shall not be detached or isolated from the ownership of the said Apartment.

2. **DEPOSIT / LICENSEE FEE / COMPENSATION**

2.1 The Licensee shall pay to the Licensor a sum of Rs. 1/- (Rupee One Only) per car per month commencing from the date of possession of the said Apartment for the use of Car Parking Space in advance on or before 10th day of each and every month, for which it is due, without the same being demanded and without deduction of any amount for any reason whatsoever.

2.2 The Licensee shall pay at the time of signing of this Agreement to the Licensor a sum of Rs. 101/- (Rupees One Hundred and One Only) per Car Parking Space, as interest free Refundable Security Deposit.

2.3 The Licensor shall refund the security deposit paid under clause 2.2 above without any interest, upon termination of Agreement or the Licensee ceases to be the owner of the said Apartment or upon handing over the peaceful and vacant possession of the Car Parking Space (s) by the Licensee to the Licensor.

3. **TERM OF THE LICENSE**

3.1 This License shall come into effect and will be operative from the date of possession of the Apartment and the allotted Car Parking Space(s) is handed over to the Licensee.

3.2 This License Agreement shall be co-existent and co-terminus with the Agreement and shall be irrevocable till the Agreement is valid and subsisting and/or till the Licensee vacates and hands over possession

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of the Car Parking Space(s) to the Licensor. It is also clarified that expiry / termination of the Agreement shall affect expiry / termination of this Agreement.

- 3.3 The license shall also be irrevocable save and except any breach of term of this License Agreement or on account of non payment of the license fees for the period of consecutive 12 months. In the event of there being any breach of any of the terms and conditions of this Agreement or if the Licensee fails to pay the charges for the use of Car Parking Space(s) on its due dates as mentioned in Clause 2.1 herein above for a period of 12 months consecutively then in that event, the Licensor shall issue written notice to the Licensee to rectify the breach so committed within a period of 30 days from the receipt of such notice, failing which this License Agreement shall stand terminated and the Licensor shall be entitled to resume the possession of the Said Car Parking Space(s) without any further action;
- 3.4 The Licensor shall, on formation of Federation, attorn the said Car Parking Space(s) to the Federation subject to terms and conditions of this License Agreement.
- 3.5 The Licensee(s) further agrees and acknowledges that the Licensor is the sole and absolute authority to provide and grant License in respect of Car Parking Space(s) constructed on the Sale Sub Plot Land and/or Entire Land. Such License shall be on the terms and conditions contained in this Agreement.

4. USE OF CAR PARKING SPACE(S)

- 4.1 The Licensee shall use said Car Parking Space(s) for the purpose of Car Parking and for no other purpose whatsoever.
- 4.2 The Licensee shall keep the Car Parking in good condition subject to normal wear and tear or any acts of God;
- 4.3 The Licensee shall not construct any structure in the Car Parking Space(s) or put up any walls or partitions;
- 4.4 Licensee shall comply with all present and future laws or ordinances applicable to the licensed apartment and shall not commit or suffer waste on the apartment, or use or permit anything on the apartment which may be illegal, or constitute a private or public nuisance, or which may be dangerous to persons or the property of the Licensor or other occupants of the building.
- 4.5 The Licensee shall not make any changes, alteration, additions, or improvements to the licensed apartment without the written consent of the Licensor or their successors.

5. SUBLETTING AND ASSIGNING.

- 5.1 The Licensee shall not sublet / assign / part with possession of the Car Parking Space(s) or permit the user thereof to/by any third person without prior written permission from the Licensor herein.
- 5.2 It is hereby further expressly agreed and provided that in the event the Licensee intends to sell of his /her said Apartment then in that event the rights under this license with respect to the said Car parking Space(s) shall be assignable to such intending Allottee(s) on payment of administrative charges. The Assignment of the License as aforesaid shall be on the same terms and conditions and shall always be attached to the ownership of the Apartment.

6. **Terms and conditions of Car Parking Space(s) in Parking System.**

6.1 Robotic/Mechanized/Stack Car Parking Systems:

- i. It is further agreed by the Allottee(s) that the Mechanical Deck Car Parking System or Mechanical Stack Car Parking System comprises of two or more parking slots in each device i.e. Upper Level(s) & Lower Level. Once one or more Parking Space is licensed to the Allottee(s), the Allottee(s) would be allowed to park his/her/their car on the level which will be available at the time of parking. Allottee(s) further confirm that he/she/they have will not make any demand for dedicated parking level i.e. Upper Level(s) and/or Lower Level.
- ii. In the event of loss or damage of the Parking Pass, on the application made by the Allottee(s) and Car Parking Pass Holder(s) the Promoter/ Common Organization/Federation shall issue a new Parking Pass subject to compliances as may laid down by the Promoter in that behalf. However every change of car number or issue of New Parking Pass due to loss or damage shall be charged at the prescribed rates by the Promoter/Common Organization/Federation. The Car Parking Pass are transferrable along with the said Apartment.
- iii. The Allottee(s) is aware that Parking System is purchased by the Promoter from reputed Vendor. However, any mechanical system requires shutdown for normal wear and tear maintenance and is also susceptible to malfunctioning on occasions. The Allottee(s) waives any and all claims, liabilities against Promoter or their successors in case he/she/it /they experience any delay or shut down of whatsoever period due to non-functioning of system or for any other reason whatsoever. However the Allottee(s) and Car Parking Pass Holder(s) shall not refuse to pay the maintenance for the period during which the system remained shut etc.
- iv. The Allottee(s) and Car Parking Pass Holder(s) is/are aware that their Vehicles parked in Robotic/Automated Car Parking System are at all time at the Allottee(s) Car Parking Pass Holder(s) sole risk in all respects. Promoter/Common Organisation/Federation offers no warranty or indemnity as to the protection or safety of vehicles left in the Robotic / Automated Car Parking System or any goods left within the vehicles and the Allottee(s) and Car Parking Pass Holder(s) shall take their own policies of insurance in order to make any claim if such loss or damage occurs while the vehicle is being parked or is parked in the Parking System.
- v. It is agreed and confirmed by the Allottee(s) that the entire structure wherein Parking System is installed and the system itself shall always remain the exclusive ownership of the Promoter/Common Organization/Federation. The Allottee(s) shall only have right to be issue of Car parking pass for parking of [*] cars.
- vi. The Allottee(s) agrees and confirms that Car Parking Pass issued to the Allottee(s) shall automatically stand cancelled/revoked in the event of cancellation or termination of this Agreement or, surrender, relinquishment, resumption, re-possession etc. of the said Unit under any of the provisions of this Agreement.
- vii. It is hereby further expressly agreed and provided that in the event the Allottee(s) intends to sell the said Unit to any person or party then the Promoter or common organization shall issue the Parking Pass(es) for the same number of cars, which were issued to Allottee(s) herein, to such intending Allottee(s) on payment of transfer fees to the

Promoter or common organization as the case may be to park the car at Robotic Car Parking System to such intending Allottee(s). Transfer fee to be charged by Promoter or common organization shall not exceed Rs. 10000/- per car pass.

7. CAPTIONS.

The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this License.

8. APPLICABLE LAW.

This License shall be governed by and construed under the laws of India. If any provision of this License, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License shall not be affected thereby, and each provision of this License shall be valid and enforceable to the fullest extent permitted by law

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year first written above.

SIGNED, SEALED & DELIVERED)

By the within named LICENSOR) (HELICTITE RESIDENCY
PRIVATE LIMITED

Through its Authorized Signatory)

in the presence of..)
(LICENSOR) (Authorised Signatory - 1)

- 1.
- 2.

SIGNED, SEALED & DELIVERED)(NHP REALTY LLP)

By the within named)
Through its
Authorized Signatory
)

in the presence of..)
(LICENSOR) (Authorised Signatory - 2)

- 1.
- 2.

SIGNED AND DELIVERED)

By the within named LICENSEE)

- 1. [*])(LICENSEE(s))
- 2.)
- 3.)

4.)

in the presence of.) 1.

2.

DRAFT FOR READING

INFORMED CONSENT

Date: _____

From:

[*]

[*]

Mumbai – 4000[*]

To,

[*]

MUMBAI-4000[*]

Subject: Consent for change in Layout plan and other additional construction in the Project "SAMBHAV at[*].

Dear Sir,

- 1. By an "Agreement for Sale" dated [*] (hereinafter referred to as the said "Agreement for Sale") and made between yourselves therein called as "Promoters" and myself therein called as the "Allottee(s)". I/We have agreed to purchase from you on what is commonly known as "Ownership Basis" a Apartment No. [*] on FLOOR[*]of the building named as "SAMBHAV" registered with Real Estate Regulatory Authority (RERA Authority) under the provisions of Real Estate (Regulation and Development) Act, 2016 vide registration no. - for the consideration and upon terms and conditions contained therein.
- 2. The Allottee(s) has been informed / disclosed of the details as follows:-
 - 2.1.1.1 The Promoter has disclosed to the Allottee(s) that the said Entire Land is being developed by dividing it into various Sub Plots. The development of the each of the Sub Plot will be carried out in multiple Part(s) over a period of time.
 - 2.1.1.2 **Proposed Development as disclosed under Schedule 2 Part A**

The Promoter has informed to the Allottee(s) the quantum of the proposed development on the said Entire Land and also on the said Sale Sub Plot Land as disclosed in Schedule 2 Part A. The Allottee(s) has also been informed of the proposed development on each of the Sub Plot Land(s)

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including that of the said Sale Sub Plot Land. The Allottee(s) is also informed of the FSI proposed to be utilized on the said Entire Land, and on the said Sub Plot Land. The Allottee(s) is further informed of the imbalance of the proposed FSI to be consumed in respect of each of the Sub Plot Land(s) including that of the said Sale Sub Plot Land. The Allottee(s) is further informed of the number of building(s)/Wing(s) including the number of floors in respect of each of the building/Wing which is proposed by the Promoter on the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase in the said Apartment. The Allottee(s) is informed about the number of Floors proposed in the said building in respect of which the said Apartment is located. The Allottee(s) is further informed of the aggregate area of recreation open space, garden and playground which will be provided in respect of the said Entire Land and specifically in respect of the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has been informed about of the various amenities which are proposed by the Promoter to be provided in the said Entire Land and said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Allottee(s) has also been informed that the Promoter shall construct residential and/or commercial building(s) and/or retail building and/or, shopping mall, cinema, multiplex, hotel, restaurants and/or mix-use with or without shop line in the said Entire Land in general and in the said Sale Sub Plot Land in particular in which the Allottee(s) has agreed to purchase the said Apartment. All the aforesaid information as disclosed by the Promoter on the said Entire Land and said Sale Sub Plot Land is given in Schedule 2 Part A and in Schedule 4 Part A to this agreement.

2.1.2 The Promoter has informed to the Allottee(s) of the proposed construction on the said Sale Sub Plot Land shall be of the full potential of the said Entire Land as described in Schedule 2 Part A, of this Agreement and has purchased the said Apartment considering the quantum of the construction and density of population which will arise out of utilization of the full potential of FSI as disclosed in Schedule 2 Part A of this Agreement.

2.1.3 **Schedule 2 Part B**

The Promoter has informed to the Allottee(s) of the sanctioned Plan of the said Entire Land. The Allottee(s) has also been informed of the sanctioned development on each of the Sub Plot Lands including that of said Sale Sub Plot Land. The Allottee(s) is further informed of the imbalances of the sanctioned FSI being consumed in respect of each of the Sub Plot Lands including that of said Sale Sub Plot Land.

2.1.4 The Allottee(s) is further informed of the number of building(s)/Wing(s) including the number of floors in respect of each of the building/Wing which is sanctioned by the local authority on the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase in the said Apartment. The Allottee(s) is informed about the number of Floors sanctioned in the said Building in which the said Apartment is located. The Allottee(s) is further informed of the aggregate area of recreation open space, garden and playground (hereinafter for the limited purpose of this clause 2 referred to as '**Master Layout Open Spaces**') which are sanctioned in respect of the said Entire Land and the Sale Sub Plot Land specifically in respect of the said Sale Sub Plot Land in which the Allottee(s) has agreed

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to purchase the said Apartment. The Allottee(s) has been informed about of the various amenities which are sanctioned in the said Entire Land and said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Entire details as mentioned aforesaid and as sanctioned on the said Entire Land and the said Sale Sub Plot Land is given as Schedule 2 Part B to this agreement.

- 2.1.5 The Promoter has informed to the Allottee(s) of the sanctioned Plan and the proposed plan of development of the said Entire Land and the said Sale Sub Plot Land in which the Allottee(s) has agreed to purchase the said Apartment. The Promoter has further disclosed to the Allottee(s) the FSI /TDR utilized in respect of the said building in which the Allottee(s) has agreed to purchase the Apartment.
- 2.1.6 The Promoter has informed to the Allottee(s) that number of floors is proposed to be constructed on the said Building, subject to Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than number of proposed floors. The Allottee(s) has agreed to Purchase the Apartment considering the number of floors the said Building being anywhere between to and thus the common terrace of the said Building can be anywhere above floor. The Allottee(s) has made informed decision to purchase the said Apartment considering the said Building having minimum floor or maximum floor.
- 2.1.7 The Promoter has informed to the Allottee(s) that the sanctioned or approved plans as on the date of signing of this agreement do not reflect the total proposed development of the said Entire Land and that of the said Sale Sub Plot Land. The Promoter shall obtain approval for the proposed development as envisaged in Schedule 2 Part A to this agreement from time to time and the Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to develop the said Entire Land and the said Sale Sub Plot Land in accordance to the Proposed development as detailed at Schedule 2 Part A to this agreement.
- 2.1.8 The Allottee(s) is aware that the proposed development on the said Entire Land and that of the said Sale Sub Plot Land is different than what is sanctioned and/or permissible as on the date of signing this agreement. The Allottee(s) has been informed that the development and construction proposed on the said Entire Land and that of the said Sale Sub Plot Land is much larger in scale and size than what is sanctioned and permissible as on the date of signing of this agreement. The Allottee(s) hereby gives his informed consent to the development and construction proposed by the Promoter as detailed at Schedule 2 Part A to this agreement. The Allottee(s) hereby agrees, confirms and gives informed consent that the Promoter shall be entitled to revise, alter, amend, modify the approved Master Layout Plans in respect of within the said Entire Land.
- 2.1.9 The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Entire Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Entire Land is based on anticipation of increase in FSI in future or permission being received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/Amenities.

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- 2.1.10 The Promoter has further disclosed to the Allottee(s) that, the construction of various buildings on the said Entire Land will be carried out to utilize the proposed F.S.I on the said Entire Land. The F.S.I consumption in each of the Sub Plot Land(s) will not be uniform and will differ as per the Sub Plot Layout prepared by the Promoter. It is further informed by the Promoter that the FSI consumption in each of the Sub Plot Land(s) will not be same and will vary as per the Sub Plot Layout.
- 2.1.11 The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Entire Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Entire Land is based on anticipation of increase in FSI in future or permission being received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/Amenities.
- 2.1.12 The Promoter has further disclosed to the Allottee(s) that he proposes to utilize proposed F.S.I on the said Sale Sub Plot which can be utilized and constructed on the said Entire Land. The construction of various buildings in the said Sale Sub Plot Land will be carried out to utilize proposed F.S.I on the said Sale Sub Plot Land. The F.S.I consumption in each of the said building will not be uniform and will differ as per the Sale Sub Plot Layout prepared by the Promoter.
- 2.1.13 The Promoter has informed to the Allottee(s) that the fungible FSI or any other FSI or area available on payment of premium to planning Authority on the Entire Land including Sale Sub Plot Land and said building Land will be availed off and utilized by the Promoter for its own benefit on the said Building and also on all other buildings constructed or to be constructed on the said Entire Land.
- 2.1.14 The Promoter has informed to the Allottee(s) that the said building and other buildings constructed or to be constructed on the said Entire Land/Larger Land including Sale Sub Plot Land is in compliance with requirement of open spaces as per provisions of Development Regulations and plans have been approved by Municipal Corporation with grant of concession in open spaces.
- 2.1.15 The Promoter has informed to the Allottee(s) that any future development to be carried out by the promoter on said Entire Land or by any one including Promoter on any neighboring lands, may be deficient in open spaces.
- 2.1.16 The Promoter has informed to the Allottee(s) that each and every room of the said Apartment is in complaint with size mentioned in DCR and have been approved by the Municipal corporation by granting concession for the same.
- 2.1.17 The Promoter has informed to the Allottee(s) that mechanical parking system/car lift/stack parking are all subject to breakdown and requires regular maintenances.
- 2.1.18 The Promoter has informed to the Allottee(s) that maneuvering space for car in Car Parking Space(s) may be inadequate and have been approved to accommodate adequate number of car parking's.
- 2.1.19 The Promoter has informed to the Allottee(s), the Promoter can amend/change modify any other Phase other than the Phase in which the Allottee(s) has Purchased the Apartment.
- 2.1.20 The Promoter has informed to the Allottee(s), the Promoter can modify/amalgamate any Apartment in the Phase in which the Allottee(s)

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has Purchased the Apartment by ensuring that the Allottee(s) Apartment is not affected with such amendments.

2.2 Based on the disclosures and information made by the Promoter, and under relevant provisions of RERA and/or MOFA,

2.2.1 The Allottee(s) confirms, and has unconditionally and irrevocably given consent to the Promoter that he has agreed to purchase the said Apartment considering the development of the said Sale Sub Plot Land in accordance with details given in Schedule 2 Part A to this Agreement and has further confirmed that he has no objection to the construction of the full potential of the FSI available in respect of the said Entire Land as disclosed in Schedule 2 Part A of this Agreement and has expressly given informed consent to the Promoter as required under Maharashtra Ownership Apartments (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules made thereunder (collectively referred to MOFA) and also under Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder (collectively referred to RERA). The said consent is also for varying, amending, altering or modifying the plan of the said Building or construction of additional floor on the said Building, or construction of additional building(s) in the said Sale Sub Plot Land and/or the said Entire Land. The Allottee(s) is aware that the plans approved shall undergo changes, amendment, modification, alteration, variation, relocation, etc. in order to develop the said Entire Land including all the said Sale Sub Plot Land with the full potential of the said Entire Land and in accordance with the proposed development disclosed in the Schedule 2 Part A of this agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc in the Master Layout or in any of the Sub Plots. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to realign utility and service connections. The Allottee(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA and RERA for carrying out all or any of the aforesaid purposes. The Allottee(s) has made informed decision to purchase the said Apartment considering the aforesaid disclosure(s) made by the Promoter, and also based on aforesaid irrevocable consent given to the Promoter.

2.2.2 The Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to revise, alter, amend or modify the location and the size of Master Layout Open Spaces. However the aggregate area of the Master Layout Open Spaces as detailed in Schedule 2 Part A to this agreement shall not be reduced while revising, altering, amending, or modifying the said Master Layout Open Spaces by the Promoter. The Allottee(s) hereby gives his informed consent that in order to construct the full development potential available at any time on the said Entire Land the Promoter shall be entitled to amend, modify and or vary the location of the Master Layout Open Spaces within the said Entire Land. The Allottee(s) hereby further gives his informed consent that the Promoter shall be entitled to divide the said Master Layout Open Spaces into several parcels being provided at several locations on the said Entire Land.

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- 2.2.3 The Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to revise, alter, amend or modify the location and / or reduce the size of Master Layout Open Spaces situated within the said Sale Sub Plot Land. However the aggregate area of open spaces in the Master Layout as detailed in Schedule 2 Part A to this agreement shall not be reduced within the Entire Land by the Promoter. The Allottee(s) hereby gives his informed consent that in order to utilize and construct the full development potential available at any time on the said Entire Land the Promoter shall be entitled to amend, modify, vary the location or reduce the Master Layout Open Spaces within the said Sale Sub Plot Land provided the aggregate area of the Master layout open Space is not reduced in the Entire Land. The Allottee(s) hereby further gives his informed consent that the Promoter shall be entitled to divide the said Master Layout Open Spaces into several parcels being provided at several locations on the said Sale Sub Plot Land.
- 2.2.4 The Allottee(s) hereby gives his informed consent that the Promoter shall be entitled to revise, alter, amend or modify the location and the size of amenity spaces. However the aggregate area of the amenity spaces as detailed in Schedule 2 Part A to this agreement shall not be reduced while revising, altering, amending, or modifying the said amenity spaces by the Promoter.
- 2.2.5 The Allottee(s) hereby agrees, confirms and gives his informed consent that the Promoter is entitled to change the user in respect of any building which is being constructed on the said Sale Sub Plot Land or the said Entire Land.
- 2.2.6 The Allottee(s) hereby gives his informed consent to the Promoter that the Promoter shall be entitled to relocate and/or realigning of water, power, Sewage, telephone*, gas*, electricity and other services and utility connections and lines.
- 2.2.7 The Allottee(s) hereby gives his informed consent to the Promoter that the Promoter shall be entitled to relocate and/or realigning underground tanks, pump rooms, electrical receiving station, electrical sub Stations, electrical meter rooms, club house*, gymnasium* and such other amenity spaces and/or common facilities.
- 2.2.8 The Allottee(s) hereby gives his informed consent to the Promoter that the Promoter shall be entitled to revise, alter, amend, modify or vary the location of the access to the said building or to the said Sale Sub Plot.
- 2.2.9 The Allottee(s) confirms that he is informed about the recreation open space as required under development control rules is provided on the top of the podium. The Allottee(s) hereby agrees and gives his informed consent that the recreational open space required to be provided under Development Control Regulations be provided on the top of the podium and shall not be provided at the ground level.
- 2.2.10 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to revise the road network within the said Entire Land.
- 2.2.11 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to provide for Car Parking Space(s).
- 2.2.12 The Allottee(s) do hereby irrevocably agree and confirm with the Promoter(s) that he/she/they is/are fully aware that the Promoter will provide Parking Facility in the said Sale Sub Plot Land for the benefit of the Allottee(s) of the Apartment(s) and such Car Parking Space(s) will be

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given on license by the Promoter to the Allottee(s) at such location as may be available with the Promoter and which may be in any Building or Buildings or any space in the Car Parking Space(s) in the Sale Sub Plot Land and the Allottee(s) do hereby agree and confirm that he/she/they will have No Objection or dispute regards such grant of license to user of Car Parking Space(s) in any manner whatsoever.

- 2.2.13 The Allottee(s) hereby confirms and gives his/her/their express and irrevocable consent for the Promoter to Develop Public Parking or rental housing or affordable housing or transit accommodation or any other public amenities and hand over the same to the appropriate authorities or public body and grant title to such authority with either exclusive or non exclusive entry and exit and such area will not form part of any Common Organization of the Prospective Allottee(s) of Premises in the said Building and Promoter shall be entitled to obtain and appropriate all the benefits in lieu of such amenity Space including but Not limited to any additional F.S.I. or development rights and utilize the said F.S.I. and/or development rights on the Master Layout Land more particularly described in the Scheduled 2 Part A hereunder written or anywhere else as the Promoter may desire or deem fit without any further or other consent or concurrence of the Allottee(s).
- 2.2.14 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to amalgamate or subdivide the said Entire Land or the said Sale Sub Plot Land from time to time.
- 2.2.15 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to consume and to Utilize whatever FSI which may be available in Future in respect of the said Entire Land and/or to Utilize TDR allowed to be utilized on the said Entire Land. The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to consume and to Utilize any further or other F.S.I. allowed, sanctioned or introduced by the State of Maharashtra or by Municipal Corporation by change in law or Regulations as further floor or floors on the said Building, as further building(s)/Wing(s) on the said Sale Sub Plot Land as the Promoter may desire or deem fit.
- 2.2.16 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to relocate or revise the location of building line, ramp and access of the said building as the Promoter may desire or deem fit from time to time.
- 2.2.17 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to change user of any Apartment in the said Building or any of the building in the said Sale Sub Plot Land and to allow and permit such users in the said Building or any Building situated on the said Entire Land, as the Promoter may desire or deem fit from time to time.
- 2.2.18 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to make additions or alterations in the said Building/ Buildings/ Project by installing any ramp or ramps Or internal lifts within or between floor or floors, making voids, enclosing voids, providing special Exclusive lift or lifts for any specific floor or floors and allowing use of any podium or ramp or terrace on the top floor as the Promoter may desire or deem fit from time to time.
- 2.2.19 All the changes, amendments and modifications to the said Building(s) / Master Layout Plans which the Promoter may do or caused to be done

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from time to time before receipt of the Occupation Certificate or thereafter and before receipt of building Completion Certificate or thereafter are hereby irrevocably Approved, accepted and confirmed by the Allottee(s) and the Allottee(s) shall not take any Objection or dispute the same in any manner whatsoever at any time hereafter.

- 2.2.20 The Allottee(s) has / have agreed with the Promoter that Promoter shall be entitled to increase the number of floors of the said building as they may desire or deem fit and Allottee(s) do hereby give his / her / their irrevocable and informed consent to the Promoter as contemplated under Section 7 and 7A of MOFA and also under RERA.
- 2.2.21 The Allottee(s) agrees, confirms and gives his informed consent that the Promoter shall be entitled to revise, alter, amend, modify, change or substitute Master Layout Plan, Sale Sub Plot Layout Plan and said Building Plan including the number of floors of the said Building in which Allottee(s) has / have agreed to purchase and acquire premises under this Agreement.
- 2.2.22 Allottee(s) hereby confirms and gives his informed consent that Promoter shall be entitled to relocate/realign the water, power, sewage, telephone, gas, Electric substation and other service and utility connections and lines, overhead/underground tanks, pumps, Club House, recreation areas and all or any other areas, amenities and Common Facilities.
- 2.2.23 The Allottee(s) hereby agrees, confirms and gives his informed consent that the Promoter shall be entitled to vary and change the time schedule for any building in the said Sale Sub Plot Layout or Master Layout except in respect of the said building.
- 2.2.24 The Allottee(s) do hereby expressly and irrevocably accepts and confirms that the Building under reference Is in compliance with requirement of open spaces as per provisions of Development Regulations and plans have been approved by Municipal Corporation with grant of concession in open spaces and for that the Allottee(s) will not hold the Promoter / Municipal Corporation liable for the same in future.
- 2.2.25 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he has accepted car parking by way of mechanical car parking system and/or car lift and/or stack parking. The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the promoter, its subsidiaries, assigns or Municipal Corporation liable for failure of mechanical parking system/car lift / Stack Parking at any time.
- 2.2.26 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that size of rooms are adequate and he/she/they shall not institute any complains, grievances, concerns, etc to the Municipal Corporation or any Competent Authority or court for the inadequate sizes of rooms in future.
- 2.2.27 The Allottee(s) do hereby expressly and irrevocably agrees and confirms that he/she/they shall not institute any complaints, grievances, concerns, etc to the Municipal Corporation or any Competent Authority or court for inadequate maneuvering of car in the Car Parking Space(s).
- 2.2.28 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to utilize fungible FSI available on the said Entire Land, including on the said Sale Sub Plot Land and/or on the said Building Land.
- 2.2.29 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to amend/change modify any other Phase other

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- than the Phase in which the Allottee(s) has Purchased the Apartment.
- 2.2.30 The Allottee(s) do hereby expressly and irrevocable agrees and confirms that Promoter is entitled to modify/amalgamate any Apartment in the Phase in which the Allottee(s) has Purchased the Apartment by ensuring that the Allottee(s) Apartment is not affected with such amendment
- 2.3 The Allottee(s) do hereby expressly and irrevocably agree and confirm that all the consents given by him/her/them to the Promoter under clause 2.2 of this agreement is irrevocable and informed consent as prescribed under various provisions of MOFA including under Section 7 and 7A of MOFA and/or under section 14 of RERA. The Allottee(s) hereby further agrees, undertakes, warrants and confirms that he/she/they shall not withdraw, cancel, revoke or challenge the aforesaid consent given by him/her/them to the Promoter at anytime hereafter in any manner whatsoever under any circumstances.

SCHEDULE – 1 Part "A" ABOVE REFERRED TO

(The Description of the Layout as proposed by the Promoter on the said "Entire Land" and the said "Sale Sub Plot Land")

Sr. no	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Area	1127.93sq.mts.	524.41sq.mts
2	Aggregate area of recreation open space	[*] sq.mts.	NA
3	Garden	0 sq.mts.	0 sq.mts.
4	Playground	0 sq.mts.	0 sq.mts.
5	Health Club (Located in SAMBHAV)	-	[*] sq.mts
6	Area of Road Set Back Sub Plot Land	603.52sq.mts.	NA
7	Area of Sale Sub Plot Land	524.41 sq.mts	524.41 sq.mts
7(a)	Basement(s)	-	1No
7(b)	Stilt	-	1No
7(c)	Podium(s)	-	21Nos
7(d)	No of Buildings/Wings	-	1Nos
8	No of floors proposed in each of the building		
8(a)	SAMBHAV	-	20 Nos
9	No. of Apartments proposed in each Building		
9(a)	SAMBHAV	-	61 Nos
10	Proposed FSI in each building	4085.82 sq.mts	4085.82 sq.mts

ALLOTTEE(S)

DRAFT FOR READING

SCHEDULE – 1 Part "B" ABOVE REFERRED TO

(The Description of the Layout as sanctioned on the said "Entire Land" and the said "Sale Sub Plot Land")

Sr. no	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Sanctioned FSI	4071.59 Sq.mts.	4071.59 Sq.mts.
2	Health Club (Located in SAMBHAV)	-	[*] Sq.mts.
3	Area of Road Set Back Sub Plot Land	603.52sq.mts.	-
4	Area of Sale Sub Plot Land	524.41 sq.mts	524.41 sq.mts
5	Basement(s)	-	1Nos
6	Stilts	-	1Nos
7	Podium(s)	-	21 Nos
8	No of Buildings	-	1 Nos
9	No of floors sanctioned in each of the building		
9(a)	SAMBHAV	-	20 Nos
10	No. of Apartments sanctioned in each building.		
10(a)	SAMBHAV	-	61 Nos

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The above consent is given by me at our own will and without any coercion or pressure from any person or persons and of any kind or nature whatsoever and I hereby further agree and confirm that I shall not interfere with your rights by raising any dispute in that regard.

Thanking you,
Yours truly, _____

DRAFT FOR READING

DRAFT FOR READING

ALLOTTEE(S)

DRAFT FOR READING

RERA Registration No: [*]

Ref No: _____

Date: [*]

To,

[*]

[*]

INDIA- 380005

[*]

Dear Sir/ Madam,

Sub : Apartment No [*], on FLOOR[*]in SAMBHAV(hereinafter referred as the said " Apartment") situated at Hubtwon [*],[*], Mumbai 4000[*]..

This is to bring to your kind notice that since Maharashtra Ownership Flats Act (MOFA) still exists the Apartment purchased by you being Apartment No [*] situated on the **FLOOR[*]**of the building **SAMBHAV**(the said **Building**) will be admeasuring about [*]sq. mtrs of Carpet Area as per RERA and [*]sq. mts. of carpet area as per MOFA The said Apartment is attached with an area admeasuring [*] sq. mtrs, as per MOFA and [*]sq. mtrs as per RERA in the form of flowerbed and/or utility spaces and/or deck and/or cupboard space and/or terrace and/or niche and/or elevation feature etc., referred to as the "**Attached Area to the said Apartment**".

We further would like to inform you that the Carpet Area of the said Apartment as per MOFA shall be measured from internal unfinished walls including area under columns offsets of the said Apartment and area of the balcony/deck and shall exclude any attached area measured as per MOFA.

This letter has been issued to you for your convenience and understanding as MOFA still exists.

Thanking You.

Yours faithfully,

For [*]

We Confirm,