

**From:**

**JP Infra Residency Private Limited (“the Promoter”),**  
4<sup>th</sup> Floor, 401- 402 Viraj Tower,  
Western Express Highway, Near WEH Metro Station,  
Andheri East, Mumbai- 400 093,

**To:**

[•] (name) (“**the Allottee/s**”)  
[•] (address)

**Re:** Allotment of Premises bearing No. [•] on the [•] floor in the Real Estate Project being developed on a portion of land bearing Survey No. 20 Hissa No. 1 (part), Survey No. 20 Hissa No. 2 (part) and Survey No. 31 Hissa No. 4 (part), situated at village Ghodbunder, District Taluka Thane 401107 at Mira Bhayandar Municipal Corporation and known as “**North Barcelona – Wing D**” (“**the said Premises**”).

---

- 
1. We are the owners of all those pieces and parcels of land admeasuring approximately **3,785.86 sq.mts.** or thereabouts in aggregate and bearing Survey No. 20 Hissa No. 1 (part), Survey No. 20 Hissa No. 2 (part) and Survey No. 31 Hissa No. 4 (part), situated at village Ghodbunder, District Taluka Thane 401107 at Mira Bhayandar Municipal Corporation (**“the said Land”**).
  2. We being entitled to develop **“the said Land”**, are undertaking development of **“the said Land”** in accordance with applicable laws (as amended / modified from time to time), including the provisions of Development Control Regulations of Mira Bhayandar Municipal Corporation (“**DCR**”) as applicable from time to time and/or such other provisions / regulations, as may be amended from time to time, and as applicable from time to time in the manner as stated herein.
  3. On a portion of **“the said Land”** admeasuring approximately 1,438.75 square meters (**“the Barcelona Land”**), we are proposing to construct a Real Estate Project thereon as a mixed-use building, known as **“North Barcelona – Wing D”**, comprising of part stilt and part commercial on the ground floor + part parking podium, part commercial (mezzanine) and part residential on the 1<sup>st</sup> floor + part residential and part parking podium from 2<sup>nd</sup> upto a maximum of 11<sup>th</sup> floor + part residential and part amenity floor/podium on the top level podium + residential floors above upto a maximum of 45<sup>th</sup> habitable floors (**“the said Building”**). We reserve our rights to make such alterations/additions or modifications in the sanctioned plan as we in our discretion may deem fit without affecting **“the said Premises”**. No specific permission shall be required from you for such alterations/amendments and confirmation of this letter shall be treated as your irrevocable consent to the same.
  4. You being desirous of acquiring **“the said Premises”** in **“the said Building”** have approached and requested us for allotment of the same in your favor. We have furnished to you all the documents to enable you to undertake the due diligence. You have undertaken your due diligence and are satisfied with regard to our right / entitlement to undertake the Project. You have also examined the sanctioned plans and approvals presently obtained by us with respect to the development of the said Building and have satisfied yourself in respect thereof.

5. You have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by your Advocates and Planning and Architectural consultants.
  6. Pursuant to your request, we hereby inform you that we are pleased to allot to you “**the said Premises**” bearing No. [●] on the [●] floor in the Real Estate Project known as “**North Barcelona – Wing D**”, for a consideration amount of Rs. [●]/- (Rupees [●] only).
  7. We also allot you the right to [●] nos. ([●]) car parking space/s within the car parking area.
  8. Other charges, as applicable towards amenities, services, maintenance etc. shall be charged separately and mentioned in the Agreement for Sale.
  9. The area of the said Premises, is as follows:
- | Sr.<br>No.   | Flat No. | Floor No. | Area (square meters) |
|--------------|----------|-----------|----------------------|
| 1.           |          |           |                      |
| <b>Total</b> |          |           |                      |
10. The total aggregate consideration amount for “**the said Premises**” is Rs. [●]/- (Rupees [●] only) (“**Sale Consideration**”). The “**Sale Consideration**” excludes stamp duty, registration, taxes and all other charges. We confirm receipt of Rs. [●]/- (Rupees [●] Only) towards part Sale consideration, as mentioned herein and as more particularly detailed out in “**Annexure A**”.
  11. The “**Sale Consideration**” excludes all taxes and all levies, duties and cesses, which as and when applicable, shall be borne and paid by the Allottee/s alone. Any associated costs or expenses, save and except as covered under the “**Sale Consideration**” above, shall be to the account of the Allottee/s.
  12. Transfer of “**the said Premises**” shall not be undertaken without registering the Agreement for Sale and thereafter obtaining our prior written consent.
  13. Timely payment of all dues is the essence of the contract. And thus it is agreed and confirmed by you that in the event of any default from your end towards the payment of balance “**Sale Consideration**”, as per the schedule agreed upon in “**Annexure A**” herein, we shall be entitled to all such rights, remedies and entitlements as are provided for in the Agreement for Sale.
  14. We have informed you and you have agreed and accepted that, we and you shall enter into and execute an Agreement for Sale in respect of “**the said Premises**” under the provisions of the RERA Act. The composite and complete terms and conditions of the allotment of “**the said Premises**” shall be incorporated in the said Agreement and shall inter alia include terms and conditions as are detailed herein.
  15. This writing is a letter of allotment and expresses the Parties desire to enter into the said Agreement for Sale. Further, this letter supersedes all and any previous agreements, written or oral, by and between us.

Yours Truly,

For, JP Infra Residency Private Limited

I/We hereby Agree and Confirm

**Authorized Signatory**

**Alottee/s**

DRAFT WITHOUT PREJUDICE

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("this Agreement") is made at Thane this \_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_:

## BETWEEN

**JP INFRA RESIDENCY PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 2013 and having its registered office address at 401-402, Viraj Towers, 4<sup>th</sup> Floor, Western Express Highway, Near WEH Metro Station, Andheri East, Mumbai 400093, hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and their heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **SECOND PART**.

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

**WHEREAS:**

- A. The Promoter is the sole and absolute owner of and intends to undertake development of all those pieces and parcels of land admeasuring approximately 11,179.86 square meters in aggregate bearing the following Survey Numbers / Hissa Numbers, lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation ("**the Larger Land / First Land**") in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Development Control Regulations of Mira Bhayandar Municipal Corporation ("**DCR**") as applicable from time to time, in the manner as stated herein:

- (i) Survey No. 30 Hissa No. 7 (part) (admeasuring approximately 696.00 square meters),
  - (ii) Survey No. 30 Hissa No. 8 (part) (admeasuring approximately 6,698.00 square meters),
  - (iii) Survey No. 20 Hissa No. 1 (part) (admeasuring approximately 1,078.44 square meters).

- (iv) Survey No. 20 Hissa No. 2 (part) (admeasuring approximately 300.91 square meters),
- (v) Survey No. 31 Hissa No. 4 (part) (admeasuring approximately 2,406.51 square meters),

The Larger Land is more particularly described in the **Part A** of the **First Schedule** hereunder written and is demarcated with thick black colour boundary and washed with green colour on the Plan annexed hereto and marked as **Annexure “1”**.

B. The FSI generated out of the following lands have been/shall be utilized for the purposes of the development of the Larger Land in the following manner:

(i) **Second Land:**

- (a) The Promoter was the owner of all those pieces and parcels of land collectively admeasuring 1,195.60 square meters and bearing (i) Survey No. 30, Hissa No. 7 (admeasuring 363.76 square meters) and (ii) Survey No. 30, Hissa No. 8 (admeasuring 831.84 square meters) situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation (“**the Second Land**”). The Second Land is hatched in grey colour on the Plan annexed hereto and marked as **Annexure “1”**.
- (b) The Second Land was reserved for D.P. Road under the Development Plan issued by Mira Bhayandar Municipal Corporation (“**MBMC**”).
- (c) By and under an Agreement dated 25<sup>th</sup> September, 2018 executed by and between the Promoter of the One Part and MBMC of the Other Part and registered with the office of Sub-registrar of Assurances under Serial No. TNN-7/13457/2018, the Promoter handed over possession of the Second Land to MBMC and in consideration thereof MBMC granted road widening FSI generated out of the Second Land to the Promoter, in the manner and on the terms and conditions as set out therein.

(ii) **Third Land:**

- (a) Anita Kamal Jain was the owner of all those pieces and parcels of lands collectively admeasuring approximately 2786.56 square meters and bearing (i) Survey No. 20 Hissa No. 1 (part) (admeasuring approximately 591.56 square meters), (ii) Survey No. 20 Hissa No. 2 (part) (admeasuring approximately 496.00 square meters), and (iii) Survey No. 31 Hissa No. 4 (part) (admeasuring approximately 1,699.00 square meters) situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation (“**the Third Land**”). The Third Land is washed with blue colour on the Plan annexed hereto and marked as **Annexure “1”**.
- (b) The Third Land was reserved for D.P. Road under the Development Plan issued by MBMC.
- (c) By and under an Agreement dated 20<sup>th</sup> January, 2018 executed by and between Anita Kamal Jain (therein referred to as ‘Anita’) of the First Part, the Promoter (therein referred to as ‘Mahalaxmi’) of

the Second Part and the MBMC (therein referred to as 'the corporation') of the Third Part and registered with the office of Sub-registrar of Assurances under Serial No. TNN-7/1065/2018, Anita Kamal Jain and the Promoter (therein collectively referred to as the 'Owners/Developers') handed over possession of all the area under reservation as per the Development Plan (including the Third Land) to MBMC and in consideration of the same, MBMC has granted road widening FSI generated thereof to the Owners/Developers therein for the development to be undertaken by the Promoter on the Larger Land, in the manner and on the terms and conditions as set out therein.

(d) Thereafter, by and under an Agreement dated 17<sup>th</sup> December, 2019 registered with the Joint Sub-Registrar of Assurances, Thane-4 under serial no. TNN-4/12513/2019 on 18<sup>th</sup> December, 2019 executed by and between Anita Kamal Jain (there referred to as 'the Vendor') of the One Part and the Promoter (therein referred to as 'the Purchaser') of the Other Part, the Vendor therein granted, assigned and transferred road widening FSI admeasuring 5,991.10 square meters generated in lieu of the surrender of the Third Land under the aforesaid Agreement dated 20<sup>th</sup> January, 2018 in favour of the Promoter in the manner and on the terms and conditions as set out therein. Pursuant to the aforesaid Agreement dated 17<sup>th</sup> December, 2019, Anita Kamal Jain also granted various powers and authorities with respect to the aforesaid road widening FSI admeasuring 5,991.10 square meters in favour of the Promoter vide registered Power of Attorney dated 17<sup>th</sup> December, 2019 registered with Joint Sub-Registrar of Assurances, Thane-4 under serial no. TNN-4/12515/2019 on 18<sup>th</sup> December, 2019.

(iii) **Fourth Land:**

- (a) RNA Corporation Private Limited ("RNA") was the owner of all those pieces and parcels of land admeasuring approximately 610.00 square meters bearing Survey Number 31 Hissa Number 6 of Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane ("**Fourth Land**"). The Fourth Land is washed with orange colour on the Plan annexed hereto and marked as **Annexure "1"**.
- (b) The Fourth Land was majorly reserved for road and truck terminal under the Development Plan.
- (c) By and under an Agreement dated 16<sup>th</sup> October, 2018 executed by and between RNA, through its constituted attorney Mr. Manoj M. Purohit (therein referred to as 'the Owners') of the First Part, the Commissioner of MBMC (therein referred to as 'MBMC') of the Second Part and the Promoter (therein referred to as 'the Confirming Party') of the Third Part and registered with the office of Sub-registrar of Assurances under Serial No. TNN-7/15163/2018, RNA with the confirmation of the Promoter handed over possession of the Fourth Land to MBMC and in consideration of the same, MBMC has granted Road Widening FSI / Setback and / or Transferable Development Rights ("**TDR**") generated out of the Fourth Land in favour of the Promoter therein, in the manner and on the terms and conditions as set out therein.

C. The Promoter has further acquired all that Transferable Development Rights ("**TDR**"), with clear and marketable title, free from all encumbrances, vide various

deeds and agreements, duly executed between the parties therein and registered before the concerned Sub-Registrars.

- D. On an independent portion of the Larger Land admeasuring approximately 3,785.86 square meters bearing (i) Survey No. 20 Hissa No. 1 (part) (admeasuring approximately 1,078.44 square meters), (ii) Survey No. 20 Hissa No. 2 (part) (admeasuring approximately 300.91 square meters) and (iii) Survey No. 31 Hissa No. 4 (part) (admeasuring approximately 2,406.51 square meters), is hereinafter collectively referred to as "**the said Land**". The said Land is more particularly described in the **Part B** of the **First Schedule** hereunder written.
- E. The manner in which the Promoter has purchased / acquired the ownership of the said Land and/or acquired the development rights, if any, with respect to the said Land, is duly set out in the said Title Certificate (as defined below).
- F. There are no pending litigations which affect the title of the Real Estate Project (defined hereinbelow).
- G. Details of mortgage(s) with respect to the Larger Land (or part thereof) are as follows:

Sr. No.	Mortgagee	Document of Mortgage / Encumbrance	Date	Registration No.
1	Catalyst Trusteeship Limited	Indenture of Mortgage	13.01.2020	Joint Sub-Registrar of Assurances, Thane – 10, and bearing Sr. No. TNN10-339-2020 dated 13.01.2020

- H. The Promoter is vested with the right to develop the Larger Land inter-alia by constructing new buildings thereon. The buildings to be constructed by the utilization of the full and maximum development potential (both present and future) of the Larger Land are hereinafter for the sake of convenience referred to as "**the New Buildings**".
- I. The Promoter is entitled to sell the premises in the New Buildings to be constructed on the Larger Land, in accordance with the terms and conditions of the sanctions and approvals obtained / being obtained in relation to the same.
- J. The Promoter is undertaking the development of the said Land for a mixed-use project and is constructing a mixed-use project thereon in the following manner:
  - (i) On a portion of the said Land admeasuring approximately 1,438.75 square meters ("**the Barcelona Land**") the Promoter is proposing to construct a mixed-use Real Estate Project ('**North Barcelona – Wing D**').

The Barcelona Land is shown and delineated with thick dark blue coloured boundary on the Plan annexed hereto and marked as **Annexure "1"** and is more particularly described in **Part C** of the **First Schedule** hereunder written.

- (ii) The Promoter proposes to construct North Barcelona – Wing D as a mixed-use building that shall comprise of part stilt and part commercial on the ground floor + part parking podium, part commercial (mezzanine) and part residential on the 1<sup>st</sup> floor + part residential and part parking podium from 2<sup>nd</sup> upto a maximum of 11<sup>th</sup> floor + part residential and part amenity floor/RG on the top level podium + residential floors above upto a maximum of 45<sup>th</sup> habitable floors, subject to the approvals by the concerned authorities and

in accordance with applicable laws (hereinafter for the sake of brevity referred to as "**the said Building**").

- (iii) At present, a total FSI of **1,097.64 square meters** has been sanctioned for the construction of the said Building comprising of part stilt and part commercial on the ground floor + part parking podium and part commercial (mezzanine) on the 1<sup>st</sup> floor + 2<sup>nd</sup> to 9<sup>th</sup> parking podiums.
- K. On the balance portion of the Larger Land, the Promoter is constructing / proposes to construct other Real Estate Projects from time to time which will inter-alia comprise of a mixed use of residential / commercial / other users, shopping complexes / malls, schools, retail shops, hotels, hospitals and such other users as may be permitted from time to time, in the manner the Promoter deems fit.
- L. The Allottee/s acknowledge/s and confirm/s that the Promoter proposes to undertake construction on the Larger Land by utilization of the full and maximum development potential of the Larger Land (including FSI available by payment of premium or price arising out of the change of law and policy, purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, incentive FSI, additional FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of reservations to the concerned authorities and/or FSI) and in accordance with the approvals and permissions obtained/ to be obtained from time to time and as disclosed in the Disclosed Layout. The proposed layout plan being Disclosed Layout ("**Disclosed Layout**") and annexed to this Agreement as **Annexure "3"**, tentatively indicates the present/future/new buildings/towers/wings that may be built on the said Land / Larger Land as separate Real Estate Projects. The Promoter reserves its rights and is and shall continue to be entitled to amend, modify and/or substitute the Disclosed Layout including any future and further development of the Larger Land and / or the said Land including the location of the reservations, if any, affecting the Larger Land and to be constructed at any place on the Larger Land, in full or in part, as may be required by the Promoter from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the Larger Land anywhere on the Larger Land, in a phase-wise manner as may be deemed fit and proper by the Promoter, including by implementing various schemes / regulations as mentioned in the Development Control Regulations or based on expectation of increased FSI / development potential which may be available in future on modification of provisions of the Development Control Regulations of Mira Bhayandar Municipal Corporation ("**DCR**") as applicable from time to time, which are applicable to the development of the Larger Land inter alia in consonance with revised DCR. Any amendments to the Disclosed Layout in accordance with the approvals and permissions and what is stated herein will result and require changes to the Disclosed Layout.
- M. The development of the said Real Estate Project known as '**North Barcelona – Wing D**' is proposed as a "real estate project" by the Promoter and is registered as a 'real estate project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") modified from time to time. The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "4"** hereto.
- N. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA

Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee/s has / have agreed and consented to the development of the Larger Development (as defined below). The Allottee/s has / have also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

- O. The Allottee/s being desirous of purchasing a residential premises / unit / shop as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the “**said Premises**”) has / have approached the Promoter and requested to allot to him/her/them the said Premises.
- P. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
  - (i) The Real Estate Project is known as ‘**North Barceclona – Wing D**’.
  - (ii) The Real Estate Project shall inter alia comprise of part stilt and part commercial on the ground floor + part parking podium, part commercial (mezzanine) and part residential on the 1<sup>st</sup> floor + part residential and part parking podium from 2<sup>nd</sup> upto a maximum of 11<sup>th</sup> floor + part residential and part amenity floor/RG on the top level podium + residential floors above upto a maximum of 45<sup>th</sup> habitable floors, on the Barcelona Land forming part of the said Land, subject to the approvals by the concerned competent authorities and in accordance with applicable laws.
  - (iii) By and under its Letter dated **03<sup>rd</sup> December, 2020**, the Mira Bhayandar Municipal Corporation (“**MBMC**”) has currently approved the amended plans and granted Commencement Certificate for the construction of the said building comprising of part stilt and part commercial on the ground floor + part parking podium and part commercial (mezzanine) on the 1<sup>st</sup> floor + 2<sup>nd</sup> to 9<sup>th</sup> parking podiums “**North Barcelona – Wing D**” on the Barcelona Land. Copy of the said Commencement Certificate dated **03<sup>rd</sup> December, 2020**, is hereto annexed and marked as **Annexure “5”**.
  - (iv) The Promoter has planned “North Barcelona – Wing D” as a High-Rise Building consisting of a maximum 45 habitable floors and is proceeding/has proceeded to apply for further approvals to the concerned competent authorities in accordance with the applicable laws as amended / modified from time to time.
  - (v) The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, that even though the Promoter has currently received approvals for the construction of a building of part stilt and part commercial on the ground floor + part parking podium and part commercial (mezzanine) on the 1<sup>st</sup> floor + 2<sup>nd</sup> to 9<sup>th</sup> parking podiums, the Promoter intends to apply for further approvals for a building of maximum 45 floors, and the Allottee/s explicitly and irrevocably agree/s and consent/s for the same. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, car parking, fire check floor, fire chute, etc), and the Allottee/s agree/s and provide/s his/her/their consent for the same subject to any of these changes not affecting the location of the “**said Premises**”.
  - (vi) The Real Estate Project shall comprise of units / premises consisting of apartments, flat/s, shops/ commercial tenement/s, retail shops (on any floor) and other units.
  - (vii) At present, a total FSI of **1,097.64** square meters has been sanctioned for

consumption in the construction and development of the Real Estate Project. The Promoter had proposed to eventually consume a further FSI of not exceeding a total of **14,000** square meters approximately, that may have been generated from time to time, in the construction and development of the Real Estate Project or to be used anywhere in the Larger Land. However due to the introduction of the UDCPR and the modifications in the development regulations and available FSI/TDR thereafter, the total FSI available on the Larger Land has been increased. The Promoter proposes to consume the further available FSI/TDR in the development of the Real Estate Project or anywhere in the Larger Land.

- (viii) The common areas, facilities and amenities located in the Real Estate Project that are for the use of the Allottee/s are listed in the **Third Schedule** hereunder written.
- (ix) Appurtenant to the Real Estate Project, the Promoter is proposing to construct certain common areas and facilities / amenities to be used by the Allottee/s of the said Real Estate Project. The said common areas and facilities / amenities are listed in part A of the **Fourth Schedule** hereunder written and delineated in thick **blue** colour boundary and washed in yellow colour on the drawing annexed hereto and marked as **Annexure “9”**.
- (x) In addition, the Promoter is also proposing to construct certain common areas and facilities / amenities to be used solely by those Allottee/s of the Larger Development as may be permitted by the Promoter, in writing, from time to time. The said common areas and facilities / amenities are listed in part B of the **Fourth Schedule** hereunder written and delineated in thick green colour boundary and washed in **grey** colour on the drawing annexed hereto and marked as **Annexure “9”**.
- (xi) The common areas, facilities and amenities located in the Larger Development that are for the use of the Allottee/s of the Real Estate Project in common with the Allottee/s of the Larger Development are listed in the part C of the **Fourth Schedule** hereunder written.
- (xii) The Larger Development Amenities shall be constructed in a phase-wise manner and shall be completed at or around obtainment of the occupation certificate of the last real estate project in the Larger Development. Further, the Promoter reserves the right to substitute, upgrade, modify, relocate or enhance any or all the Real Estate Project Amenities or the Larger Development Amenities.
- (xiii) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Real Estate Project. The Promoter shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and all revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society.
- (xiv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules. In the event of amalgamation of the said

Land or the Larger Land with adjoining Land parcels, the Larger Development Amenities and facilities comprised in the **Fourth Schedule**, including access roads, shall be used by the flat/unit purchasers of the buildings to be constructed on such adjoining plots also.

- (xv) The details of the formation of the Society (defined below) and the conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses 13 and 16 below.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- Q. The principal and material aspects of the development of the Larger Land ("**Larger Development**") as disclosed by the Promoter are briefly stated below:

- (i) The area of the Larger Land upon which the Larger Development is being developed is approximately 11,179.86 square meters. The Larger Land shall inter-alia comprise of multiple real estate projects including buildings for residential / commercial / other users, shopping complexes / malls, schools, retail shops, hotels, hospitals and such other users as may be permitted from time to time.
- (ii) The Promoter had proposed to eventually consume a total FSI of approximately 54,000.00 square meters and / or maximum development potential of the Larger Land as is permissible from time to time ("Total FSI") for the construction of the new buildings on the Larger Land. In the event of amalgamation of any of the adjoining plots, amendments in DCR / FSI, by which the Total FSI shall increase, then the term Total FSI shall be deemed to be inclusive of such increased FSI.
- (iii) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Larger Land. The Promoter shall be entitled to place, select, decide the sites and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Larger Land from time to time and all revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society.
- (iv) The Promoter shall be entitled to confer / cause to confer title of particular building / tower to such Other Societies, as mentioned at Clauses 13 and 16 below.
- (v) The details of the formation of the Apex Body and the conferment of title upon the Apex Body with respect to the Larger Land and all the common areas, facilities and amenities, basements, podiums, and other spaces and areas on the Larger Land are setout in Clause 13 and 16 below.
- (vi) The statutory approvals may mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as a buildable public amenity. The Promoter shall have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and

conditions of the statutory approvals. Only the portion of the Larger Land left over after handing over the stipulated percentage, if any, to the MBMC or other statutory authority and/or developing the same as a public amenity, as applicable, would be available for transferring to the Apex Body.

- (vii) The Larger development would constitute a number of Real Estate Projects from time to time, and a mixture of users, as may be permissible under applicable law from time to time.
  - (viii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules. In the event of amalgamation of the said Land or the Larger Land with the adjoining Land parcels, the Larger Development Amenities and facilities comprised in the **Fourth Schedule** including access roads shall be used by the flat/unit purchasers of the buildings constructed on the adjoining plots also.
  - (ix) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required under applicable law from time to time.
- R. The Promoter has entered into standard agreement/s with a Licensed Surveyor registered with the MBMC.
- S. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Licensed Surveyor and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- T. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed on the said Barcelona Land and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.
- U. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyors, Messrs Rajesh Khandeparkar (URBDES), and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:
- (i) All the title deeds, documents, etc., referred to in this Agreement.
  - (ii) All the title deeds and documents in relation to the Larger Land.
  - (iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Barcelona Land including the layout plan, building plan, floor plan and the commencement certificate; and
  - (iv) Copy of the Title certificate dated 04<sup>th</sup> December, 2020, issued by advocate Cecil Sam Philip, certifying the right/entitlement of the Promoter is annexed and marked as **Annexure "2"**.
  - (v) Copies of all deeds and documents as referred to in the said Title Certificate.
  - (vi) The authenticated copies of the 7/12 Extracts of each of the lands forming part of the Larger Land are annexed hereto as **Annexure "6" (collectively)**.

- (vii) The present Sanctioned Layout Plan of the Real Estate Project is annexed hereto and marked as **Annexure “7”**. The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure “8”**.
- V. The carpet area (as defined under RERA) of the said Premises is as setout in the **Second Schedule** hereunder written.
- W. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- X. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.
- Y. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.
- Z. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- AA. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to undertake the said construction on the said Barcelona Land/Larger Land, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein; (ii) the nature and development on the Larger Land as proposed by the Promoter and disclosed in the said Disclosed Layout; and (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction. The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.
- BB. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises for a lumpsum consideration as further set out in the **Second Schedule (“Sale Consideration”)** hereunder written and upon the terms and conditions mentioned in this Agreement.
- CC. The Allottee/s agree/s and confirm/s that the Sale Consideration referred above to be paid by the Allottee/s to the Promoter is after taking into account all the benefits available and / or derived on account of GST and/or transition to GST. In case if the benefits available and/or derived under the GST Laws, are reduced due to change in the Law / Rules / Regulations and / or on account of change in the

interpretation by the Tax Authorities, then the Allottee/s agree and confirm that, the Promoter shall accordingly increase the Sale Consideration to compensate for the amount of such reduced benefits.

- DD. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- EE. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises on the Terms and Conditions hereinafter appearing.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter proposes to construct the Real Estate Project being the said Building known as 'North Barcelona – Wing D', comprising of part stilt and part commercial on the ground floor + part parking podium, part commercial (mezzanine) and part residential on the 1<sup>st</sup> floor + part residential and part parking podium from 2<sup>nd</sup> upto a maximum of 11<sup>th</sup> floor + part residential and part amenity floor/RG on the top level podium + residential floors above upto a maximum of 45<sup>th</sup> habitable floors, subject to the approvals by the concerned authorities and in accordance with applicable laws (hereinafter for the sake of brevity referred to as "**the said Building**"), on the Barcelona Land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MBMC and/or the other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **Third Schedule** hereunder written

**PROVIDED THAT** the Promoter shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities and/or by the Chief Fire Officer with respect to regulations for High Rise Buildings or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this Clause shall mean a change in the location of the said Premises within the Real Estate Project. Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, by obtaining 2/3<sup>rd</sup> consent of concerned adversely affected Allottee/s in the Real Estate Project as the case may be. It is clarified that the consent of those Allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required. It is further clarified that only if the premises allotted to the Allottee/s under this Agreement is relocated anywhere else in the Real Estate Project and/or the Larger Developement, the Allottee/s shall be deemed to be adversely affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements, without any consent from the Allottee/s.

**3. DISCLOSURES AND TITLE:**

- (i) The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of their right, title and interest in the Real Estate Project and the proposed development on the Larger Land and the said Premises and the Allottee/s has/have taken full, free and complete disclosure of the right, title and interest of the Promoter to the said Development, the said Premises and the Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:
- (a) Nature of the right, title and interest of the Promoter to undertake construction on the said Barcelona Land / Larger Land and the development of the Real Estate Project and the encumbrances thereon;
  - (b) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;
  - (c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Fifth Schedule** hereunder written;
  - (d) FSI utilized and/or to be utilized in the Real Estate Project / the Larger Land as setout herein;
  - (e) The nature of the organization to be constituted of the Allottee of the Premises in the Real Estate Project and the Allottees of the other Real Estate Projects in the Larger Land;
  - (f) The Approvals to be obtained, in relation to the Real Estate Project / development on the Larger Land;
  - (g) Nature of responsibilities of the Promoter and Allottee/s under this Agreement;
  - (h) Nature of inter-se roles, responsibilities and obligations of the Promoter shall be as per the terms of the Agreements executed between them;
  - (i) The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings.
  - (j) The nature of the right, title and interest of the Allottee/s in the said Premises hereby agreed to be created.
- (ii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.
- (iii) The Promoter would be entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclosed herein.
- (iv) The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the development of the

Larger Land and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirm/s that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Real Estate Project, the development of the Larger Land and the said Premises and doth hereby agree/s and undertake/s not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

- (v) It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, facility charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.
- (vi) The Allottee/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoter shall have option to allot any other Premises of the same area, in lieu of the said Premises hereby agreed to be sold, provided that the Sale Consideration shall be adjusted at the same rate as agreed herein.

#### 4. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee/s hereby agree/s to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises, as more particularly described in the **Second Schedule** hereunder written and as shown hatched with black colour on the floor plan annexed and marked **Annexure “8”** hereto, at and for the Sale Consideration as set out in the **Second Schedule** hereunder written.
- (ii) The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Consideration as advance payment as more particularly described in the **Sixth Schedule** hereunder written and hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **Sixth Schedule** hereunder written.
- (iii) The Promoter shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed out in the **Sixth Schedule** hereunder written (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract.
- (iv) The Promoter hereby agrees to allot to the Allottee/s open/covered parking spaces as more particularly described in the **Second Schedule** (“**the said Car Parking Space**”).
- (v) The final location of the said Car Parking Space to be authorized /

permitted by the Promoter to the Allottee/s will be at the sole discretion of the Promoter, on or around the completion date. It is agreed and clarified that the allocation of the said Car Parking Space may be undertaken even post handing over of the possession of the said Premises.

- (vi) The payment by the Allottee/s in accordance with the **Sixth Schedule** is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the **Sixth Schedule** hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (vii) The Sale Consideration excludes all taxes applicable to this transaction currently or in the future (consisting of tax paid or payable by way of any and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Projects and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under this Agreement). It is clarified that all other taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name / nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against the Promoter or by the Promoter against any authority/ies or third party on account of such liability arising out of non-payment and/or any other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes and this Agreement of the aforesaid amounts / taxes by the Allottee/s.
- (viii) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, registration charges and expenses incidental thereto as also the Other Charges set out in **Seventh Schedule** hereunder written ("**Other Charges**"). The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. Changes, if any, in the Other Charges as setout above shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. It is further clarified that the heads of Other Charges mentioned in the **Seventh Schedule** are only indicative and not exhaustive and the Allottee/s agree/s to pay to the Promoter, such other charges/amounts or such increase in the other charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises.
- (ix) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges

payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- (x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MBMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal after refitting of such finishes shall be solely borne and paid by the Allottee/s alone. The total Sale Consideration payable on the basis of the re-measured carpet area of the said Premises, shall be recalculated by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then the Promoter shall refund the proportionate excess money paid by the Allottee/s within 45 (forty-five) days from the date of handing over of possession of the said Premises with an annual interest at the rate specified in the RERA Rules, from the date of such joint measurement. Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottee/s fails to take possession in accordance with the Possession Notice, as detailed out in clause 8 below. If there is any increase in the carpet area allotted to Allottee/s; the Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s on or prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter / Allottee/s; as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in the **Sixth Schedule** hereunder written. Failure to make payments by the Allottee/s shall amount to be “default” and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. After the possession of the said Premises is handed over to the Allottee/s, he/she shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.
- (xi) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (xii) The Promoter has agreed to provide for the exclusive use of the Allottee/s with the said Premises, the said Car Parking Space in the form of Mechanical / Puzzle / Tower / Robotic / MLCP / Stack / standalone or whatsoever parking system the Promoter might construct at their sole discretion. The Allottee/s agree/s and acknowledge/s that:
- (a) The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and/or the Society of the Allottee/s in the Real Estate Project and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter or the Society of Allottee/s in the Real Estate Project. Further, the

Allottee/s agree/s not to dispute about the location of the said Car Parking Space and/or the suitability thereof at any time in future.

- (b) The Promoter shall identify and allocate the said Car Parking Space on or before handing over possession of the said Premises. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space shall be final and binding on the Allottee/s and the Allottee/s hereby give/s his/ her/their/its irrevocable consent for the same and undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Space allotted to him/her/them/it. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society from time to time.
- (c) Any mechanical / electronic Car Parking System that is purchased by the Promoter from third party Vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors, MBMC and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Promoter to maintain the said Car Parking Space shall be limited to the extent of the warranty period or until offering in writing to the hand over of the Management of the Real Estate Project to the Society of allottees therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Space for any reason whatsoever.
- (xiii) The Allottee/s confirms that in the instance of the Promoter requiring a NOC from the Allottee/s with respect to any variations or modifications to the said Real Estate Project, due to requirements of any Government authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this agreement, they shall provide the same immediately upon request, as long as there is no change in the location/size of the Said Premises within the Real Estate Project.
- (xiv) In addition to the carpet area of the said Premises, there are certain constructed areas free of FSI including cupboard(s), ornamental projections, service areas and enclosed balcony(s) as more particularly described in the **Second Schedule** hereunder written, and shown on the plan annexed hereto and marked as **Annexure “8”** (hereinafter referred to as “**the Additional Areas**”). The Additional Areas shall be exclusive to the said Premises.
- (xv) The Promoter has duly disclosed to the Allottee/s and the Allottee/s confirms and agrees that a) the Promoter may, at its sole discretion and for the purpose of aesthetics and/or compliance in accordance with any new applicable law/regulations, as the case maybe, after obtaining necessary approvals in this regard, duly make necessary / corresponding

changes in part or whole of the layout plans, building plans and / or unit plans of the Real Estate Project, b) In any event, if a change in regulation permits / enforces/ changes/amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, mezzanine floors, car parking, fire check floor, fire chute) and/or the conversion of Additional Areas into the carpet area of the said Premises, the Promoter may undertake the same and the Allottee/s doth hereby gives his/her/their explicit and irrevocable consent for the same and also to accordingly increase the Sale Consideration on a pro rata basis.

- (xvi) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, meter room, other service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project.
- (xvii) The common areas, facilities and amenities located in the Real Estate Project that are for the use of the Allottee/s are listed in the **Third Schedule** hereunder written. The common areas, facilities and amenities appurtenant to the Real Estate Project that are for the use of the Allottee/s are listed in part A of the **Fourth Schedule** hereunder written. The common areas, facilities and amenities appurtenant to the Real Estate Project that are solely for the use of the Allottee/s of the Larger Development, as may be permitted by the Promoter in writing, from time to time, are listed in part B of the **Fourth Schedule** hereunder written. The common areas, facilities and amenities located in the Larger Development that are for the use of the Allottee/s of the Real Estate Project, in common with the Allottee/s of the Larger Development, are listed in part C of the **Fourth Schedule** hereunder written, which shall be completed at or around occupation certificate of the last real estate project in the Larger Development. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written.
- (xviii) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas, amenities and facilities and that the Additional Areas and the common areas, amenities and facilities shall be allowed to be used free of cost, without any price or consideration.
- (xix) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MBMC or other competent authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MBMC or other competent authority, the Occupation Certificate in respect of the said Premises.
- (xx) Time is of the essence for the Promoter as well as the Allottee/s; Subject to the Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Promoter shall abide by the time schedule for completing the said Premises and handing

over of the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule**.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

- (xxi) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.
  - (xxii) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.
  - (xxiii) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.
  - (xxiv) The Allottee/s agree/s and confirm/s that in the event of delay / default in making payment of Goods and Services Tax ("GST"), TDS or any taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.
  - (xxv) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.
5. **FSI, TDR and development potentiality with respect to the Real Estate Project:**
- (i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter

proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

**6. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land / Larger Development:**

- (i) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the Larger Development on the Larger Land (by utilization of the full development potential) and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above constituting the Disclosed Layout and Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
- (ii) The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the Larger Land whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, additional FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the reservations to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in the said DCR or based on expectation of increased FSI which may be available in future on modification of the said DCR which are applicable to the development of the Larger Development or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the Larger Land and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Barcelona Land and neither the Allottee/s nor the Society shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

**7. Completion Date, Delays and Termination:**

- (i) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MBMC for the said Premises by the date as more particularly mentioned in the **Second Schedule** hereunder written ("Completion Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors ("Force Majeure Events"):
  - (a) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earthquake, Act of God, epidemic, pandemic or any calamity by nature affecting the regular development of the Real Estate Project;
  - (b) Non-availability of cement, labour, steel, sand or other construction material, strike of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
  - (c) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court, which adversely affects the development work;

- (d) Any stay order /injunction order issued by any Court of Law, Tribunal, Competent Authority, SRA, MCGM, Statutory Authority, High Power Committee etc.;
  - (e) Any suit, application, writ or complaint, filed by any third party against the Promoter;
  - (f) The promulgation 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 the 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;
  - (g) If any matter or issue relating to such approvals, permissions, notices, notifications by the Competent Authority become subject matter of any suit/ writ before a competent court or;
  - (h) If any Competent Authority refuses, delays (including administrative delays), withholds OC /CC or denies the grant of necessary approvals for the said Premises/Real Estate Project or;
  - (i) Any other circumstances that may be deemed reasonable by the Authority;
  - (j) Any delay in granting approvals from the Ministry of Environment and Forest and Maharashtra Pollution Control Board (MPCB);
  - (k) Any event or circumstances analogues to the foregoing or beyond the reasonable control of the Promoter;
  - (l) Any event of whatsoever nature due to which the Promoter is restricted involuntarily from undertaking the development of the Real Estate Project.
- (ii) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7(i)), then the Allottee/s shall be entitled to either of the following:
- (a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Completion Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or
  - (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). It is clarified that except for the failure of the Promoter to hand over the possession of the said Premises on or about the Possession date or further date as maybe mutually agreed between the Promoter and the Allottee/s (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s, subject to settlement/adjustment of the bank loan, if any, availed by the Allottee/s from any bank/ financial institution (FI) against the mortgage / security of the said Premises

and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("Interest Rate") to be computed from the date the Promoter received Allottee/s Termination Notice. Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoter till the date of receipt of Allottee/s Termination Notice) and interest within 30 days from the date of receipt of the Allottee/s Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement.

- (c) It is agreed that if the Allottee/s does/do not settle the bank loan and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Premises and assign the said Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion and thereafter the Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said deductions (as defined below) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in clause 7(viii) below, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lein/mortgage and registration of the Deed of cancellation. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Car Parking Space, if any, and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.
- (iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 7(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 7(ii)(b) above.
- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate as more particularly mentioned at Clause 7(iv) above, and any other rights and remedies available to the Promoter, (a) if Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or fails to appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, as per Clause 37 and/or (b) the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited

to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("Event of Default").

- (vi) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.
- (vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter's Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter's Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.
- (viii) On the issuance of the Promoter's Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Space, if any, with effect from the date of expiry of the Promoter's Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following ("the said Deductions") which the Allottee/s hereby agree/s, confirm/s and acknowledge/s, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty (a) an amount equivalent to 20% (Twenty percent) of the Sale Consideration ("Forfeiture Amount"), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter's Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Promoter (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has/have opted for any special scheme of the Promoter the total amount of EMI's borne and paid by the Promoter on behalf of the Allottee/s (i) in case the Allottee/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. The Allottee/s agrees to execute a deed of cancellation if so required by the Promoter for recording the termination of this Agreement in the form and manner as may be required by the Promoter.
- (ix) Upon receiving the Promoter's Termination Notice, or if the Allottee/s

wishes to terminate this Agreement for Sale for any reasons other than those mentioned in clause 7(ii) above, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space, if any, in the manner it deems fit and proper. The Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said deductions (as defined above) including the Forfeiture Amount and also after deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 7(viii), refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the Deed of cancellation.

- (x) In case if the Promoter receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Allottee/s without any interest thereon.
- (xi) The Promoter and the Allottee/s have agreed on the said Deductions taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waives his/her/their/its right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions including the Forfeiture Amount as agreed herein and acknowledges that the amount of Forfeiture Amount is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Premises to the Allottee/s.

## 8. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate from the MBMC or other competent authority and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the intimation of possession letter, the Promoter shall offer possession of the said Premises to the Allottee/s in writing (“**Possession Notice**”). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be, prior to taking possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 3 (three) months after receipt of Occupation certificate in respect of the Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the intimation of possession.
- (ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.
- (iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs 50,000/- (Rupees Fifty Thousand Only) as an **Interest Free Building Protection Deposit** to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest one month after the successful completion of joint inspection of the Premise's Fit Out in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that

the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and / or the Larger Development and shall be without prejudice to other rights and remedies which the Promoter is entitled to.

- (iv) Upon receiving the Possession Notice from the Promoter as per Clause 8(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 8(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.
  - (v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including *inter alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MBMC or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.
9. If within a period of 5 (five) years from (i) the date of taking physical possession of the said premises in accordance with Clause 8 above, or; (ii) within a duration of 3 months of receiving the Occupancy Certificate of the Real Estate Project; whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost or at the option of the Promoter, the Allottee/s may receive from the Promoter reasonable compensation provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Larger Development and/or the Larger Land.
10. Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any

addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Promoter, the defect liability automatically shall become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

- (i) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Premises/ Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.
  - (ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;
  - (iii) That, further where the manufacturer's warranty on any product/amenity provided in the said Premises/ Real Estate Project and/or the said Car Parking Space, if any, ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ Real Estate Project/Larger Development, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society of the premises purchasers shall ensure that annual maintenance contracts are done/renewed from time to time;
  - (iv) That, the Real Estate Project and the Larger Development as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
  - (v) That, the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
11. The Allottee/s shall use the said Premises or any part thereof and/or the said Car Parking Space, if any, or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s shall and confirm/s to abide by the rules and guidelines laid down by the Society/Apex Body to be formed with respect to the said premises, part thereof, car parking spaces and common areas with respect to its maintenance, upkeep and costs incurred thereon.
12. **Facility Manager**
- (i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the Larger Land and/or the New Buildings, and such decision shall be final and binding until the Apex Body Transfer in respect of the

Larger Land is executed in favour of the Apex Body. Thereafter, subject to the provisions of Clause 12(iii) below, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of the Larger Land / the New Buildings or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and / or the Apex Body, as the case may be, commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Larger Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

- (ii) The Promoter shall have the right to designate any space on the Larger Land and/or the New Building and/or the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Buildings and/or the said Building. The Promoter shall also be entitled to designate any space on the Larger Land or the said Land and/or in the terrace/basement/podium of the New Buildings and/or the said Building to such utility provider, either on leave and licence or leasehold basis for the purpose of installing power substations with a view to service the electricity requirement in the New Buildings and/or the said Building.
- (iii) Notwithstanding any other provision of this Agreement,
  - (a) the Promoter has till the handing over of the affairs of the New Building/s and/or the said Building to the Society and / or the Apex Body thereof, right to supervise and manage the operation and maintenance of the New Buildings and/or the said Building, common amenities and facilities on the Larger Land and/or the said Land and/or the Barcelona Land after/during the development of the Larger Land and shall in this regard be entitled to nominate any one or more persons or agency for undertaking necessary activities in this regard ("**Facility Manager**"). The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ allottees / occupiers of the premises in the New Buildings and/or the said Building in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.
  - (b) The Promoter shall for the works undertaken in relation to paragraph 12(iii)(a)above, charge a fee amounting to 8% on the cost and expenses incurred towards management, operation and maintenance of the New Buildings and/or the said Building, common amenities and facilities on the Larger Land and/or the said Land as

management fee ("Management Fees") until such time the Society has been formed and the Promoter has handed over the management of the operation and maintenance of the Real Estate Project to the Society.

- (c) The Allottee/s hereby agrees to pay the Management Fees to the Promoter in the manner as set out in Clause 17 hereinunder and the same shall be due and payable by the Allottee/s from the date of the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier. The amounts set out in point (iii) of the **Seventh Schedule** include the Management Fees. The Promoter shall be entitled to appropriate itself the Management Fees and the applicable taxes thereon including GST thereon directly therefrom without any further notice or intimation to the Allottee/s every month. The Allottee/s shall solely be liable to proportionate GST on the Management Fees.
- (iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said Land and/or the said Building and/or the Larger Land and/or the New Buildings constructed thereon.

### 13. Formation of the Society and Other Societies:

- (i) Upon 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s alongwith the other allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("the Society").
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter. The Real Estate Project is known as as '**North Barceclona – Wing D**'.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.

- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
- (vii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The Promoter shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society and the Society and/or the Allottee/s shall have no objection against the same.
- (ix) Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium, any amount/compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Larger Development, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs. 500/- (Rupees Five Hundred only) per month in respect of each unsold premises towards the outgoings.
- (x) Upon 51% (fifty one percent) of the allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (xi) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same in any manner whatsoever.

#### 14. **Transfer to the Society and Other Societies:**

- (i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate or as prescribed by the Local Laws/Regulations/Competent Authority, the Real Estate Project with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be transferred to the Society vide a registered indenture ("**Society Transfer**"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the

Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project or portions thereof.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer and the respective transfers to Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable towards the same.

**15. Formation of the Apex Body:**

- (i) Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Larger Development, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

**16. Title of the Larger Land to the Apex Body:**

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture whereby the Promoter shall transfer / cause to transfer all their right, title and interest in the Larger Land alongwith the right, title and interest of the other owners / developers in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already transferred to the Society / Other Societies, in favour of the Apex Body ("**Apex Body Transfer**").
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer.
- (iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the Apex

Body Transfer document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

- (iv) The common areas, facilities and amenities appurtenant to the Real Estate Project for the use of the Allottee/s of the Real Estate Project and for the use of those Allottee/s of the Larger Development as may be permitted by the Promoter from time to time and more particularly detailed out in part A & part B of the **Fourth Schedule**, shall be transferred to the Apex Body. However, the common areas, facilities and amenities provided on the top podium level shall be solely for the use of the Allottee/s of the Real Estate Project and Allottee/s from the Larger Development shall not be allowed to use the same.
17. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the **Seventh Schedule** hereunder with the Promoter. The amounts mentioned in the **Seventh Schedule** shall not be accountable by the Promoter except the amounts collected under point 1 & point 3 which shall be accounted only to the Society of the premises purchasers and not to the Allottee/s individually. The Other Charges are tentative and are liable to be revised by the Promoter on or before handing over possession of the said Premises. Changes, if any, in the amounts shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Seventh Schedule** to the bank account of the Promoter, as detailed in the **Second Schedule** hereunder written or as may be prescribed by the Promoter at the time of payment. For the purposes of this clause, the expression "**Promoter**" includes its nominee also.
18. The amounts as mentioned in the **Seventh Schedule** are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s undertakes not to contest the same. The said amounts do not include Property taxes. Property taxes will be billed separately as and when raised by the MBMC and the Allottee/s shall make payment towards the same immediately to the Promoter. If, under some unforeseen circumstances, the Promoter is unable to make the requisite applications for MGL connection within 1 (one) year from the date of the Allottee/s making payment to the Promoter towards the same, the Promoter shall credit to the Allottee's maintenance account the amount collected without any interest. It is further clarified that the heads of amounts mentioned are only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges/amounts or such increase in the above mentioned other charges/amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has understood and accepted that the payment of the above amounts shall be a precondition for handing over possession of the said Premises.
19. In addition, the Allottee/s shall also pay to the Promoter an amount towards meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer, the Apex Body Transfer and other deeds, documents and writings, as more particularly detailed out in the **Seventh Schedule** mentioned herein.
20. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone

cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / wings / buildings which are to be developed and constructed on any portion of the Larger Land.

## 21. **Representations and Warranties of the Promoter:**

- (i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:
  - (a) The Promoter is the owner of the said Land as more particularly set out in the said Title Certificate Annexed hereto at **Annexure “2”**.
  - (b) The Promoter is the owner of the Third Land including the FSI/TDR/SETBACK/Road widening FSI generated out of the Third Land as more particularly set out in the said Title Certificate Annexed hereto as **Annexure “2”**.
  - (c) The Promoter has a clear and marketable title and has the requisite rights to carry out the development on the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;
  - (d) The Promoter has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
  - (e) There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s;
  - (f) There are no litigations pending before any Court of Law with respect to the Real Estate Project / said Land, except those disclosed to the Allottee/s, if any;
  - (g) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;

- (h) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (i) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- (j) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (k) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
- (l) There are certain common areas, facilities and amenities appurtenant to the Real Estate Project for the use of the Allottee/s of the Real Estate Project and for the use of those Allottee/s of the Larger Development as may be permitted by the Promoter from time to time, which are more particularly detailed out in part A and part B of the Fourth Schedule. At the time of Society transfer, these amenities will not be transferred to the Society thus formed and shall be transferred to the Apex Body, and the Allottee/s hereby agree/s, accept/s and gives their consent to the same.
- (m) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Transfer, and thereupon the same shall be proportionately borne by the Society; and
- (n) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land / the Larger Land) has been received or served upon the Promoter in respect of the said Land / the Larger Land and/or the Real Estate Project / Larger Development, except those disclosed to the Allottee/s.
22. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:
- (i) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date of the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.

- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land (if applicable) and/or the Real Estate Project in which the said Premises is situated and/or the New Buildings or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.
- (vii) Not to raise any objection to the utilization of the total FSI of the Larger Development by the Promoter in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s confirm that he/she shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily caused.
- (viii) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or

any other service connection to the Real Estate Project in which the said Premises is situated.

- (ix) Bear and pay in a timely manner all amounts, dues, taxes, cesses, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.
- (x) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottee/s for any purposes other than for purpose for which it is sold.
- (xi) Bear and pay the proportionate charges, fees, costs and expenses for the Real Estate Project Amenities / Larger Development Amenities.
- (xii) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.
- (xiii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises and/or the Car Parking Space, if any, or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.
- (xiv) Without prejudice to Clause 22(xiii) above, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:
  - (a) The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (hereinafter referred to as "**Offer Price**"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms of this Agreement and in particular, the terms embodied into this clause.
  - (b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 20 (twenty) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase/acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter or the completion of 20 days, whichever is later, the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.

Incase of the Promoter's failure to issue the acceptance letter within the said period of 20 (twenty) days, the Allottee/s shall be free to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises to the proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter and upon compliance of following conditions of the Promoter.

- i. the Promoter consenting to the said transfer by issuing a no objection certificate to the Allottee/s;
- ii. the Allottee/s making a full and final payment of the Sale Consideration and all other amounts, including taxes and other charges, payable by the Allottee/s to the Promoter under this Agreement;
- iii. the Allottee/s making a payment of a sum not less than 2% (two per cent) of the average market value for the said Premises, determined by the Promoter, based on the last 3 registered sales by the Promoter ("Transfer Fees");

- (c) In the event the proposed sale of the said Premises to the proposed transferee is not completed in the form of registration of the Agreement within 60 (sixty) days from the receipt of the NOC or if the Agreement Value differs from the Offer Price, then the NOC shall deemed to have expired / become invalid, the right of the Allottee/s to sell/transfer the said Premises shall lapse and the rights of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause No. 22(xiv) above shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises or to initiate a new transfer.
  - (d) It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.
  - (e) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 22(xiv)(a) to 22(xiv)(d) above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.
  - (f) It is further clarified that the provisions as contained in Clauses 22(xiv)(a) to 22(xiv)(d) above shall be applicable till the Society Conveyance.
- (xv) The Allottee/s shall observe and perform all the rules and regulations which the Society and the Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the respective Society / the Apex Body with respect to the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space, if any, within this Real Estate Project or otherwise, wherever allocated by the Promoter at its sole discretion, and

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

- (xvi) The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xvii) Till the execution of the Apex Body Transfer in favour of the Apex Body, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xviii) The said Building is currently known as '**North Barcelona – Wing D**' and the Promoter shall be entitled to formally re-name the said Building at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.
- (xix) The Promoter shall be entitled to formally name the Larger Development at a later date, if required, and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.
- (xx) The Promoter shall be entitled to formally name / re-name the other buildings in the Larger Development at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Other Societies and / or the Apex Body, as the case may be.
- (xxi) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **Fifth Schedule** hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.
- (xxii) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.
- (xxiii) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s

not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

- (xxiv) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xxv) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.
- (xxvi) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the **Fifth Schedule** hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the the elevation.
- (xxvii) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project and/or the Larger Land.
- (xxviii) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.
- (xxix) Not to enclose the passages, if any, forming part of the said Premises

without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the MBMC and other concerned authorities.

- (xxx) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said Building in any manner whatsoever. Not to change the façade or outer look of the Premises/ Real Estate Project.
- (xxxi) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the said Larger Land and/or the Real Estate Project and/or the New Buildings or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (xxxii) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Larger Development and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (xxxiii) Not to violate and to abide by all the rules and regulations framed by the Promoter / its designated Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Larger Development and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "**Fit-Out Guidelines**").
- (xxxiv) The Allottee/s represent/s to the Promoter that the Allottee/s shall at no point bring/keep/retain within the Larger Development/Real Estate Project/said Land/said Premises, any animal(s)/bird(s) other than pet Dog(s) and/or pet Cat(s) and/or pet Bird(s) (restricted to those breeds that are allowed lawfully), for any reasons whatsoever. The Allottee/s desirous of keeping pet dog(s) and/or cat(s) and/or bird(s) shall additionally ensure that the pet(s) are always kept restrained and shall not pose any threat/inconvenience to any of the other Allottees within the Larger Development/Real Estate Project/said Land/said Premises.
- (xxxv) The Allottee/s agree/s not to do, omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.
- (xxxvi) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same

unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxxvii) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the Larger Development.

(xxxviii) \_\_\_\_\_ Shall not display at any place in the Real Estate Project and/or the Larger Development any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the Larger Development or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Larger Development.

(xxxix) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(xli) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / allotted by the Promoter.

(xlii) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xliii) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.

- (xlvi) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.
  - (xlv) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work of the balance other New Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.
  - (xlv) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.
  - (xlv) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society or to the Apex Body, as the case may be, until the entire development on the Larger Land / the said Land is fully completed.
23. The Allottee/s has/have been explained by the Promoter, and the Allottee/s understand/s, agree/s and accept/s that the Allottee/s shall not be permitted to visit the Real Estate Project prior to obtainment of the Occupation Certificate in respect thereof.
24. The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agree/s, accept/s and confirm/s that car parking, if any, allotted alongwith this agreement shall be permitted strictly within the designated car parking spaces, and no car parking shall be allowed in any other spaces that are not designated for parking. Incase the Allottee/s does not opt for Car Parking under this agreement, then the Developer is under no obligation thereafter to provide a car parking to the Allottee/s in the future.
25. In order to regulate vehicular movement and discipline, the Promoter has abundantly informed, disclosed and clarified to the Allottee/s that car stickers shall be provided to the Allottee/s based on the number of car parking spaces allotted to them under this Agreement and it will be mandatory for the car stickers to be displayed on the vehicle at all given times.
26. The Promoter may provide, at its sole discretion, car parking in the open spaces, subject to approval from the statutory authorities, in the form of stack car parking / conventional car parking and/or any other form as they may deem fit, for allocation to the Allottee/s and the allottee/s hereby agree/s, accept/s and confirm/s the same.
27. Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoter shall have right to call upon the Allottee to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised

in accordance with law including termination of this Agreement.

28. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities or any of them.
29. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the New Buildings and/or the said Land and/or the Larger Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.
30. The Allottee/s hereby nominate/s the persons as set out in the **Second Schedule** ("the **said Nominee**") as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Promoter shall, at its discretion, be entitled to insist on a Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter, as may be necessary and required by the Promoter.
31. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("said No Objection Letter"), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive the full Sale Consideration and other charges and to develop the balance of the Larger Land and such mortgage in favour of such Bank shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank on the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of

the Sale Consideration as set out in the Sixth Schedule hereunder and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.

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

- (i) he/she/it/they is / are not prohibited from acquiring the said Premises and/or the said Car Parking Space, if any, under any applicable law or otherwise;
  - (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;
  - (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
  - (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
  - (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
  - (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
  - (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;
  - (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
  - (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Larger Development and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and
  - (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.
33. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s

understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

34. The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.
35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises and/or the said Car Parking Space, if any, or the Real Estate Project or the Larger Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society Transfer and the Apex Body Transfer, as the case may be.

36. **Mortgage or Creation of Charge:**

- (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
- (ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoter is entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the Larger Land or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favour of "**JP Infra Residency Pvt Ltd North Barcelona Wing D Rera Master Collection Escrow Account**" with **HDFC Bank**.
- (iii) After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already

subsisting mortgage / charge created over the said Premises in favour of L&T Housing Finance Limited.

- (iv) L&T Housing Finance Limited is the Lender of the Project and the properties of the Real Estate Project have been charged / mortgaged in favour of the Lender / Security Trustee acting on behalf of the Lender. Any Sale Consideration in respect of the units in the Real Estate Project shall be deposited by the Allottee/s of the units directly in the Escrow Account.

**37. Binding Effect:**

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Installments as detailed out in the **Sixth Schedule** mentioned hereunder, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter.

**38. Entire Agreement:**

- (i) This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:
- (a) Any and all understandings, any other agreements, Application form, Brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Space, if any.
- (b) All Brochures/Leaflets/Pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

**39. Right to Amend:**

- (i) This Agreement may only be amended through the written consent of the Parties.

**40. Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

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

**41. Severability:**

- (i) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.
42. **Method of Calculation of Proportionate Share:**
- (i) Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.
43. **Further Assurances:**
- (i) All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
44. **Place of Execution:**
- (i) The execution of this Agreement shall be complete only upon its execution by the Promoter, through their authorized signatories, at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.
45. **Notices:**
- (i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.
46. **Joint Allottee/s:**
- (i) In case there are Joint Allotees, 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/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allotees.
47. **Stamp Duty and Registration:**

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

48. **Dispute Resolution:**

- (i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.
- (ii) The Allottee/s hereby confirm/s that he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

49. **Governing Law:**

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

50. **Permanent Account Number:**

- (i) The Permanent Account Number of the Parties are as set out in the **Second Schedule** hereunder written.

51. **Interpretation:**

- (i) In this Agreement where the context admits:
  - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
  - (b) any reference to the singular shall include the plural and vice-versa;
  - (c) any references to the masculine, the feminine and the neuter shall include each other;

- (d) any references to a “company” shall include a body corporate;
- (e) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Thane, or any place where any act under this Agreement is to be performed;
- (f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
- (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (h) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) references to a person (or to a word importing a person) shall be construed so as to include:
- i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);
  - ii. that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
  - iii. references to a person’s representatives shall be to its

officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

- (m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**Part A**  
**(Description of the Larger Land)**

All those pieces and parcels of land admeasuring approximately 11,179.86 square meters in aggregate bearing the following Survey Numbers / Hissa Numbers, lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation:

- (i) Survey No. 30 Hissa No. 7 (part) (admeasuring approximately 696.00 square meters),
- (ii) Survey No. 30 Hissa No. 8 (part) (admeasuring approximately 6,698.00 square meters),
- (iii) Survey No. 20 Hissa No. 1 (part) (admeasuring approximately 1,078.44 square meters),
- (iv) Survey No. 20 Hissa No. 2 (part) (admeasuring approximately 300.91 square meters),
- (v) Survey No. 31 Hissa No. 4 (part) (admeasuring approximately 2,406.51 square meters);

and bounded as follows:

- On the North by : Survey/Hissa Nos. 30/5, 30/6, 31
- On the South by : Survey/Hissa Nos. 27/2, 27/3, 27/4, 21/1, 20/5, 20/3, 20/4
- On the East by : Survey/Hissa Nos. 16/7
- On the West by : Survey/Hissa Nos. 29/4

**Part B**  
**(Description of the said Land)**

All those pieces and parcels of land admeasuring approximately 3,785.86 square meters in aggregate bearing the following Survey Numbers / Hissa Numbers, lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation:

- (i) Survey No. 20 Hissa No. 1 (part) (admeasuring approximately 1,078.44 square meters),
- (ii) Survey No. 20 Hissa No. 2 (part) (admeasuring approximately 300.91 square meters),
- (iii) Survey No. 31 Hissa No. 4 (part) (admeasuring approximately 2,406.51 square

meters),

and bounded as follows:

On the North by : [●]  
On the South by : [●]  
On the East by : [●]  
On the West by : [●]

**Part C**  
**(Description of the Barcelona Land)**

All those pieces and parcels of land admeasuring approximately 1,438.75 square meters in aggregate, being a portion of the said Land, lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**  
**(Meaning of the Terms and Expressions)**

<b>Serial No.</b>	<b>Terms and Expressions</b>	<b>Meaning</b>
1.	The said Premises	Flat/Unit/Shop No. [●] admeasuring approximately [●] <b>square metres</b> equivalent to approximately [●] <b>square feet</b> carpet area as per RERA on the [●] <b>floor</b> of the <b>Wing</b> [●] of the Real Estate Project i.e. <b>North Barcelona – Wing D.</b>
2.	Car Parking Space	[●] no. of open/covered car parking space
3.	The Additional Areas	approximately [●] square metres equivalent to approximately [●] square feet
4.	The Sale Consideration	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
5.	Name of the Account for the Payment of the Sale Consideration	Name of Account: <b>JP Infra Residency Pvt Ltd North Barcelona Wing D Rera Master Collection Escrow Account</b> Account No.: <b>57500000616425</b> Bank Name: HDFC Bank Branch: JVPD Juhu Vile Parle West
6.	Completion Date	31 <sup>st</sup> December 2025
7.	The said Nominee	Name: « <b>Name_1</b> » Relationship with Allottee/s: « <b>Name_1</b> » Address of the said Nominee: « <b>Name_1</b> »
8.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	
9.	Name, Address and E-mail of the Promoter for the Purposes of this Agreement	<b>JP INFRA RESIDENCY PRIVATE LIMITED</b> sales@jpinfra.com 4th Floor, 401 – 402, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400093.
10.	Permanent Account Number	Promoter's PAN: AAECJ6832E Allottee/s' PAN:
11.	Architects/Licensed Surveyor	Rajesh Khandeparkar, Licensed Surveyor; Urbdes, 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar E, Mumbai - 400014.
12.	RCC Consultants	J+W Structural Consultants LLP, Sai Radhe,

		Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune – 411001.
--	--	--

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Description of Common Areas, Facilities and Amenities in the Real Estate Project)**

1. External Paint: External grade paint.
2. Water Tank: R.C.C. Underground water Tank & Overhead water tank with Domestic Tank, Flushing Tank, Fire Tank shall be provided.
3. Rain Water Harvesting: Optimum Use of Rain Water. Rain Water Harvesting system provided as per regulatory authority guidelines.
4. Entrance Lobby: Entrance lobby Area on ground level.
5. Typical level Lift Lobby: Lift lobby/Corridor at typical level
6. Elevator: Thyssen Krupp/Kone/Schindler or equivalent
7. Meter Rooms: as per requirement of regulatory authority.
8. Car Parking
9. Fitness Center

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**PART A**

**(Description of Common Areas, Facilities and Amenities appurtenant to the Real Estate Project for Allottee/s of the Real Estate Project)**

- a) UGT
- b) RG on top Podium Level

**PART B**

**(Description of Common Areas, Facilities and Amenities appurtenant to the Real Estate Project for Allottee/s of the Larger Development)**

- a) Car Parking

**PART C**

**(Description of the Common Areas, Facilities and Amenities in the Larger Land i.e. Larger Development)**

**1. Clubhouse:**

- a) Multipurpose Hall
- b) Party Lawn
- c) Gymnasium
- d) Mini Theatre
- e) Swimming Pool

**2. Street Plaza:**

- a) Play Area
- b) Amphitheatre
- c) Senior Plaza

d) Yoga Deck

**3. Stilt Amenities:**

- a) Entrance Lobby
- b) Society Room
- c) Meter Room

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the amenities, fittings and fixtures in the said Premises)**

- 1. Flooring: PGVT / Soluble Salt / Twin charge Vitrified Tile (600 x 600mm tiles) in living room, bedroom, passage & in kitchen
- 2. Door: Door frame, door shutter with laminate finish.
- 3. Windows: Powder coated/Anodized aluminum sliding windows.
- 4. Kitchen Platform: Granite kitchen platform with stainless steel sink, ceramic wall tiles 2' above platform.
- 5. Toilet/Bathroom: Concealed plumbing pipes with Jaguar or equivalent C.P. fittings, Simpolo/Cera or equivalent sanitary ware. Adequate plumbing points with Geyser point.
- 6. Wiring: Concealed wiring with good quality switches. Provision of telephone point in living Room.
- 7. Internal Paint: Acrylic Emulsion in all rooms.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the Promoter)**

<b>Sr. No.</b>	<b>Milestone</b>	<b>Amount</b>
1.	Part consideration paid as advance payment before the execution of this Agreement	[•]
2.	After execution of this Agreement and simultaneously upon registration	[•]
3.	Upon commencement of Construction of the said Building or Wing of the said Premises	[•]
4.	Upon completion of Piling of the said Building or Wing of the said Premises	[•]
5.	Upon completion of Plinth of the said Building or Wing of the said Premises	[•]
6.	Upon completion of the 1 <sup>st</sup> Floor Slab of the said Building or Wing of the said Premises	[•]
7.	Upon completion of the 11 <sup>th</sup> Floor Slab of the said Building or Wing of the said Premises	[•]
8.	Upon completion of the Top Floor Slab of the said Building or Wing of the said Premises	[•]
9.	Upon completion of Internal Walls of the said Premises	[•]
10.	Upon completion of Lift wells of the said Building in which the said premises is located	[•]
11.	Upon completion of Terrace Works (excluding water proofing) of the said Building in which the said premises is located	[•]
12.	Upon completion of Internal Finishing Coats of the said apartment & Terrace waterproofing of the said building in which the said premises is located	[•]
13.	Upon completion of Lifts Installation for the said Building in which the said premises is located	[•]
14.	Upon completion of Flooring, Door, Windows & Lift Lobbies of the said Premises	[•]
15.	Upon completion of Water Pumps, Electrical Fittings, Electro-Mechanical & Environment Requirement, Entrance Lobbies, Plinth Protection and Paving of Areas of the said Building	[•]
16.	The Balance amount at the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Building	[•]

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(Other Charges - being the amounts to be paid by the Allottee/s in accordance with this Agreement)**

Sr. No	Particulars	Amount
1	Charges towards share money, application entrance fee of the Society and Apex Body;	[•]
2	Charges towards formation and registration of the Society and Apex Body;	[•]
3	Charges towards estimated advance 24 (twenty-four) months contribution towards outgoings of Society and Apex Body, Management Fees excluding municipal taxes and levies;	[•]
4	Charges towards utility charges;	[•]
5	Charges towards Land Under Construction;	[•]
6	Charges towards making available ground water and sustainable reuse thereof and all the expenses in relation to the same including approvals, charges, premises etc.;	[•]
7	Charges towards making available MGL connection;	[•]
8	Charges towards meeting all legal costs, charges and expenses;	[•]

**SIGNED, SEALED AND DELIVERED** by the )  
 within named Promoter, i.e., **JP INFRA** )  
**RESIDENCY PRIVATE LIMITED**, through )  
 its Authorised Signatory Mr./Mrs. )  
 \_\_\_\_\_ in the presence of ... )

Please affix  
 photograph  
 and sign  
 across the  
 photograph

1.

2.

**SIGNED AND DELIVERED** by the within )  
 named **ALLOTTEE/S** )  
 )  
 «Name1» )  
 )  
 «Name\_2» )  
 through its Authorised Signatory/Partner )  
 Mr./Mrs. \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )  
 )

Please affix  
 photograph  
 and sign  
 across the  
 photograph

1.

2.

RECEIVED of and from the within named )  
 Allottee/s, the sum of Rs. «Receipt\_amt»/- )  
 (Rupees «Receipt\_amt\_words» only) )  
 towards Installments mentioned at Serial No. )  
 1 and 2 of the **Sixth Schedule** hereinabove )  
 written paid by him/her/it/them to the ) Rs. «Receipt\_amt»/-  
 Promoter, as mentioned below. )

Sr. No.	Cheque No.	Date	Bank Name / UTR No.	Branch	Amount in Rs.
<b>TOTAL</b>					

**We Say Received  
For the Promoter**

1. [•]

2. [•]

**Authorised Signatory/ies**

Witness:

### List of Annexures

- Annexure “1”** : Plan of the Larger Land
- Annexure “2”** : Copy of the said Title Certificate
- Annexure “3”** : Disclosed Layout
- Annexure “4”** : Copy of the RERA Certificate
- Annexure “5”** : Copy of the Commencement Certificate
- Annexure “6”** : Authenticated Copies of the 7/12 Extracts
- Annexure “7”** : Copy of the Sanctioned Layout Plan
- Annexure “8”** : Copy of the Sanctioned Floor Plan of the said Premises
- Annexure “9”** : Amenities drawing

, 2021

**BY AND BETWEEN**

**JP INFRA RESIDENCY PRIVATE LIMITED  
... THE PROMOTER**

AND

**Mr./Mrs./Miss/Master/M/s. [•]**

## ... THE PURCHASER

**AGREEMENT FOR SALE**  
**H BARCELONA – WING D)**