Date: 06/12/2020

Project: Terraform Dwarka Wing "D"

Except, Annexure 2, all the Annexures uploaded are remained same.

Annexure 2 is annexed herewith.

AGREEMENT FOR SALE

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

BETWEEN

MONEY MAGNUM NEST PRIVATE LIMITED, (earlier known as **Everest Fincap Private Limited**) a company, incorporated under the provisions of the Companies Act, 1956 and having its registered office address at Godrej Coliseum, A Wing-1301, 13th Floor, Behind Everard Nagar, Off Eastern Express Highway, Sion (East), Mumbai – 400 022 hereinafter referred to as **"the Promoter"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the constituents or the constituent for the time being and the heirs, executors, administrators of the last surviving constituent and the successors and assigns) of the **ONE PART**;

AND

_____ _____ _____ _____ _____ _____ _____, Adult/s having their address for the purpose of these presents at _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ hereinafter referred to as **"Allottee/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

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

WHEREAS:

A. The Promoter has acquired rights to undertake slum rehabilitation scheme on all that piece and parcel of land admeasuring approximately 8,412.20 square meters or thereabouts and comprising of (i) land admeasuring 7,363.30 square meters and bearing Old Final Plot No. 274(part), New Final Plot No. 274A(Part) of Town Planning Scheme No.– III and corresponding to C.T.S. No. 5808 (part) Village Ghatkopar-Kirol, Taluka Kurla and (ii) land admeasuring 1,048.90 square meters forming part of the existing 18.30 meters wide Jawahar Road on the North of the Final Plot No. 274A (part), lying, being and situate at Jawahar Road, Damji Compound, Patel Chowk, Ghatkopar (East), Mumbai – 400 077 **("the said Land")**, pursuant to the provisions of Regulation 33 (10) of the Development Control Regulations of Greater Mumbai, 1991 **("DCR")** and such other provisions of the DCR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR from time to time **("the Project")**. The said Land is more particularly described in the Part A of the First Schedule hereunder written and marked with thick black boundary line on the plan hereto annexed and marked as **Annexure "1"**.

B. The Municipal Corporation of Greater Mumbai **("MCGM")** is the owner of the said Land.

C. The eligible slum dwellers constituted themselves into a co-operative housing society known as Nalanda SRA Co-operative Housing Society Limited **("said Society")**, registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Rules made there under. The eligible slum dwellers on the said Land have accorded their consent to the Promoter for the development of the said Land under Regulation 33(10) of the DCR.

D. There are slum dwellers and occupants, as set-out in the said Title Certificate (as defined below).

E. The slum dwellers on the said Land and the said Society have by and under following deeds and documents executed in favour of the Promoter:

(i) By and under a Development Agreement dated 20th March, 2003 **("the said Development Agreement")** executed inter alia between the said Society, then known as Ghatkopar Shree Nalanda SRA Cooperative Housing Society Limited (proposed) and the Promoter, the Society has conferred development rights unto the Promoter to develop the said Land in the manner and on the terms and conditions as stated therein.

(ii) By and under a Power of Attorney dated 20th March, 2003 executed by the Society in favour of the representatives of the Promoter being (a) Mr. Vimal K. Shah, (b) Mr. Kishor K. Shah and (c) Mr. Nainesh K. Shah, the Society has conferred powers and authorities unto them to undertake various acts, deeds, matters and things with regard to the development of the said Land as more particularly stated therein.

(iii) The Promoter has executed a Deed of Confirmation dated 7th January, 2005 as a deed poll by the Promoter (with the said Development Agreement duly annexed thereto). The Deed of Confirmation is registered with the office of the Sub Registrar of Assurances under Serial No. BDR13-1118 of 2005 before the Sub-registrar of Assurances.

(iv) More than 70% of the eligible slum dwellers on the said Land have granted consent in favour of the Promoter to undertake slum rehabilitation scheme on the said Land.

F. By and under revised Letter of Intent dated 30th March, 2017 **("the said LOI")**, the Slum Rehabilitation Authority **("SRA")** has accorded rights unto the Promoter to undertake a slum rehabilitation scheme on the said Land in accordance with the provisions of Appendix – IV of Regulation 33(10) of the DCR in the manner and on the terms and conditions as more particularly set-out therein;

G. By and under the said LOI:

(i) The Promoter has inter-alia the right and obligation to develop and construct the rehab tenements **("Rehab Component")** to rehabilitate eligible slum dwellers on the said Land, in the manner as set-out therein.

(ii) An area of 1,712.07 square meters forming part of the said Land is to be handed over to the competent authority towards the widening of existing road setback reservation;

(iii) The buildable reservation on the said Land is for municipal Retail market with an area of 1,104.27 square meters.

(iv) Promoter is inter-alia vested with the rights to develop the said Land by utilization of the free sale component, fungible FSI and any additional FSI as may be increased from time to time **("Free Sale Component")** on portion(s) of the said Land, in the manner as set-out therein.

H. SRA vide its letter dated 13th April, 2017 sanctioned the amended layout plan of the said Land **("Layout Plan")**. As per the Layout Plan, the said Land is to be developed in the following manner:

(i) Two Rehab building/s **("Rehab Buildings")** are to be constructed on a portion of the said Land admeasuring 3318.77 square meters **("Rehab Land")**;

(ii) Sale building **("Free Sale Building")** is to be constructed on a portion of the said Land admeasuring 3381.36 square meters **("Free Sale Land")**. Free Sale Land is more particularly described in the Part B of the First Schedule and is hatched with red colour on the Plan annexed hereto and marked as **Annexure "1"**;

(iii) An aggregate area of 1712.07 square meters is towards setback area to be handed over to MCGM **("Set-Back Land")**;

I. Pursuant to the construction and development permissions obtained by the Promoter till date, the Promoter has duly completed the Rehab Building No. 1 comprising of 62 rehab tenements, Municipal Market towards the buildable reservation of municipal market, 1 Balwadi, 2 Sale Shops. SRA has issued Amended occupation certificate dated 13th April, 2017 in respect of the Rehab Building No. 1. With respect to the Rehab Building No. 1, the Promoter has handed over possession of rehabilitation tenements comprising 62 eligible slum dwellers in the Rehab Building No.1.

J. SRA has issued Revised Intimation of Approval dated 15th May, 2014 and Commencement Certificate dated 22nd July, 2014 (which has been re-endorsed from time to time) with respect to the Rehabilitation Building No. 2 and also approved amended plans vide letter dated 13th April, 2017. The Promoter has commenced construction of the Rehab Building No. 2 on a portion of the Rehab Land wherein approximately 280 rehab tenements (residential (rehab and sale), commercial, R/C tenements and Buddh Vihar) shall be constructed. The Promoter is in process of completing the balance rehab tenements in accordance with the terms of the said LOI and the approvals and sanctions granted in this regard.

K. SRA has issued Intimation of Approval dated 2nd December 2014 and Commencement Certificate dated 24th July, 2015 (which has been re-endorsed from time to time) in favour of the Promoter for construction of 1 (one) building i.e. Sale Building No. 3 for the utilization of the Free Sale Component. The SRA has vide approval dated 17th April, 2017 first approved the revised plans of the Free Sale Building which were later revised on 26th April 2019. As per the present revised sanctioned plans dated 22nd January 2020 of the Sale Building No. 3, the same comprises of Wing A, Wing B, Wing C and Wing D. Plans have been sanctioned for 2 basements + ground floor + 1st Podium floor + 2nd floor (part) podium and (part) residential + 3rd to 15th Upper floors for Wing A, B, C and D.

L. By and under its Letter dated 1st July, 2013 addressed by the Government of Maharashtra, State Expert and Impact Assessment Authority, the environmental clearance in pursuance of Environment Impact Assessment Notification, 2006 issued by the Ministry of Environment and Forest Department is duly accorded by utilization of an FSI to the extent of 21,711.27 square meters with admissible fungible FSI in the manner and on the terms and conditions as stated therein. The same is valid for a period of 7 (seven) years vide Office Memorandum dated 12/04/2016.

M. The said Land is affected by railway buffer zone of Central Railway Buffer boundary and therefore specific remark of the concerned authority was to be obtained for the development of the said Land. By and under a letter dated 28th March, 2014 addressed by the Central Railway Authority to the Promoter, the Central Railway Authority has issued its no objection for the development of the said Land, in the manner as stated therein.

N. By and under an NOC dated 3rd August, 2015 addressed by Airport Authority of India to the Promoter, the height clearance is accorded to an extent of 56.9 meters AMSL (i.e. 49.60 meters above the ground level), in the manner as stated therein, and the same has been revalidated upto 2nd May, 2024 vide their letter dated 17th September, 2020.

O. The Promoter is entitled to construct buildings on the said Land in accordance with the Recitals hereinabove.

P. The Promoter is undertaking the development of the said Land in a phase-wise manner.

Q. Details of the litigation pertaining to the Whole Project (as defined below) are set-out in the said Title Certificate (as defined below) hereto **("the said Litigation")**.

R. The Promoter is vested with the rights to develop the said Land in the manner stated hereinabove. The Promoter is entitled to sell the premises in the free sale building/s (by utilization of the Free Sale Component) **("Free**

Sale Building"), in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same;

S. The Promoter is entitled to develop the Free Sale Building and is constructing a mixed-use project thereon in a phased manner. The Promoter proposes to construct the following on the Free Sale Land:

(i) The Free Sale Building is a multi-storey Building comprising of residential flats and shops (including rehab / sale shops). The Free Sale Building at present comprises of 4 (Four) wings being **Wing 'A', Wing 'B', Wing 'C' and Wing 'D'**.

(ii) The Free Sale Building presently envisaged inter-alia comprises of common two basements + ground floor + 1st Podium floor + 2nd floor (part) podium and (part) residential + 3rd to 16th Upper floors for all 4 wings (A, B, C and D).

(iii) Presently, SRA has sanctioned plans for 2 basements + ground floor + 1st Podium floor + 2nd floor (part) podium and (part) residential + 3rd to 15th Upper floors for Wing A, B, C and D. However, in addition to the above, the Promoter proposes to construct one more habitable residential floor above the 15th floor i.e. 16th floor in the Free Sale Building, subject to obtainment of necessary permissions, sanctions and approvals from the concerned authorities, in that regard.

T. The development/redevelopment of the **Wing 'D'** (comprising of the 2nd Floor (part) podium and (part) Residential (excluding areas occupied by basements, ramps, podium, ground floor except rehab tenements, society office/s, Mechanical car parking system in the basements, ground floor and podium, DG backup for common areas, fitness center, swimming pool and Landscaped/Hardscaped podium RG with children's play area, etc., which forms part of the Whole Project Amenities (as defined below)) + 3rd to 16th Upper floors for Wing D) **("said Wing")** in the Free Sale Building known as Terraform Dwarka is a phase of the Whole Project (as defined below) and proposed as a **"real estate project"** by the Promoter and has been registered as a **"real estate project" ("the Real Estate Project")** with the Real Estate Regulatory Authority **("Authority")**, under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 **("RERA")** read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 **("RERA Rules")**. The Authority has duly issued the Certificate of Registration No. **P51800020666** dated **18/05/2020** for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure "2"** hereto.

U. The Allottee/s is/are desirous of purchasing a residential premises bearing No. _____ on the _____———— floor of the Real Estate Project (hereinafter referred to as the **"said Premises"**) has / have approached the Promoter and requested to allot to him/her/them the said Premises in the said Wing more particularly described in the Second Schedule hereunder written. A copy of the sanctioned floor plan with respect to the said Premises is hereto annexed and marked as **Annexure "3"** hereto.

V. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Whole Project (as defined herein below). The Allottee/s has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

W. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

(i) The said Wing is known as **Terraform Dwarka Wing D**.

(ii) The said Wing shall inter-alia comprises of the 2nd Floor (part) podium and (part) Residential + 3rd to 16th Upper floors for **Wing D**.

(iii) SRA has presently sanctioned plans 2nd floor (part) podium and (part) residential + 3rd to 15th Upper floors for the said Wing.

(iv) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, tenement/s, duplexes.

(v) Total FSI of 4090.93 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of 305.52 square meters aggregating to total FSI of 4396.45 square meters in the construction and development of the Real Estate Project;

(vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written **("Real Estate Project Amenities")**.

(vii) The common areas, facilities and amenities in the Whole Project (as defined below) that may be usable by the Allottee/s and are listed in the Fourth Schedule hereunder written **("Whole Project Amenities")**.

(viii) The Promoter shall be entitled to put hoarding/boards of their Brand Name and any other advertisement, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(ix) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clauses 11 to 14 below.

(x) SRA has issued Intimation of Approval dated 2nd December, 2014 with respect to the development of Free Sale Building on the said Land **("Free Sale Land")**. SRA has issued Commencement Certificate dated 24th July, 2015 for the development of the Free Sale Building on the Free Sale Land and the same is revalidated and re-endorsed and the same shall be further revalidated and re-endorsed from time to time. SRA has first sanctioned amended plans of the Free Sale Building on 17th April, 2017, then revised on 26th April 2019 and the present sanctioned plans are revised on 22nd January 2020. Copies of the Intimation of Approval and the Commencement Certificate are hereto annexed and marked as **Annexure "4-colly"** and **Annexure "5"** respectively.

The above details along with the annexures to the RERA Certificate, will be made available for inspection on the website of the Authority at **https://maharera.mahaonline.gov.in**.

Z. The principal and material aspects of the development of the said Land **("Whole Project")** as disclosed by the Promoter are briefly stated below-

(i) The whole project is known as **"Terraform Dwarka"**.

(ii) The area of the Free Sale Land is 3381.36 square meters which is to be developed in a phase-wise manner.

(iii) The area of the said Land is 8,412.20 square meters which is to be developed in a phase-wise manner.

(iv) Total FSI of 26,872.0 square meters is proposed to be utilized on the said Land for both Rehab and sale component built up areas.

(v) SRA has issued Intimation of Approval dated 2nd December, 2014 and Commencement Certificate dated 24th July, 2015 (which has been re-endorsed from time to time) with respect to the Free Sale Building. SRA has vide approval dated 17th April, 2017 first sanctioned the revised plans and further vide approvals dated 26th April, 2019 and 22nd January 2020 sanctioned the revised plans of the Free Sale Building.

(vi) SRA has inter-alia issued approvals as set-out in the Recitals herein.

(vii) The Allottee/s has perused a copy of the Proposed Layout Plan **("Proposed Layout")** and which is annexed to this Agreement as **Annexure "6"**, which specifies the location of the new/future/further buildings/towers/wings to be built on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Larger Land **("Proposed Potential")**, and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The copy of the Proposed Layout Plan is annexed hereto and marked as **Annexure "6"** hereto.

(viii) It is contemplated that rehabilitation of few rehab tenements shall be undertaken by the Promoter, on the Ground floor of the Free Sale Building. Further, there is a possibility of restructuring of the facilities and amenities or internal services or rehab tenements proposed on the ground floor of the Free Sale building (without reducing Common Area, Facilities and Amenities (as set-out in the Fourth Schedule)) and that the same may be re-planned or reallocated. As such the said spaces may be partially converted to commercial tenements for sale at the discretion of the Promoter. Accordingly, the Allottee/s has agreed and consented to the same.

(ix) The Whole Project Amenities are set-out in the Fourth Schedule hereunder written and the same shall be handed over to the Apex Body (as defined below).

(x) The Promoter shall be entitled to put hoarding/boards of their Brand Name and any other advertisement, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(xi) The Promoter shall be entitled to confer / cause to confer title of particular tower/wing to such Other Societies, as mentioned at Clauses 11 to 14 below.

(xii) The details of formation of the Apex Body, and, conferment of title upon the Apex Body and the Promoter with respect to the Free Sale Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Free Sale Land are set-out in the Clauses 11 to 14 below.

(xiii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the said Land to the concerned authorities or develop the same as public amenity. An area of 1,712.07 square meters forming part of the said Land is to be handed over to the competent authority towards the widening of existing road setback reservation. Further an area of 1,104.27 square meters is developed as municipal Retail market and is to be handed over to MCGM.

(xiv) The nature of development of the said Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

(xv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(xvi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part, as may be required by the applicable law from time to time.

AA. By an Unilateral Indenture of Mortgage dated 31/07/2018 made between the Promoter herein as the Borrower therein, and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No.KRL1/9235/2018, the Promoter herein has availed the loan facility and in consideration therein the Promoter herein mortgaged/charged the development rights, in the manner and on the terms and conditions therein contained.

By an Unilateral Indenture of Mortgage dated 04/02/2019 made between the Promoter herein as the Borrower therein, and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub-Registrar of Assurances at Kurla-5 under Serial No.KRL5/1612/2019, the Promoter herein has availed the loan facility and in consideration therein the Promoter herein mortgaged/charged the

development rights, in the manner and on the terms and conditions therein contained.

By an Amendatory Mortgage Deed for modification of earlier Unilateral Indenture of Mortgage dated 31/07/2018 and 04/02/2019 is made and executed on 07/09/2020, between the Promoter herein as the Borrower therein, and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, has been registered with the Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL4/6862/2020.

By an Unilateral Indenture of Mortgage dated 07/09/2020 made between the Promoter herein as the Borrower therein, and Housing Development Finance Corporation Limited (HDFC) as the Mortgagee therein, registered with the Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL4/6865/2020, the Promoter herein has availed the loan facility and in consideration therein the Promoter herein mortgaged/charged the development rights, in the manner and on the terms and conditions therein contained.

The above details and further aspects of the proposed future and further development of the said Land, are available for inspection on the website of the Authority at **https://maharera.mahaonline.gov.in ("Proposed Future and Further Development of the said Land")**.

BB. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

CC. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

DD. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the Premises to receive the sale consideration in respect thereof.

EE. The Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs. Venkatraman Associates, and of such other documents as are specified under the RERA and the Rules and Regulations made there under, including inter-alia the following:

(i) The said LOI.

(ii) The Layout Plan.

(iii) Occupation Certificate dated 13th April, 2017 for the Rehab Building No. 1 and sanctioned plans thereof.

(iv) Intimation of Approval dated 15th May, 2014 and Commencement Certificate dated 22nd July, 2014 with respect to the Rehabilitation Building No. 2 and sanctioned amended plans of the Rehabilitation Building No. 2 dated 13th April, 2017.

(v) Intimation of Approval dated 2nd December, 2014 and Commencement Certificate dated 24th July, 2015 (which has been re-endorsed from time to time) for the Free Sale Building and first sanctioned the amended plans of the Free Sale Building dated 17th April, 2017 and further approved the amended plans of the Free Sale Building dated 26th April, 2019 and on 22nd January 2020.

(vi) Letter dated 1st July, 2013 addressed by the Government of Maharashtra, State Expert and Impact Assessment Authority, whereby the environmental clearance in pursuance of Environment Impact Assessment Notification, 2006 issued by the Ministry of Environment and Forest Department is duly accorded by utilization of an FSI to the extent of 21,711.27 square meters with admissible fungible FSI in the manner and on the terms and conditions as stated therein.

(vii) Letter dated 28th March, 2014 addressed by the Central Railway Authority to the Developer, whereby the Central Railway Authority has issued its no objection for the development of the said Land, in the manner as stated therein.

(viii) NOC dated 3rd August, 2015 addressed by Airport Authority of India to the Developer, whereby the height clearance is accorded to an extent of 56.9 meters AMSL (i.e. 49.60 meters above the ground level), in the manner as stated therein.

(ix) Copies of the said Title Certificates dated 20th July, 2017 issued by M/s. Wadia Ghandy & Co., Advocates, Solicitors and Notary, certifying the right/entitlement of the Promoter is annexed and marked as **Annexure "7"** hereto **("the said Title Certificate")**;

(x) Authenticated copy of the Property Register Card of the said Land is annexed hereto as **Annexure "8"**.

FF. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and

performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

GG. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Promoter.

HH. The Promoter accordingly is in the process of commencing / commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

II. The carpet area of the said Premises is _____ square meters as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Maharashtra Real Estate Regulatory Authority. However, the net usable carpet areas of the said Premises is _____ square meters and in addition thereto is balcony area of _____ square meters.

JJ. 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.

KK. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of **Rs._____/- (_____)** and upon the terms and conditions mentioned in this Agreement **("Sale Consideration")**. Prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum of **Rs._____/- (_____)**, being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

LL. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

MM. The list of Annexures attached to this Agreement are as follows:

Annexure "1": Plan of the said Land and the Free Sale Land;

Annexure "2": Registration Certificate;

Annexure "3": Copy of the sanctioned floor plan of the said Premises;

Annexure "4-colly": Intimation of Approval;

Annexure "5": Commencement Certificate;

Annexure "6": Proposed Layout;

Annexure "7": The said Title Certificate;

Annexure "8": Property Register Card of the said Land;

NN. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.

2. The Promoter shall construct the Real Estate Project, being **Wing** D of the Free Sale Building, consisting of 2nd Floor (part) podium and (part) Residential (excluding areas occupied by basements, ramps, podium, ground floor except rehab tenements, society office/s, Mechanical car parking system in the basements, ground floor and podium, DG backup for common areas, fitness center, swimming pool and Landscaped/Hardscaped podium RG with children's play area, etc., which forms part of the Whole Project Amenities (as defined below)) + 3rd to 16th Upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the SRA and / or other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written.

3. Purchase of the Premises and Sale Consideration:

   (i) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s; the Premises No. _____ of the _____ type

admeasuring _____ square meters carpet area as defined under the Provisions of RERA and calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Maharashtra Real Estate Regulatory Authority (however, the net usable carpet areas of the said Premises is _____ square meters and in addition thereto is balcony area of _____ square meters) on the _____———— floor in the said Wing i.e. the said Premises, as more particularly described in the Second Schedule and as shown in the floor plan annexed and marked **Annexure "3"** hereto, at and for the consideration of **Rs._____/- (_____)** i.e. the Sale Consideration. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the Fifth Schedule hereto.

(ii) The Allottee/s has paid before execution of this Agreement, a sum of **Rs._____/- (_____)** as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration of **Rs._____/- (_____)** in the following manner:

S N	Milestone for Payment	% of Consid -eration due	Amount (Rs.)
1	Upon Registration of this Agreement for Sale	45% -Less paid	**Rs./-**
2	on completion of the 1st slab of the said Wing	4%	**Rs./-**
3	on completion of the 3rd slab of the said Wing	4%	**Rs./-**
4	on completion of the 5th slab of the said Wing	4%	**Rs./-**
5	on completion of the 7th slab of the said Wing	3%	**Rs./-**
6	on completion of the 9th slab of the said Wing	3%	**Rs./-**
7	on completion of the 11th slab of the said Wing	3%	**Rs./-**
8	on completion of the 13th slab of the said Wing	2%	**Rs./-**

9	on completion of the Terrace Slab of the said Wing	2%	**Rs./-**
10	on completion of the masonry and internal plaster of the said Wing	3%	**Rs./-**
11	on completion of the external plaster of the said Wing	2%	**Rs./-**
12	on completion of the internal plumbing of the said Wing	3%	**Rs./-**
13	on completion of the flooring and tiling work of the said Wing	2%	**Rs./-**
14	on completion of the doors and window of the said Wing	3%	**Rs./-**
15	on completion of the external plumbing and sanitary ware for the said Wing	2%	**Rs./-**
16	on completion of the electrical work	2%	**Rs./-**
17	on completion of the pump room installation	2%	**Rs./-**
18	on completion of the mechanical parking installation	2%	**Rs./-**
19	on completion of the Elevator installation for the said wing	2%	**Rs./-**
20	on completion of the S.T.P & CP fitting installation for the said Wing	2%	**Rs./-**
21	on completion of the Cleaning and Handover of the said premises on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project	5%	**Rs./-**
	TOTAL		**Rs./-**

(iii) The Promoter may allow, in its sole discretion, offer a rebate for early payments of any installments payable by the Allottee/s by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not be subject to any revision/withdrawal, once agreed by the parties herein.

or

(iii) On request of the Purchaser the Owner/s has allowed a rebate of Rs._____/- for early payments of certain installments payable by the Purchaser/s by discounting such early payments at a

mutually agreed rate or amount, for the installment which is being preponed. This amount of such mutually agreed rebate shall not be subject to any revision/ withdrawal, once agreed by the parties herein.

(iv) The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Clause 3(ii) above (the payment at each stage is individually referred to as **"the Installment"** and collectively referred to as **"the Installments"**). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract.

(v) The payment by the Allottee/s in accordance with the Clause 3(ii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(vi) The Allottee/s is/are aware that the amount of Sale Consideration as set out in Clause No. 3(i) hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including *inter alia* Goods and Service Tax (hereinafter collectively referred to as "the Indirect Taxes"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the Indirect Taxes on the transactions as contemplated under this Agreement for sale of the said Flat/Shop/Unit by the Promoter to the Allottee/s. The Allottee/s agree/s and undertake/s that the same is payable by the Allottee/s and that the Promoter is not liable to bear and/or pay the same. Therefore, the Allottee/s hereby irrevocably agree/s and undertake/s to pay the applicable amounts for the Indirect Taxes to the Promoter or the concerned authorities (if so directed by the Promoter) within a period of 7 (seven) days from the date of the Promoter calling upon the Allottee/s to do so,

without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

It is hereby further agreed that in addition to the said Indirect Taxes, in the event of any additional amount/s becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax, levy, charges, etc. by whatever name called (whether applicable at the time of execution of the this Agreement for Sale and/or any time hereafter) to any authority or to the State Government or to the Central Government (save and except the Income Tax on the income of Promoter), arising out of or in connection with transaction contemplated hereby, the Allottee/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same.

(vii) In the event if the applicable legislation permits an option to the Promoter to opt for a particular type of computation for the purposes of applicability of the Indirect Taxes, then and in such an event, the Promoter shall be free and entitled to opt for any permissible computation or avail of any scheme (as may be available) for the purposes of computation of such Indirect Taxes and the Allottee/s shall not object to the same.

(viii) Non-reimbursement/Non-payment of the said Indirect Taxes and other amounts mentioned in this Clause No. 15, 16 and 19 (xvi)(b) by the Allottee/s shall be deemed to mean non-payment of the amount towards the Sale Consideration to the Promoter and the consequences as mentioned in Clause No. 6 (as applicable) hereof shall apply.

(ix) In the event if any rebate or credit or set off is available to the Promoter of any amounts paid by the Promoter or the Allottee/s against the payment of the Indirect Taxes, then and in such an event, the Promoter shall, solely and exclusively be entitled to such credits or rebates. The Promoter may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Promoter shall not be liable to pass on the benefit thereof to the Allottee/s. Therefore, the Allottee/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Indirect Taxes to the Promoter or the concerned authorities within a period of 7 (seven) days from the date of the Promoter calling upon the Allottee/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.

(x) It is further agreed by and between the Parties that the Allottee/s have negotiated the Sale Consideration (as set out in Clause No. 3(i) hereto) with the Promoter having regards to the set-off/tax credit that may be available or be hereafter made available to the Promoter and after taking into consideration that such tax set-off or tax credit (by whatever name called) is or shall be available to the Promoter. Thus, in the event if that such tax set-off or tax credit (by whatever name called) is or shall be available to the Promoter with regard to any of the Indirect Taxes, then the Promoter shall solely be entitled to claim the same and be solely entitled to the benefit of such tax set-off or tax credit and it is agreed and clarified that the Sale Consideration and the instalments thereof as mentioned in this Agreement for Sale are arrived at after taking into account and considering that the Promoter shall be entitled to claim and be solely entitled to the benefit of such tax set-off or tax credit.

(xi) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.

(xii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s; which shall only be applicable on subsequent payments.

(xiii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit

of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five), 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 Allottee/s beyond the defined limit of 3%,; the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee/s; as the case may be, under this Clause 3(i), shall be made at the same rate per square meter as agreed in Clause 3(i) above.

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

(xv) In addition to the carpet areas of the said Premises, there are certain constructed areas such as balconies, if any, and shown in blue colour hatch lines on the plan annexed hereto and marked as **Annexure "3"** (hereinafter referred to as **"the Additional Areas"**). The Additional Areas shall be exclusive to the said Premises. The carpet area of the said Premises and the Additional Areas are hereinafter collectively referred to as **"the Aggregate Areas"**.

(xvi) In addition to the Aggregate Areas, there are certain common areas and facilities such as the lobby, refuge areas, staircases, corridors, passages, amenity areas, service areas etc., in the Free Sale Building, the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises and to be determined on the completion of the Free Sale Building.

(xvii) The common areas, facilities and amenities in the said Wing that may be usable by the Allottee/s are listed in the Third Schedule hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s are listed in the Fourth Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written.

(xviii) The Allottee/s is/are further desirous of using for himself/herself/his visitors/guests, _____ (_____) parking spaces/slots being stack in the basement of the Free Sale Building and/or on the Free Sale Land, as the case may be, (**"the said Car Parking Space"**). Acceding to

the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allot to the Allottee/s without any consideration, the right to use the said Car Parking Space for himself/herself/his visitors/guests on the terms and conditions hereinafter appearing. The Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the Apex Body (as the case may be) and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter and / or the Apex Body, as the case may be. The said Car Parking Space shall include parking for the Allottee/s guests / visitors. It is clarified that the said Car Parking Space includes the mandated reserved area of car parking for the visitors/guests of the said Wing as per applicable laws. The Allottee agrees and confirms that he shall not raise any objection to the designations/selections of parking done / to be done by the Promoter for other Allottee/s in the said project and accepts the designation of the said Car Parking/s allotted to the Allottee/s.

OR

(xviii) The Allottee/s is/are further not desirous of using for himself/herself/his visitors/guests, parking spaces/slots being either single bay/stack /Mechanical (as may be determined by the Promoter) in the basements/ Podium / Stilts of the Free Sale Building and / or on the Free Sale Land, as the case may be, (**"the said Car Parking Space"**). The waiver of entitlement to the use of car parking space is in light of the request letter dated **__/__/20__** received from the Allottee/s and attached herewith.

(xix) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises. The Sale Consideration is only in respect of the said Premises. The Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and the said Car Parking Spaces and that the Additional Areas and the common areas shall be allowed to be used free of cost and the said Car Parking Spaces, without any price or consideration.

(xx) 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 SRA at the time of sanctioning the said plans or thereafter and shall, before handing over possession

of the Premises to the Allottee/s; obtain from the SRA, the Occupation Certificate or Completion Certificate in respect of the said Premises.

(xxi) Time is of the essence for the Promoter as well as the Allottee/s; The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written. Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

(xxii) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter set out in the Second Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the Second Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Second Schedule shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the Second Schedule) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.

(xxiii) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.

(xxiv) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter, failing which the Allottee/s will be liable to pay Interest Rate (defined below) on such balance amounts from date of default until date of payment thereof.

(xxv) In case the transaction being executed by this agreement between the promoter and the allottee 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/ both, as the case may be, in accordance with the agreed terms of payment.

(xxvi) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.

4. FSI, TDR and development potentiality with respect to the said Wing on the Land:

(i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in the Recitals above and as depicted in the layout plans, proformas and specifications at Annexure “6” hereto and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said Land/ Whole Project:

(i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the said Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above and as depicted in the layout plans, proformas and specifications at **Annexure "6"** hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

(ii) If any TDR / FSI (by whatever name called) is generated from the Whole Project, the same shall solely and absolutely vest in Promoter and the Promoter shall be entitled to deal with the same in the manner it deems fit.

6. Possession Date, Delays and Termination:

(i) The Promoter shall give possession of the Premises to the Allottee/s on or before the date set out in the Second Schedule hereunder written **("Possession Date")**. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

(a) Any force majeure events;

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority or by any other authority;

(d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following:

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**"Interest Notice"**), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date **("the Interest Rate")**, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter **("Allottee/s Termination Notice")**. On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Parking Space/s and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or allot the said Car Parking Space in the manner it deems fit and proper.

(iii) In case if the Allottee/s elects his remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b) above.

(iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Promoter, any of the following

events shall constitute an event of default of the Allottee/s **("Events of Default")**:

(a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);

(b) the Allottee/s committing three defaults of payment of installments of the Sale Consideration,

(vi) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s **("Default Notice")**, by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s **("Promoter Termination Notice")**, by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

(viii) On the termination and cancellation of this Agreement in the manner as stated in Clause 6(vii) above:

(a) The Promoter will be entitled to forfeit the following amounts **("Damages")** as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty:

i. an amount equivalent to 10% (ten per cent) of the Sale Consideration together with applicable taxes thereon;

or

ii. in case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to 15% (fifteen per cent) of the Sale Consideration together with applicable taxes thereon

(b) The Promoter will refund the balance, without interest only after (a) deducting and / or adjusting from the balance amounts, Service Tax, VAT, GST and / or any other amounts due and payable by the Allottee/s and / or paid by the Promoter in respect of the Sale Consideration and (b) the said Premises has been sold to a new purchaser and all the amounts including the due and payable consideration at that point in time in respect thereof has been received by the Promoter from the new purchaser and also simultaneously with the execution of the necessary deeds, document and writings, if any required by the Promoter, in respect of such cancellation of the said Premises. However, any profits or benefits arising from the sale of the said Premises to the new purchaser shall be to the account of the Promoter.

(c) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

7. Procedure for taking possession:

(i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee/s of the all requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing **("Possession Notice")**. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

(ii) The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoter as per Clause 7(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter/Society.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land. Until the Society is formed and the Society Conveyance (defined below) is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution of **Rs._____/- (_____)** per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

8. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s; the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or in the said Wing 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 RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project.

9. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee/s shall use the said Car Parking Space only for purpose of parking vehicle.

10. Facility Manager

(i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Land and / or the Free Sale Land / the Free Sale Building and amenities and facilities specified herein below, such decision shall be final and binding until the lease deed in respect of the Free Sale Land is executed in favour of the Apex Body. Thereafter, subject to the provisions of the Clause 10(ii) below, the Society and / or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of the said Wing and / or the Free Sale Land / the Free Sale Building and amenities and facilities specified herein below or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Society and / or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and / or the Apex Body, as the case may be, commits default, the Promoter (may at its option, without being obliged to) shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Wing and /or the Free Sale Land / the Free Sale Building and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person **("Facility Manager")** to manage the operation and maintenance of the Free Sale Building, common amenities and facilities on the said Land after the completion of the development of the said Land and / or the Free Sale Land. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the

residents/ Allottee/s / occupiers of the premises in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Wing shall be borne and paid by the Allottee/s of the units / premises in the said Wing alone;

(iii) The Promoter shall have the right to designate any space on the Free Sale Land and/or the Free Sale Building or any part thereof to third party Facility Manager for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Free Sale Building.

(iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Free Sale Land and/or the said Land and Free Sale Building and / or the said Wing.

11. Formation of the Society and Other Societies:

(i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the said Wing, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under, read with RERA and the RERA Rules.

(ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules there under and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members **("the Society")**.

(iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all allottees of flats and premises in the said Wing as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

(vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(viii) Upon 51% of allottees of premises/units in the other real estate projects/wings to be developed on the Free Sale Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under, read with RERA and the RERA Rules **("Other Societies")**. The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Free Sale Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under and the RERA and RERA Rules.

(ix) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a)

any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.

12. Conveyance to the Society and Other Societies:

(i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Real Estate Project with the common areas, facilities and amenities described in the Third Schedule hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society **("Society Conveyance")**. The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

(ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project or portions thereof.

13. Formation of the Apex Body:

(i) Within a period of 3 months of obtainment of the full Occupation Certificate of the last wing constructed in the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made there under, read with RERA and the RERA Rules **("Apex Body")**.

(ii) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing,

drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

14. Title of the Free Sale Land to the Apex Body:

(i) The overall scheme of the development of the said Land including the Free Sale Land is being carried out under the provisions of Rule 33(10) of the DCR as a Slum Rehabilitation Scheme and such other provisions of the DCR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR from time to time. The Free Sale Land is owned by the MCGM. Accordingly, the Free Sale Land shall be leased by the MCGM in favour of the Apex Body, in accordance with the applicable law, as may be prevailing from time to time. Nature of title of the Free Sale Land which the Promoter will give / cause to be given to the Apex Body, as the case may be, shall be only lease of the Free Sale Land in favour of the Apex Body together with the obligation on the Apex Body to manage and administer the common area and infrastructures subject to terms and conditions of this Agreement. The Apex Body shall be the lessee of the Free Sale Land.

(ii) Within a period of 3 (three) months of registration of the Apex Body:

(a) The Promoter shall also execute/cause to be executed an Indenture whereby the Promoter shall lease/cause to be leased to the Apex Body all areas, spaces, common areas, facilities and amenities (other than rehab tenements in the Free Sale Building) in the Free Sale Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body and the same are more particularly described in the Fourth Schedule hereunder.

(b) The Promoter and Apex Body shall make necessary applications of execution and registration of an Indenture whereby the lease of the Free Sale Land shall be granted to the Apex Body **("the said Lease Deed")**.

(iii) The Apex Body and the Promoter shall be required to join in execution and registration of the said Lease Deed. The costs, expenses, charges, levies and taxes on the said Lease Deed and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body. Post the execution of the said Lease Deed, the Apex Body shall be responsible for the operation and management and/or supervision

of the Free Sale Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

15. The Allottee/s shall, before delivery of possession of the said Premises in accordance with Clauses 7(i) and 7(ii) above, deposit the following amounts with the Promoter:

Particulars	Amount (Rs.)
Share Money, **Application Entrance Fee** of the Society and Apex Body, plus applicable tax	**Rs._____/-**
Formation and Registration of the Society and Apex Body, plus applicable tax	**Rs._____/-**
Proportionate Share of Taxes and other charges/levies in respect of the Society and Apex Body for 12 months, plus applicable tax	**Rs._____/-**
Water, Electricity, and other Utility and Services connection charges, plus applicable tax	**Rs._____/-**
Fitness Center Membership Fees, plus applicable tax	**Rs._____/-**
Development Charges, plus applicable tax	**Rs._____/-**
Infrastructure Charges, plus applicable tax	**Rs._____/-**

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter.

16. The Allottee/s shall pay to the Promoter a sum of **Rs._____/- (Rupees _____ Only)** plus applicable tax for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Conveyance, the said Lease Deed and other deeds, documents and writings.

17. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid

amenities and conveniences may be common and the Allottee/s along with other allottees of flats/units/premises in the Real Estate Project and/or on the Free Sale Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of flats/units/premises in the Real Estate Project or the Free Sale Building shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land.

18. Representations and Warranties of the Promoter:

(i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

(a) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Whole Project;

(b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

(c) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;

(d) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project and common areas;

(f) 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;

(g) 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 Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(i) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Third Schedule hereunder written to the Society;

(j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;

(k) 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s;

19. The Allottee/s; with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby agrees and covenants with the Promoter as follows:

(i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of 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 own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s of the said Premises 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 Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Wing in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Wing in which the said Premises is situated 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 Premises without the prior written permission of the Promoter and/or the Society;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(vi) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Wing and / or the Free Sale Building.

(vii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

(viii) Not to change the user of the said Premises without the prior written permission of the Promoter and/or Society;

(ix) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and / or Additional Areas or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

(x) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body 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 Wing and / or the Free Sale Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Apex Body

regarding the occupancy and use of the said Premises in the Real Estate Project and / or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xi) 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 Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xii) Till the execution of the said Lease Deed is executed in favour of the Apex Body, 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 Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xiii) The said Wing is currently known as Terraform Dwarka Wing D and the Promoter shall be entitled to formally name / re-name the said Wing at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.

(xiv) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all allottees of the flats and premises of the said Wing, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Wing and / or the Free Sale Building. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the Fifth Schedule hereto. The Allottee/s hereby agrees, declares and confirms that the said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it. The Promoter shall not be liable, required and / or obligated to

provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the said Wing.

(xv) The Allottee/s agrees and covenants that the Allottee/s and / or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out rules to be prepared by the Developer in this regard **("Fit-Out Rules")**. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity up to the said Premises and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirms that no structural changes and / or structural alterations of any nature whatsoever shall be made by the Allottee/s.

(xvi) The Fit-Out Rules may inter-alia comprise of the following (which the Allottee/s doth hereby agree, acknowledge and declare):

(a) The Allottee/s shall submit full-fledge drawings with all specifications before starting interior work of the said Premises and written approval/NOC shall be obtained from the Promoter.

(b) The Allottee/s shall pay as a Security Deposit an amount of **Rs._____/- (Rupees _____ Only)** as interest free fit-out deposit for carrying out interior work in the said Premises, etc. and to ensure that there is no damage to the said Premises or any damage to any other part of the said Building/facilities, amenities etc. whatsoever, before taking possession of the said Premises, from the Promoter.

(c) The said deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoter's NOC to the Allottee/s.

(d) Forthwith upon completion of the interior work of the said Premises and the said Project Architect issuing a Certificate that no damage to the said Premises or any damage to any other part of the said Building/facilities, amenities etc. whatsoever has been caused due to interior work carried out in the said Premises by the Allottee/s, the Promoter shall refund the said Deposit at the time of handing over of the said Building to the Adhoc Committee and/or to the Society subject to the terms set out in this Agreement, after deducting from the said interest free fit-out deposit all such amounts in respect of damages, if any, caused to the said Premises or any damage to any other part of the said

Building/facilities, amenities etc. whatsoever that has been caused due to interior work carried out in the said Premises by the Allottee/s.

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

(xviii) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Wing in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.

(xix) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Wing and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.

(xx) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Wing and not cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC

partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Wing or do any act to affect the FSI potential of the said Property and / or the Free Sale Land and / or the said Land.

(xxi) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Wing on account of such renovation / repair.

(xxii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and / or the Apex Body, as the case may be, and of the SRA, the MCGM and other concerned authorities.

(xxiii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises /Building in any manner whatsoever.

(xxiv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Free Sale Land and the said Wing.

(xxv) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Free Sale Land and / or the Free Sale Building and / or the said Wing in which the said Premises is situated or whereby an increased premium shall become payable in respect of the insurance.

(xxvi) To abide, observe and perform all the rules and regulations which the Society and / or the Apex Body may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Wing and / or the Free Sale Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and / or the Apex Body regarding the occupation and use of the said Premises in the said Wing on the Free Sale Land and the Allottee/s

shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxvii) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Facility Manager and / or by the said Society and / or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the said Wing and / or the Free Sale Building and / or the Free Sale Land and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises.

(xxviii) The Allottee/s shall never in any manner enclose any flower beds / planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas, if any. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

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

(xxx) Shall not display at any place in the said Wing any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Wing or common area therein or in any other place or on the window, doors and corridors of the said Wing.

(xxxi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Wing or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in

such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

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

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

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

(xxxv) The Allottee/s is aware and acknowledges that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Wing and the Allottee/s undertakes that it shall not be entitled to raise any objection with respect to the same.

(xxxvi) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work/balance of the other phases of the said Wing with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct in the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/them/it. The Promoter shall endeavor to

minimise the cause of nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xxxvii) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Free Sale Land.

(xxxviii) The Promoter shall be entitled to construct site offices/sales lounge in the Free Sale Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Free Sale Land or any portion thereof is leased to the Society or to the Apex Body, as the case may be, until the entire development on the Free Sale Land / the said Land is fully completed.

(xxxix) Subject to the provisions of RERA, the Promoter has informed the Allottee/s that the Promoter in order to develop the said land or otherwise, may enter into joint venture agreements or development manager agreements or any other agreements, documents and/or writings, with any third parties, upon such terms and conditions, as the Promoter in their absolute discretion may think fit and proper, without any reference, to the Allottee/s and the Allottee/s has accorded his irrevocable consent in respect thereof.

20. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "Utilities" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

21. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Wing and / or the Free Sale Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and / or such professional agency.

22. The Allottee/s hereby nominates the persons as set out in the Second Schedule **("the said Nominee")** as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Premises shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

23. It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the said Land and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration as set-out herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

24. The Allottee/s hereby represents and warrants to the Promoter that:

(i) he/she/they/it is/are not prohibited from acquiring the said Premises and said Car Parking Space/s under any applicable law or otherwise;

(ii) he/she/they/it has/have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/or ordered to be wound up or dissolved, as the case may be;

(iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/their/its assets and/or properties;

(iv) none of his/her/their/its assets/properties are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his/her/their/its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;

(vi) no execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their/its assets and properties;

(vii) he/she/they has/have not compounded payment with his/her/their/its creditors;

(viii) he/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) he/she/it/they is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the project and/or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

25. It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

26. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Car Parking Space or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises and the said Car Parking Space/s hereby agreed to be allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the said Lease Deed, as the case may be.

28. Mortgage or creation of charge:

(i) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / lien of or on the said Premises, the Promoter shall have the first

and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

(ii) The Allottee/s agrees, acknowledges and undertakes that the Promoter has availed facility more particularly described in clause AA herein above and is entitled to obtain loans from various banks and/or financial institutions (including but not limited to obtainment of finances, financial assistance, facilities, construction finance, etc.,) and create such securities with respect to any and all their right, title benefits and interest in the said Project or any part thereof, as may be solely decided by the Promoter, and the Allottee/s takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Allottee/s agrees and undertakes to the same and further agrees that the Allottee/s shall not create any encumbrances over the said Premises till such time an NOC in writing is received from such banks and financial institutions. Payments in relation to purchase of flats / units need to be deposited by way of cheque drawn in favour of **"Money Magnum Nest Private Limited Master Collection Escrow Dwarka D"** with HDFC Bank Ltd., S. T. Road, Chembur Branch.

(iii) After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Premises.

29. Binding Effect:

(i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Installments at Clause 3(ii) above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or 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; 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.

30. Entire Agreement:

(i) 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

31. Right to Amend:

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

32. Provisions of this Agreement applicable to Allottee/s subsequent allottee/s:

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

33. Severability:

(i) If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this 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 RERA or the Rules and Regulations made there under 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.

34. Method of calculation of proportionate share:

(i) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

35. Further Assurances:

(i) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

36. Place of Execution:

(i) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s; in Mumbai City, 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.

37. Notices

(i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the Second Schedule. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s; as the case may be.

(ii) All Letters, Circulars, Receipts and/or Notices that will be served on the Purchaser/s / Allottee/s shall be deemed to be valid Documents only if issued on the Letterhead of the Owner/Promoter and signed by either of the following two representatives of the Owner/Promoter or one the Partners of the Owner/Promoter:

Name and Specimen Signature of Representative	
Mr. Chintan Shah	Mr. Uday Mota

Letters, Circulars, Receipts and/or Notices signed by any other personnel shall not be considered valid Official Documents issued by the Owner/Promoter.

38. Joint Allottee/s:

(i) That in case there are Joint Allottees 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 Joint Allottees.

39. Stamp Duty and Registration:

(i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

(ii) The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter's authorized representative will attend such office and admit execution thereof.

40. Dispute Resolution:

(i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, there under.

41. Governing Law:

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

42. Permanent Account Number

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

43. Interpretation:

(i) In this Agreement where the context admits:

(a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

(b) any reference to the singular shall include the plural and vice-versa;

(c) any references to the masculine, the feminine and the neuter shall include each other;

(d) any references to a **"company"** shall include a body corporate;

(e) the word **"Business Day"** would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(f) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

(g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(h) the expression **"the Clause"** or **"this Clause"** shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(j) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(k) the words **"include"**, **"including"** and **"in particular"** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(l) references to a person (or to a word importing a person) shall be construed so as to include:

i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other

governmental body (whether or not in each case having separate legal Personality/ separate legal entity);

ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

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

IN WITNESS WHEREOF 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:
PART A
(Description of the said Land)

All those pieces and parcels of land or ground admeasuring 8412.20 square meters or thereabouts and comprising of (i) land admeasuring 7,363.30 square meters and bearing Old Final Plot No. 274(part), New Final Plot No. 274A(Part) of Town Planning Scheme No.– III and corresponding to C. T. S. No. 5808 (part) Village Ghatkopar-Kirol, Taluka Kurla and (ii) land admeasuring 1,048.90 square meters forming part of the existing 18.30 meters wide Jawahar Road on the North of the Final Plot No. 274A (part), lying, being and situate at Jawahar Road, Damji Compound, Patel Chowk, Ghatkopar (E), Mumbai – 400 077 and bounded as follows:

On or towards West : Land bearing F. P. Nos. 273B/1 & 2, 273A/1 & 3;

On or towards East : Existing 9.15 meters wide Road;

On or towards North : Railway land and 9.15 meters wide Road; and

On or towards South : Existing 18.30 meters wide Road known as A. S. Gawde Marg & existing Fish Market land bearing F.P. No. 274A(part)

PART B

(Description of the Free Sale Land)

All that piece and parcel of land admeasuring 3381.36 square meters situated at Damji Compound, Patel Chowk, Jawahar Road, Opp. Ghatkopar Railway Station, Ghatkopar (East), Mumbai – 400 077 in the Registration District and Sub-District of Mumbai Suburban and bearing C. T. S. No. 5808 (part) and Final Plot No. 274A (part) of Town Planning Scheme – III of Village Ghatkopar-Kirol, Taluka Kurla, Ghatkopar (East), Mumbai and bounded as follows:

On the East by : Existing 9.15 meters (30 feet) wide Road Known as Dr. Datta Samant Marg (Station Road);

On the West by : Adjoining Plot bearing Final Plot No. 273B/1, 273B/2;

On the North by : Existing 60 feet wide Road known as Jawahar Road; and

On the South by : Rehab plot bearing CTS No. 5808(part) and Final Plot No. 274A(part).

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of the Terms and Expressions)

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. _____ admeasuring having carpet area of _____ square meters as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Maharashtra Real Estate Regulatory Authority, on the _____ floor in the said Wing. However, the net usable carpet areas of the said Premises is _____ square meters and in addition thereto is balcony area of _____ square meters
2.	The Sale Consideration	**Rs._____/-** **(_____)**
3.	Name of the Account for payment of Sale Consideration	**"Money Magnum Nest Private Limited Master Collection Escrow Dwarka D"** **A/C No. 57500000227023** **with HDFC Bank Ltd.,** **S. T. Road Chembur Branch** **IFSC Code: HDFC0000425**

4.	Possession Date	On or before _____.
5.	The said Nominee	Name :_____ Relationship with Allottee/s : _____ Address of Nominee : _____ _____
6.	Name, address and email of the Allottee/s for the purposes of this Agreement	_____ _____ _____ _____ _____ _____ _____ _____ Email id: _____ _____
7.	Name, address and email of the Promoter for the purposes of this Agreement	**Money Magnum Nest Private Limited** Godrej Coliseum, A Wing-1301, 13th Floor, Behind Everard Nagar, Off Eastern Express Highway, Sion (East), Mumbai – 400 022. Email id : **service@terraformrealty.com**
8.	Permanent Account Number	Promoter's PAN : **AAACE8257C** Allottee/s PAN : _____ _____ _____ _____
9.	Architects for the development of the Free Sale Land	**M/s. Venkataramanan Associates**
10.	RCC Consultants	**H. M. Raje Structural Consultants Pvt. Ltd.**

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Common Areas, Facilities and Amenities in the Real Estate Project)

a. Staircase

b. Lift lobby

c. Lifts (M/s. Johnson/Thyssenkrupp/Kone Elevators or equivalent brands)

d. Smoke detectors in common areas (Rs.1450/- per detector)

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the Common Areas, Facilities and Amenities in the Whole Project)

a. 2 Basements,

b. Ramps,

c. Ground floor except rehab tenements

d. Podium,

e. Society office/s,

f. Mechanical car parking system in the basements, ground floor and podium

g. DG backup for common areas (Kirloskar/Cummins or equivalent),

h. CCTV in common areas (Rs. 2000/- per camera),

i. Fitness Center,

j. Swimming Pool, and

k. Landscaped/Hardscaped podium RG with children's play area.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Amenities in the said Premises)

1. Vitrified tiles in Living room, bedroom, kitchen and passage (Kajaria/Asian/NITCO/ Johnson/Ajanta or equivalent)

2. Wooden flooring in master bedroom (Flooring Rs. 65/- per sq. ft.)

3. Tile Flooring and Dado in toilets & kitchens (Kajaria/Asian/NITCO/ Johnson/Ajanta or equivalent)

4. W.C. (Hindware/CERA or equivalent brands) and flush tank with fittings and Shower (Jaguar or equivalent brands) with fittings.

5. Powder coated/Anodized Aluminium Windows

6. Wash basin (Hindware/CERA or equivalent brands) with fixtures.

7. Kitchen platform with SS sink (Nirali/Diamond brand or equivalent)

8. Main door with mortise lock (Godrej/Sobert brand or equivalent) - polished / painted from inside & outside.

9. Gypsum Finish

10. Internal walls with quality paint (ICI/Asian/New World brand or equivalent).

11. Modular type electrical switches / sockets (Bajaj/GM/Anchor brand or equivalent)

12. One UV Water purifier (Alfa or equivalent)

13. Video Door phone (Rs. 5000/- per video door phone)

14. Intercom facility (Rs. 400/- per handset)

SIGNED SEALED AND DELIVERED by the within named "Promoter" i.e. MONEY MAGNUM NEST PRIVATE LIMITED by the hands of its Director Mr. Nainesh K. Shah in the presence of…

SIGNED AND DELIVERED)

by the within named the **Promoter**)

M/s. Money Magnum Nest Pvt. Ltd.) ***M/s. Money Magnum Nest Pvt. Ltd.***

by the hand of its authorized Director) Photo

)

Mr. Nainesh K. Shah)

) ***Director***

in the presence of the) Left Hand Thumb Impression

following witnesses…)

(i) Signature:)

Name:)

Address:)

(ii) Signature:)

Name:)

Address:)

SIGNED AND DELIVERED)

by the within named **Purchaser**) Photo

)

_____)

in the presence of the) Left Hand Thumb Impression

following witnesses…)

i. Signature:)

Name:)

Address:)

ii. Signature:)

Name:)

Address:)

)

_____)

in the presence of the)

following witnesses…)

i. Signature:)

Name:)

Address:)

ii. Signature:)

Name:)

Address:)



Left Hand Thumb Impression

Photo

R E C E I P T

RECEIVED from _____ _____ _____ _____ _____ _____ _____ a sum of **Rs._____/- (_____)** details as follow:-

Cheque Date	Cheque No.	Drawn on Bank	Cheque Amount
Total			**Rs._____/-**

Witness: For **M/s. Money Magnum Nest Pvt. Ltd.**

1.

2. Authorised signatory / Director

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51800020666**

Project: ***Terraform Dwarka - Wing D****, Plot Bearing / CTS / Survey / Final Plot No.:****5808Pt corr final plot no274A Pt of TPS III of Ghatkopar Kirol Adj 60ft wide Jawahar Rd at North*** *at* ***Kurla, Kurla, Mumbai Suburban, 400077****;*

1. **Money magnum nest pvt ltd** having its registered office / principal place of business at *Tehsil:* ***Kurla****, District:* ***Mumbai Suburban****, Pin:* ***400022***.
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR
     That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
   - The Registration shall be valid for a period commencing from **30/04/2019** and ending with **30/06/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid



Dated: **18/05/2020**
Place: **Mumbai**

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority