AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made at Mumbai this …… day of March, Two Thousand and Twenty Three.

BETWEEN

M/S. INFINITY NARAYANI ASSOCIATES (Formerly known as M/s. SIROYA CONSTRUCTIONS), a partnership firm registered under the provisions of the Partnership Act, 1932 and having its principal place of business at 43, Sunvilla, Yashodham, General A. K. Vaidya Marg, Goregaon (East), Mumbai 400 064 (hereinafter referred to as the "**Promoter**" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, and administrators of the last surviving partner) of the **FIRST PART**;

AND

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

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

WHEREAS:

A. The manner in which the Promoter has acquired development rights from 1. Mr. Shyamsunder Makharia & 2. Mr. Madhusudan Makharia (both Joint

Lease Holders)under Development Agreement dated 2nd March 2005, Supplementary Agreement dated 29th August 2007 and Power of Attorney dated 25th July 2007(Development Agreements) **AND** Development **NOCs** from Shree Rajasthan CHS Ltd (Land Owners); with respect to the said land i.e. Plot No. 52 bearing C.T.S. No. 317, 317/1-317/5 which is more particularly set out in the Title Certificate issued by the Promoter's Advocate is hereto annexed as Annexure 6.

B. The Promoter is undertaking/implementing the development/re-development of all those pieces and parcels of land being plot no. 52 admeasuring 638.84 square meters in the layout of Shree Rajasthan CHS Ltd; and bearing. CTS Nos. 371,317/1 to 317/5; including the Ground + two storey building strucutre known as Narayani Bhuvan, situated at J.B. Nagar, Village-Kondivite, Off. Andheri Kurla Road, Andheri East, Mumbai – 400 059 "**The Land"** under the provisions of Development Control and Promotion Regulation for Greater Mumbai, 2034 ("**DCPR**") ("**the said Scheme**") in Phase wise manner.

C. The Promoter submitted redevelopment proposal in the M.C.G.M for the redevelopment of the said Land and eventually the M.C.G.M has issued Intimation of Approval (I.O.D.) dated 5th August 2019 bearing no. P-2727/2019/(317)/K/Eward/KONDIVATE/IOD/1/New and Commencement Certificate(C.C.) dated 29th March 2023 bearing no. P-2727/2019/(317)/K/Eward/KONDIVATE/CC/1/New("**The Permissions")**. A copy of the said IOD & C.C (thePermissions), is annexed to this Agreement as **Annexure "1"**

D. Under the said development agreements, the Promoter inter-alia has the rights and obligations to develop and construct rehab tenements for the rehabilitation of the existing tenants, commercial and residential ("**Rehab Component**") and also right to develop and construct free sale component ("**Free Sale Component**") on **"the said Land**"), as may be decided by the Promoter subject to necessary approvals, permissions granted from time to time in accordance with DCPR 2034 as amended from time to time.

E. The Promoter is vested with the right to develop the said Land in the manner stated in the Development Agreements and Nocs granted by the Land Owners. The Promoters are entitled to sell the premises of the free sale components(to be constructed on the said Land by exploiting the maximum plot potential upon utilization of the TDR, Premium FSI, Fungible F.S.I or any other entitlement as may be available and permitted) ("**Free Sale Units**"), in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same.

F. The Promoter is constructing the Free Sale Commercial/Restaurant and Residential Units by utilization of full plot potential including Loading TDR, Premium FSI, Fungible FSI in the phase-wise manner and the Promoter is

proposing to construct and develop Composite Building comprising of one building consisting of Ground floor + 12 or more upper floors and adjoining Parking Tower for parking of vehicles. The Promoter may shift the Society office and gym area which is presently proposed on the 1st level in the I.O.D plan to any other floor or on the terrace floor of the building. The Allottee acknowledges the same and grants its no objection for the same.

G. The Allottee acknowledges and confirms that the Promoters propose to construct the Building in accordance with approvals and permissions obtained/ to be obtained from time to time and as disclosed in the Disclosed Layout. The proposed layout plan being Disclosed Layout ("**Disclosed Layout**"), annexed to this Agreement as **Annexure "2"**, tentatively indicates the present/future of the building that is being built on the said Land. The Promoters reserve their rights and are and shall continue to be entitled to amend, modify and/or substitute the Disclosed Layout, in full or in part, as may be required by the Promoters from time to time or due to planning constraints.

H. The development and construction of the new building will be known as "**Gateway Residences** " and is proposed as a "Real Estate Project" by the Promoters ("**Real Estate Project** ") and the Promoters have registered 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.P……..(as modified from time to time) for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "3"** hereto

I. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:

(i) The Real Estate Project would be known as **Gateway Residences;** being "**Real Estate Project**"

(ii) MCGM has issued Intimation of Disapproval (IOD) dated. 5th August 2022 bearing No. P-2727/2019/(317)/K/Eward/KONDIVATE/IOD/1/New and Commencement Certificate (C.C.) dated 29th March 2023 bearing no. P-2727/2019/(317)/K/Eward/KONDIVATE/CC/1/New for the Real Estate Project, in the manner and on the terms and conditions as set out therein. Copy of the aforesaid IOD dated 5th August 2022 and the C.C.dated 29th March 2023 is hereto annexed and marked as **Annexure "1"**.

(iii) The Real Estate Project shall comprise such number of car parking slots as may be permissible in law and approved by the concerned authorities and for which the Promoter may in future propose.

(iv) The Allottee has been explained by the Promoters and the Allottee understands that the Promoters may for the planning constraints or on account of the height not being sanctioned or for any other reason as may be deemed fit and proper in their sole discretion, construct a building of the floors less than the aforesaid floors and the Allottee explicitly and agrees and consents for the same. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, basements, car parking tower, fire check floor, fire chute, etc.), and the Allottee agrees and provides his/her - consent for the same for which the prior intimation of the same will be given by the Promotor to the Purchaser.

(v) The premises comprised in the Real Estate Project shall be comprising of residential flats, shops, commercial and retail units and/or such other user as the Promoters may deem fit and as may be permissible in law.

(i) At present as per the last sanctioned IOD dated 5th August 2022 a total BUA of 1225 square meters(approximately) has been sanctioned for consumption in the construction and development. For the Real Estate Project, the Promoter proposes to construct and utilize approximately – 1350 sq. mtrs for sale component in the Real Estate Project as the promoter intends to amend the plan for utilizing such FSI as may be permitted by the authority. The Promoters proposes to eventually consume approximately 2200 square meters FSI/TDR/Compensatory Fungible FSI, etc. and any further FSI by whatever name called that may be available as per the DCPR 2034 ("**Total FSI**") in the construction and re-development of the entire Real Estate Project or the layout of the said Land.

(ii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottees of the Real Estate Project on a non-exclusive basis, are listed in the **Third Schedule** hereunder written and are hereinafter referred to as ""**Real Estate Project Amenities**".

(iii) The Entire Real Estate Project Amenities shall be constructed in a phase-wise manner and shall be completed upon construction of the entire Real Estate Project and obtainment of the occupation certificate thereof. Further, the Promoters reserve their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities or the entire Real Estate Project Amenities as the one may be.

(iv) The Promoters shall have the exclusive right to put up signage,

hoarding, and all other forms of advertisement board whatsoever within the said Land. The Promoters shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoters from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form (**"Sign Board"**) on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project or the entire Real Estate Project Amenities as the one may be and shall be entitled to all the revenues arising from the same. The Promoters or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee or the Society of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoters shall have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoters shall not be liable to pay any fees, charges or moneys for the same to the Society.

(v) 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 herein.

J. The Allottee/s has represented that the Allotee is an end-use/investor purchaser and is/are desirous of purchasing a residential premises / Flat bearing no **…….**of the Real Estate Project as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**said Premises**") and has / have approached the Promoters and requested to allot to him/her/them the said Premises.

K. The Allottee/s confirms to have examined:

(vi) 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.

(vii) All documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

(viii) The Allottee/s has agreed and consented to the development of the Real Estate Project (as defined herein).

L. The Promoter has procured certain approvals from the concerned government authorities for development of the Real Estate Project, as has been disclosed under the Act on https://maharera.mahaonline.gov.in (hereinafter referred to as **"the MahaRERA website"**) and shall obtain the balance approvals from

the concerned authorities from time to time so as to carry out construction and obtain the Occupation Certificate in respect thereof.

M. The Promoter has presently engaged the services of the Architect and Structural Engineer details whereof are uploaded on the RERA website and reserve their right to change or replace them with any other Architect or Structural Engineer.

N. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoters and to enter into this Agreement with the Allottee of the Premises and to receive the Sale Consideration and Other Charges in respect thereof.

O. On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Real Estate Project and the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the RERA and the Rules and Regulations framed there under, including but not limited to the following:

(ix) All the title deeds, documents, etc., referred to in this Agreement.

(x) All the other title deeds and documents in relation to the Real Estate Project.

(xi) All the approvals and sanctions of concerned authorities issued till date for the development of the said Scheme including the layout plan, building plan, floor plan and the commencement certificate of the said Wing constructed / being constructed on the said Land; and

(xii) Copy of Property Register Card are annexed and marked as **Annexure "4"**;

(xiii) Copy of the typical floor plan of the Premises, is hereto annexed and marked as **Annexure "5"**.

(xiv) Copy of the Latest Title Certificate dated 22nd July, 2023
(xv) , issued by Advocate Ashwin Mishra, certifying the right/entitlement of the Promoters is annexed hereto and marked as **Annexure "6"** hereto ("**the said Title Certificate**").

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

Promoters.

Q. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.

R. The carpet area of the said Premises (as defined under the provisions of RERA) is setout in the **Second Schedule** hereunder written.

S. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoters to undertake the said Scheme, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and (ii) the entire said Scheme (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

T. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters, the said Premises for lumpsum consideration as set out in the **Second Schedule** ("**Sale Consideration**") hereunder written and upon the terms and conditions mentioned in this Agreement.

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

Annexure "1"	:	Copies of the Intimation of disapproval and Commencement Certificate;
Annexure "2"	:	Disclosed Layout
Annexure "3"	:	Copy of RERA Certificate.
Annexure "4"	:	Copy of the Property Register Card.
Annexure "5"	:	Copy of the typical floor plan of the said Premises.
Annexure "6"	:	Copy of the said Title Certificate.

V. The Promoters relying on the confirmations, representations and assurances of the Allottee 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.

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

1) RECITALS

The above Recitals form an integral part 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 to be read or interpreted in derogation of RERA or Rules framed thereunder.

2) REAL ESTATE PROJECT (DESCRIPTION)

The Promoter shall construct the Real Estate Project being a New Building known as "GATEWAY RESIDENCES" consisting of Ground Floor [Commercial/ Restaurant] + 1st Floor Commercial and 11 or more residential floor on the project land in accordance with the plans, designs and specifications approved / to be approved by the MCGM 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 on a non-exclusive basis and are listed in the **Third Schedule** hereunder written i.e. Real Estate Project Amenities.

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the area of the said Premises, except for any alteration or addition required by any Government authorities, or, due to change in law or under order from any Court of Law, or changes made to exploit the full potential of the said Land or, any change as contemplated by any of the disclosures already made to the Allottee herein.

3) AMALGAMATION/CLUBBING

The Promoter may club, amalgamate the development/redevelopment of the lands as may be permitted under the DCPR 2034. For this purpose promoter is entitled to carry out the clubbing/amalgamation. Upon such clubbing or amalgamation land the magnitude and scope of the Real Estate Project and/or the said Land shall vary and modify in accordance with the actual acquisition of land/project.

The Promoters shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoters from time to

time, by obtaining minimum number of consents of concerned adversely affected allottees as may be specified under the law from time to time in the said Wing/ Building. It is clarified that the consent of those Allottees who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid shall not be required. It is further clarified that only if the said Premises are relocated anywhere else in the Real Estate Project , contrary to what is agreed herein, the Allottee shall be deemed to be adversely affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements

4) DISCLOSURES AND TITLE:

a) The Allottee hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of their right, title and interest in the Real Estate Project and the said Scheme and the said Premises and the Allottee has taken full, free and complete disclosure of the right, title and interest of the Promoters to the said Scheme, the said Premises and the Allottee has taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoters on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

i) Nature of the right, title and interest of the Promoters to the said Scheme and the development of the Real Estate Project and the encumbrances thereon;

ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;

iii) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Fourth Schedule** hereunder written;

iv) FSI utilized and/or to be utilized in the Real Estate Project;

v) The nature of the organization to be constituted of the Allottee of the Premises in the Real Estate Project ;

vi) The Approvals to be obtained, in relation to the Real Estate Project;

vii) Nature of responsibilities of the Promoters and Allottee under this Agreement;

viii) Nature of inter-se roles, responsibilities and obligations of the Promoters shall be as per the terms of the Joint Development Agreement;

ix) The various amounts and deposits that are to be paid by the Allottee including the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings;

x) The nature of the right, title and interest of the Allottee in the said Flat/Premises hereby agreed to be created.

b) The Promoters are entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclosed herein.

c) The Allottee further confirms and warrants that the Allottee has independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future The Allottee confirms that the Allottee has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title and interest of the Promoters in respect of the Real Estate Project, the said Scheme and the said Premises and doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee hereby confirms that the Allottee has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoters shall not be held liable for anything not stated in this Agreement.

d) The Allottee confirms and declares that it is aware that the Promoter has proposed commercial premises and for the use of the commercial premises premises the prospective purchaser of the commercial premises shall require to put up chimney, temperory shed and other required services attached to the building structure and the Allottee gives its unconditional consent thereto and undertakes not to raise any objection for the use and occupation of the same by the prospective purchaser of the commercial premises.

e) It is expressly agreed that the right of the Allottee under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee only on the Allottee making full and final payment of the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings payable in pursuance hereof to the Promoters in accordance with this Agreement and only on the Allottee performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

f) The Allottee agrees that in the event of any change in plan due to statutory requirements or otherwise which affects the allotted premises, then the Promoters shall have option to allot any other available Premises in the project,

having the same Rera carpet area (as per of Allottee's Choice), in lieu of the Premises hereby agreed to be sold. Provided that Sale Consideration shall be adjusted at the same rate as agreed herein and subject to payment of the differential amount that may become due payable by the Allottee .

5) **TERMS FOR PURCHASE OF THE PREMISES WITH/ WITHOUT PARKING SPACES AND SALE CONSIDERATION**:

a) (i) The Allottee hereby agrees to purchase from the Promoters, and the Promoters hereby agrees to sell to the Allottee, Flat No..... having carpet area…….on the …….floor (hereinafter referred to as the said Flat/Shop) as more particularly described in the **Second Schedule** hereunder written and as shown hatched with black colour on the floor plan annexed and marked **Annexure "5"** hereto.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee mechanical parking spaces bearing in the parking tower at the consideration of Rs. _____/-.

(iii) The total aggregate consideration amount for the apartment including parking spaces is thus Rs. _____/- as set out in Second Schedule hereunder written.

b) The Allottee/s has/have paid before execution of this Agreement Earnest Money/ Booking Amount/ Part Consideration as more particularly described in the **Second Schedule** hereunder written and hereby agree/s to pay to the Promoters the entire Sale Consideration in the manner as more particularly mentioned in the **Second Schedule** hereunder written.

c) The Promoters shall issue Demand and Tax Invoice to the Allottee intimating the Allottee about the stage-wise payment as more particularly set out in the Second Schedule hereto (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 within 7 (seven) days of the Promoters making a demand for the payment of the Installment, time being the essence of the contract.

d) The payment of the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings by the Allottee in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principle, material and fundamental terms of this Agreement. Time for payment of each installment and other amounts due and payable from time to time, shall be the essence of Contract. The Promoters have agreed to allot and sell the said Premises to the Allottee at the Sale Consideration inter-alia because of the Allottee having agreed to pay the Sale Consideration, Other Charges, Usage Charges (as defined below), taxes, maintenance and outgoings in accordance with this Agreement.

e) The Sale Consideration and Other Charges, Usage Charges (as

defined below), maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the construction of and carrying out of the Real Estate Project and/or with respect to the said Premises and/or this Agreement and amounts payable by the Allottee in respect of the said Premises towards infrastructure charges, legal charges, maintenance charges of the Real Estate Project and for such facilities/infrastructure forming part of the Real Estate Project commonly shared by the Allottee/s in the Real Estate Project, corpus fund, society formation and share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises or on this instrument, shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof. The Allottee shall also fully reimburse the expenses that may be incurred by Promoters consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoters or by Promoters against any authority/ies or third party on account of such liability arising out of non-payment of the aforesaid amounts/ taxes by the Allottee.

f) The Sale Consideration shall also exclude all costs, charges and expenses including but not limited to stamp duty, GST, registration charges and expenses incidental thereto as also the Other Charges ("**Other Charges**") set out in…… **Schedule** hereunder written. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in the Other Charges as setout above shall be intimated by the Promoters to the Allottee on or before handing over possession of the said Premises to the Allottee. It is further clarified that the heads of Other Charges mentioned hereinabove are only indicative and not exhaustive and the Allottee agrees to pay to the Promoters, such other charges/amounts or such increase in the above mentioned other charges/ amounts as the Promoters may indicate without any delay or demur. The Allottee acknowledges that after utilization of the initiation maintenance paid in terms of this Agreement, the Promoters shall have right to revise the Other Charges, Maintenance and Outgoings and the Allottee agrees to make the payment of the same.

g) The Sale Consideration shall also exclude the Other Charges, Usage Charges (as defined below), costs, fees, expenses, etc., payable in

relation to the utilization of the Real Estate Project Amenities.

h) It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the said Premises is handed over to the Allottee, then the Allottee alone shall bear and pay the same to the Promoters or such concerned authority forthwith on demand and the Promoters shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/ Agreement or any other instrument in connection herewith. The Allottee shall at all times hereafter keep the Promoters indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.

i) 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 Promoters shall while raising a demand on the Allottee for increase in development charges, costs, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the Demand and Tax Invoice being issued to the Allottee.

j) "The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate Per square meter as agreed in ____ of this Agreement."

k) The carpet area is subject to variation of +/- 3% (plus or minus three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the

measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee alone. The consideration payable on the basis of the re-measured carpet area of the said Premises shall be recalculated by the Promoter. If there is any reduction in the carpet area more than the tolerance limit of 3% (three percent), then the Promoters shall refund the proportionate excess money paid by Allottee on the date of handing over possession of the said Premises with interest at the Interest Rate from the date of such joint measurement. Provided that the Promoters shall cease to be liable to make the payment of any interest, if the Allottee fails to take possession in accordance with the Possession Notice. If there is any increase in the carpet area of the said Premises, the Promoters shall demand an additional amount from the Allottee towards the Sale Consideration and Other Charges, taxes, maintenance and outgoings which shall be payable by the Allottee on or prior to the date of handing over possession of the said Premises. Failure to make payments by the Allottee shall amount to be "default" and the Allottee shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoters or the Allottee, as the case may be, under this Clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee, he/she shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.

l) "Without prejudice to the right of promoter to charge interest in terms of ___ above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her Proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as

aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter."

m) The Promoters have agreed to provide parking for the Real Estate Project as per the statutory norms and shall be sold to the Allottees on first come first sold basis and shall be for the exclusive use of the Allottee/s and its rights allocated to the Premises sold to the Allottee. The car parking slot in the Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) as more particularly set out in the **Second Schedule** hereunder written (hereinafter referred to as "**said Car Parking Slot**"). The Allottee agrees and acknowledges that:

(i)The said Car Parking Slot is provided for exclusive use by the Allottee. The Allottee will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot by the Promoters and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Promoters. Further, the Allottee agrees not to dispute about the location of the said Car Parking Slot and/or the suitability thereof at any time in future.

(ii)The Promoters shall identify and allocate the Car Parking Slot on or before handing over possession of the said Premises. The decision of the Promoters with respect to such identification and allocation of Car Parking Slot shall be final and binding on the Allottee and the Allottee hereby gives his/ her irrevocable consent for the same and undertakes not to dispute such allocation at any time in future. The Allottee undertakes not to sell/transfer/lease or give on license or in any other manner part with the Car Parking Slot allotted to him/her. The rights of the Allottee in respect of the said Car Parking Slot shall be co-extensive and co-terminus along with this Agreement. The Allottee agrees that unauthorized use of the Car Parking Slot will tantamount material breach of the terms of this Agreement. For such breach, the Promoters shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee undertakes to pay such maintenance charges in respect of the Car Parking Slot as may be decided by the Promoters or the Society from time to time.

(iii)The Robotic/Automated Car Parking System is purchased by the Promoters from third party Vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee waives

any and all claims, liabilities against the Promoters and / or its affiliates or their successors, MCGM and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoters to maintain such mechanical Car Parking Slot shall be limited to the extent of the warranty period or until offering in writing to hand over the Management of the Real Estate Project to the Society of allottees, whichever is earlier. The Allottee agrees not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Slot for any reason whatsoever.

n) The said Car Parking Slot if opted and purchased by the allottee shall be allotted by the Promoters to the Allottee/s within the Real Estate Project, upon handing over possession of the said Premises.

o) The Real Estate Project Amenities i.e. the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and other allottees of the Real Estate Project on a non-exclusive basis, are listed in the **Third Schedule** hereunder written. Other Charges, maintenance and outgoings as may be decided by the Promoters from time to time shall be payable by the Allottee and other allottees of the Real Estate Project whether they use the Real Estate Project Amenities or not. The Allottee categorically acknowledges to have been informed that the indoor amenities and facilities that may be usable by the Allottee and other allottees of the Real Estate Project comprised in **Fourth Schedule**, are approved/will be approved as Fitness Center/gymnasium and the Allottee accords his no objection to the same. The Developer may shift the Fitness Centre/Gymnasium from the present floor/location to some other floor/location within the Real estate Project and the Allottee has granted its unconditional consent for the same.

p) For the efficient management of the Real Estate Project Amenities, the Promoters may appoint one or more vendors and / or service providers on such terms and conditions as may be decided by the Promoters in their sole discretion to run and operate all or any of the Real Estate Project Amenities. The Allottee agrees to pay necessary charges and membership fees in relation thereto, for utilizing/availing such facilities and amenities ("**Usage Charges**"). It is clearly agreed and understood that for any deficiency of services, the concerned vendors and/or the service providers alone shall be responsible and the Allottee shall have no recourse to the Promoters. Upon the Promoters offering to hand over the Real Estate Project to the Society, the Society shall allow such vendors and / or the service providers to complete their full term on the same terms and conditions as comprised in the respective agreements with the vendors and/or the service providers.

q) It is further agreed that the Free Sale Component may be developed by the Promoters in a phase wise manner and hence all or any of the Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee. The Promoters may in their sole discretion complete and provide the Real Estate Project Amenities or any of them only after the completion of the entire Real Estate Project and obtainment of the part/full occupation certificate thereof, to which the Allottee accords his irrevocable consent. The Promoters reserve their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities. It is agreed that though the Real Estate Project Amenities shall form part of the Free Sale Buildings but they may be used by the Allottee only in accordance with the rules and regulations framed by the Promoters/ Society from time to time.

r) The Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee to the Promoters is agreed on the basis of the carpet area of the said Premises.

s) Time is of the essence for the Allottee. The Allottee shall make timely payments of the entire Sale Consideration, Other Charges, Usage Charges, taxes, maintenance and outgoings payable by him/her/it in terms of this Agreement. Subject to Allottee meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Promoters shall abide by the time schedule for completing the said Premises and offering to hand over the said Premises to the Allottee after receiving the part/ full Occupation Certificate in respect thereof.

t) The Allottee shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due.

u) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoters set out in the **Second Schedule** hereunder written. The cheques issued by the Allottee in favour of the Promoters are subject to realization. In case of any financing arrangement entered by the Allottee with any bank/financial institution with respect to the purchase of the said Premises, the Allottee undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoters through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of /to the account of the Promoters 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 Sale Consideration in respect of the said Premises. The Promoters shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee and / or the aforesaid bank/financial institution in such new account.

v) Further, the Allottee or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoters in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/financial institution's notice. The Credit for the TDS amount deposited by the Allottee/financial institution will be given to the Allottee only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee fails to produce the Original TDS Certificates for all the payments made by the Allottee at the time of handing over possession of the said Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee will be required to deposit with the Promoters such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoters to the Allottee only upon the Allottee furnishing the TDS Certificate within one month from the date of handing over possession of the said Premises. In case the Allottee fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee. The Allottee shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoters on account of delay in furnishing the TDS certificate or otherwise. The Allottee hereby indemnifies the Promoters from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoters.

w) The Allottee agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoters, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters 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 amounts received from the Allottee and the Allottee shall forthwith pay the balance amount due and payable by the Allottee to the Promoters.

x) Notwithstanding anything contained herein, each payment made by the Allottee shall be appropriated at the discretion of the Promoters, first towards 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 Promoters to appropriate any amounts received from the Allottee towards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee to the Promoters.

6) FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE REAL ESTATE PROJECT:

b) The Allottee hereby agrees, accepts and confirms that the Promoters propose to develop the Real Estate Project (by utilization of the full development potential available for the same) in the manner more particularly detailed in the Recitals hereinabove and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard.

c) The Promoters shall be entitled to the entire unconsumed and residual FSI in respect of the said Land whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, additional FSI, fungible FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the municipal reservation to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in DCPR 2034 or based on expectation of increased FSI which may be available in future on modification of DCPR 2034 which are applicable to the development of said Scheme or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters for utilization and consumption on the Larger Land and which shall be developed as a proposed /separate phase and neither the Allottee nor the Society shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

7) **POSSESSION DATE:**

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand torefund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause ___ herein above fromthe date the Promoter received the sum till the date

the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

8. **RECOURSE TO PARTIES: DELAY AND TERMINATION.**

(a) If the Promoters fail to abide by the time schedule for handing over the said Premises to the Allottee on or about the Possession Date (subject to Force Majeure Events as stated herein), only in that event, the Allottee shall be entitled to either:

(i)Terminate this Agreement by giving written notice to the Promoters by registered post A.D. at the address provided by the Promoters ("**Allottee Termination Notice**"). It is clarified that except for the failure of the Promoters to hand over the possession of the said Premises on or about the Possession Date (subject to Force Majeure Events), The Allottee has right to terminate this agreement at the default on the part of the Promotor. On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoters, the Promoters shall refund to the Allottee subject to settlement/adjustment of the Bank loan, if any, availed by the Allottee from any Bank/ Financial Institution (FI) against the mortgage / security of the said Premises and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("**Interest Rate**") to be computed from the date the Promoters received Allottee Termination Notice. Provided that the Allottee shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoters till the date of receipt of Allottee Termination Notice) and interest within 15 (fifteen) days from the date of receipt of Allottee Termination Notice by the Promoters by simultaneously executing and registering deed of cancellation in respect of this Agreement. It is agreed that if the Allottee does not settle the bank loan and register the deed of cancellation within 15 (fifteen) days from the date of the Promoters receiving the Allottee Termination Notice, the Promoters shall cease to be liable to pay any interest thereafter to the Allottee and the Promoters shall be at liberty to sell and transfer the said Premises and assign the Car Parking Slot, if any, to any third party of its choice on such terms and conditions as the Promoters may deem fit in its sole discretion.

OR

(ii)Call upon the Promoters by giving a written notice by Courier or E-mail or Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the Completion Date, on the Sale Consideration or part thereof paid by the Allottee/s till the date of Interest Notice. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s;

b) In case the Allottee elects his remedy under Clause 7(b)(i) above then in such a case the Allottee shall not be entitled to the remedy under Clause 7(b)(ii) above and vice-versa, save and except as deemed fit by the Promoter.

c) If the Allottee fails to make any payments on the due date as required under this Agreement, then, the Allottee shall pay to the Promoters 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.

d) Without prejudice to the right of the Promoters to charge interest at the Interest Rate and any other rights and remedies available to the Promoters, in the event of the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee ("**Event of Default**").

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

f) If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoters' Termination Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottees.

g) Upon occurrence of 3 default, in making timely payment, the Developer shall be at liberty to Terminate this Agreement without any further reference of their intention to Terminate the Agreement and in such circumstances, the allotee shall not be entitled for refund of more than the amount which the allotee has paid, towards the consideration for the said flat premises, after deduction of appropriate taxes and penalties and other charges attributable to the allotee.

Without prejudice to the right of promoter to charge interest in terms of this agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

h) On the issuance of the Promoters' Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee shall cease to have any right, title and/or interest in the said Premises and / or the Car Parking Slot, with effect from the date of expiry of the Promoters Termination Notice. Thereupon, the Promoters shall be entitled to **(i)** deal with and/or dispose of or alienate the said Premises and assign the Car Parking Slot, if any, in the manner as the Promoters may deem fit without any reference to the Allottee; and **(ii)** the Promoters shall be entitled to deduct from the Sale Consideration paid by the Allottee the following ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoters (b) brokerage, if any, paid to channel partner/agent (c) all other unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoters Termination Notice, (d) the amount of interest payable by the Allottee on account of default committed by him/her/them (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoters (in their

discretion), if any, to the lending Bank/Financial Institution (g) any amount/ interest reimbursed by Promoters to the Allottee; (h) in case the Allottee has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoters, which amounts may be refunded by the Promoters (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee authorizes the Promoters to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee at any time and refund the balance, if any, to the Allottee. At the option of the Promoters, the Allottee agrees to execute a deed of cancellation, for recording the termination of this Agreement in the form and manner as may be required by the Promoters.

i) Upon receiving the Promoters' Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoters and/or the said Premises and the Promoters shall be entitled to deal with and/or dispose off the said Premises in the manner they deem fit and proper. The Promoters shall upon resale of the said Premises i.e. upon the Promoters subsequently selling and transferring the said Premises to another purchaser and receipt of the sale proceeds thereof, and after deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages, refund to the Allottee/s, the balance amount, if any, and also after deducting all the amounts as interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 7(i).

j) The Promoters shall within a period of 30 (thirty) days from the date of resale of the said Premises, refund the paid-up Sale Consideration, if any, after deducting the said Deductions including the Pre-Quantified Liquidated Damages and after also deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoters in terms of this Agreement, vide a cheque ("**said Cheque**") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee as and by way of full and final settlement. Further, after issuance of the Promoters' Termination Notice, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee any incidental costs including but not limited to GST, stamp duty, registration fees etc.

k) The Promoters and the Allottee have agreed on the said Pre-Quantified Liquidated Damages taking into account all the relevant factors including but not limited to the timelines given to the Allottee to pay the Sale Consideration. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoters have agreed to sell the said Premises to the Allottee.

l) Without prejudice to rights and remedies available to the Promoters under this Agreement or under the law, the Allottee agrees that if the Allottee has taken a loan from any bank/financial institution against the security of the said Premises with NOC of the Promoters and this Agreement is terminated by either party then in that case Allottee hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc. and that the bank/financial institution shall have no recourse against the Promoters or the said Premises.

m) It is further agreed and understood that irrespective of the fact whether the Allottee has obtained sanction of housing loan/finance from a bank or financial institution in respect of the said Premises, in the event of any delay or failure in payment of the balance Sale Consideration/ Installment and/or interest payable by the Allottee to the Promoters under these presents for any reason or cause whatsoever, the Allottee alone shall personally be liable or responsible to pay the amount of Instalments with interest (if so delayed in payment of the Instalments amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amounts by bank/ financial institution. The Allottee shall pay such amounts so due and payable to the Promoters from his/her/their/its own source of income. In the event of delay or default in payment of any one or more Installments or the entire Sale Consideration on being payable under these presents, by the Allottee and/or his/her/their/its Banker/ Financial Institution the Allottee personally shall be liable to pay such amount of interest as the Promoters are entitled to as contemplated under these presents. The Bank/Financial Institution shall not claim any equity or otherwise against the Promoters or the said Premises. It is however clarified that on the either party cancelling the allotment of the said Premises and termination of this Agreement, the Promoters after deducting Pre-Quantified Liquidated Damages and the said Deductions and all the amounts agreed above together with litigation costs, if any, shall first offer the balance, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the Original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee in terms of this Agreement.

n) The Promoters herein have specifically informed the Allottee that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee to the Promoters, the Allottee alone shall be liable to provide the source of the amount paid by the Allottee to the satisfaction of such authorities or agency as the case may be. In case, the Allottee fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee alone shall be liable for all costs and consequences thereof. The Allottee hereby

indemnifies the Promoters, its partners, directors, employees and officers and undertakes to continue to keep them indemnified against all the losses, damages, expenses, charges and payments (including the litigation costs, advocates and counsel fees).

o) The Allottee agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoters shall not be responsible for the same.

9) **PROCEDURE FOR TAKING POSSESSION**:

a) Upon obtainment of the part / full Occupation Certificate from the B.M.C or any other competent authority with respect to the said Premises and upon payment by the Allottee of the entire Sale Consideration, interest, if any, Other Charges, taxes, maintenance and outgoings etc., due and payable in terms of this Agreement, the Promoters shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoters from the date of Possession Notice.

b) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice.

c) Upon receiving the Possession Notice from the Promoters as agreed above, the Allottee shall take possession of the said Premises from the Promoters by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee shall become liable to bear and pay his/her/their proportionate share of maintenance and outgoings, including *inter-alia*, local /property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the B.M.C or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Society is formed and the management thereof is offered to the managing committee of the premises purchasers, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at their sole discretion.

d) The Allottee shall, before delivery of possession of the said Premises in accordance with this Clause, pay to the Promoters such amounts as mentioned in the **Second & Sixth Schedule**. The amounts mentioned in the Sixth Schedule Serial no. 1,2 & 3 only, shall be accounted only to the Society of the premises purchasers and not to the Allottee individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the

Promoters with the intimation to the Allottee. The Allottee shall make payments of such amounts as more particularly mentioned in the **Second & Sixth Schedule** to the bank account of the Promoters, as detailed in the **Second Schedule** hereunder written or as may be prescribed by the Promoters. For the purposes of this clause, the expression "**Promoters**" includes its nominee.

10) **DEFECT LIABILITY**:

That, if within a period of Five years from the date of Possession Notice, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship or quality or provision of service, then wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to recover from the promoter compensation for such defect in the manner as provided under the Act.

11) The Allottees shall use the said Premises or any part thereof or permit the same to be used for residential purposes only. The Allottee shall use the Car Parking Slot only for the purpose of parking his / her / their own vehicle/s and shall not change the user thereof. The allotment of Car Parking Slot, if any, shall be co-existent and co-terminus with this Agreement.

12) FACILITY MANAGER

a) The Promoters shall have the right to undertake upkeep and maintenance of the Real Estate Project and the Real Estate Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors/ agency for the purpose of maintenance and upkeep of the Real Estate Project and the Real Estate Project Amenities in full or in part and such decision shall be final and binding upon the Allottee. Tenure of Facility Manager shall be until the Promoters offer to handover the management of the Real Estate Project to the Society and/or until such other period as may be decided by the Promoters. Upon offering to hand over management of the Real Estate Project/ Wing to the Society, the Society shall be liable to undertake the maintenance of the Real Estate Project/Wing and the Real Estate Project Amenities or any part thereof. The Promoters may also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project and /or the Real Estate Project Amenities and the Allottee hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

b) The Promoters shall have the right to designate any space on the Larger Land and/or the Real Estate Project or any part thereof to third party service provider/s and/or vendor/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Real Estate Project. The Promoters shall also be entitled to designate any space within the said land to utility provider either on leave and license or leasehold basis or in any other manner acceptable to utility provider for the purpose of installing power sub-stations with a view to service the electricity requirement in the Real Estate

Project and / or in any other building.

c) Notwithstanding any other provision of this Agreement, the Promoters have right to and shall be entitled to nominate any person/company ("**Facility Manager**") to manage the operation and maintenance of the Real Estate Project, the Real Estate Project Amenities, common amenities and facilities in the Real Estate Project. The Promoters have 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 the Facility Manager. The cost incurred in appointing the Facility Manager shall be borne by the Promoters. The Allottee/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoters or towards charges payable to Facility Manager as determined by the Promoters. **It is agreed and understood by the Allottee/s that the charges of the services provided by the Facility manager, cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s of the premises in the Real Estate Project alone from the time of handing over the possession by the Promoter to the Alottee.;**

d) **The Allottee agrees to abide by any and all terms, conditions, rules** and/or regulations that may be framed by the Promoters and/or the Facility Manager including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project Amenities.

e) The Promoters shall have right to enter into contract, agreement/s with the vendor/s and/or service provider/s in respect of the Real Estate Project Amenities or part thereof, as may be decided by the Promoters in their sole discretion. Upon formation of the Society and handing over of the management of the operation and maintenance of the Real Estate Project to the Society, the Promoters shall novate and assign the agreements executed with the vendor/s and/or service provider/s in this regard to the Society. The Promoters shall have right to terminate and/or replace vendors/service providers in their sole discretion.

f) The Allottee agrees to pay all the Usage Charges i.e. costs, expenses for the services rendered and/or utilities availed from the service provider/s and the vendor/s and / or received by the Allottee/s with respect to any of the Real Estate Project Amenities or part thereof. Any Usage Charges, management fees/ service charges payable to the service providers and/or vendors in terms of service agreements stated above shall be proportionately borne and paid by the Allottee in the manner as may be determined by the Promoters.

g) It is expressly agreed by and between the Parties that the Promoters have not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the services rendered and/or utilities availed from the service provider/s and/or the vendor/s and that the Promoters shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the vendor/s and/or the service provider/s

in this regard or even otherwise with respect to the services provided by the service provider/s and the utility availed from the vendor/s. Further, the Promoters shall not be liable for any warranty or guarantee offered by such vendors and/or service providers for any product or services, it will be strictly between the Allottee and such vendor and service provider.

13) **FORMATION OF THE SOCIETY**:

a) Upon 51% (fifty one percent) or more of the total number of premises in the Real Estate Project being booked by allottees, the Promoters shall submit an application to the competent authorities to form a co-operative housing society comprising the Allottee and other allottees of premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

b) The Allottee/s shall, along with other allottees of premises 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 framed thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project shall be joined as members ("**the Society**").

c) 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 Promoters within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoters 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.

d) The name of the Society shall be solely decided by the Promoters.

e) The Society shall admit all purchasers of premises in the Real Estate Project as members, in accordance with law.

f) The Promoters 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.

g) Post the offering to hand over the management of the Real Estate Project to the Society by the Promoters, 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.

h) The Promoters shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society and

the Society and/or the Allottee shall have no objection against the same.

i) Post execution of the Society Transfer, the Promoters shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises).

j) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same in any manner whatsoever.

14)

a) Within 3 (Three) months from the date of receipt of the Full Occupation Certificate in respect of the entire Real Estate Project, the Promoters shall assign/sublease the land appurtenant to the Real Estate Project to the Society subject to the Promoters' right to dispose of the unsold Premises in the Real Estate Project, TDR and FSI, if any, ("**Society Transfer**"). The Society shall be required to join in execution and registration of the Society Transfer /Lease. The costs, expenses, charges, levies and taxes on the Society Transfer /Lease and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Upon the Promoters offer to hand over management of the Real Estate Project to the Society, the Society shall be responsible for the operation, maintenance and supervision of the Real Estate Project/Wing including the common areas, facilities and amenities and the Promoters shall not be responsible for the same. In the event, there is any delay by the competent authorities for the Society Transfer after the Promoters duly applying for the same, the Promoters shall not be liable and /or responsible in any manner whatsoever for any such delay caused by the competent authorities for the Society Transfer and the Allottee hereby agrees and covenants that the Allottee shall not raise any dispute of any nature whatsoever with the Promoters in this regard.

b) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer/ Lease, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee, as the case may be, and the Promoters shall not be liable

towards the same.

c) Notwithstanding what is agreed herein, it is clarified that, in the event the Promoters decide to form the said Societies, then the Promoters in their sole discretion shall be entitled to undertake Society Transfer subject however to the other terms and conditions as may be deemed fit by the Promoters.

15) The Promoters have informed the Allottee that there may be common access road, compound 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 Promoters have 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 purchasers of premises in the Real Estate Project and /or the said Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoters 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 premises in the Real Estate Project shall object to the Promoters 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/wings which are to be developed and constructed on any portion of the said Land or any other Land to be redeveloped by the Promoters.

16) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**:

a) The Promoters hereby represent and warrant to the Allottee/s that

subject to what is stated in this Agreement and all its Schedules and Annexures:

i) The Promoter has clear and marketable title to undertake and execute the said Scheme. The Promoters have a clear and marketable title and have the requisite rights to carry out development upon the said Land (as setout above);

ii) The Promoters have 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;

iii) There are no encumbrances upon the Real Estate Project save and except those disclosed to the Allottee/s;

iv) There are no litigations pending before any Court of law with respect

Promoters' title to the Real Estate Project save and except those disclosed to the Allottee/s;

v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting;

vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s to be accrued (subject to payment of entire Sale Consideration, Other Charges, Taxes, Maintenance and Outgoings), may prejudicially be affected;

vii) The Promoters have 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 Premises;

viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

ix) With effect from the date of offer of the possession of the said Premises by the Promoters to the Allottee, it will be sole obligation of the Allottee to proportionately pay and discharge 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 and the said Premises to the concerned Authorities;

17) 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 Promoters as follows:

a) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date of Possession Notice and shall not do or caused to be done anything in or to the said Premises or the Real Estate Project which may be against the rules, regulations or bye-laws or shall not change/alter or make addition in or to the Real Estate Project and the said Premises itself or any part thereof without the written consent of the Promoters and subject to necessary approvals and permissions from the concerned authorities.

b) Not to store in the said Premises or the Real Estate Project 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.

c) Not to carry heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Real Estate Project, including entrances of the Real Estate Project and in case any damage is

caused to Real Estate Project (or any part thereof) or the said Premises the Allottee/s shall cause the same to be repaired and restored to original at his/her own costs and expenses within a period of two days from the date of such damage, failing which the Promoters may carry the repairs and restoration (without being obligated to do so) at the costs and expenses of the Allottee.

d) To carry out at his own costs 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 Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project or to the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority or the Society.

e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoters and the concerned authority ;

f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

g) The Promoter shall be entitled to formally re-name the Real Estate Project including each of the wings comprised in the Real Estate Project at a later date and which name shall not be changed by the Allottee/s and / or the Society, as the case may be.

h) 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 Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society. The wet garbage generated in each of the wings of the Real Estate Project shall be treated on the same plot by the residents/ occupants/ allottees of each of the wings of the Real Estate Project.

i) Pay to the Promoter within 15 (fifteen) days of demand by the Promoters, Allottee's share of security deposit demanded by the concerned local authority or Government or utility provider for giving water, electricity or any other service connection to the Real Estate Project.

j) Bear and pay in a timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, Usage Charges, maintenance and outgoings.

k) Bear and pay increase in local taxes, water charges, insurance and such other levies, duties and cess, if any, which are imposed by any concerned local authority and/or government and/or other public authority.

l) Bear and pay the proportionate charges fees, costs and expenses for the Real Estate Project Amenities and facilities, as may be determined by the Promoters from time to time.

m) Not to change the user of the said Premises without the prior written permission of the Promoter Society and concerned authority.

n) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with his right, title, 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 its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, Usage Charges, maintenance and outgoings payable by the Allottee to the Promoters under this Agreement, are fully and finally paid together with interest . In the event, the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement, then the Allottee shall be entitled to effectuate such transfer with the prior intimation to the Promoters **and all the obligations of the Allottee shall be deemed to be accepted by such Transferee/Assignee.**

o) The Allottee shall observe and perform all the rules and regulations which the Promoters and/or Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project, Real Estate Project Amenities and the said Premises therein and shall observe the Building Rules, Regulations and Bye-laws framed by Promoters/ Society or concerned local authority or Government and/or any other public body. The Allottee shall also observe and perform all the rules, regulations, stipulations and conditions laid down by the Promoters and/or Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings together with increases therein as may be due and payable from time to time.

p) Till the Conveyance of the Structure of the Bldg (Rera Project), the Allottee/s shall permit the Promoters 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.

q) 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 Promoters 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 purchasers of the premises of the Real Estate Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoters shall provide the amenities in the said Premises as set out in **Sixth Schedule** hereto. The Promoters shall not be liable, required and/ or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the Real Estate Project. Further, though the Promoters may have proposed to provide amenities and facilities as stated herein, the Promoters reserve the right to add, alter, amend, relocate or delete any or all of the proposed amenities comprised in the **Third Schedule** and **…….. Schedule** hereto.

r) The Allottee/s agrees and covenants that the Allottee/s 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 may be specified by the Promoters from time to time. Prior to undertaking any interior fit-out, the Allottee/s shall submit the drawings with the Promoters and shall disclose the nature of work to be carried out in the said Premises and shall obtain specific written approvals of the Promoters to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee at any time.

s) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and 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 inside the windows only, which shall not protrude external wall of the said Building/ Wing. 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.

t) Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit

which protrudes outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the Premises/ Real Estate Project.

u) 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 Real Estate Project 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 concerned authorities.

v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not to cover / enclose the planters, ducts and service slabs or any of the part of the building within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Larger Land.

w) 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 Real Estate Project on account of such renovation / repair.

x) Not to enclose and/or obstruct the common passages or any other common areas, if any, forming part of the said Premises or adjacent to the said Premises without the previous written permission of the Promoter and concerned authorities.

y) 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/ the Real Estate Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities. Not to change the façade or outer look of the Premises/ Real Estate Project.

z) To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society 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 Real Estate Project and the said Premises therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Promoter regarding the occupation and use of the said Premises in the Real Estate Project on the said Land and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

(aa) Not to violate and to abide by all rules and regulations framed by the

Promoter and / or by the Society (post handing over management of the Real Estate Project), for the purpose of maintenance, management and up-keep of the Real Estate Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises.

(bb) The Allottee agrees not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee.

(cc) The premises in the Real Estate Project are proposed with deficient open space against as required as per DCPR, and the Allottee shall not blame the B.M.C and it's staff for the same.

(dd) The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards and any other areas in the Real Estate Project. 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 carried by the Allottee 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.

(ee) The Allottee/s 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 Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.

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

(gg) The Allottee shall not affix, erect, attach, paint or caused to be affixed,

erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises/ Real Estate Project 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 such manner, position and standard design laid down by the Promoter.

(hh) The Allottee shall not park at any other place and shall park his/her car in the Car Parking Slot allocated to the Allottee.

(ii) 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 on a daily basis.

(jj) The Allottee/s shall permit the Promoter and his surveyors and/or agents and /or authorized representatives 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 Premises or the Real Estate Project. The Allottee is aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter, its 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.

(kk) The Allottee/s is aware and acknowledges that the Promoter are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the premises, flats and apartments, garages and allocate the car parking slots forming part of the Real Estate Project and the Allottee/s undertakes that he/she shall not be entitled to raise any objection with respect to the same.

(ll) The Allottee is aware that the Promoter or its agents or contractors etc., shall carry on the balance work in the said Land and the Real Estate Project, with the Allottee occupying the said Premises. The Allottee 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. This is one of the principal, material and fundamental terms of this Agreement.

(mm) The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

(nn) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Larger Land/ Real Estate Project in perpetuity.

(oo) The Promoter shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access thesame at any time without any restriction whatsoever until the entire development on the said Land is fully completed, irrespective of whether the said Land or any portion thereof is transferred to the Society.

(pp) The Promoter shall have option to hand over possession of the said Premises even prior to completion of the Real Estate Project Amenities. The Allottee agrees to take possession of the said Premises in terms of Possession Notice. The Allottee acknowledges that the Real Estate Project Amenities shall be operational and would be handed over to the Society only after completion of the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserve their right to add, alter, delete, upgrade, modify, relocate, reduce or enhance
the Common Amenities. The Allottee consents and agrees for the same and shall not raise any dispute or claim at any time.

(qq) Notwithstanding what is agreed in the aforesaid clauses and without prejudice to remedies stipulated therein, failure on the part of the Allottee in observing and performing any of the covenants set out under this clause, shall amount material breach, entitling the Promoter to terminate this agreement.

(rr) The Allottee agrees to pay interest at the Interest Rate on all outstanding amounts viz. Other Charges, Usage Charges, maintenance and outgoings and shall also pay the interest and/or penalty on all outstanding statutory charges, taxes and outgoings at the rate levied/ imposed by the concerned authorities. In case, the Allottee fails to make the payment of outstanding dues and/or interest/ penalty thereon in terms of this clause, the Allottee shall be deemed to have committed material breach of the terms of this Agreement. The Promoter shall have right to call upon the Allottee to cure such breach within such period as may be deemed fit by the Promoters, failing which the Promoters shall have right to take such action as may be advised in accordance with law including but not limited to termination of this Agreement.

18) Notwithstanding what is agreed in this Agreement, in the event, the Allottee commits default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, Usage Charges, taxes, maintenance and outgoings, the Promoter shall have right to call upon the Allottee to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this Agreement.

19) The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the Utility Providers (i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption) for supplying of these utilities to the allottees in the Real Estate Project including the Allottee herein. Upon arriving at such arrangement, the Allottee agrees to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter are obligated / liable to provide all or any of the Utilities whether or not the Promoter have entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all Utilities or any of them.

20) The Promoter shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and / or the said Land and that the costs and expenses together with applicable taxes thereon shall be borne and paid by the Allottee along with other purchasers in the Real Estate Project/ Wing as may be determined by the Promoter.

21) All the revenues generated from the Real Estate Project including from the Real Estate Project Amenities of any nature whatsoever till the date of handing over management of the Real Estate Project to the Society shall solely belong to the Promoter, and neither the Allottee nor the Society and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoter.

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 Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/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) MORTGAGES OF THE FLAT/PREMISES

It is agreed that the Allottee shall be entitled to avail housing loan from a Bank/Financial Institution and to mortgage the said Premises by way of security for repayment of the housing loan availed from such Bank/Financial Institution with the prior written consent of the Promoter. The Promoter will grant their 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 jeopardize the Promoters' right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoters' 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 advising the Bank to make payment of the loan amount against the mortgage of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

24) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 who has taken or agreed to take such [Apartment/plot].

25) BORROWINGS BY THE PROMOTER:

Subject to terms and conditions of these presents, the Allottee agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the said Property or the flats/ units/ premises proposed to be constructed in the Real Estate Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/

financial institution/ Non-Banking Financial Institution (Lenders) and without having to seek further consent from Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible /liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

26) The Allottee/s hereby represents and warrants to the Promoter that:

a. he / she / they / it is / are not prohibited from purchasing the said Premises under any applicable law or otherwise;

b. 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;

c. 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;

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

e. 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 not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;

f. 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;

g. he / she / they has / have not compounded payment with his / her / their / its creditors;

h. he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;

i. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges, Usage Charges, taxes, maintenance and outgoings or any other amount due and payable by the Allottee in terms of this Agreement;

j. The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, Usage Charges, taxes, maintenance and outgoings or any other amount due and payable under 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 all payments due and payable from time to time.

k. The Allottee/s hereby confirm/s that he/she/they has/have carefully

gone through the terms and conditions of this Agreement and/or the same has been explained to him/them by his/her advocates. The Allottee has signed and executed this Agreement out of free will and volition, without any pressure, undue influence, coercion or threat of any nature whatsoever.

27) It is abundantly made clear to the Allottee who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/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 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 agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

28) The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking slots, parking areas, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and Land will remain the property of the Promoters as hereinbefore mentioned till Conveyance/Assignment of Leasehold Rights.

29) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of theshare capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building orany part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as herein before mentioned.

31) BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar 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 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 for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled subject to the deductions provided in the Allotment Letters, and all remaining sum deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

32) ENTIRE AGREEMENT:

a. This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes:

i. Any and all understandings, any other agreements, application form, Brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Flat/Premises.

ii. All Brochures/ Leaflets/ Pamphlets/ ads/social media content/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Flat/Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

33) RIGHT TO AMEND:

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

34) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S

/SUBSEQUENT ALLOTTEES:

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

35) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

36) METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in the Real Estate Project, the same shall be made in the mode and manner as the Promoter deem fit and proper.

37) FURTHER ASSURANCES:

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.

38) PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through their respective 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.

39) NOTICES

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 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.

40) JOINT ALLOTTEES:

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee 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 Allottees.

41) STAMP DUTY AND REGISTRATION:

a. The Allottee/s alone shall bear and pay all the amounts payable towards stamp duty, registration charges and expenses incidental thereto on all documents for sale and/or transfer of the said Premises and said Car Parking Slots, 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.

b. The Allottee/s and/or the 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 or its Authorized Representative will attend such office and admit execution thereof.

c. The Purchaser is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

42) DISPUTE RESOLUTION:

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, thereunder.

43) GOVERNING LAW:

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.

44) PERMANENT ACCOUNT NUMBER

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

45) INTERPRETATION:

In this Agreement where the context admits:

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

ii. any reference to the singular shall include the plural and vice-versa;

iii. any references to the masculine, the feminine and the neuter shall include each other;

iv. any references to a "company" shall include a body corporate;

v. 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;

vi. 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;

vii. 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;

viii. 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;

ix. 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;

x. 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;

xi. 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;

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

1. 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);

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

3. 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;

xiii. where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

xiv. Any reference to “writing” excludes text messaging via mobile phone or communication over any other form of social media.

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
(**THE LAND**)

All those pieces and parcels of land bearing. being plot no. 52 admeasuring 638.84 square meters in the layout of Shree Rajasthan CHS Ltd; and bearing. CTS Nos. 371,317/1 to 317/5; including the Ground + two storey building strucutre known as Narayani Bhuvan, situated at J.B. Nagar, Village-Kondivite, Off. Andheri Kurla Road, Andheri East, Mumbai – 400 059.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Meaning of the Terms and Expressions)

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	
2.	The said Wing	
3.	The said Car Parking Slot	NA
4.	The Sale Consideration	
5	Amount received	

6.	Name of the Account for payment of Sale Consideration	Name – INFINITY NARAYANI ASSOCIATES Bank name- IDFC First BANK AC NO- _____ IFSC CODE – …….. BRANCH- ……. AC TYPE - CURRENT
7.	Possession Date	31st December 2025
8.	Name, address and email of the Allottee/s for the purposes of this Agreement	
9.	Permanent Account Number	The Promoter PAN: …… Allottee/s PAN: ……

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Real Estate Project Amenities)

1. GRAND ENTRANCE LOBBY
2. SOCIETY OFFICE
3. FITNESS CENTER

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the Amenities of the said Premises)

Living Room & Bedroom:

- Elegant Vitrified Flooring Tiles.
- Electrical Switches.
- Laminate finish Entrance Door.
- Anodised Aluminium Sliding Windows with Granite Window Sills.
- Internal Walls finished with Acrylic or Plaster Paint.

Kitchen:

- Granite Kitchen Platform along with Stainless Steel Sink.
- Tiles above the Platform upto two feet height.
- Electrical Switches.

Bathroom:

- Elegant Ceramic Flooring Tiles.
- Elegant Dado Tiles upto door height.
- Sanitary Ware and C.P. Fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Schedule of payment of Instalments of the Sale Consideration by the Allottee/s to the Promoter)

Sr. No.	Payment Schedule	% of Agreement Value	Amount (Rs)
1.	On Allotment	10%	
2.	On Execution of Agreement	20%	
3.	On Completion of Plinth	15%	
4.	On Completion of 1st Slab	4%	
5.	On Completion of 3rd Slab	4%	
6.	On Completion of 5th Slab	4%	
7.	On Completion of 7th Slab	4%	
8.	On Completion of 9th Slab	3%	
9.	On Completion of 11th Slab	3%	
10.	On Completion of Terrace Slab	3%	
11.	On Completion of Brickwork for the concerned unit	4%	
12.	On Completion of Internal Plaster for the Concerned unit	3%	
13.	On Completion of Flooring, Doors and Windows of Concerned Flat	3%	
14.	On Completion of Sanitary Fittings, Staircases, Lift Wells,lobbies upto concerned floor level	5%	
15.	On completion of external plaster, internal plumbing and external plumbing upto concerned floor level	5%	

16.	On completion of Lifts, Water Pumps, Electrical Fittings, Plot Layout, Entrance lobby upto concerned floor level	5%	
17.	On Handover of Possession of concerned flat	5%	
18.	Total	**100 %**	

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No.	Particulars	Amount (in Rs.)
1.	Share application money of the Society	Rs. 561/-
2.	Deposit towards provisional monthly contribution towards outgoings of the Society for the period of 24 months in terms of this agreement (taxes to be paid separately by the Allottee at applicable rates).	Rs……../-
3.	Share Administration Amount	Rs. 25250/-
4.	Legal Charges towards Agreement	Rs. 10000/-

SIGNED AND DELIVERED BY THE
within named **"Promoter"**
M/S. INFINITY NARAYANI ASSOCIATES
through its Partner **Mr. Kishor K. Velani**

in the presence of ...
1.

2.

SIGNED AND DELIVERED BY THE
within named **Allottee/s**
Shri/Smt.…….

in the presence of …
1.

2.