

(PROJECT – “ROMELL ESPALIER”)

Agreement u/s. 13(2) of ‘The Real Estate (Regulation and Development) Act, 2016 r/w Rule 10 r/w ‘Annexure A’ of the said Rules, 2017’

Maha RERA Registration of **Project Romell Espalier, Wings ‘A’ to ‘E’** bearing No. P _____ dated _____, 2024.

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made at Mumbai this _____ day of _____, in the year TWO THOUSAND TWENTY-_____ (202____):

BETWEEN

ROMELL REAL ESTATE PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Gharkul C.H.S. (prop), Flat No. 101, Wing ‘B’, Azad Road, Vile Parle (East) Mumbai – 400 057 and corporate office at ‘Prius Infinity’, 4th floor, Subhash Road, Vile Parle (East), Mumbai – 400 057, through its Director & Authorized Signatory, Mr. Jude Romell or Mr. Dominic Romell, hereinafter called “**the Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor or successors and permitted assigns) of the **ONE PART**;

AND

Mr./Mrs. _____

Adult/s Indian Inhabitant/s, residing/ having address at

hereinafter called "**the Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of individual/s his/her/their heirs, executors, administrators and permitted assigns, in the case of a partnership firm the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner and in the case of a Company its successors and permitted assigns) of the **OTHER PART**:

WHEREAS:

DESCRIPTION OF PROJECT LAND & TITLE:

A. The Promoter herein is the owner of and sufficiently seized, possessed and entitled to several plots of land together with structures standing thereon situate, lying and being at Village Vile Parle, Taluka Andheri, Mumbai Suburban District and otherwise situated at the junction of Misquitta Cross Lane and Gujarati Mandal Road, Vile Parle (East), Mumbai - 400 057 in the K-East Ward of Mumbai Municipal Corporation and within the limits of the Municipal Corporation of Greater Mumbai bearing:

- (i) Final Plot Nos. 435 to 440, 453, 458 of Town Planning Scheme No. V of Vile Parle East together with Plots bearing CTS Nos. 1491, 1492, 1493, 1493/1, 1493/2 and 1495, 1495/1 to 1495/5 admeasuring in aggregate 3087.23 sq. mtrs. or thereabouts along with structures standing thereon partly occupied by slum dwellers, partly by tenants and partly by the erstwhile owners (which have been since demolished) more particularly described **Firstly in the First Schedule** hereunder written, hereinafter referred to as "**the First Property**";
- (ii) Plots bearing CTS Nos. 1479, 1479/1, Final Plot No. 171 of Town Planning Scheme No. II of Vile Parle East, Plots bearing CTS No. 1484, 1485/1 and Final Plot No. 442 of Town Planning Scheme No. V of Vile Parle East having CTS Nos. 1474, 1474/1 & 2, 1475, 1475/1 to 4 admeasuring in aggregate 1,218.10 sq. mtrs. or thereabouts along with structures standing thereon partly occupied by slum dwellers, partly by tenants and partly by the erstwhile owners (which have been since demolished) more

particularly described **Secondly in the First Schedule** hereunder written, hereinafter referred to as “**the Second Property**”;

(iii) Plots bearing CTS Nos. 1480, 1480/1 corresponding to Final Plot No. 172 of Town Planning Scheme No. II of Vile Parle East admeasuring 479.10 sq. mtrs. or thereabouts along with building known as “**Chetan Kunj**” standing thereon consisting of ground plus three upper floors fully occupied by tenants (which has also been since demolished) more particularly described **Thirdly in the First Schedule** hereunder written, hereinafter referred to as “**the Third Property**”; and;

The First, Second & Third Property admeasuring in aggregate 4784.43 sq. mtrs. is hereinafter collectively referred to as “**the said Larger Property**” and is shown in **red coloured boundary lines** in the Layout plan annexed hereto as **Annexure - “I”**;

B. By virtue of several deeds and documents duly executed by the erstwhile owners of the aforesaid First, Second and Third Property known as the said Larger Property in favour of the Promoter herein, particulars of which have been separately recorded in the annexure annexed hereto as **Annexure - “II”**, the Promoter has become the owner of and sufficiently, seized, possessed and entitled to the said Larger Property more particulars described as Firstly to Thirdly in the First Schedule hereunder written;

C. The First and Second Property consisted of structures standing thereon partly occupied by slum dwellers partly by tenants and partly by its erstwhile owners, now demolished. The Third Property consisted of ground plus three upper floor structure known as “Chetan Kunj” standing thereon which structure has been demolished. Chetan Kunj comprised of tenements which were let out on monthly rent/ tenancy basis by the erstwhile owners/ predecessors-in-title of the Promoter thereof. Upon conveying the Third Property in favour of the Promoter, the erstwhile owners had also attorned tenancies therein in favour of the Promoter herein;

D. The said Larger Property is falling in the Residential Zone (R-Zone) of the Development Plan for Greater Mumbai, 2034 (“**the DCPR, 2024**”) and is accessible from existing 9.15-metre-wide D. P. Road and from 13.40 metres wide Gujarati Mandal Road. The Larger Property is partly affected by the said 9.15 meters D. P. Road passing through Vile Parle East Gaothan as per alignment of SRDP, 1991 D. P. Road and the Survey Remarks issued by the Assistant Engineer (Survey) WS-I, MCGM on 4th June, 2018 thereby

segregating and naturally sub-dividing the First Property herein into 2 (two) parts/ sub-Plots;

- E. The First Property and part of Second Property were encroached by slum dwellers and occupants and due to lack of public amenities and the area being dangerous to health, the Deputy Collector (ENC) and Competent Authority, Vile Parle, Andheri declared the First Property and part of the Second Property as “Slum” under provisions of Section 4 (i) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, vide Notification bearing No. DCA/ENC/WS-II/SR-443/99 published in the Maharashtra State Government Gazette dated 24th June, 1999;
- F. The slum dwellers of the First Property formed a Co-operative Housing Society to be known as “**Miskita Cross Lane Co-operative Housing Society (prop)**,” with the intention to implement a Slum Redevelopment Scheme on the First Property. That in the year 2000, the Promoter submitted a Slum Rehabilitation Scheme for redevelopment of the First Property under Regulation 33 (10) of Development Control Regulations for Greater Mumbai, 1991 (“DCR, 1991”), hereinafter referred to as “**the said S. R. Scheme**” and obtained **Letter of Intent (LOI)** dated 16th May, 2000 bearing no. SRA/ENG/434/KE/PL/LOI from the Slum Rehabilitation Authority (SRA), hereinafter referred to as “**the SRA**” or “**the Planning Authority**” for implementation of proposed slum scheme for the said Slum Society on the said First Property. Thereafter, the Promoter had obtained **Intimation of Approval** dated 9th May, 2003 bearing no. SRA/ENG/577/KE/PL/AP, hereinafter referred to as “**the IOA for Rehab Building**”, further amended from time to time, issued for construction of the rehab building on the portion of the said First Property falling on the western-side of the 9.15 metre wide proposed D.P. Road;
- G. As per the aforesaid LOI, IOA for Rehab Building and the plans, designs and specifications approved and sanctioned by SRA, the Promoter proposed to construct an independent Slum Rehab Building comprising of separate Wings for the rehabilitation of the eligible slum dwellers and occupants as per the Annexure – II under the said Slum Scheme on the portion of the said First Property i.e., on the naturally sub-divided portion of land falling on the western-side of the 9.15 metre wide proposed D.P. Road, hereinafter referred to as “**the said Rehab Component Plot**”. The Promoter proposed to construct the Sale Building on the balance portion forming part of the said First Property being the naturally subdivided portion falling on the eastern-side of the 9.15 metre wide proposed D.P. Road passing through the said First Property, hereinafter referred to as “**the said Free Sale Component**

Plot”, being the Plot whereof the Promoter is entitled to construct free sale building and sell and/or dispose of the flats therein;

H. The Promoter thereafter vacated the occupants/slum dwellers from the said Rehab Component Plot of the said First Property, obtained the Commencement Certificate (CC) on 17th May, 2003 as further amended/ endorsed from time to time and constructed and completed the construction of the Rehabilitation Building on the said Rehab Component Plot consisting of 3 Wings viz., **Wings ‘A’, ‘B’ and ‘C’** each comprising of ground plus 7 upper floors, hereinafter referred to as “**the Rehab Building No. 1**”. The Occupation Certificate (OC) for Wing ‘A’ was obtained on 2nd August, 2003, for Wing ‘C’ on 26th August, 2005 and full Completion Certificate (CC) for the construction of super structure of Wing ‘B’ which is completed on 15.06.2023. The Promoter has rehoused/rehabilitated all the eligible occupants of the First Property in-situ therein. The eligible occupants of the Rehab Wings have formed themselves into **Gharkul SRA CHS** (formerly known as said Miskita Cross Lane Co-operative Housing Society (prop)) as described above, hereinafter referred to as “**the said Slum Society**”;

Layout Approval of the said First Property:

I. Thereafter, the Promoter submitted a layout to the SRA Authority in respect of the **Layout** of the First Property which layout was approved by Executive Engineer – III (SRA) vide Layout/ Sub-division/ Amalgamation Approval Order No. SRA/ENG/189/ KE/PL/LAY dated 18th November, 2008, hereinafter referred to as “**the said original Layout of 2008**”. The said Layout of the First Property *interalia* comprised of 3 Sub-Plots “A” to “C”. **Sub- Plot ‘A’** is segregated from **Sub-Plot ‘B’** by the 9.15 metre wide Proposed D.P. Road which Proposed D.P. Road is sub-divided as **Sub-Plot ‘C’** and is as follows:

- a. The **Sub-Plot ‘A’** of the said original Layout of 2008 whereupon the construction of **Rehab Building No. 1** of the Slum Society comprising of 3 Rehab Wings ‘A’ to ‘C’ has been completed is hereinafter referred to as “**the Rehab Component Plot**”;
- b. The **Sub-Plot ‘B’** of the said original Layout of 2008 upon which the Free Sale Building was proposed to be constructed is hereinafter referred to as “**the Free Sale Component Plot**” or “**the Sale Building Plot**” or “**the Sale Building No. 1**”; and;
- c. The **Sub-Plot ‘C’** of the said original Layout of 2008 falling under the 9.15 metre wide D. P. Road, is hereinafter referred to as “**the D. P.**

Road Plot”;

J. Subsequently, the Promoter submitted building plans for construction of Sale Building on said Sub-Plot “B”, the Free Sale Component Plot being the subdivided portion of the First Property in the said S.R. Scheme to the Planning Authority which plans got approved and duly sanctioned by the SRA Authority vide Intimation of Approval No. SRA/ENG/2069/KE/PL/AP (IOA for Sale Building) dated 7th May, 2010, hereinafter referred to as “**the said IOA for Sale Building**” and/or “**the said original sanctioned plans of 2010**”. The Promoter has obtained the Commencement Certificate (CC) on 8th September, 2011 for construction of the Sale Building on said Free Sale Component Plot;

Amalgamation of Non-Slum Plots (said Second & Third Property) with the on-going S. R. Scheme:

K. After having completed the construction of the said Rehab Building No.1, however, before advertising or selling any premises/flats in the said Free Sale Component Plot or the Sale Building No. 1 Plot, the Promoter decided to amend the sanctioned plans and accordingly submitted a proposal for conversion of the on-going S.R. Scheme implemented on the said First Property by converting part under Reg. 33(10) of DCR, 1991 to that under Reg. 33(10) of DCPR, 2034 in view of provisions under Reg. 9(6) (b) of DCPR, 2034 and further submitted a proposal to allow amalgamation of Non-Slum Plot, that is Plots described as the said Second Property and Third Property with the existing S.R. Scheme and submitted plans for redevelopment thereof under Regulation 30 of DCPR, 2034 and Regulation 33(7)(A) of DCPR, 2034 respectively and accordingly obtained approval for the amended plans and the Promoter thereupon submitted amended building plans and obtained Revised LOI bearing No. SRA/ENG/434/KE/PL/LOI dated 29th November, 2021 under DCPR, 2034, hereinafter referred to as “**the said Revised LOI of 2021**”;

L. The said Third Property comprised of the structure Chetan Kunj standing thereon. The Promoter obtained the consent for redevelopment of the Non-Slum Plot and as the Building Chetan Kunj was in an extremely dilapidated condition and the same was beyond repairs, for the said reason, BMC (Ward Executive Engineer – K-East Ward) issued Notice No. ACKE/ JE85/ 354/ 3759/ BF dated 4th March, 2021 under Section 354 of BMC Act, 1888 for immediate evacuation of the said Chetan Kunj, by due process of law. Thereafter, the tenants/occupants of Chetan Kunj vacated the Building and BMC has thereafter demolished the ground plus three upper floors of the said Chetan Kunj Building, accordingly the benefit of rehabilitating tenants under

33(7)(A) was approved by the Slum Rehabilitation Authority on the said Free Sale Component Plot;

First Amendment, to the said Original Layout of 2008:

M. The said original Layout of the First Property was approved vide Order No. SRA/ENG/189/ KE/PL/ LAY dated 18th November, 2008. Thereafter, as the Promoter decided to amend the sanctioned plans and submitted a proposal for conversion of the on-going S.R. Scheme implemented on part of the said First Property by converting part under Reg. 33(10) of DCR, 1991 to that under Reg. 33(10) of DCPR, 2034 and amalgamation of the Non-Slum Plot herein as referred hereinabove, the Amended Layout/ Sub-division/ Amalgamation of the said First, Second and Third Property was further approved by the Executive Engineer – IV, (SRA) under Order No. SRA/ENG/189/ KE/PL/ LAY on 30th December, 2021, hereinafter referred to as "**the said First Amended Layout of 2021**". Consequently, the said First, Second and Third Property stands sub-divided into **4 Sub-Plots, that is, Sub-Plot 'A', 'B', 'C' and 'D'** as follows:-

- a. The **said Sub-Plot 'A'** of said First Amended Layout of 2021 bearing CTS Nos. 1490(pt), (F.P. 453), 1491(pt), 1492(pt), 1493, 1495, 1496, (F.P. 458) admeasuring in aggregate 786.25 sq. mtrs. is the said Rehab Component Plot whereupon the Rehab Building No. 1 of the Slum Society comprising of 3 Rehab Wings has been constructed as detailed hereinabove, is shown in **blue wash** in the Plan at **Annexure - 'I'** hereto and is more particularly described "**Firstly**" in the **Second Schedule** hereunder written and is hereinafter referred to as "**the Rehab Component Plot**";
- b. The **Sub-Plot 'C'** of said First Amended Layout of 2021 i.e., the said D.P. Road Plot falling under the 9.15 metre wide D. P. Road, which is bearing CTS No. 1482(pt), 1488(pt), 1487, 1488, 1490, F.P. 463, 1491, 1492, 1498 admeasuring in aggregate 695.445 sq. mtrs., is shown in **brown wash** in the Plan at **Annexure - 'I'** hereto and is more particularly described "**Secondly**" in the **Second Schedule** hereunder written and is herein after referred to as "**the D. P. Road Plot**"; and;

PROJECT LAND:

- c. The **Sub-Plots 'B' and 'D'** of said First Amended Layout of 2021 upon which the Free Sale Building is proposed to be constructed, viz., **Sub-Plot 'B'** comprising of plots bearing CTS No. 1476, 1476/1 to 9, (F.P.

440), CTS No. 1482, 1482/1 to 10, (F.P. 439), CTS No. 1483, (F.P. 437), CTS No. 1486, 1486/1 to 7, (F.P. 438), CTS No. 1487, 1487/1 to 7, 1488, (F.P. 435), CTS No. 1485, 1489, 1489/1 to 8, (F.P. 436) admeasuring in aggregate 1605.56 sq. mtrs. and **Sub-Plot 'D'** comprising of plots bearing CTS No. 1479, 1479/1, (F.P. 171), 1474, 1474/1 & 2, 1475, 1475/1 to 4, (F.P. No. 442) and 1484, 1485/1 admeasuring in aggregate 1218.10 sq. mtrs. and CTS Nos. 1480, 1480/1, (F.P. 172) admeasuring in aggregate 479.10 sq. mtrs. and is totally admeasuring in aggregate 3,302.76 sq. mtrs. is shown in **yellow wash** in the Plan at **Annexure - 'T'** hereto and is more particularly described "**Thirdly**" in the **Second Schedule** hereunder written and is hereinafter referred to as "**the Sale Component Plot**" or as "**the said Project Land**";

N. The Promoter is liable to handover the D. P. Road Plot, i.e., Sub-Plot 'C' more particularly described "Secondly" in the Second Schedule hereunder written bearing CTS No. 1482(pt), 1488(pt), 1487, 1488, 1490, (F.P. 463), 1491, 1492, 1498 admeasuring in aggregate 695.445 sq. mtrs. falling under set-back for Road to MCGM and in lieu thereof, the Promoter is entitled to utilize the FSI/TDR benefits thereof in the development of the Free Sale Building on the Sale Component Plot;

O. In the circumstances stated above and in view of the aforesaid amalgamations of the Second and Third Property with the on-going S. R. Scheme as mentioned hereinabove, the Promoter thereupon sought amendment of the said sanctioned plans of 2010 and submitted amended building plans for construction of Sale Building on the Sale Component Plot more particularly described "Thirdly" in the Second Schedule hereunder written and obtained the said Revised LOI dated 29th November, 2021 under DCPR, 2034. Consequently, the Promoter further amended the Original sanction Plan of 2010 and obtained amended plans for construction of the said Sale Building No.1 on the Sale Component Plots on 24th January, 2022, hereinafter referred to as "**the said Amended Plan of 2022**", for construction of the "Free Sale Building No. 1" on Sub-Plots 'B & 'D', i.e., the Project Land comprising of **5 wings, Viz. Sale Wings "A" & "B", "C" "D" & "E" having configuration as follows** - Wing A and B (Sale Wings) having stilt + 12 Upper Floors, Wing C (Rehab wing for PAP) having stilts + 15 Upper Floors, Wings D and E having stilt + 13 Upper Floors, with 3 basements below Wings 'A' to 'E', **TOGETHER WITH a Mechanical Car Parking Tower** thereon with 21.45 mtrs. height with 26 nos. of Parking proposed to be constructed thereon and more particularly described in the

Third Schedule hereunder written to be known as “**Sale Building No.1**” or “**the said Project Building**”;

P. The Particulars of Deeds and Documents by which the Promoter is entitled to the right, title and interest in the said Larger Property comprising of the Rehab Component Plot, the Road Plot and the Free Sale Component Plot/Project Land are recorded separately in the Title Document Sheet annexed hereto as Annexure “II”.

PAP units in Wing C:

Q. For the purpose of approvals and in view of provisions and regulations attracted under Regulation 33(10) of the DCPR 2034, the tenement density for rehabilitation of occupants on the said Larger Property has increased thereon. Accordingly, additional tenement density is proposed in the form of PAP units in proposed Wing C. The Promoter has proposed to avail of the clubbing provisions of 33(10) sub regulation 10 under DCPR 2034 so as to transfer/shift/club/inter-change the same PAP tenements proposed in Wing ‘C’ to another Slum Redevelopment Scheme with more than one plot belonging to single or multiple owners. The Promoter proposes to do the same at his cost and obtain necessary approvals from the Planning and other Statutory Authority. On successfully clubbing the PAP units the equivalent Built-up area will be made available to the Promoter in the form of Free Sale Units. Vide the above description the Promoter has made it abundantly clear of his intention to club/shift the Rehab BUA of the said PAP units at a later stage and the Flat purchaser/allottee/s herein is sufficiently aware and agreeable that he/ she/ they has/have been made aware of the same. Once this process of clubbing is availed off, the tenements in the Wing ‘C’ which are presently shown as affordable housing tenements would be converted into free sale tenements and their areas and configuration would undergo change;

R. The FSI, TDR of any future and further and/or additional construction shall always be the entitlement and property of the Promoter who shall be at liberty to use, deal with, dispose of, sell transfer, etc., the same in the manner the Promoter chooses. The flat Allottee/s agree/s not to raise any objection and/or claim any compensation and/or damages including on the ground of inconvenience and/or nuisance which putting up the additional constructions and wings mentioned above in this agreement is carried on. The Promoter shall be entitled to consume such FSI, TDR by constructing the additional floors on the said wings on the said Project Land. The document vesting the title of the said Project Building and the said Project Land, etc.,

and transfer of rights and/or benefits of the Promoter as hereinafter mentioned shall be subject to *inter alia* to the aforesaid reservations.

S. The Promoter has entered into/ is in the process of entering and registering agreements for permanent alternate accommodation (PAAA) in favour of the tenants of Chetan Kunj. The Promoter has agreed to allot to them their respective Permanent Alternate Accommodations scattered in the said Project Building, i.e., in proposed Wings “A”, “B, Wing “D” & “E”.

Other Permissions:

T. **Aviation NOC:** The Aviation NOC is granted for Project Building dated 2nd September, 2020, Valid upto 1st September 2028 for a total permissible top elevation Above Mean Sea Lever (AMSL) is 57.13 Mtrs. and Site Elevation AMSL is 7.12 Mtrs. The NOC can be revalidated one time without assessment for further period on commencement of work. .;

U. **Fire NOC:** The revised Fire NOC stipulating fire protection and fire-fighting requirements for the proposed High – rise residential Project Building comprising of Wings ‘A’, ‘B’, ‘D’ & ‘E’ to be constructed on the said Project Land with total height of 46.60 mtrs. and Wings ‘C’, ‘to be constructed on the said Project Land with total height of 46.55 mtrs. and Mechanical Car Parking Tower with 44.56 mtrs. height has been approved by the Dy. Chief Fire Officer (CFO), MCGM, Mumbai Fire Brigade under no. FB/HR/R-III/130 dated 24th December, 2021 for and on the terms and conditions mentioned therein to be complied by the Promoter/Architect as amended from time to time in order to complete the construction of the Wings in the Project Building from the point of Fire Safety;

Adjoining Property which may be amalgamated with the said Larger Property:

V. The Promoter has informed/represented to the Allottee/s that the Promoter has negotiated and is also in the process of negotiating and/or intending to negotiate the purchase/acquisition of ownership and/or development rights in other plots of land adjoining the said Larger Property at Vile Parle (East), *Viz.*,

(i) Plot of Land bearing CTS Nos. 1479/1 at Village Vile Parle East admeasuring 124.70 sq. mtrs. or thereabouts along with a tenanted building known as ‘Castelino House’ standing thereon consisting of ground plus one upper floor occupied by tenants (which has also been since demolished)

- (ii) Plot of land together with the structure standing thereon bearing Final Plot No. 421 of Town Planning Scheme No. V and CTS No. 1477 and CTS No. 1478 admeasuring 132.30 sq. mtrs. or thereabouts as per city survey records; and
- (iii) Plot of Land together with the building standing thereon known as 'Meghdoot Co-op. Housing Society Ltd. bearing CTS No. 1472 and CTS No. 1473 admeasuring in the aggregate 212.30 sq. mtrs. or thereabouts as per city survey records and Final Plot No. 441 of Town Planning Scheme No. V of Vile Parle East. The said above plots of land being V (i) & V (iii) hereto are shown in **Pink Hash** on the Plan annexed hereto as Annexure "I", hereinafter collectively referred to as "**the Adjoining Property**".

W. The above S. R. Scheme being a redevelopment scheme would entail several corresponding modifications and thereby change in FSI, sale BUA which will be amended from time to time;

X. The Allottee/s hereby agree/s and grants irrevocable consent to allow the Promoter to propose such additional FSI/TDR beyond the scope of the present RERA and approvals with a view to accommodate/rehabilitate the slum dwellers as well as sale FSI/TDR as may be generated or enhanced on the said Property and on the Adjoining Property. In view of the consent of the Allottee/s the Promoter will thereby be allowed to propose additional Building/s/Wings on the said Adjoining Property beyond that which has been disclosed at this stage herein and as may be approved from time to time. However, the said Project Building and the further proposed additional construction on the said Project Land and or the Adjoining Property will be in accordance with the plans, designs and specifications as approved by the concerned Planning authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Flat of the Allottee/s and or the Project Building proposed to be constructed on the said Project Land, except any alteration or addition required by any Government authorities or due to change in law.

Y. The Promoter hereby reserves its right to amend the First Amended Layout of 2021, the Revised LOI of 2021/IOA/Amended Plans of 2022 /Commencement Certificate/NOCs from Relevant Authorities or Certified Consultants for the additional construction as stated hereinabove.

Layout / Complex to be known as "ROMELL ESPALIER":

Z. The Promoter represents herein that after the Promoter acquires ownership and/or development rights in the said Adjoining Property, the Promoter may amalgamate the same or any part thereof, with the said Larger Property and thereafter, the Promoter envisages construction of one or more multi storied building/s over such amalgamated lands thereon over a long period of time in a **PHASED MANNER** in the Layout/ Complex to be called as "**ROMELL ESPALIER**";

AA. Presently the Promoter is constructing a Project Building on the portion of the said Larger Property more particularly described in the Third Schedule hereunder written to be known as **ROMELL ESPALIER**. The Promoter proposes to further construct building/s in **PHASE – I, PHASE – II** and/or such further Phases as the Promoter deems fit and proper on the said Adjoining Property to be collectively known as **ROMELL ESPALIER**, consisting of such number of buildings, wings, floors as may be permitted by the concerned Planning Authority;

BB. With an intention to ensure that the Allottee/s is/are clearly informed of the probable proposed amalgamation and to ensure that the Allottee/s give/s an informed consent for such amalgamation and future development and for ensuring that the Allottee/s does not allege or claim any violation of Section 7 of the Maharashtra Ownership Flats (Regulation Of The Promotion Of Construction, Sale, Management and Transfer) Act, 1963; this aforesaid elaborate disclosure is being made by the Promoter. For more precision the Plan is annexed hereto as Annexure 'I' thereby clearly showing (i) the said Larger Property, shown in red coloured boundary lines, comprising of Rehab Building No. 1 marked in blue wash, (ii) the proposed Sale Wings/ Project Building to be known as Project Romell Espalier in 'Yellow wash and (iii) the Adjoining Property to comprise of proposed Romell Espalier – I & II, etc. marked in 'Pink Hash lines therein;

PROJECT ROMELL ESPALIER:

CC. In the circumstances stated above, the Promoter has presently obtained amended plans for construction of the Project Building more particularly described in the Third Schedule hereunder written on the said Project Land more particularly described "Thirdly" in the Second Schedule hereunder written and is hereinafter collectively referred to as "**the Project Romell Espalier**" or "**Espalier**" in the Layout/Complex to be called "**Romell Espalier**";

DD. Development of Layout Complex ROMELL ESPALIER - I:

As elaborately discussed in **Recital Clauses 'V' to 'CC'** hereinabove, the Promoter may acquire further rights and amalgamate the said Larger Property along with the said Adjoining Property or any part thereof, and thereafter develop such amalgamated plot as Romell Espalier - I, II, etc., which will consist of such Building/s to be known as "Project Romell Espalier -I, II and onwards" as may be approved by the said Planning Authority, each building shall consist of such number of floors as may be permitted and sanctioned by the Planning Authority on the said Adjoining Property or any part thereof;

EE. Formation of Separate Co-operative Housing Societies:

(a) The Promoter has further informed/represented to the Allottee/s that in the event the Promoter has completed the construction of Project Espalier on the said Project Land and has completed the same but has yet to commence the construction of Project Espalier - I and II on the said Adjoining Property, the Promoter may at its sole discretion form separate society only of flat allottees/purchasers of Espalier Building of Project Espalier and it is specifically agreed by and between the parties hereto that:

(i) Only the Superstructures of said Espalier Building of Project Espalier comprising of Wings 'A' to 'E' shown **Hashed** in the Plan annexed hereto as Annexure "C-2" as referred hereinbelow and more particularly described in the Third Schedule hereunder written will be conveyed to the society of flat allottees/ purchasers of Espalier Building of Project Espalier; and;

(ii) In so far as the Project Land of Project Espalier is concerned, the Promoter will grant a registered lease of the Project Land of Project Romell Espalier Viz. the Sub-Plots 'B', " & 'D' shown in **Yellow Wash** in the Layout Plan annexed hereto as Annexure "I" and more particularly described as Thirdly in the Third Schedule hereunder written to the society of the Flat Allottees/ Purchasers of Romell Espalier of Project Romell Espalier at the annual rent of Re. 1/- for a period of 999 years. The Promoter reserves its right to convey the land comprising of Project Espalier and Project Espalier -I & II, etc., with buildings/wings standing thereon in favour of **Federal Society** comprising of individual societies after completion of the entire

Layout/Complex called Project Romell Espalier or at any such time as decided by the Promoter, subject to provisions of the prevailing laws.

- (b) Upon the Society having being formed of the flat allottees/purchasers of Espalier Building of Project Espalier as mentioned in the immediate preceding clause above, such Society will be in charge of the maintenance of the said Project Espalier and the Project Land and in case the Promoter is successful in acquiring rights in the said Adjoining Property and decides to amalgamate the same or any part thereof, with the said Larger Property only in such eventuality the Promoter shall be in charge of the said Project Land and Adjoining Property till such time till the development of the Project Romell Espalier comprising of Project Romell Espalier and Project Espalier Phase –I and Phase II in complete in all respects;
- (c) The Promoter proposes to develop the said Larger Property together with the Adjoining Property or any part thereof, by constructing several buildings/wings from time to time in staged manner so as to utilize the maximum available FSI/TDR potential of the same under the prevailing Rules and Regulations and in accordance with and under the provisions of Development Control and Promotion Regulations (DCPR), 2034 and by amalgamating the said Project Land of Project Romell Espalier inter se and also amalgamating the same with the Adjoining Property proposed as Romell Espalier-Phase I and Phase II or any part thereof, as stated hereinabove;

ARCHITECT & STRUCTURAL ENGINEER:

- FF. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- GG. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Sale Building Viz., Espalier Project Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Project Building;

PROMOTER SOLE RIGHT TO SELL FLATS/ APARTMENTS:

HH. By virtue of being the Owner and Promoter of the said Project Land, the Promoter has a sole and exclusive right to develop the Larger Property viz., the Espalier Building “Project Romell Espalier” on the said Project Land, the Promoter is entitled to allot, sell or otherwise dispose of the flats/apartments and other premises in **Wings ‘A’, ‘B’ ‘D’ & ‘E’** of the project to prospective purchaser/s, allottee/s on what is known as “ownership basis” and to enter into agreement/s with the prospective purchaser/s, allottee/s and to receive the sale price in respect thereof;

INSPECTION OF DOCUMENTS BY PURCHASER/S/ALLOTTEE(s):

II. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Property of Project Romell Espalier, mentioned in the Annexure – II annexed hereto and the plans, designs and specifications prepared by the Promoter’s Architect **Mr. Girish Chaudhari** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016, hereinafter referred to as “**the said Act**” and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2016, hereinafter referred to as “**the said Rules**”;

ADVOCATES TITLE CERTIFICATE & PRC:

JJ. The authenticated copies of Certificate of Title issued by **Mrs. Rutuja Ambekar, Advocate** of the Promoter to the Project Land, authenticated copies of Property Card showing the nature of the title of the Promoter to the said Project Land on which the Wings/ Flats are constructed or are to be constructed have been annexed hereto and marked as **Annexure -“A” and Annexure - “B”** respectively;

PLANS:

KK. The authenticated copies of the plans of the Layout of the Larger Property as approved by SRA, comprising of the Rehab Component Plot, the D.P. Road Plot and the Sale Component Plot viz., the Sub-Plots “A” to “D” have been annexed hereto and marked as **Annexure- “C-1”**;

LL. The authenticated copies of the plans of the Layout proposed Project Land Romell Espalier comprising of the Project / Sale Building No.1 on the Sale Component Plot viz., the Sub-Plots “B” and “D”, the Project Land herein by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project Land have been annexed hereto and marked as **Annexure- “C-2”**;

MM. The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s in Wing "____" in the Project Building Romell Espalier proposed to be constructed on the Sub-Plots "B" and "D", the Project Land herein, as sanctioned and approved by the Planning authority have been annexed and marked as **Annexure- "D"**;

NN. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate ("BCC") or Occupancy Certificate ("OC") of the said Project Building;

OO. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and the said Project Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

PP. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

THE SAID APARTMENT:

QQ. Having understood the scheme of development of the said Project Land (as recorded hereinabove) and having agreed and consented to the same, the Allottee/s herein has/have applied to the Promoter for allotment to the Allottee/s of a Residential Unit situated in Project Building viz., ROMELL ESPALIER, being Residential Flat No. _____ on the _____ Floor in the ____ Wing of the Project Building viz., "**Romell Espalier**", being constructed by the Promoter on the said Project Land, hereinafter referred to as "**the said Flat or Apartment**" and as shown in _____ the Floor Plan annexed hereto and marked Annexure - "D" and more particularly described in the **Fourth Schedule** hereunder written;

CARPET AREA:

RR. The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for

exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Flat;

FIXTURES AND FITTINGS:

SS. AND WHEREAS the standard **fixtures and fittings** with regard to the flooring and sanitary fittings with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Project Building and the said Apartment as are set out in Annexure "E" annexed hereto.

CONFIRMATIONS:

TT. 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;

EARNEST MONEY:

UU. AND WHEREAS, prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being earnest money of the sale consideration of the said Flat agreed to be sold by the Promoter to the Allottee/s (*the payment and receipt whereof the Promoter doth hereby admit and acknowledge*) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

RERA REGISTRATION:

VV. The Promoter has registered the Project Espalier under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai bearing No. _____; the authenticated copy is attached in Annexure 'F';

WW. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

XX. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Flat more particularly described in the Fourth Schedule hereunder written as under:-

NOW THEREFORE, THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

Sale Building No.1 on Project Land:

1. Subject to the right of the Promoter to construct the additional floors, the areas of Wings 'A' to 'E' in the eventualities mentioned in the recitals of this Agreement, according to the plans presently sanctioned (which may undergo a change in future), the Promoter shall construct on '**the said Project Land** the '**Project Building comprising of Sub-Plots 'A' to 'D'** to be known as "**Romell Espalier**" comprising of 5 Wings having configuration as follows, Wing A and B (Sale Wings) having stilt + 12 Upper Floors , Wing C (Rehab wing for PAP) having stilts + 15 Upper Floors , Wings 'D' and 'E' having st+ 13 Upper Floors, with 3 basements below Wings 'A' to 'E', **TOGETHER WITH a Mechanical Car Parking Tower** and more particularly described in the **Third Schedule** hereunder written hereinafter referred to as "**Sale Building No.1**" or "**the said Project Building**" on the Project Land more particularly described "**Thirdly**" in the **Second Schedule** hereunder written. The Promoter intends to construct thereon further upper floors as may be sanctioned and/or permitted by SRA with the FSI and TDR present or future, if any, increased in respect of the said Project Land or the Larger Property and the Promoter will have the right to modify or reduce the common amenities like Floor, open spaces, parking spaces etc., on the said Project Land. The said Project Building to be constructed on the said Project Land will be in accordance with the plans, designs and specifications as approved by the concerned Planning authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) PURCHASE & SALE OF FLATS:

(i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat No. _____ of carpet area admeasuring _____ sq. mtrs. on the ____ Floor in '____' Wing in the said Project Building on the Project Land known as "**Romell Espalier**" as shown in "**Red Hash**" in the Floor Plan annexed hereto and marked thereto as **Annexure -"D"** and more particularly described in the **Fourth Schedule** hereunder written, (hereinafter referred to as "**the said Flat**"), shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2

and D for the consideration of Rs. _____/- (Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the Flat/premises, the nature, extent and description of the facilities/ amenities provided in the Wings and /or provided in the common areas and/or in the Project Land are more particularly listed/ mentioned/ described in the **Fifth Schedule** annexed herewith as **Annexure – “3”**.

(ii) **Car Parking:** At the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s _____ **car parking space** (small or medium) IN BASEMENT 1 / 2 / 3 of Espalier Building or in the MECHANICAL CAR PARK TOWER bearing Parking Unit No. _____ admeasuring _____ square feet having _____ feet length x _____ feet breadth x _____ feet vertical clearance. The Allottee/s of Flat/s and other premises forming part of the said Project Building/ Wings shall not be entitled to the use of any of the said car parking spaces as a matter of right in the Project Building/ Wings and the Project Espalier unless he/she/they has/have been specifically allotted the same by the Promoter. Considering the constraints of providing mechanical parking within the foot print of Project Building/ Wings ‘A’ to ‘D’, the Allottee/s is/are specifically made aware that only four Wheeler vehicles having a width of not more than _____, length of not more than _____ and height of not more than _____ can be accommodated in the said BASEMENT 1 / 2 / 3 of Espalier Building or in the Mechanical Car Park Tower. No claim of whatsoever nature from any Allottee/s or any subsequent Purchaser claiming through the Allottee/Purchaser for right to park any vehicle by any larger higher / dimensions mentioned hereinabove would be entertained and no claim for damages on account of not being able to use or parking of larger/higher dimensions either against the Promoter or against the said Society of flat purchasers would be entertained.

(a) According to the DCPR, 2034, depending upon the sizes of tenements, prescribed number of four (4) wheeler parking slots/ spaces are required to be provided. Such slots can be provided either on the side margins of the ground floor or in the mechanical towers/stacks/puzzle, etc. The Promoter will be entitled to provide the requisite prescribed number of parking slots/ spaces either in any one of the aforesaid configurations or in a combination of one or more configurations. In case where the mechanical/ mechanized parking lots is to be constructed, the Promoter would endeavor to

provide the parking slots in such a manner that any motor vehicle (either a Hatchback or a medium size Sedan Car) having a length of _____ mm and width of _____ mm and a height of only up to _____ mm can be parked. The Allottee/s is made aware that in view of there being space and planning constrains it may not be possible for the Allottee/s to provide parking slots for big sports utility vehicles, etc., having more width or height;

- (b) The Promoter has put the Allottee/s to specific notice about these limitations about the length, width and height of the vehicle, etc., and also about the limitations and difficulties in getting in and out of the vehicle while parking and only after understanding this completely, the Allottee/s has/have agreed to purchase the said Flat. It is therefore agreed that the Allottee/s will not be entitled to raise any objection regarding the length, width and height of the parking slots which would be allotted to the Allottee/s and will not be entitled to make any claim against the Promoter on that count or seek any cancellation on that ground or claim any rebate or discount on that ground.
- (c) The Mechanical Car Parking is purchased by the Promoter from a Third-Party Vendor, the Allottee/s herein is made aware about the same, further the Mechanical Car Parking system is subject to normal wear and tear and is also susceptible to malfunctioning and it may require shut down for repairs and maintenance. The Allottee/s waives all claims, liabilities of any nature whatsoever against the Promoter or their successors in case he/she/it/they experience any malfunctioning or shut down for any period for any reason whatsoever.
- (d) Further, the obligation of the Promoter to maintain such Robotic/Automated/ Mechanical Car Parking System shall be limited to the extent of the warranty period or until the offer to hand over the Management of the Real Estate Project to the Society of Allottee/s, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Flat and/or the Car Parking for any reason whatsoever;
- (e) The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking by the Promoter and/or the said Society of the flat purchasers in the said Project and shall pay such outgoings in respect of the said Car

Parking as may be levied by the Promoter or the said Society of the flat purchasers in the said Project.

(f) The Allottee/s will use the Mechanized Parking System with all the safety measures and the Allottee/s and/or the said Society alone will maintain the same always and keep the same in a good working condition so as to avoid any mishap. The Allottee/s and the said Society will also ensure that they will not stand or no children will play under the Mechanized Parking System, in the event of any mishap, loss, damages or litigation of any nature whatsoever arising out of failure of the Mechanized Parking System, the Allottee/s will not hold the Promoter liable for the same and that the Allottee/s indemnify and keep the Promoter indemnified from any untoward incident in respect of the maintenance and safety of the Mechanical/ Stack parking.

(g) All provisions in respect of the car parking spaces shall apply to all future transfer/s by the Allottee/s and their successor/s-in-title of the said Flat. The Allottee/s agree/s that all such reserved allotted car parking spaces shall not form part of the common areas of the Project Building.

Consideration:

1(b) The total aggregate consideration amount for the said Flat is thus Rs. _____/- (Rupees _____ only)

1(c) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as earnest money, advance payment or application fee _____ and hereby agree/s to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ only) and shall be deposited in the name of **“ROMELL REAL ESTATE PVT LTD RERA DESIGNATED COLLECTION ACCOUNT - ROMELL ESPALIER, A/c No. 123805009343 with ICICI Bank at Western Express Highway Branch, 1238, Andheri (East) having IFS Code ICIC0001238, i.e. (100 %) RERA A/c” AND corresponding GST and all other charges if any, through an account payee cheque/ demand draft pay order and shall be deposited in the name of “ROMELL REAL ESTATE PVT LTD RERA DESIGNATED TRANSACTION ACCOUNT – ROMELL ESPALIER” A/c No. 123805009344 with same Bank.** In addition to the above bank

account, we have opened in the same bank, RERA Designated Separate Bank Account having Account No. **123805009342**.

The Allottee/s hereby agree/s to pay to the Promoter the said balance amount in the following manner:-

i.	Amount of Rs. _____/- (20% of the total consideration)	(not exceeding 30% of the total consideration) to be paid to the Promoter within 15 days of the execution of Agreement.
ii.	Amount of Rs. _____/- (15% of the total consideration)	(not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the wing in which the said Flat is located.
iii.	Total Amount of Rs. _____/- (25% of the total consideration), Agreed to be paid as under:	(not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the Slabs including Podiums & Stilts of the wing in which the said Flat is located, as under:
a.	Rs. _____/- (3 % of the total consideration)	On Completion of 1 st slab
b.	Rs. _____/- (3 % of the total consideration)	On Completion of 3 rd slab
c.	Rs. _____/- (3 % of the total consideration)	On Completion of 5 th Slab
d.	Rs. _____/- (3 % of the total consideration)	On Completion of 7 th Slab
e.	Rs. _____/- (3 % of the total consideration)	On Completion of 9 th Slab
f.	Rs. _____/- (3 % of the total consideration)	On Completion of 11 th Slab
g.	Rs. _____/- (3 % of the total consideration)	On Completion of 13 th Slab
h.	Rs. _____/- (2 % of the total consideration)	(Wing A & B -On Completion of 12 th Slab) (Wing D & E -On Completion of 13 th Slab)
i.	Rs. _____/- (2 % of the total consideration)	On Completion of Terrace Slab
iv.	Rs. _____/- (5 % of the total consideration)	(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the Walls, Internal Plaster, floorings, Door Frames, and windows of the said Flat .
v.	Rs. _____/- (5 % of the total consideration)	(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary Fittings, staircases, lifts,

		upto the floor level of the said Flat .
vi.	Rs. _____/- (5 % of the total consideration)	(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the Wing in which the said Flat is located.
vii.	Rs. _____/- (10 % of the total consideration)	(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of water pumps, electrical fittings, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the wing/s in which the said Flat is located.
viii.	Rs. _____/- (5 % of the total consideration)	(Balance against and at the time of handing over of the possession of the Flat to the Allottee/s on or after receipt of occupancy certificate of completion certificate of the Wing in which the said Flat is located.
Rs. _____		TOTAL Consideration of the said Flat

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST (Goods & Service tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat.

(i) The Allottee/s shall in addition to the said Total Price also pay GST (Goods & Service Tax) as per the prevailing law and Rules framed by the Concerned Authorities in respect of the said Flat and/or on this Agreement. In the event if, any additional amount becomes payable over and above the said total consideration by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, service tax or any other duty/penalty is levied and/or imposed by the Government under any other Statute then the Allottee/s alone shall be responsible to pay the same to the Competent Authority or reimburse such amounts to the Promoter, as the case may be.

(ii) The Allottee/s shall make all payments of the above installment and other dues, within the period of 10 (ten) days from the date of issue of Demand Letter by the Promoter. The Allottee/s shall

make all payments of the purchase price due and payable to the Promoter through an account payee cheque/ demand draft pay order and shall be deposited in the Banks as mentioned hereinabove. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/ pay all such amounts towards purchase price and/or GST due and payable to the Promoter through an account payee-cheque / demand draft drawn in favour of the Promoter as stated hereinabove. Any payments made in favour of any other account other than mentioned herein shall not be treated as payment towards the said Flat.

- (iii) It is hereby expressly agreed that the time for payment of each of the instalments of the said total consideration and all the amounts including the amount for GST, etc., as mentioned herein shall be an essence of the contract. The Allottee/s shall pay the instalments on the respective due date without fail and without any delay or default or demur. The Promoter will forward to the Allottee/s an intimation of having carried out the work against which the instalment is due by courier/registered A.D./e-mail to the address given by the Allottee/s under this Agreement and the Allottee/s shall be bound to pay the amount as per the instalments within 10(ten) days of the receipt of such intimation. The Promoter shall also mail the same intimation at the mail address provided by the Allottee/s. The Allottee/s do/doth hereby agree/s and undertake/s to give intimation to the Promoter about change in his/her/their address, if any. For the purpose of this clause, the Allottee/s shall be deemed to have received the intimation within the period in which same would be delivered in normal course.
- (iv) The Allottee/s is/are required to deduct TDS as per the provisions of Section 194-1A of the Income Tax Act, 1961 at the applicable rate from each of the instalments payable by him/her/them under these presents. The Allottee/s doth/do hereby irrevocably agree/s and undertake/s to deposit the TDS deducted by him/her/them with the Income-tax Department within the time period stipulated under law and furnish to the Promoter, TDS Certificate in Form 16B along with the copy of Challan in Form 26QB within the time period stipulated under law.

(v) The Allottee/s agree/s and confirm/s that until the Allottee/s comply/complies with the aforesaid obligations of the payment of GST & TDS, then in spite of receipt of the said total consideration, the Promoter shall be entitled to withhold the possession of the said Flat.

1(e) The Total Price 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 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.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments, **on a case-to-case basis, as they deem fit and proper**. The provision for allowing rebate and such quantum of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter. **Similarly, the Promoter may allow, in its sole discretion, a rebate or increase in the total consideration for amenities, fixtures and fittings to be provided by the Promoter in the said Flat as per the choice and preference of the Allottee/s and as per the alternative opted by the Allottee/s for basic/standard/superior finishing of the Flat.** The quantum of such rebate or increase in the total consideration shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter and/or agreed and accepted by both the Parties. The total consideration as stated in this Agreement is on the basis of the aforesaid rebate and/or increase in the total consideration as per the option selected by the Allottee/s with regards to the amenities, fixtures and fittings to be provided by the Promoter in the said Flat.

1(g) The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Allottee/s after the construction of all the Wings in the said Project Land are complete and the Occupancy Certificate is granted by SRA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The said total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the

Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s over and above the variation cap, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet RERA carpet area as agreed in **Clause 1(a)** of this Agreement.

- 1(h) The Allottee/s authorizes the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/ demand/ direct the Promoter to adjust its payment in any manner.

Promoter to comply:

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Planning/ local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee/s, obtain from the concerned Planning/local authority, occupancy certificate/part occupation/ completion certificate in respect of the said Flat.

Time Essence:

- 2.2 Time is an essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Project “Romell Espalier” and handing over possession of the said Flat to the Allottee/s and the common areas to the association of flat allottees/ purchasers after receiving the occupancy certificate/ completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them as provided herein and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in **clause 1(c)** hereinabove (“Payment Plan”).

FSI Declaration:

- 3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is **11826.28 square meters** only and Promoter has planned to utilize Floor Space Index of **17800 square meters** by availing of TDR and FSI available on payment of premiums and

FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **17800 square meters** as proposed to be utilized by them on the Project Land in the said Project and Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 3.2 Promoter got the sanctioned plans duly approved from SRA for the Residential Building consisting of **13 upper floors**, but the Promoter intend to construct thereon further upper floors as may be sanctioned and/or permitted by SRA /Planning Authority with the FSI and TDR present or future, if any, increased in respect of the said Project Land or the Larger Property and the Promoter will have the right to modify or reduce the common amenities like Floor, open spaces, parking spaces etc., on the said Project Land.
- 3.3 The Allottee/s has/have agreed to purchase the said Flat on the basis that the Promoter has the unfettered rights to utilize the above FSI/TDR and develop the said Project Land as herein mentioned hereinabove and the Allottee/s shall at no point of time object for the same.

Default/ delay by Promoter or Allottee/s:

- 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the said Flat to the Allottee/s, the Promoter agree to pay to the Allottee/s, who do not intend to withdraw from the said Project; interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule [**prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon (“the Interest Rate”)**] on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- 4.2 Without prejudice to the right of the Promoter to charge interest in terms of the sub clause 4.1 hereinabove, on the Allottee/s committing default in making payment on the due date of any amount due and payable by the

Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing 3 (three) defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give 15 (fifteen) days written notice to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and also mail the same at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement. In the event if the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the notice period then at the end/ expiry of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or an amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Promoter.

- 4.3 It is specifically agreed by and between the parties hereto that upon expiry of the 15 days' written notice to the Allottee/s and the Allottee/s failing to rectify the breaches then in such situation, this Agreement shall ipso-facto without any further notice to the Allottee/s shall stand terminated and the Promoter shall be entitled to deal with the said Flat in the manner they deem fit and proper.
- 4.4 It is further specifically agreed by and between the parties hereto that the Promoter has the right to forfeit an amount equivalent to 20% of the Purchase Consideration as and by way of pre-estimated liquidated damages agreed to be paid by the Allottee/s to the Promoter. The 20% pre-estimated liquidated damages agreed to be paid is on account of the monies spent by the Promoter towards sale, advertisement, re-sale, re-advertisement, employees charges, follow-up charges, legal charges towards drafting of this Agreement, the Deed of Cancellation, Registration Agents Charges and Registration out of pocket expenditures. It is further agreed by and between the parties hereto that over and above the pre-estimated liquidated damages, the Promoter will also have the right to forfeit (a)non-adjustable / non-recoverable GST paid to the government, (b) brokerage, if any, paid by the Promoter to channel partner/agent, (c) all other unpaid taxes and

outgoings in respect of the said Flat up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by him/her/them, (e) amount of stamp duty and registration charges and expenses incidental thereto payable 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 amount/ interest reimbursed by Promoter to the Allottee/s; (h) in case the Allottee/s has/have availed any loan against mortgage of the said Flat, 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, as and by way of further liquidated damages before refunding the balance monies, if any, to the Allottee/s. It is agreed by and between the parties hereto that the balance monies, if any, will be paid by the Promoter only against Allottee/s executing and admitting execution of Deed of Cancellation of this Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

4.5 Upon termination of this Agreement –

- (a) The Allottee/s shall have no right, title, interest, claim, benefit, lien or demand or dispute of any nature whatsoever in, upon or against the Promoter and/or the Premises [including the Car-parking Space(s)] whether pursuant to this Agreement and/or otherwise howsoever;
- (b) The Promoter shall be entitled to deal with and/or dispose of the said Flat including the Car-parking Space(s) to any other person/s as the Promoter deems fit without any further intimation, act, and/or consent of, or objection from, the Allottee/s;
- (c) The Promoter shall be entitled to retain the liquidated damages further liquidated damages as aforesaid, towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Allottee/s agree/s, confirm/s and acknowledge/s, constitute/s a reasonable genuine and agreed pre-estimate of the loss that will be caused to/suffered by the Promoter, and that the same shall be in the nature of liquidated damages and not penalty

Fixtures & Fittings:

5. The standard fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price

range (if unbranded), etc., to be provided by the Promoter in the said Project Building and the Flat as are set out in **Annexure -“E”**, annexed hereto.

Possession Date:

6. The Promoter shall give possession of the Flat to the Allottee/s on or before _____ day of _____ 20_____. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand made by the Allottee/s, to refund to the Allottee/s the amounts already received by the Promoter in respect of the Flat with interest at the same rate as may be mentioned in the **clause 4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of Wings in which the Flat is to be situated is delayed on account of

- (i) war, flood, draught, fire, cyclone, earthquake, civil commotion or act of God or any other calamity caused by nature affecting the regular development of the real estate project
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Procedure For Taking Possession:

7.1. The Promoter, upon obtaining the occupancy certificate from the competent authority and receiving the payment made by the Allottee/s as per this Agreement, shall offer in writing the possession of the said Flat, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the **outgoings of the society or association of allottee/s** maintenance charges as determined by the Promoter or association of purchaser/s, as the case may be.

7.2. The Allottee/s shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Flat is ready for use and occupancy:

7.3. **Failure Of Allottee/s To Take Possession of the said Flat:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s

shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give the possession of the said Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 the obligations to pay outgoings of the society or association of purchasers/maintenance charges in respect of the said Flat will commence from the date of expiry of the Notice Period and such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

Defect Liability:

7.4. If within a period of 5 (five) years from the date of handing over the said Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Flat or the said Project Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.5. **“Structural Defects”** means defects in the materials used in the construction of the Wings in the Project Building which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Event, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorised or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence and/or failure to undertake proper and effective care and maintenance as prudent persons would.

7.6. The Allottee/s has/have been informed and is/are aware and confirm/s and agree/s that:

- (i) all natural materials that are to be installed/used in the Wings in the Project Building and/or the said Flat, and/or that form a part of the Flat Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discolouration or tonal differences/space/variations at the time of installation are unavoidable and acceptable;
- (ii) small hair line cracks in the paint and the plaster and between RCC members and brickwork/ block work due to thermal expansion and change of phase are unavoidable and acceptable;

- (iii) dampness in walls, especially during monsoon season may be seen due to the specific weather conditions in Mumbai, are unavoidable and acceptable;
- (iv) the warranties of equipment, appliances and electronic items installed in the Flat by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system/equipment installer/ manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s; and;
- (v) the equipment, appliances and electronic items installed and forming a part of the Flat Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

Use of Flat and Car Parking Spaces:

8. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for the purpose of residential use only. The car parking space/s shall be used only for parking vehicle belonging to the Allottee/s and for no other purpose whatsoever.

Formation of Society:

9. The Allottee/s herein along with other allottees/purchasers of the flats in the Project Building viz., Wings 'A' to 'E' herein constructed on the said Project Land shall join in forming and registering the Co-operative Housing Society or Association or a Limited Company for said Project Building to be known as "**Romell Espalier "Wings 'A' to 'E' Co-operative Housing Society Ltd.**", hereinafter for brevity's sake referred to as "**the Society**" or by such name as the Promoter may decide and for this purpose, the Society of flat allottees/purchasers of Romell Espalier, the said Project Building shall also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the

formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. **The Promoter shall submit the Application to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within 3 months from the date on which 51% (fifty-one percent) of the allottees/purchasers in the said Project “Romell Espalier” have registered their respective Agreements with the concerned Sub-Registrar of Assurances.** However, after formation of the Society, the Allottee/s hereby agree/s and undertake/s to add the remaining and/or subsequent flat allottees/purchasers as members of the Society.

- 9(a) The Promoter shall be entitled to become the Member of such Society or Association or a Limited Company to be formed by the Promoter, in respect of all the unsold flats in the said Wings in the Project Building. It is agreed by and between the parties hereto that the Society will issue one share certificate for each of the unsold flat in the name of the Promoter.
- 9(b) In the event of the Promoter becoming a member of the Society, the Promoter will have the right to sell, transfer, assign or grant on lease or leave and license such unsold flat/s held by it, at any time, to whosoever as the Promoter may deem fit and proper. The Allottee/s herein and the Society or Association or a Limited Company will not be entitled to raise any objection for such sale, transfer, assignment, or grant and they will admit such transferee/s or allottee/s/ purchaser/s as the member/s of the Society, further the Society or the allottee/s/ purchasers/s shall not charge any fees or other amounts therefrom, save and except share money and entrance fee.
- 9(c) At the time of handing over the management of the buildings to the respective societies, if there are any unsold flats, the Promoter and, subsequently the Purchaser of such unsold flat, would be liable to pay the municipal taxes of such flats. In so far as the society and common maintenance charges are concerned, since the said unsold flats would not be occupied, till the same are transferred to the prospective Purchaser, the Promoter shall not be responsible/ liable to pay the outgoings, maintenance charges to the Society for such unsold flats and the maintenance charges shall be collected by the Society only on the sale of such unsold flats by the Promoter. However, in

case such flats remained unsold for a period of more than one year from the handing over to the society, thereafter, the Promoter shall bear 10% of the maintenance charges for the period after expiry of the period of one year.

Conveyance

9.1 The Promoter has made the Allottee/s aware of the following and the Allottee/s has/have taken a conscious and informed decision to purchase the said Flat on those basis the Promoter is developing the entire Layout/Complex to be known as **PROJECT ROMELL ESPALIER** in PHASED MANNER. Presently the Promoter is constructing the said Espalier Building comprising of Wings 'A' to Wings "E" more particularly described in the Third Schedule hereunder on the said Project Land more particularly described Thirdly in the Third Schedule hereunder written to be known as Project **ROMELL ESPALIER** and the Promoter proposes to further construct building/s/wings in PHASE – I & II and/or such other Phases as the Promoter deems fit and proper after amalgamation of the said Larger Property with the said Adjoining Land or any part thereof, as the Promoter deems fit and proper consisting of such number of floors as may be permitted by the concerned Planning Authority to be known as Project Romell Espalier. After completion of the entire Phases, the Promoter reserves their right to convey the entire land viz the Project Land, Phase -II and Phase-III i.e., the said Larger Property with the said Adjoining Land or any part thereof with buildings/wings standing thereon in favour of the individual Society of flat allottee/purchasers or Federal Society consisting of individual Societies of each Building (as the case may be) at any such time as decided by the Promoter, subject to provisions of the prevailing laws.

9.2 The Promoter shall, within 3 months from the date of obtaining full Occupancy Certificate or Building completion certificate, as the case may be, and subject to having received entire consideration and other dues from all the allottees/ purchasers who have agreed to purchase the flats and other premises in the Project Building comprising of Wings 'A' to 'E' in Project Romell Espalier,

(i) Only the Superstructure of Espalier Building comprising of Wings 'A' to 'E' of Project Espalier shown **Hashed** in the Authenticated Layout Plan annexed hereto as Annexure _____ and more particularly described in the Third Schedule hereunder written will be conveyed to the society of flat purchasers of Espalier Building of Project Romell Espalier; and;

(ii) In so far as the Project Land of Project Espalier is concerned, the Promoter will grant a registered lease of the Project Land of Project

Romell Espalier shown in **Yellow Wash** in the Authenticated Layout Plan annexed hereto as Annexure "I" and more particularly described Thirdly in the Second Schedule hereunder written to the society of the flat purchasers of Project Building at the annual rent of Re. 1/- for a period of 999 years. The Promoter reserves its right to convey the land comprising of the Project Land Espalier and Project Espalier -I & II proposed on the adjoining land with buildings/wings standing thereon in favour of **Federal Society** comprising of individual societies after completion of the entire Layout/Complex called Project Romell Espalier or at any such time as decided by the Promoter, subject to provisions of the prevailing laws.

- (b) Such transfer/conveyance will always be subject to the right of the Promoter to sell the remaining/unsold flat/s and other premises in the Project Building, further subject to balance FSI.
- (c) At the time of registration of the Deed of Conveyance of the Super Structure of Project Building and Lease of said Project Land in favour of the said Society of the Flat allottees, the Allottee/s shall pay to the Promoter, the Allottee/s proportionate share of stamp duty and registration charges payable by the said Society on such Deed of Conveyance and Deed of Lease or any document or instrument of transfer in respect of such transfer/sale/conveyance/lease in favour of the Society of flat purchasers of said Project Building.
- (d) Upon the Society having being formed as mentioned in the immediate preceding clause above, such Society will be in charge of the maintenance of Project Building and the Project Land, and in case the Promoter is successful in acquiring rights in the said Adjoining Property and decides to amalgamate the said Adjoining Property with the said Larger Property or any part thereof only in such eventuality the Promoter shall be in charge of the said Adjoining Property till such time till the development of the said Project Building on the Project Land and development of the Espalier Building known as Project Espalier -I & II on the Adjoining Property are complete in all respects.
- (e) Only after completion of said Espalier Building known as Project Espalier on the Project Land and completion of the Espalier Building known as Project Espalier -I & II on the Adjoining Property, the Promoter will convey the said Project Land along with amalgamated said Adjoining Property, with buildings/wings standing thereon in favour of a Common Society of flat purchasers or Federal Society consisting of individual societies of each Building (as the case may be).

Payment of Maintenance & Other Charges:

9.3 Within 15 (fifteen) days after the notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings (i.e., in proportion to the carpet area of the said Flat) of outgoing in respect of the Project Building and Project Land namely: local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, Insurance charges, common lights, repairs, salaries of clerks bill collectors, Collector's charges, chowkidar and sweeper charges, and all other expenses necessary and incidental to the administration, management and maintenance of the Project Building including the said Project Land from the date of deemed possession.

Until the Society or Association or Limited Company is formed and the said Project Building including the said Project Land is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution **@ Rs. _____/- per Sq. ft. of carpet area aggregating to Rs. _____/-per month** towards the outgoings **of the said Project Building and Project Land plus Rs. _____/ per month per mechanized car parking space**. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the said Project Building and Project Land is executed in favour of the Society or association or a limited company as aforesaid. On such conveyance/assignment of lease being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or association or the Limited Company, as the case may be, hereinafter collectively referred to as "**Maintenance charges**".

Other Charges:

10. The Allottee/s shall on or before taking possession of the said Flat, pay to the Promoter the following amounts:

- a) **Rs. _____/-** towards first 2(two) year's provisional outgoings like Water bill, Common Electricity bill, maintenance charges & other Society expenses, which amount is calculated at the rate of **Rs. _____/- per square foot of carpet area**; The aforesaid

provisional outgoings shall be exclusive of Municipal Assessment/ Property Tax.

- b) Rs.500/- towards Share Application Money;
- c) Rs.100/- towards Entrance Fees;

Total: Rs. _____/- (Rupees _____ only) plus Municipal Taxes and GST at applicable rates.

- d) The Allottee/s herein hereby also agree/s and undertake/s to pay applicable Goods and Service Tax (GST) as may be applicable from time to time on maintenance or advance maintenance charges collected/ or to be collected by the Promoter/ Proposed Society/ Society or any other special purpose vehicle as nominated by the Promoter. Further the Allottee/s herein agree/s and undertake/s to pay the maintenances charges of such amount and GST thereon, without demur, as and when demanded by the Promoter.

11. The Allottee/s shall pay to the Promoter, the required charges, if any along with applicable taxes, if any, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society, or association or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing this Agreement as well as the deed of conveyance or assignment of lease.

12. At the time of registration of conveyance of the said Project Building and Project Land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the said Project Land and Project Building standing thereon. At the time of registration of conveyance of the Project Land the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable by the Society on such conveyance or any document or instrument of transfer in respect of the said Project Building and Project Land to be executed in favour of the Society.

13. Representations And Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee/s as follows:

13.1 The Promoter has a clear and marketable title with respect to the said Larger Property which includes the Project Land comprising of the said Project Building comprising of Wing 'A' to 'E', as elaborately disclosed, explained and declared in the title report annexed to this Agreement and the Promoter has the sole and exclusive rights to development of Project

Building known as “Romell Espalier” on the Project Land and also has actual, physical and legal possession thereof for the implementation of the Project Romell Espalier.

13.2 The Promoter has lawful rights and requisite approvals from the Planning Authorities to carry out development of the Project Building and shall obtain requisite approvals from time to time to complete the development of the Project.

13.3 There are no encumbrances upon the said Larger Property and the said Project Land comprising of the said Project Building, except those disclosed in the title report, if any; but as stated herein, **the Promoter will be entitled to obtain Project Loan by mortgaging the said Project Land or the Wings in the Project Building “Romell Espalier” to be constructed thereon or any of the units constructed/ under construction/ proposed to be constructed thereon or the receivables from the Sale Proceeds thereof;**

13.4 There are no litigations pending before any Court of law with respect to the said Project Land except those disclosed in the title report, if any;

13.5 All approvals, licenses and permits issued by SRA /Planning Authorities with respect to the construction of the Project Building on the Project Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project Building and Project Land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project Building and Project Land and common areas;

13.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

13.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Project Building being constructed on the Project Land, including the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

13.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

13.9 At the time of execution of the conveyance deed of the said Project Building and Project Land to the Society/ Association, Promoter shall handover lawful, vacant, peaceful, physical possession of the common

areas of the Project Building and the Project Land to the Society of the allottees/purchasers;

13.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project Building and Project Land to the competent Authorities.

13.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Property which includes the said Project Building and Project Land) has been received or served upon the Promoter except those disclosed in the title report, if any.

Representations, Warranties & Covenants of the Allottee/s

14. The Allottee/s for himself/ herself/ themselves with an intention to bind all in whosoever hand the said Flat may come, hereby covenant/s with the Promoter as follows:

- i. To maintain the Flat at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or from date of expiry of notice period calling upon the Allottee/s to take possession and shall not do or suffer to be done anything in or to the Wings in the Project Building and Project Land in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project Building and Project Land and the Flat itself or any part thereof without the consent of SRA Authorities or local authorities, if required.
- ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the said Project Building and Project Land 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 likely to damage the staircases, common passages or any other structure of the said Project Building and/or the Wings therein including entrances of the Project Building and in case any damage is caused to the Wing in the said Project Building on the Project Land on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Flat

and maintain the said Flat 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 said Project Building or the said Flat 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 provision, 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Wings in the said Project Building and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in tenantable repair and good condition, and in particular, so as to support, shelter and protect the other parts of the Project Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat 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 said Project Building and Project Land 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 Flat in the compound or any portion of the said Project Building and Project Land.
- vii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project Building and Project Land.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or the benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Allottee/s to the Promoter under this

Agreement are fully paid.

- x. The Allottee/s agree/s and undertake/s not to alter or modify the firefighting system installed by the Promoter as per CFO approval. The Allottee/s shall further ensure that the Society of the allottees/purchasers shall also not alter or modify the said firefighting system and shall ensure the same is well maintained (though AMC Contractors or otherwise) and checked by conducted fire drills as mandated by the authorities. The Allottee/s shall keep the fire escape passage and the staircase free of any obstructions at all times.
- xi. The Allottee/s agree/s and undertake/s that the Allottee/s has/have unconditionally agreed and accepted the above mentioned pre-condition and the restrictive covenant and has agreed to acquire the flats/premises in the said Wings in the Project Building and shall undertake not to make any claim or raise any objection either with the Promoter or with the said Society or with any municipal/government authorities at any time.
- xii. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project Building and Project Land and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the SRA, 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 Society regarding the occupancy and use of the said Flat in the said Project Building and Project Land and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiii. Till the conveyance of the said Project Building and Project Land is executed in favour of the Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Building and Project Land or any part thereof to view and examine the state and condition thereof.
- xiv. The Allottee/s will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expenses, and in such manner as he/she/they may deem fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction

and approval of the Promoter and SRA and all other Concerned Authorities and the said Society, if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said Wings in the Project Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of SRA or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the Wings in the Project Building **NOTWITHSTANDING** anything to the contrary contained herein, the Allottee/s do/doth hereby agree/s and undertake/s not to change or alter the location of any of the bathrooms/toilets in the said Flat. The Allottee/s shall not break/repair the toilets, bathroom, ducts and chajjas of said Flat. In case, the Allottee/s desire/s to renovate the toilets, bathrooms and balcony area, the Allottee/s will do so with prior written permission of the Promoter / Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the flat below him/her/them due to leakage from his/her/their toilets/ bathroom/ balconies. The Allottee/s will not close verandah or balconies or decks/attached terraces/open spaces/frontage adjoining the said Flat without the sanction and permission of the Promoter and of the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Flat. The Allottee/s agree/s that as and when he/she/they desire to install the Air Conditioner in his/her/their said Flat then he/she/they shall install the same at the demarcated place shown by the Promoter and shall not install it at any other place, so as to maintain the elevation of the Project Building. Similarly, the Allottee/s shall not change outer elevation of the Wings in the Project Building by changing size of windows, chajjas, grills etc. The Allottee/s shall not change the design or location of the railing provided by the Promoter. The Allottee/s will ensure that he/she/they will not keep any plants in the balcony/window as it causes leakage/seepage in the Wings of the Project Building walls and wall paints are spoiled. For any such damage due to plants etc. the Allottee/s will be responsible and will make the losses good at his/her/their own cost, charges and expenses. The Allottee/s shall not install any full or part or box grill in the said Flat. In case of any leakage from the said Flat to the flat below, the Allottee/s shall be totally responsible to rectify the same and bear all the

costs for the same. The Allottee/s do/doth hereby indemnify and shall keep indemnified the Promoter and the Society at all times against all actions, claims and demands of whatsoever nature taken or made by the SRA and/or by the State Government and/or by any other authority in respect of the said Flat or the said Project Building as a whole or by reason or as a result of anything done by the Allottee/s in or with regard to the said Flat or the said Project Building and Project Land or any part thereof.

xv. The Allottee/s agree/s and undertake/s to separate Dry and wet garbage and treat the wet garbage generated in the Wings separate as per general condition of the IOA and approvals.

xvi. The Allottee/s shall be entitled to use the lifts in the Wings in the said Project Building **PROVIDED HOWEVER** all the persons using the lifts shall do so at their own risk. The Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Allottee/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the said Project Building and Project Land. The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the Wings in the Project Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or any other purpose. The Allottee/s shall not use or permit the use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the Wings in the Project Building for storage or for use by servants at any time.

xvii. Under no circumstances they will be entitled to any FSI, Fungible FSI or shall have any right to consume the same or TDR in the said Project Building and the said Project Land in any manner whatsoever.

xviii. The Promoter shall be fully entitled to sell any part or portion of the Wings in the Project Building, including the open terrace or any portion thereof for exclusive use for installation of communication tower or for display of advertisements/ hoardings, as may be deemed proper by the Promoter.

xix. The Promoter hereby reserves its right to install its permanent signage consisting of its name/brand and logo on the terrace or external façade of the Wings in the said Project Building and Project Land known as “Romell Espalier”. The signage so installed will be permanent and will not be removed or dismantled by the Society and/or flat allottees/purchasers

for any reason whatsoever. The said signage will be maintained by the Promoter and the Promoter, its employees, servants and agents will have rights to enter into the Wings in the Project Building so as to maintain the said signage with prior intimation and related permission accorded by the Society of flat allottees/purchasers. In the event of illumination of the signage, the Promoter will install a separate electricity meter for the same and pay the electric bill in respect thereof. Also, the Promoter will bear all applicable SRA and other taxes/charges for the signage installed. Provided however that if signage of "Romell Espalier", the Promoter's name or sister concern (where any Promoter/AOP's/ of Promoter is common) with logo is not installed and displayed then Promoter shall not bear and pay anything towards the maintenance, taxes or electricity etc., even if the same is illuminated.

- xx. The Allottee/s will not raise any objection or interfere with Promoters' rights reserved unto them herein. The aforesaid consent and agreement shall remain valid, irrevocable, continuous, subsisting and in full force even after the possession of the said Flat is handed over to him/her/them and/or possession of the Wings in the said Project Building and Project Land is transferred and handed over to the Society.
- xxi. The Allottee/s shall not raise any objection for the same while taking possession of the said Flat or even after taking possession the carpet area of the said Flat and/or the dimensions of all the rooms including bathrooms may vary to an extent of +/- 3% due to inherent nature of construction industry.
- xxii. The Allottee/s shall not be entitled to claim partition of his/her/their/its share in the Wings of said Project Building and/or Project Land and the same shall always remain undivided and imitable.
- xxiii. The Allottee/s confirm/s having inspected the original title certificate/report and further confirm/s that the copy annexed hereto is the true copy of the Original Title Certificate/Report inspected by the Allottee/s. The Allottee/s accept/s the title of the Promoter to the said Larger Property which comprises the said Project Building and Project Land and entitlement of the Promoter to sell the flats/ premises in the said Wing in the Project Building and the Allottee/s do/doth hereby agree/s not to raise any further or other requisitions or objections to the title in respect of the said Larger Property and the said Project Land herein more particularly described in the First, Second and Third Schedule hereunder written and/or the said Wings in the Project Building constructed thereon and/or entitlement of the Promoter to develop the

same and sell the flats/premises comprising in their entitlement. It is made clear that the present project is only in respect of the said Project Building and Project Land and neither the Allottee/s nor the organization of flat purchasers which will be formed will have any right in respect of the other portions of the said Wings in the said Project Building standing on the said Project Land.

- xxiv. The Promoter will be entitled to take action against the Allottee/s if he/she/they do not regularly pay his/her/their proportionate share of outgoing referred to in this Agreement every month.
- xxv. The Flat sold to the Allottee/s herein is only for his/her/their residential use and he/she/they will not be entitled to any change of user without written consent from the Promoter and the concerned authorities.
- xxvi. The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Flats in the Project Building of which the said Flat forms part of, provided the rights of the Allottee/s herein relating to the use, possession and enjoyment of the said Flat allotted to him/her/them are not affected in any manner.
- xxvii. The 'outgoings/maintenance charges' shall be borne and paid by Allottee/s and no part of the same will be paid by the Promoter once the Wings are ready and Occupation Certificate/ part Occupation Certificate in respect thereof has been obtained and the Allottee/s is/are intimated of the same by the Promoter except in respect of the unsold flat/s.
- xxviii. The 'outgoings /maintenance charges' shall start from 15 days from the date of intimation of the Wings in the Project Building being completely ready irrespective of O.C. being obtained or not and irrespective of the possession of the flat being taken or not. For the Allottee/s who take 'provisional possession' and/or 'furniture possession' of their respective Flat prior to this date, in that case he/she/they shall pay the Maintenance charges.
- xxix. The Maintenance Charges shall be charged on proportionate basis or on lumpsum basis at the sole discretion of the Promoter. After all the Wings in the Project Building are ready and all the Flat Allottee/s is/are duly intimated by the Promoter for taking possession, the 'Maintenance charges' of the entire Project Building and the Project Land will be divided amongst all the Flats that are sold and apportioned according to their areas on pro-rata basis, irrespective of whether the Allottee/s have taken 'possession' and/or 'furniture possession' of their Flat or not and irrespective of the O.C. being obtained or not.

xxx. In the event the Allottee/s takes 'provisional possession' or 'furniture possession' of said Flat to carry out any interior work at his/her/their sole cost, expenses and risk, then he/she/they further agree/s and confirm/s with the Promoter that the Allottee/s shall:

- i. before starting interior work take written permission/ sanction of his/her/their plan for the same from the Promoter.
- ii. take care of his/her/their own material, tools and equipment's used for the interior work.
- iii. use his/her/their own temporary doors and windows for the interior work.
- iv. pay to the Promoter, a lumpsum charge of Rs.5,000/-per month for consumption of electricity and water and for removal of the debris.
- v. Deposit Rs.50,000/- for 2 bed flat and Rs.75,000/- for 3 bed flat as an Interest-Free Building Protection Deposit to secure compliance with the Fit-Out Guidelines. All fit-out permissions will be necessarily taken in advance and only then the Allottee/s be allowed to commence fit-out activity, till then no workers/labourers shall be allowed to enter the said Wing/said Flat.
- vi. In case that there are anticipated fit-outs and there is only movement of ready furniture and goods, the Interest Free Building/ Wing Protection Deposit shall be Rs.20,000/-. The above deposits will be refunded without interest upon intimation of completion of fit-outs and after the successful completion of joint inspection of the flat's fit-out in accordance with the Fit-out Guidelines within 60 (sixty) working days. The Allottee/s is/are aware that the said refund of Interest Free Building Protection Deposit shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas, etc. and/or any neighbourhood flats/premises above/below the said Flat and/or the equipments installed therein and subject to the debris being completely removed from the Project Land and shall be without prejudice to other rights and remedies which the Promoter is entitled to. The Interest Free Building Protection Deposit is tentative and is liable to be revised by the Promoter on or before handing over possession of the said Flat.
- vii. adhere to timing of 10 am to 6 pm for the interior work.
- viii. not allow any his/her/their workers to stay in the said Flat or on the

Wings and the Project Land.

- ix. the Allottee/s shall not tamper with the Security, Fire Alarm and Fire Detection system and any damage caused shall suitably compensated by the Allottee/s.
- xxi. The Allottee/s shall pay outgoing/maintenance charges of his/her/their Flat either to the Promoter or to the Ad-hoc Committee of the Flat Allottee/s or to the Society when it gets formed, for each Quarter i.e. April to June, July to September, October to December and January to March in the beginning of the Quarter without waiting for any bills, notice, or intimation for the same as per the outgoings/ maintenance charges mentioned in this Agreement or revised out goings as intimated to the Allottee/s from time to time.
- xxii. The Allottee/s is/are aware that if outgoings/maintenance charges are not paid by all the purchasers regularly, the management of the Project Building and the Wings therein and the Project Land may fall in jeopardy and essential amenities may be withheld, and in such event the Promoter will not be responsible for the same.
- xxiii. The Allottee/s will not hold the Promoter responsible if municipal taxes or other outgoings are not paid or the Project Building and the Project Land is not properly managed unless all Flat Allottee/s regularly pay for their regular contributions and outgoings/maintenance charges as stated hereinabove. The Promoter will be entitled to take action against the Allottee/s if he/she/they do not regularly pay his/her/their proportionate share of outgoings/maintenance charges referred to in this Agreement every Quarter.
- xxiv. The Allottee/s shall keep the fire escape passage and the staircase free of any obstructions at all time.
- xxv. The Society/ Allottee/s will admit all the purchaser/s of flats as members of the Society, in the event of such sale by the Promoter takes place after the registration of the Society, the Society shall charge only Rs. 600/- towards the share price and the entrance fee.
- xxvi. If the Wings in the Project Building or any part thereof gets demolished and/or gets damaged on account of any act of God such as earthquake, floods or any other natural calamity, act of enemy, war other causes beyond the control then such losses and damages incurred to the structure will be fully sustained by Allottee/s along with the other Flat allottees and the Promoter shall not be responsible for such loss/damage.

The Allottee/s shall have to make good the loss so sustained by them and the other flat allottees.

xxxvii. **Insurance:** After the Occupancy Certificate of the Project Building “Romell Espalier” is obtained and the said Project Building and the Project land is conveyed unto and in favour of the Society, the Allottee/s along with all other flat purchasers as well as the Society, undertake to insure and always keep insured with an insurance company, their respective flat/s and the Project Building against loss by fire, earthquake, cyclone, flood, lightning and such other perils as are customary in the area for the fair market value of the said Wings in the Project Building. In such event the losses and damages incurred to the structure of the said Project Building and the Project Land will be fully sustained by the Allottee/s along with the other flat allottees/purchasers. The Promoter shall not be responsible for such loss and/or damage. The Allottee/s shall have to make good the loss so sustained by him/her/them and the other flat purchaser.

xxxviii. The Allottee/s is/are aware that SRA while sanctioning the plans in respect of the said Wings in the Project Building, has laid down several terms and conditions, stipulations and restrictions and the Promoter has agreed to the same and also given undertaking as required by the planning authority to specifically bring to the notice of the prospective allottee/s and the Allottee/s agree/s, confirms/ and accept/s that:

- i. the proposed Wings in the said Project Building is with deficient open space and SRA shall not be held liable for the same by the Allottee/s in future.
- ii. he/she/they do not have any objection for the neighbourhood development with deficient open space in future.
- iii. he/she/they shall not hold SRA liable for failure of Mechanical Tower parking System in future.
- iv. in the event, he/she/they find space inadequate for manoeuvring of cars and for parking, he/she/they shall not complain to the SRA in this regard in future.
- v. he/she/they indemnifies SRA and its officers against:
 - i. any damages, risk, accidents etc., and nuisance to the occupiers and to the neighborhood during construction
 - ii. any litigation, claims, disputes arising out of the proposed inadequate width/sizes of kitchen, rooms, AVS, etc.,

- iii. any inconvenience/ accident caused due to the installation of mechanized parking and/or against any misuse of additional height of the stilt.
- iv. any inadequate ratio of the car parking spaces.
- v. any deficiency of open spaces and future development of the neighborhood.

xxxix. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Allotted Car Parking Space may come, hereby covenants with the Promoter as follows:-

- (a) It is agreed by and between the parties hereto that the Allotted Car Parking Space is for parking of a Hatchback or a Sedan Car or a Multi Utility Vehicle or any other 4-wheeler vehicle (either a Hatchback or a medium size Sedan Car) having a maximum length and maximum width and maximum height as recorded hereinabove.
- (b) It is agreed by and between the parties hereto that the Allottee/s will not and will not be entitled to raise any objection regarding the dimensions of the Car Parking Space allotted to her/him/them and will not be entitled to make any claim against the Promoter on that count or seek any cancellation on that ground or claim any rebate or discount on that ground.
- (c) It is agreed by and between the parties hereto that the Allottee/s will not and will not be entitled to alter or change the dimensions and/or nature of the Car Parking Space allotted to him/her/them at any time hereafter.
- (d) It is agreed by and between the parties hereto that the Allottee/s will use the Mechanized Parking System with all the safety measures and he/she/they alongwith the Society alone will maintain the same always and keep the same in a good working condition so as to avoid any mishap. Further the Allottee/s alongwith the Society will also ensure that he/she/they will not stand or allow any children to play on or under the Mechanized Tower Parking System and in the event of any mishap, loss, damages or litigation of any nature whatsoever arising out of failure of the Mechanized Parking System, the Allottee/s or the society or any person whosoever will not hold the Promoter liable

for the same and he/she/they and the society shall indemnify and keep the Promoter indemnified the Promoter from any untoward incident in respect of the maintenance and safety of Mechanical Parking System.

- (e) It is agreed by and between the parties hereto that in the future, if the Allottee/s desire to install an Electric Vehicle (EV) Charging Point for EV, the Allottee/s will do so at her/her/their/its own costs, charges and expense and after procuring the necessary NOCs' Permissions from the concerned authorities and the Society and as per the guidelines prescribed in the Safety Advisory for EV Charging Stations (EVCS) issued from time to time by the Government.
- xl. All provisions in respect of the car parking spaces shall apply to all future transfer/s by the Allottee/s and their successor/s-in-title of the said Flat.
- xli. Notwithstanding what is stated hereinabove, the Promoter shall be entitled to submit the said Project Building and the Project Land or portion thereof under the provision of Maharashtra Flat Ownership Act, 1970 and in such event, the Allottee/s shall at his/her/their costs, charge and expenses be entitled to execution of a Deed of Flat and/or Assignment and in such event the Promoter shall cause to execute such relevant documents for effectuating a proper transfer of the said Flat and undivided share, right, title and interest in the common area and amenities in favour of the respective Allottee/s of the respective Flats at the cost of the Allottee/s.

15. Separate Account for Other Charges:

- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s with respect to share application money, entrance fee and provisional outgoings/maintenance charges received and shall utilize the amounts only for the purposes for which they have been received.
- 15.1. In case the transaction being executed by this agreement between the Promote and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ Allottee/s / both, as the case may be, in accordance with the agreed terms of payment.

15.2 The Allottee/s agrees and accepts that the Promoter will give the consolidated accounts of payments made under clause (10) that is, paid by the Allottee/s towards share money, application and entrance fee, towards two years provisional outgoings. The Promoter will not be liable to give accounts of any other payments. Accounts of these three items shall be rendered to the Allottee/s by the Promoter along with the expenses incurred by the Promoter from and out of the same to the said Society when it is registered or within two months of formation of the ad-hoc committee. The Allottee/s shall not demand from the Promoter to render individual accounts to each of the Allottee/s.

15.3 The Promoter shall handover to the said Society the balance amount from the sums received by the Promoter from the Allottee/s as advance contribution towards outgoings after adjusting all dues and amounts paid on behalf of the Allottee/s towards the outgoings/maintenance, etc., in terms of what is stated hereinabove. If the Promoter has spent any amount of money that exceeds the sums of moneys received for and on behalf of the Allottee/s towards the said outgoings/maintenance charges then the Allottee/s shall pay the same without raising any objection. The Promoter shall be entitled to appropriate the remaining amounts and shall not be liable to render accounts for the same to the Allottee/s or to the proposed said society.

15.4 The Allottee/s agree/s that out of the above all expenses paid by the Allottee/s towards share money, application and entrance fee, towards miscellaneous expenses and other respectively are non-refundable. The Allottee/s shall not demand from the Promoter to render individual accounts to each of the Allottee/s.

No Claim in the Wings and the Project Building:

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Wings, said Project Building and Project Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Project Building along with the Project Land is conveyed and transferred and handed over in favour of the said Society as hereinbefore mentioned.

17. Promoter shall not Mortgage or Create Charge:

(a) The Promoter will be entitled to obtain a Project Loan, if necessary, by mortgaging the said Wings 'A' to 'D' and the Project Land on which the project known as "Romell Espalier" is proposed to be constructed or any of

the units constructed/ under construction/ proposed to be constructed thereon or the receivables from the sale proceeds thereof. Accordingly, the Promoter is at liberty to obtain such loan even after the execution of this Agreement in respect of the flats other than the flat agreed to be sold by this Agreement. However, after the Promoter executes this Agreement, they shall not mortgage or create a charge on the said Flat 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 such Flat.

18. **Binding Effect:** 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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, the Allottee/s pay/s the requisite registration charges on this agreement and appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement duly stamped as per the Maharashtra Stamps Act within 30 (thirty) days from the date of its receipt from the Promoter and appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
19. **Entire Agreement:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/ Wings in the said Project Building and the Project Land, as the case may be. **Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.**
20. **Right to Amend:** The Agreement may only be amended through written consent of the Parties.

21. Provisions of this Agreement applicable to Allottee/s subsequent purchasers:

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 said Wings in the said Project Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes

22. Severability:

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

23. Method of Calculation of Proportionate Share Wherever referred to in the Agreement: Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Wings in the Project Building and Project Land, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Project Building.

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

25. Place of Execution: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter' Office or at some other place which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-

Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

26. The Allottee/s and/or the Promoter shall present this Agreement as well as the conveyance/ assignment of lease if any at the proper registration office of the registrar within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. **Address for Services:**

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Allottee/s or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their addresses specified below:-

Promoter:

ROMELL REAL ESTATE PVT. LTD.,
Corporate Office: "PRIUS INFINITY", 4th Floor,
Subhash Road, Vile Parle (East),
Mumbai 400 057.

Notified Email ID: customercare@romellgroup.com &
finance@romellgroup.com

Allottee/s:

Mobile No.: _____

Notified Email ID: _____

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.

28. **Joint Purchasers:** That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

29. **Stamp Duty and Registration Charges:** The charges towards Stamp Duty as may be applicable and incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Registration Charges along with other out of pocket expenses as may be applicable and incidental to this Agreement shall also be borne and paid by the Allottee/s alone. **The Stamp Duty, Registration Charges and Out of Pocket Expenses as may be applicable on the**

Deed of Conveyance and/or any other document writing for fulfilling the true intents of this Agreement shall also be borne and paid by the Allottee/s alone.

30. **Dispute Resolution:** Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
31. **Government Law:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(“the Larger Property”)

Firstly: (“the First Property”)

ALL THAT pieces or parcels of land, ground and hereditaments bearing Final Plot Nos. 435 to 440, 453, 458 of Town Planning Scheme No. V of Vile Parle East together with Plots bearing CTS Nos. 1491, 1492, 1493, 1493/1, 1493/2 and 1495, 1495/1 to 1495/5 admeasuring in aggregate **3087.23 sq. mtrs.** or thereabouts along with structures standing thereon partly occupied by slum dwellers, partly by tenants and partly by the erstwhile owners (which have been since demolished) situate, lying and being in the revenue Village of Vile Parle, Taluka Andheri, Mumbai Suburban District.

Secondly: (“the Second Property”)

ALL THAT pieces or parcels of land, ground and hereditaments bearing CTS Nos. 1479, 1479/1, Final Plot No. 171 of Town Planning Scheme No. II of Vile Parle East, Plots bearing CTS No. 1484, 1485/1 and Final Plot No. 442 of Town Planning Scheme No. V of Vile Parle East having CTS Nos. 1474, 1474/1 & 2, 1475, 1475/1 to 4 admeasuring in aggregate **1,218.10 sq. mtrs.** or thereabouts along with structures standing thereon partly occupied by slum dwellers, partly by tenants and partly by the erstwhile owners (which have been since demolished) situate, lying and being in the revenue Village of Vile Parle, Taluka Andheri, Mumbai Suburban District.

Thirdly: (“the Third Property”)

ALL THAT pieces or parcels of land, ground and hereditaments bearing CTS

Nos. 1480, 1480/1 corresponding to Final Plot No. 172 of Town Planning Scheme No. II of Vile Parle East admeasuring **479.10 sq. mtrs.** or thereabouts along with building known as "Chetan Kunj" standing thereon consisting of ground plus three upper floors fully occupied by tenants (which has also been since demolished) situate, lying and being in the revenue Village of Vile Parle, Taluka Andheri, Mumbai Suburban District.

The aforesaid First, Second & Third Property is otherwise situated at Azad Road, Vile Parle (East), Mumbai - 400 057 and in the Registration District of Mumbai Suburban at Vile Parle and within the limits of the Municipal Corporation of Greater Mumbai and is **admeasuring in aggregate 4,784.43 sq. mtrs.** and is shown in **red coloured boundary lines** in the plan annexed hereto as **Annexure "I"** and is collectively referred to as "**the said Larger Property**".

THE SECOND SCHEDULE ABOVE REFERRED TO :

Firstly: ("the Rehab Component Plot" or "Rehab Building No. 1")

The Rehab Component Plot forming part of the Larger Property more Particularly described in the First Schedule hereinabove written being **Sub-Plot 'A'** bearing **CTS Nos. 1490(pt), (F.P. 453), 1491(pt), 1492(pt), 1493, 1495, 1496, (F.P. 458)** admeasuring in aggregate **786.25 sq. mtrs.** alongwith the Rehab Building No. 1 comprising of 3 Wings. 'A', 'B' & 'C' constructed thereon known as "Gharkul" comprising **3 Wings, Wings 'A', 'B' and 'C'** each comprising of ground plus 7 upper floors situate, lying and being in the revenue Village of Vile Parle, Taluka Andheri, Mumbai Suburban District and as shown in **blue washed** in the plan annexed hereto at **Annexure -"I"** and bounded as under:-

On or towards the North : by CTS No. 1467;
On or towards the South : by CTS No. 459;
On or towards the East : by Prop. 9.13 mts. Wide D.P. Road/Sub Plot C;
On or towards the West : Partly by CTS No. 1494 & by V. S. Khandekar Rs.

Secondly: ("the D. P. Road Plot")

The Plot of land falling under D. P. Road, **Sub-Plot 'C'**, the said **D.P. Road** Plot falling under the 9.15 metre wide D. P. Road, which is bearing CTS No. 1482(pt), 1488(pt), 1487, 1488, 1490, F.P. 463, 1491, 1492, 1498 admeasuring in aggregate **695.445 sq. mtrs.** (forming part of the Larger Property more particularly described in the First Schedule hereinabove written) situate, lying and being in the revenue Village of Vile Parle, Taluka Andheri, Mumbai Suburban District and as shown in **brown washed** in the Plan at **Annexure -"I"** hereto and bounded as under:-

On or towards the North : Partly by CTS Nos. 1469, 1470, 1471;
On or towards the South : by Prop. 9.13 mts. Wide D.P. Road/Sub Plot C;
On or towards the East : by Project Espalier land;
On or towards the West : by Rehab Component Plot" or

“Rehab Building No. 1”/Sub-Plot ‘A’.

Thirdly: (“the Sale Component Plot or “the PROJECT LAND”)

Sale Component Plot being **Sub-Plots ‘B’ and ‘D’** upon which the Free Sale Building/Wings is proposed to be constructed viz., **Sub-Plot ‘B’** comprising of plots bearing CTS No. 1476, 1476/1 to 9, (F.P. 440), CTS No. 1482, 1482/1 to 10, (F.P. 439), CTS No. 1486, 1486/1 to 7, (F.P. 438), CTS No. 1483, (F.P. 437), CTS No. 1485, 1489, 1489/1 to 8, (F.P. 436), CTS No. 1487, 1487/1 to 7, 1488, (F.P. 435), admeasuring in aggregate **1605.56 sq. mtrs.** and **Sub-Plot ‘D’** comprising of plots bearing CTS No. 1479, 1479/1, (F.P. 171), 1474, 1474/1 & 2, 1475, 1475/1 to 4, (F.P. No. 442) and 1484, 1485/1 admeasuring in aggregate **1218.10 sq. mtrs.** and CTS Nos. 1480, 1480/1, (F.P. 172) admeasuring in aggregate **479.10 sq. mtrs.** and is totally admeasuring in aggregate **3,302.76 sq. mtrs.**, (forming part of the Larger Property more particularly described in the First Schedule hereinabove written) situate, lying and being in the revenue Village of Vile Parle, Taluka Andheri, Mumbai Suburban District and as shown and as shown in **Yellow washed colour** in the Plan at **Annexure –“I”** and bounded as under:-

On or towards the North : by CTS Nos. 1471, 1472, 1477, by 3 mts. Wide Existing Misquitta Cross Land;
On or towards the South : by Prop. 9.13 mts. Wide D.P. Road/Sub Plot C;
On or towards the East : Partly by 13.40 mts. Existing D.P. Road & CTS No.1481
On or towards the West : by Prop. 9.13 mts. Wide D.P. Road/Sub Plot C.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO :

(“the Project Building ‘ESPALIER’”)

Sale Component Plot and/or the Project Land consisting of 5 **wings**, **Viz. Sale Wings “A” & “B”, Sale Wings “C” (Rehab Wing) “D” and “E”** all wings having configuration as follows, Wing A and B (Sale Wings) having Stilt + 12 Upper Floors , Wing C (Rehab wing for PAP) having stilts + 15 Upper Floors , Wings D and E having stilt + 13 Upper Floors, with 3 basements below Wings ‘A’ to ‘E’, to be known as “Sale Building No.1” or “Project Building **ESPALIAR**” being constructed on **Sub-Plot ‘B’ & ‘D’** known as the Sale Component Plot and/or the Project Land and as shown in **Red Hash colour** in the plan annexed hereto at **Annexure “C-2”**;

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(“the said Flat”)

Flat No. _____ admeasuring _____square feet carpet area (inclusive of Fungible FSI) equivalent to _____ square meters in the “A / B / D/ E” Wing on the _____ Floor of the Building known as “ROMELL ESPALIER Project BUILDING ” in the complex/layout known as “ROMELL ESPALIER” with a Car Parking IN Basement 1 / 2 / 3 of Espalier Building OR in the MECHANICAL CAR PARK TOWER being constructed by the Promoters on the Project Land more particularly

described Firstly in the – Third Schedule hereinabove written and as shown in **red** coloured boundary lines in the Floor Plan annexed hereto and marked as **Annexure ‘D’**.

ALONGWITH _____ car parking space (small or medium) in the **Mechanized Tower Car Parking** bearing No._____ admeasuring _____ sq. ft. having _____ feet length x _____ feet breadth x _____ feet vertical clearance in the Stilt / Mechanical parking levels upto 5th/ 7th floor on the eastern-side of the said Wings comprising in the 3 (three) Wings viz., Wing ‘A’, Wing ‘B’ & Wing ‘C’ being constructed by the Promoter on the said Sale Plot more particularly described in the Second Schedule hereinabove written.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

ANNEXURE – ‘3’
under Rule 10 of the Rules

Amenities above referred to:

A) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided
i.				
ii.				
iii.				
iv				

B) Facilities/amenities provided/to be provided within the building including in the common area of the project ;

	Type of facilities /amenities provided	Phase name/number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/Comm on Organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.	Fitness Centre	II			232 smt	NIL
ii.						
iii.						
iv						

i.					
ii.					

C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities	Phase name	Proposed Date of	Proposed Date of handing over	Size/area of the	FSI Utilize

	/amenities provided	/number	Occupancy Certificate	to the Society/Common Organization	facilities/amenities	d or free of FSI
i.						

D) The size and the location of the facilities/amenities in form of open spaces (RG/OF etc.) provided/to be provided within the plot and/or within the layout.

	Type of open spaces (RG/PG) to be	Phase name/number	Size open spaces to be provided	Proposed date of availability for use	Proposed date of handing over to the common organization
i.	RG	III	445.92 smt		

E) Details and specifications of the lifts:

		Type Lift (passenger/service /stretcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (Mtr/Sec)
i.	Wing A	Passenger	2 no.s	10 pax	1.75 m/s
ii.	Wing B	Passenger	2 no.s	10 pax	1.75 m/s
iii.	Wing C	Passenger	2 no.s	10 pax	1.75 m/s
iv	Wing D	Passenger	2 no.s	10 pax	1.75 m/s
v	Wing E	Passenger	2 no.s	10 pax	1.75 m/s

SIGNED, SEALED & DELIVERED)

by the withinnamed “**the Promoter**”)

Romell Real Estate Pvt. Ltd.)

Through its Authorised Director)

Mr. JUDE ROMELL OR MR. DOMINIC ROMELL

<u>Photograph</u>	<u>L.H.T.I.</u>	<u>Signature</u>
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in the presence of

1.

2.

SIGNED, SEALED & DELIVERED)

by the withinnamed “**the Allottee/s** ”)

Mr./ Mrs. _____		
<u>Photograph</u>	<u>L.H.T.I.</u>	<u>Signature</u>

in the presence of:

1.

2.

RECEIPT

RECEIVED of and from the within named Allottee/s the sum of
Rs. **/- (Rupees Only)** as per Details Given Below,

<u>Sr.</u>	<u>Cheque No.</u>	<u>Cheque Date</u>	<u>Amount</u>	<u>Bank</u>	<u>Branch</u>
1.					
2.					
3.					
4.					

That is, Rs. _____/-

WITNESSESS:

WE SAY RECEIVED

1.

2.

(Jude Romell/Dominic Romell)
Romell Real Estate Pvt. Ltd.
Promoter