AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ___ day of _____, 2023 BETWEEN **M/S. ARY DEVELOPERS,** a proprietorship concern acting through its sole proprietor **MR. AMIR AMANULLAH MOHAMED YUSUF**, Age: 43 years, having PAN No. AAEPO0479K, Aadhar Card No. 5044 76666 5528, having address at Dilkhush Bunglow, Near Raj Kumar Bus Stop, Jay Prakash Road, Andheri (West), Mumbai-400 058, hereinafter referred to as "**PROMOTER**" (Which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include their heirs, executors, survivors, administrators of the last such survivor his/her/their Assigns) **of the ONE PART;**

AND

_____, having his/her/their address for the purpose of these presents at _____

_____

_____, hereinafter referred to as the **"Allotee/s"** (which expression shall unless it be repugnant to the context or meaning thereof shall in case of individuals mean and include his/her/their respective heirs, executors, administrators, successors and assigns and in case of partnership firm the partner or partners for the time being and from time to time constituting the said firm and survivors or survivor of them and the heirs, executors and administrators and assigns of last surviving partner and in case of incorporated bodies, its permitted successors and assigns) **of the OTHER PART**.

W H E R E A S one late Mr. Haji Mohamed Oomer Fateh Mohmed alias Mr. Mohamed Oomer Fateh Mohmed alias Mr. Mohammed Oomer Fateh Mohammed Haji Yusuf during his lifetime was seized, possessed or otherwise well and sufficiently entitle to ALL that piece and parcel of land adms. 3086.27 sq. mtrs., or thereabouts, (i.e. adms. 3292.80 sq. mtrs., as per PR Card) bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai city and Mumbai suburban together with the building/ structure/ bunglow known as "Dilkhush Bunglow", outhouse and the tenanted building known as "Umar Park" being occupied by the tenants situate, lying and being at Andheri Versova Road now known as Jay Prakash Road, Andheri (West), Mumbai (for the sake of brevity hereinafter referred to as "**said larger property**") and more particularly described in the **First Schedule** hereunder written. The entire 3086.27 sq.mtrs is bifurcated in the following scenario

01. Plot Area 838.00 sq.mtrs belongs to La Serena existing building in the plot
02. Plot Area 652.27 sq.mtrs belongs to Bungalow
03. RG Area is 600 sq.mtrs
04. **Plot Area 996.00 sq.mtrs belong to project which is being registered as Umar Park**.

AND W H E R E A S the said Mr. Haji Mohamed Oomer Fateh Mohmed alias Mr. Mohamed Oomer Fateh Mohmed alias Mr. Moham med Oomer Fateh Mohammed Haji Yusuf died intestate on 02nd November, 1980 at Mumbai leaving behind MR. MOHAMED YUSUF MOHAMED OOMER, MAIMOONABAI ESHAK KASAM, MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED and MISS. HAJRA MOHAMED OOMER FATEH MOHMED as his only legal heirs and representative entitle to his estate as per the Sunni Law by which he was governed at the time of his demise.

AND W H E R E A S the said Mrs. Halimabai Mohammed Oomer wife of Mr. Haji Mohamed Oomer Fateh Mohmed alias Mr. Mohamed

Oomer Fateh Mohmed alias Mr. Mohammed Oomer Fateh Mohammed Haji Yusuf predeceased to the said deceased Mr. Haji Mohamed Oomer Fateh Mohmed alias Mr. Mohamed Oomer Fateh Mohmed alias Mr. Mohammed Oomer Fateh Mohammed Haji Yusuf in the year, 1975 without making any WILL or Testamentary.

AND W H E R E A S the said MR. MOHAMED YUSUF MOHAMED OOMER has obtained Letter of Administration on 29th June, 1983 from the Hon'ble High Court to administer the said property and other immovable properties left over by the said Mr. Haji Mohamed Oomer Fateh Mohmed alias Mr. Mohamed Oomer Fateh Mohmed alias Mr. Mohammed Oomer Fateh Mohammed Haji Yusuf and accordingly the name of MR. MOHAMED YUSUF MOHAMED OOMER came to be mutated in the property registered card in respect of the said large property .

AND W H E R E A S the said MR. MOHAMED YUSUF MOHAMED OOMER also died intestate on 18th September, 1986 at Mumbai leaving behind MRS. RAZIA MOHAMED YUSUF MOHAMED OOMER, MRS. GULREZ HASHIM GAYA, MR. SAMEER MOHAMED YUSUF MOHAMED OOMER and MR. AMIR AMANULLAH MOHAMED YUSUF as his only legal heirs and representative entitle to his estate as per the Sunni Law by which he was governed at the time of his demise.

AND W H E R E A S even, the said MR. MOHAMED YUSUF MOHAMED OOMER could not administer the said property due to his demise and therefore once again the Letter of Administration has been obtained on 04th November, 1993 from the Hon'ble High Court at Bombay under the Testamentary and Intestate Jurisdiction, bearing Petition No. 474 of 1981 by the two daughters of the original owners namely MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED and MISS. HAJRA MOHAMED OOMER FATEH MOHMED to administer the said property and other immovable properties left over the said Mr. Haji Mohamed Oomer Fateh Mohmed alias Mr. Mohamed Oomer Fateh Mohmed alias Mr. Mohammed Oomer Fateh Mohammed Haji Yusuf.

AND W H E R E A S thereafter, MRS. MAIMOONABAI ESHAK KASAM alias MRS. MAIMUNABAI E. KASAM also died intestate on 07th August, 1990 without making any WILL or Testamentary. Even her husband Mr. Eshak Kasam had predeceased to the said deceased MRS. MAIMOONABAI ESHAK KASAM alias MRS. MAIMUNABAI E. KASAM and they were having no children/s out of their wedlock and were having two sisters namely MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED and MISS. HAJRA MOHAMED OOMER FATEH MOHMED as her only legal heirs and representative entitled to her estate and property as per the Sunni Law by which she was governed at the time of her demise.

AND W H E R E A S prior to December, 2002 on the said larger property there were 3 structures/ buildings i.e. one main bunglow known as **"Dilkush Bunglow"**, the building of ground plus two upper floor known a Umar Park occupied by the tenants and on old house structure behind Umar Park consisting of ground plus one storey **also occupied by the tenants.** In the year, 2002 Arth Housing Development Private Limited approached then owner i.e. the predecessor in title of the promoter herein for the grant of the development right in respect of the portion of the said larger property and the owners have agreed to grant the development right to Arth Housing Development Private Limited in respect of the said portion of larger property adms. 838 sq. mtrs., with an intention to develop the said property in phasewise manner. The parties accordingly have prepared a plan wherein the said building was marked as ***Structure-A***, the tenanted building is marked as ***Structure-B*** and the outhouse behind umar park was marked as ***Structure-C***. The parties also for convenience and for better clarity have prepared the plan of the said larger property thereby dividing the said larger property into two parts i.e. Plot-A, adms. 2248 sq. mtrs., on which the building Umar Park and outhouse and other structure of the owner is situated and retained by the owners and Plot-B, adms. 838 sq. mtrs., for which the owners has agreed to grant the development right to the said Arth Housing Development Private

Limited for developing the said property in phasewise manner. The copy of the said plan duly showing the Sub-Plot-A and Sub-Plot-B is also annexed hereto at **Annexure-"A"** as annexed to the development agreement dated 23.12.2002.

AND W H E R E A S vide two separate Development Agreements both dated 23rd December, 2002 executed between MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED, MISS. HAJRA MOHAMED OOMER FATEH MOHMED, MRS. RAZIA MOHAMED YUSUF MOHAMED OOMER, MRS. GULREZ HASHIM GAYA, MR. AMIR AMANULLAH MOHAMED YUSUF and MR. SAMEER MOHAMED YUSUF MOHAMED OOMER ("The Owners") and Arth Housing Development Private Limited ("The Developer"), the said MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED & 5 others have granted the development right of a portion of the said large property viz. ALL that piece and parcel of land adms. 838 sq. mtrs., or thereabouts, bearing CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai city and Mumbai situate, lying and being at Andheri Versova Road now known as Jay Prakash Road, Andheri (West), Mumbai (for the sake of brevity hereinafter referred to as the "***FIRST PROPERTY***") and more particularly described in the ***Second Schedule*** hereunder written in favour of Arth Housing Development Private Limited for the consideration and upon the terms and condition mentioned therein. As pre the said Development Agreement both dated 23.12.2002 the said first property was marked as Sub-Plot-B and more particularly described in the first schedule to the said Development Agreement dated 23.12.2002 and the remaining portion of the said larger property adms. 2248 sq. mtrs., was marked as Sub-Plot-A and more particularly described in the second schedule of the said Development Agreement both dated 23.12.2002. As per the aforesaid Development Agreement dated 23.12.2002 it was specifically agreed that the owner shall retain the sub-plot A with them permanently and owner shall grant a lease in respect of Sub-Plot-B adms. 838 sq. mtrs., to the said Arth Housing Development Private Limited or their nominee including the co-operative housing

society of the limited company or the association of the premise purchasers from the said Arth Housing Development Private Limited on the said first property i.e. Sub-Plot-B. As per the said Development Agreement dated 23.12.2002 it was also agreed between the parties that if any additional FSI is available in respect of the said first property by virtue of increase in FSI or due to increase in the area of survey and measurement in such event such additional FSI shall belong to the owner absolutely and the said developer and/or the proposed society or the limited company have not right or lien and interest thereon. As per terms of the said development agreement it was also agreed by the said Arth Housing Development Private Limited that they shall make a provisions in an agreement for sale of the flat with the flat purchasers of the building to be constructed on the said first property being the Sub-Plot-B reproducing the relevant clauses from the said Development Agreement dated 23.12.2002 protecting the right of the owners and giving notice of the owners right to the flat purchasers. The copy of the said plan as annexed to the development agreement dated 23.12.2002 wherein the said large property was notionally divided into two plot i.e. sub-plot-A and sub-plot-B is annexed at **Annexure-1**.

AND W H E R E A S thereafter the said MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED & 5 others vide two separate Deed of Confirmation both dated 21st April, 2013 also confirmed the execution of Development Agreements dated 23rd December, 2002 in favour of Arth Housing Development Private Limited.

AND W H E R E A S the said Arth Housing Development Private Limited thereafter, have constructed the building known as "**LA-SERENA**" on the said *first property* upon obtaining the necessary sanction and approval from the concerned local authorities.

AND W H E R E A S thereafter Arth Housing Development Private Limited have already constructed and completed one building 'La-Serena' consisting of Ground plus 14th upper floors on the said *first property* for which infact the Occupation Certificate bearing no. CE/7368/WS/AK is also been

issued on 24.09.2008 by MCGM. The said Arth Housing Development Private Limited have also executed the agreement in favour of the flat purchasers thereby informing/ incorporating the relevant terms and condition of the aforesaid development agreement dated 23.12.2002 and the flat purchasers have purchased the said flat with the notice/ terms and condition of the aforesaid development agreement. As per the terms of the said agreement for sale, the flat purchasers of the said building La-Serena has been specifically informed that upon completion of the entire development work in respect of the entire large property, the owner will execute lease in favour of the society of the flat purchasers of the building La-Serena for 838 sq. mtrs. i.e. the first property.

AND W H E R E A S infact the Premises/office purchasers in the said building have also formed their society in the name and style of ''La-Serena Co-operative Housing Society Ltd.' under the provisions of the Maharashtra Co-operative Societies Act, 1960.

AND W H E R E A S thereafter, the said MISS. SHERBANOO MOHAMED OOMER FATEH MOHMED also died on 26th May, 2015 at Mumbai as spinster leaving behind her only sister namely MISS. HAJRA MOHAMED OOMER FATEH MOHMED as her only legal heirs legal heirs and representative entitled to her estate and property as per the Sunni Law by which she was governed at the time of her demise.

AND W H E R E A S thereafter, the said MRS. RAZIA MOHAMED YUSUF MOHAMED OOMER also died on 25th November, 2017 at Mumbai who was the wife of the deceased son of the original owner leaving behind MRS. GULREZ HASHIM GAYA, MR. SAMEER MOHAMED YUSUF MOHAMED OOMER and MR. AMIR AMANULLAH MOHAMED YUSUF as her only legal heirs and representative entitle to her estate as per the Sunni Law by which she was governed at the time of her demise.

AND W H E R E A S as aforesaid on the demises of above mentioned deceased persons, said MISS. HAJRA MOHAMED OOMER FATEH MOHMED become the owner of 75% share in the said larger

property, MRS. GULREZ HASHIM GAYA become the owner of 8.33% share in the said property, MR. SAMEER MOHAMED YUSUF MOHAMED OOMER become the owner of 8.33% share in the said property and MR. AMIR AMANULLAH MOHAMED YUSUF become the owner of 8.34% share in the said larger property as per the Sunni Law by which they are governed.

AND W H E R E A S vide Deed of Release dated 08th March, 2021 duly registered at the office of Sub-Registrar of Assurances, Andheri Taluka, at Andheri-6 bearing Document No. BDR-17/3263/2021, Dated. 08.03.2021, the said MISS. HAJRA MOHAMED OOMER FATEH MOHMED, MRS. GULREZ HASHIM GAYA and MR. SAMEER MOHAMED YUSUF MOHAMED OOMER, therein referred to as the Releasors, the Releasors have collectively released and relinquished their undivided 91.66% share, right, title and interest in the said property in favour of **Promoter herein, therein referred to as the Releasee,** and thus the said **promoter herein** has become the absolute owner of the said larger property.

AND W H E R E A S the name of the promoter herein **came to be recorded in the property registered card** as well as in the other revenue records **as the owner of the said property**.

AND W H E R E A S as aforesaid the building Umar Park of ground plus two upper floor and the outhouse behind the Umar Park was standing on the balance portion of the said large property i.e. ALL that piece and parcel of land adms. 2248 sq. mtrs., or thereabouts, bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai suburban situate, lying and being at Jay Prakash Road, Andheri (West), Mumbai (for the sake of brevity hereinafter referred to as "**said property/project land**") and more particularly described in the **Third Schedule** hereunder written and delineated in **RED colour** boundary line in the plan annexed and marked as Annexure-B hereto.

AND W H E R E A S the said building known as "**Umar Park**" was consisting of Ground plus Two upper floors having in all 20 rooms/tenements/shops. The rooms/tenements/shops in the said building **'Umar Park'** are let out on monthly tenancy basis to various tenants (for the sake of brevity hereinafter referred to as **'said existing building'**).

AND W H E R E A S as the said building '**Umar Park**' was in dilapidated and in dangerous condition, the Mumbai Municipal Corporation has issued the Notice under section 354 of the BMC Act, 1888 bearing no. KW/354/251/BF/AE-III dated 30.06.2021 so as to vacate and pull down the said building and accordingly the MCGM have demolished the said building being in dilapidated and in ruinous condition.

AND W H E R E A S the Promoter herein at present have undertaken the development/ redevelopment of the said building **'Umar Park'** and majority of the tenants/occupants of the said building **'Umar Park'** have already granted their irrevocable consent for the same in favour of the Promoter herein.

AND W H E R E A S the promoter herein have already executed the Agreement for Permanent Alternate Accommodation with the majority of the tenants and they are required to be re-accommodated in the new building to be constructed on the said property/project land as per the terms and condition of the Agreement for Permanent Alternate Accommodation executed by the promoter.

AND W H E R E A S the promoter is entitled and enjoined upon to construct the building on the project land in accordance with the retails herein above.

AND W H E R E A S the promoter is in possession of project land.

AND W H E R E A S as aforesaid Promoter herein is developing the said property/project land in phased wise manner and the Promoter now in present phase have proposed the building to be known as **'……..'** consisting

of ……. basement, ground plus ……. Floors commercial plus ……. to …….. upper floor residential floors, together with other necessary amenities and services thereto for the purpose of selling, leasing or otherwise transferring the same to the prospective Allottees, lessees and other transferees (collectively referred to as **"SAID BUILDING/PROJECT"**) as per the terms, conditions, stipulation and provisions contained in the aforesaid Agreements, and Promoters are also entitled to sign and execute the necessary agreement, deeds, documents and writings with the Allottees/ transferees of the said Apartment.

AND W H E R E A S the promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND W H E R E A S the Promoter has registered the project under the provisions of the Act with the Real Estate Authority at _____ no. _____. The authenticated copy is attached in Annexure-….

AND W H E R E A S the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the Real Estate Project.

AND W H E R E A S the promoter being the owner and promoter of the said property/ project land has sole and exclusive to sell the apartments/units comprised in the Real Estate Project and to enter into this Agreement with the Allottee/s and receive the Sale Consideration (as defined below) in terms hereof.

AND WHEREAS On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Real Estate Project, the layoutplans, typical floor plans, designs and specifications prepared by the project Architect, and such other documents as are specified under the RERA and the Rules and Regulations made thereunder.

AND WHEREAS the Promoter become the owner of the said Property, in the manner more particularly set out in the Title Certificate dated …….. issued by …….. ("**the said Title Certificate**"). A copy of the said Title

Certificate is annexed hereto and marked as **Annexure "....".**

AND WHEREAS on demand from the Allottee/s, the Promoter have given inspection to the Allottee/s of all the documents of title relating to the Real Estate Project, the layoutplans, typical floor plans, designs and specifications prepared by the project Architect, and such other documents as are specified under the RERA and the Rules and Regulations made thereunder.

AND WHEREAS while sanctioning the aforesaid plans concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictionswhich are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only theoccupancy certificate in respect of each of the buildings comprised in the Real Estate Project shall be granted by the concerned local authority.

AND WHEREAS the Promoter has, accordingly, commenced construction of the Real Estate Project in accordance with the aforesaid plans and approvals obtained/to be obtained by the Promoter.

AND WHEREAS the Allottee/s has approached the Promoters for purchasing the premises in the Real Estate Project, more particularly described in the **Fourth Schedule** hereunder written (hereinafter referred to as the "**said Apartment**") for consideration as set out in the **Fourth Schedule** ("**Sale Consideration**") payableby the Allottee/s to the Promoters in the manner set out in the **Fourth Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement.

The carpet area of the said Apartment is set out in the ***Fourth Schedule*.** The term "carpet area" means the carpet area as defined under RERA.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS Under Section 13 of the RERA, the Promoters are required to execute a written Agreement for sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agrees to purchase the said Apartment, in the mannerset out hereinbelow.

The copies of the following are annexed hereto and marked as follows:

Annexure "A"	Copy of the plan with the land details
Annexure "B"	Copy of the proposed layout plan of the Real Estate Project
Annexure "C"	Copy of the IOD/Amended Plan
Annexure "D"	Copy of the CC
Annexure "E"	Copy of the RERA Registration Certificate
Annexure "F"	Copies of the Property Register Cards of the said Land
Annexure "G"	Copy of the said Title Certificate
Annexure "H"	Copy of the floor plan of the said Apartment

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

1. 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 interpretedin derogation of RERA or Rules framed thereunder.

2. The Promoter shall construct the Real Estate Project known as *"……."*, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The name of the New Building shall not be changed by allottee/s ofthe Real Estate Project and / or the Society without the prior written

permission of the Promoter and the same shall always be as decided by the Promoter from time to time. The Real Estate Project shall have the description and amenities as set out in this Agreement. **PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in 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/s herein.

3. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s Apartment/Unit/Shop No. …… of the type …….. Of carpet area admeasuring …… sq. meters on ……. floor in Wing/ Building No. …….. in Phase-II (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs……/- including Rs. ……../- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description if gte common areas and facilities which are more particularly described in the ***"Fourth Schedule"*** annexed herewith.

4. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces being nos. ……. situated at ……. Basement and/or stilt being constructed in the same building / layout for the consideration of Rs. ……../-.

5. The total aggregate consideration amount for the apartment including covered parking space is thus Rs. ……/-.

6. The Allottee/s has paid on or before execution of this Agreement a sum of Rs. ……/- (Rupees …….. only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that promoter the balance amount of Rs. ……/- (Rupees

…….. only) in the following manner;

i. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 30% of the total consideration) to be paid to the promoter after the execution of agreement.

ii. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 45% of the total consideration) to be paid to the promoter on completion of the Plinth of the said building.

iii. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 70% of the total consideration) to be paid to the promoter on completion of the slabs including podiums and stilts of the building.

iv. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 75% of the total consideration) to be paid to the promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 80% of the total consideration) to be paid to the promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment..

vi. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 85% of the total consideration) to be paid to the promoter on completion of the external plumbing and external plaster, elevations, terraces with water proofing, of the said building in which the said apartment is located.

vii. Amount of Rs. ……/- (Rupees …….. only) (not exceeding 95% of the total consideration) to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building in which

the said apartment is located.

viii. Balance Amount of Rs. ……/- (Rupees …….. only) against and at the time of handing over of the possession of the apartment to the allottee on or after receipt of occupancy certificate or completion certificate.

7. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has/ have agreed to purchase from the Promoters the said Apartment on the basis of the carpet area only and the Sale Consideration agreed to be paidby the Allottee/s to the Promoters is agreed on the basis of the carpet area of the said Apartment.

8. The payment of the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings by the Allottee/s in accordancewith the provisions of this Agreement, is the basis of the sale and is one ofthe principal, material and fundamental terms of this Agreement (time being the essence). The Promoters have agreed to allot and sell the said Apartment to the Allottee/s at the Sale Consideration inter-alia upon the Allottee/s having agreed to pay the Sale Consideration and Other Charges (as defined below), taxes, maintenance and outgoings in accordance withthis Agreement.

9. The common areas, facilities and amenities is on the RG Area as well as on the 07th Floor on the building and/or any other portion in the Real Estate Project that may be usable by the Allottee/s and other allottees of the Real Estate Project ona non-exclusive basis are listed in the **…….. Schedule** are hereinafter referred to as "**Real Estate Project Amenities**". However the amenities of RG Area shall be commonly used with the other flat purchasers of the building La-Serena.

10. The Sale Consideration and the Other Charges above exclude taxes including but not limited to Goods and Service Tax, Property Tax, Swatch Bharat Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or thesaid Apartment and/or this Agreement. All the aforesaid taxes shall be borne and paid by the Allottee/s alone and the Promoters shall not be liableto bear or pay the same or any part thereof. 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 anylocal, 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 Apartment and/or the said Car Parking Space (as defined hereunder), shall be borne and paid by the Allottee/s alone and thePromoters shall not be liable to bear or pay the same or any part thereof.

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

12. The Promoter shall confirm the final carpet area of the said Apartment that has been allotted to the Allottee/s after the construction of the New Building is completed and the occupancy certificate for the same has beengranted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (plus or minusthree percent). The consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reductionin the carpet area within the defined limit then Promoters shall refund theexcess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoters shall demand additional Sale Consideration from the Allottee/s as per the next milestone of the stage-wise payment due as detailed in the Third Schedule**.** All thesemonetary adjustments shall be made at the same rate per square meters as agreed under this Agreement.

13. It is hereby agreed between the Parties hereto that the measurements of

the final carpet areas as aforesaid 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/s alone. After the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s shall have no dispute or claim of whatsoever nature with regard to the said Apartment or otherwise against the Promoters.

14. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be appropriated at the discretion of the Promoters, firstly to the interest (if any, discharge of any damages,), secondly towards taxes/statutory charges payable/reimbursable (if any) by the Allottee/s (asper the provisions of this Agreement) and lastly towards the principal amount payable by the Allottee/s. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/stowards the Sale Consideration or any part thereof or any other amount that may be owed by the Allottee/s to the Promoters. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoters under this Agreement and in law including the right to terminate this Agreement.

15. All payments shall be made by way of demand drafts / pay orders / accountpayee cheques / RTGS / ECS / NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **…….. Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of / to the account of the Promoter more particularly mentioned in the **…….. Schedule** hereunder written. Any payments made in favour of / to any other accountother

than as mentioned in the **…….. Schedule** shall not be treated as payment towards Sale Consideration in respect of the said Apartment. ThePromoter shall be entitled to change the account (as set out in the **…….. Schedule**) by giving a written notice to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

16. The Promoter shall have a first and prior charge on the said Apartment with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.

17. Further, the Allottee/s or the bank/financial institution making payment ofSale 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 tothe credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed by the Allottee/s / financial institution while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s / financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / financialinstitution's notice. The credit for the TDS amount deposited by the Allottee/s / bank / financial institution will be given to the Allottee/s onlyupon receipt of the original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income TaxDepartment website. In the event, the Allottee/s fails to produce the original TDS Certificates for all the payments made by the Allottee/s at the time of handing over possession of the said Apartment or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalentTDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession ofthe said Apartment. In case the Allottee/s fails to handover all the originalTDS 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 Promoter

shall be entitled to appropriate the saiddeposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s 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/s herebyindemnify(ies) the Promoters from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoters.

18. The Allottee/s 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 Promoter, then without prejudice to any other rights or remedies available with the Promoters under this Agreement and in law, the Promoter 1 shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due datetill the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoters.

19. The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due, without any demands of rebate on the advance payments made by the Allottee/s towards the Sale Consideration.

20. The Allottee/s hereby declares and confirms that prior to the execution ofthis Agreement, the Promoter have made full and complete disclosure oftheir right, title and interest in the Real Estate Project and the Allottee has/have 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 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 Apartment;

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

(iv) The nature of the organization to be constituted of the allottees of the premises/apartments in the Real Estate Project;

(v) The approvals to be obtained, in relation to the Real Estate Project;

(vi) Nature of responsibilities of the Promoters and Allottee/s under this Agreement;

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

21. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said property and/said Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.

22. The Allottee/s further confirms and warrants that the Allottee/s has independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project 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 timein future. The Allottee/s confirms that the Allottee/s has been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee has decided and agreed to enter into this Agreement. The Allottee has accepted the right, title and interestof the Promoters in respect of the Real Estate Project and doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirms that the Allottee/s has agreed to purchase the said Apartment based on the terms and conditions stated hereunder and that the Promoters shall not be held liable foranything not stated in this Agreement.

23. It is expressly agreed that the right of the Allottee/s under this Agreementor otherwise shall always be restricted only to the said Apartment agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/smaking full and final payment of the Sale Consideration, Other Charges (as defined below), taxes, maintenance and outgoings payable in pursuance hereof to the Promoters in accordance with this Agreement andonly on the Allottee performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without anybreach

of the same.

24. The Allottee/s agree that in the event of any change in plan due to statutoryrequirements or otherwise, the Promoters shall have option to allot any other apartment/premises, of the same area mentioned in this Agreement,in lieu of the said Apartment hereby agreed to be sold. Provided that SaleConsideration shall be adjusted at the same rate as agreed herein.

25. The said Car Parking Space is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter.

26. The Promoter shall identify and allocate the said Car Parking Space simultaneously with offering possession of the said Apartment. The decision of the Promoter with respect to such identification and allocation of the said Car Parking Space shall befinal and binding on the Allottee/s and the Allottee/s hereby gives his/ her irrevocable consent for the same and undertakes not to dispute such allocation, the size, location and type of arrangementand / or for any reason whatsoever at any time in future.

27. The Allottee/s undertakes not to sell/transfer/lease or give onlicense or in any other manner part with the said Car Parking Spaceallotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Space shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shallhave right inter-alia to levy such penalty or take such action as theymay deem fit.

28. The Allottee/s undertakes to pay such maintenance charges in respect of the said Car Parking Space as may be decided by the Promoter or the Society / the Societies from time to time.

29. The Allottee/s agrees not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Space for any reason whatsoever.

30. The Allottee/s is aware that just as the said Car Parking Space will be for his/her/its exclusive use, similar exclusive usage right of the

respective parking space/s to other allottee/s of the premises in the New Building shall be granted by the Promoter and the same shall be binding on the Allottee/s, his nominees and assigns. The details of the allocation of the parking spaces will be handed over to the Society (defined hereunder), asand when formed. The Allottee/s shall cause the Society to ratify the parking permission/allocation in favour of the Allottee/s and further that the Allottee/s shall not cause the Society to the change the allocation of parking spaces of other allottee/s. The Allottee/s shall be permitted to usethe said Car Parking Space, subject to the rules and regulations of the Society.

31. <u>RIGHTS AND ENTITLEMENTS OF THE PROMOTERS:</u>

31.1 As the promoter shall be developing the said property/ project land in various phases, the Promoter hereby declare that the Promoter proposes to utilize the FSI of ……. square meters approximately on the Developable Land to construct the New Building by availing of Transferable Development Rights ("**TDR**") or FSI available on payment of premiums or FSI availableas incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR, which are applicable to the Real EstateProject. The Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the aforesaid proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

31.2 The Real Estate Project Amenities may not be ready and operational at thetime of handing over the possession of the said Apartment to the Allottee/s. The Promoter contemplates to complete and provide the RealEstate Project Amenities only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof, to which the Allottee/s accords his/her/their irrevocable consent. The Promoter reserves their rights to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities, for which the Allottee/s hereby confirms such right

of the Promoter and shall not raise any objections to such substitution, upgradation, modification, deletion, relocation or enhancement. Though the Real Estate Project Amenities shall form part of the New Building, but they may be used by the Allottee/sonly in accordance with the rules and regulations framed by the Promoterand / or the Society / the Societies, from time to time.

31.3 The Promoters shall be entitled to club, amalgamate the development/redevelopment of the said Land with adjacent/adjoining properties or any other properties. The same may be taken as a common integrated layout with the said Land/Developable Land (or part thereof) orotherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoters shall be entitled to take steps including but not limited to following:

(i) Amalgamate and / or club schemes of development of the adjoining properties, other properties, land plates, landcomposition and land mix.

(ii) Float FSI/TDR from the Larger Land onto the other land / properties and / or from the other land / properties onto the said Land/Developable Land and undertake consequent construction, development, sale, marketing and alienation.

(iii) 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 lawand / or as stated / disclosed herein.

(iv) Provide common access and entry and exit points to and from the said Land/Developable Land (or part thereof) and the other properties, which may be used in common by the allottees/occupants of premises/apartment constructed on the said Land/Developable Land (or part thereof) and the balance portion of the said Land/Developable Land and other properties.

(v) Upon such acquisition, clubbing or amalgamation of other lands /properties the magnitude and scope of the Real Estate Project and

/ or the said Land/Developable Land shall vary and modify in accordance with the actual acquisition of other lands / properties /projects.

32. The Promoter shall formulate the rules, regulations and bye-laws for themaintenance and upkeep of the Real Estate Project.

32.1 All the revenues generated of any nature whatsoever from the Real Estate Project including from the Real Estate Project Amenities till the date of handing over management and maintenance of the Real Estate Project to the Society / the Societies shall solely belong to the Promoters, and neitherthe Allottee/s nor the Society / the Societies and / or any other allottee of the Real Estate Project shall have any claim over the same. The Allottee/shereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoters.

32.2 The Allottee/s agrees that the Promoters shall be entitled to amend the sanctioned/proposed plans in order to utilise the maximum development potential (present/future) of the said Land, in accordance with the plans asmay be approved by the MCGM, but without altering the location, area and internal amenities of the said Apartment agreed to be acquired the Allottee/s under this Agreement.

32.3 The Allottee/s agrees that the Promoters shall be entitled to deal with, sell or otherwise dispose of any part of the New Building on the DevelopableLand and to permit the same to be utilised for any purpose and shall be entitled to obtain change in user thereof at the sole discretion of the Promoter.

32.4 The Allottee/s agrees that the Promoters shall be entitled to construct any additional floor/s and/or facility as may be permitted under the applicablelaw and as per the sanctioned plans.

32.5 The Allottee/s agrees that the Promoters shall be entitled to construct a temporary structures including any site offices/ show flats/ site lounges within the Real Estate Project in connection to the development of the saidLand / Developable

Land and to access/use the same anytime without any restrictions whatsoever including to use any of the premises constructed in the New Building as sample flat/show flat for representational purposes until the development of the said Land and/or adjoining lands, if any, is completed in all respects.

32.6 The Allottee/s agrees that the Promoters shall be entitled to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in the Real Estate Project and all its right, title and interest therein.

32.7 The Allottee/s agrees that the Promoters shall be entitled to put signage/boards to reflect the name of '……..' (and/or any other brand name the Promoter is entitled/permitted to use or as desired by the Promoter) on the façade, terrace, compound wall and/or any other part/location of the Real Estate Project, as the Promoter in its sole, absolute and unfettered discretion may deem fit. The Promoters shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever in nature within the said Land. The Promoter 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, illuminated/ non-illuminated boards, MS Letters, and Vinyl & Sun Boards or Digital Display Board or in 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 and shall be entitled to all the revenues arising from the same. The Promoter 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/s or the Society / the Societies of the purchasers in the Real Estate Project shall not directly or indirectly obstruct the same. The Allottee/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Apartment and/or claim any compensation or damage on the ground of inconveniences

or any other ground whatsoever from the Promoter. The Promoters has and shall continue to have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promotershall not be liable to pay any fees, charges or moneys for the same to the Society / the Societies. The Promoter shall have an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as an '……..' project.

32.8 In the event of the Society being formed and registered before the sale anddisposal by the Promoter of all the premises in the Real Estate Project, thepower and authority of the Society so formed or that of the Allottee/s and the allottee/s of other premises in the Real Estate Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and, in particular, the Promoter shall have the absolute authority and control as regards the unsold premises, un-allotted/unassigned car parking spaces and the disposal/allocation thereof.

32.9 If at any time before or during the currency of the development of the said Land/Developable Land, any part of the same is taken over by the government authorities or any regulatory authorities on account of the same forming part of any D.P. Road, set back area and/or for any other purpose, to any institution or body whether central or state government orany local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee/s shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limitedto grant of any FSI/TDR/any permission to put up any additional floors or grant of any incentive FSI (which will be over and above the declared/disclosed aggregate FSI), the Allottee/s shall not have

any claimon the same and the same shall vest in and belong solely to the Promoter. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoterdevelops the same, whether or not the same forms a part of the said Land/Developable Land and in that case if on account of such development of the same, MCGM or any other authority rewards any benefit whether monetary or otherwise, the Allottee/s agrees that the Allottee/s shall not have any sort of claim on the same and the same shallvest in and belong solely to the Promoter.

33. <u>DELAYS AND TERMINATION:</u>

33.1 If the Promoter fails to abide by the time schedule for completion and offering of the said Apartment to the Allottee/s on/or before the PossessionDate (as defined below), subject to Force Majeure Events as stated hereinbelow, the Allottee/s shall be entitled to either:

(i) Call upon the Promoters by giving a written notice by courier or E-mail or Registered Post A.D. ("**RPAD**") at the address provided by the Promoters ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), on all the amounts paid by the Allottee/s towards the Sale Consideration till the date on the Interest Notice, for every month of delay, till the offering the possession of the said Apartment.

OR

(ii) Terminate this Agreement by giving written notice to the Promoters by RPAD at the address provided by the Promoters ("**Allottee/s Termination Notice**"). Except for the failure of the Promoter to offer the possession of the said Apartment on or about the Possession Date (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s Termination Notice by the Promoters, thisAgreement shall stand terminated and

cancelled forthwith. Withina period of 30 (thirty) days from the date of receipt of the Allottee/s Termination Notice by the Promoters, the Promoters shall (subjectto deduction / adjustment of the bank loan, if any, availed by the Allottee/s from any Bank / Financial Institution against the mortgage / security of the said Apartment and applicable taxes including but not limited to GST, stamp duty and registration charges and outgoings, the balance amounts of the Sale Consideration, if any) refund to the Allottee/s the balance amountsalready received by the Promoters under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoters received such amount/part thereof till the date suchamounts with interest at the Interest Rate thereon are duly repaid simultaneously with the Allottee/s executing and registering a deed of cancellation of this Agreement. On such repayment of theamounts payable by the Promoters (as stated in this Clause) to the Allottee/s, the Allottee/s shall have no claim of any nature whatsoever against the Promoters and/or the said Apartment and/orthe Car Parking Space and the Promoters shall be entitled to deal with and/or dispose-off the said Apartment and/or the Car Parking Space in the manner it deems fit and proper, without any suit, claim or demand of the Allottee/s in any nature whatsoever. It is agreed and clarified that the Promoters are not and shall not in any way beliable for the payment of any loans taken by the Allottees from anybanks and / or financial institutions or otherwise for purchasing the said Apartment. If the Allottee/s does not settle the bank loan and execute and register the deed of cancellation within 15 (fifteen) days from the date of the Promoters receiving the Allottee/s Termination Notice, the Promoters shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoters shall be at liberty to sell and transfer the said Apartment and

assign the CarParking Space, if any, to any third party of its choice on such termsand conditions as the Promoter may deem fit in its sole discretion. In case the Allottee/s elects his remedy under Clause …… above, then in such a case the Allottee/s shall not be entitledto the remedy under Clause …….. above and vice-versa, save andexcept as deemed fit by the Promoter.

33.2 If the Allottee/s commits default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee/s shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date of the Demand and Tax Invoice till the date suchamounts are fully and finally paid together with the interest thereon at theInterest rate.

33.3 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/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including but not limited to his/her/its proportionate shareof property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) and on the Allottee/s committing 3 (three) defaults of payment of installments, or breach of any of the provisions of this Agreement, the Promoters shall at its own option be entitled to terminate this Agreement.

33.4 Provided that, Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s, by RPAD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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/s fails to rectify the breach/s mentioned by the Promoters within the period of aforesaid notice then at the end

of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, thePromoter shall refund to the Allottee/s (subject to adjustments and recovery of the said Deductions [*as defined hereinbelow*] or any other amounts which may be payable to the Promoter) within the period of 30 (thirty) days of the termination, the instalments of Sale Consideration in respect of the said Apartment which may till then have been paid by the Allottee to the Promoter.

33.5 Simultaneously with the termination of this Agreement and prior to refundof the Sale Consideration, if any, as aforesaid, the Allottee/s shall, withoutdemanding any money, execute and register, the deed of cancellation or such other documents (as may be required by the Promoters) ("**Deeds**") in respect of the said Apartment confirming the termination in the form and manner as may be required by the Promoters. The Allottee/s shall executeand register the above Deeds within 15 (fifteen) days of the receipt of intimation from the Promoters which shall be prior to refund of the Sale Consideration, if any, as aforesaid by the Promoter and shall return all the original documents with regards to this transaction including *inter alia* thisAgreement to the Promoter. The Parties further confirm that any delay ordefault in execution / registration or non-execution of the Deeds shall notprejudice the cancellation, the Promoters' right to terminate this Agreement and / or adjust and recover the said Deductions and thePromoters right to sell/transfer the said Apartment including but notlimited to Car Parking Space, if any, to any third party (as set out below).

33.6 Further, upon the termination of this Agreement by the Promoter, the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the said Car Parking Space, if any, and the Promoters shall be entitled to deal with and/or dispose of or alienate the said Apartment and the said Car Parking Space, if any, in the manner as the Promoters may deem fit without any reference to the Allottee/s and without any suit, claim or demand of the Allottee/s in any manner

whatsoever. Also, the Promoters shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following amounts ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalentto 9.9% (Nine point Nine percent) 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 by the Promotersto channel partner/agent, (c) all other unpaid taxes and outgoings in respectof the said Apartment up to the date of the Promoters' Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by it/him/her/them, amount of stamp duty and registration charges and expenses and/or any other administrative charges incidental thereto payable on the deed of cancellation, (f) in case the Allottee/s has opted for subvention scheme, the total amount of pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending bank/financial institution, (g) any amount/ interest reimbursed by Promoters to the Allottee/s, (h) in case the Allottee/s has availed any loan against mortgage of the said Apartment, 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.

33.7 Further, upon termination of this Agreement, the Promoters shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

33.8 The Allottee/s waives his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions and acknowledges that the amount of the said Deduction is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoters. The understanding arrived at in this Clause formsthe material and

fundamental basis on which the Promoters have agreed tosell the said Apartment to the Allottee/s.

33.9 Without prejudice to rights and remedies available to the Promoters under this Agreement and under the law, the Allottee/s agrees that if the Allottee/s has taken a loan from any bank/financial institution against thesecurity of the said Apartment with NOC of the Promoters and this Agreement is terminated by either party then in that case Allottee/s 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 Apartment.

33.10 Notwithstanding anything contained herein, in case, upon either of the Party cancelling the allotment of the said Apartment and termination of this Agreement, the Promoters shall after deducting all the costs set out inthis Agreement, first offer the balance amount, 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/s in terms of this Agreement.

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

33.12 The Allottee/s agrees that in the event of termination and/or

determination of this Agreement, it will be obligation of the Allottee/s to claim the refundof TDS amount, if any, from the Income Tax Department and the Promoters shall not be responsible for the same.

34. FACILITY MANAGER/S / UTILITY PROVIDER/S:

34.1 The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the utility providers ("**Utility Providers**") i.e., entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption, etc.,("**Utilities**") for supplying of these utilities to the allottees in the Real Estate Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s 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. This Clause shall not be interpreted / construed to mean that the Promoters are obligated / liable to provide all or any of the Utilities whether or not the Promoters have entered into agreements / arrangements with any person, or otherwise the Promoters are in a position to provide all Utilities or anyof them.

34.2 The Promoter shall have the right to undertake, upkeep and maintenanceof the Real Estate Project including for the Real Estate Project Amenitiesand in this regard shall have the right to enter into contract, agreement withany third party / vendors / agency for the purpose of maintenance and upkeep of the Real Estate Project including for the Real Estate Project Amenities ("**Services**") in full or in part and such decision shall be final and binding upon the Allottee/s ("**Facility Manager/s**"). The tenure of Facility Manager/s shall be until the Promoter offer to hand over the management and maintenance of the Real Estate Project to the Society / the Societies and/or until such other period as may be decided by the Promoter. Upon handing over management and maintenance of the RealEstate Project to the Society / the Societies, the Society / the Societies shallbe

entitled to undertake the management and maintenance of the Real Estate Project including the Real Estate Project Amenities. The Promotermay also formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project including the Real Estate Project Amenities and the Allottee/s 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.

34.3 The Promoter shall have the right to designate any space in the Real Estate Project or any part thereof to the Utility Provider/s and the FacilityManager/s for the purpose of facilitating the provision and proper maintenance of Utilities and Services to be availed by the allottees of the Real Estate Project. The Promoter shall also be entitled to designate anyspace in the Real Estate Project to Utility Provider/s and the Facility Manager/s either on leave and license or leasehold basis or in any other manner acceptable to Utility Provider/s or the Facility Manager/s for the purposes of providing the Utilities and the Services in the Real Estate Project.

34.4 Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any one or more person/company as Facility Manager/s and the Utility Provider/s. The Promoter has the authority and discretion to negotiate with such Facility Manager/s and/or the Utility Provider/s and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager/s and the Utility Provider/s. The cost incurred in appointing the Facility Manager/s and the Utility Provider/s shall be borne and paid by the Allottee/s / residents / occupiers of the premises comprised in the Real Estate Project in the manner as may be determinedby the Promoter. Such charges would be levied on the basis of the TotalArea of the said Apartment and the Allottee/s agrees that it/he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager/s and the Utility Provider/s by the Promoter or towards charges payable to

Facility Manager/s and the Utility Provider/s as determined by the Promoter. The cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s of the premises inthe Real Estate Project alone.

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

34.6 Upon formation of the Society / the Societies and handing over of the management of the operation and maintenance of the Real Estate Project to the Society / the Societies, the Promoter shall novate and assign the agreements executed with the Facility Manager/s and the Utility Provider/s in this regard to the Society / the Societies by executing necessary deeds and documents with the Society / the Societies. The Promoter shall have right to terminate and/or replace the Facility Manager/s and/or the Utility Provider/s in its sole discretion.

34.7 Any management fees / service charges payable to the Facility Manager/sand the Utility Manager/s in terms of the service agreements stated aboveshall be proportionately borne and paid by the Allottee/s and other allottees of the Real Estate Project.

34.8 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 and Utilities availed from the Facility Manager/s and/or the Utility Manager/s and that the Promoters shall not in any manner be liablefor 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 Facility Manager/s and/or the Utility Manager/s in this regard or even otherwise with respect to the services and/or utilities provided by them. Further, the Promoters shall not be liable for any

warranty or guarantee offered by such the Facility Manager/s and the Utility Manager/s providers for any Services and Utilities, and it will be strictly between the Allottee/s and such Facility Manager/s and/or the Utility Manager/s.

35. <u>POSSESSION:</u>

The Promoter shall endeavor to complete the construction of the said Apartment and obtain the part / full Occupation Certificate from the MCGM and/or the concerned authority, in respect of the said Apartment on or about the date as more particularly mentioned in the **…… Schedule** hereunder written ("**Possession Date**"), subject to the Allottee/sbeing in compliance of all its roles, responsibilities and obligations underthis Agreement including timely payment of Sale Consideration and the Other Charges. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of any of the following factors ("**Force Majeure Events**"):

(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.

36. <u>PROCEDURE FOR TAKING POSSESSION:</u>

36.1 Upon obtaining the occupancy certificate from the competent authority in respect of the said Apartment and upon payment made by the Allottee/s asper this Agreement, the Promoter shall offer in writing to the Allottee/sto take the possession of the said Apartment, within 15 (fifteen) days fromthe date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee/s ("**Possession Notice**"). The Allottee/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoter from the date of Possession Notice. The Promoter on its behalf

shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the said Apartment. The Allottee/s shall take possession of the said Apartment within 15 (fifteen) days from the date of the PossessionNotice. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or takenin respect of the Real Estate Project by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc., by the Allottee/s or other allottee/s of the premises therein and/or their failing to comply with their obligations under this Agreement/their respective agreements.

36.2 Upon receiving the Possession Notice from the Promoter as agreed above, the Allottee/s shall take possession of the said Apartment from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Apartment within 15 (fifteen) days from the date of the PossessionNotice, the Allottee/s shall become liable to bear and pay his/her/its proportionate share of maintenance and outgoings i.e. in proportion to theTotal Area of the said Apartment from the Possession Notice, including inter-alia, local / property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM 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 andincidental to the management and maintenance of the Real Estate Project,as per the terms provided herein. Until the Society / the Societies is / are formed and the management and maintenance thereof is offered to the Society

/ the Societies, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoterat its sole discretion.

36.3 The Allottee/s shall, before delivery of possession of the said Apartment in accordance with this Clause, pay to the Promoters such amounts as mentioned in the Part A and the Part B of the ……... Schedule. The amountsmentioned in the Part A of the …….. Schedule shall not be accountable bythe Promoters. The amounts mentioned in the Part B of the Fifth Scheduleshall be accounted only to the Society / the Societies of the allottees / the purchasers of the premises in the Real Estate Project and not to the Allottee/s individually and shall not carry any interest. The interest if anyon such amounts shall solely be the entitlement of the Promoters. The Other Charges are tentative and are liable to be revised by the Promoter.The Allottee/s shall make payments of such amounts as more particularlymentioned in the Part A and the Part B of the ……. Schedule, to the bank account of the Promoters, as detailed in the …… Schedule hereunder written or as may be prescribed by the Promoters. The Allottee/s shall bearand pay (or reimburse to the Promoter), the GST (and other taxes/levies) as may be chargeable on all or any of the amounts comprised in the Other Charges payable by the Allottee/s in accordance with this Agreement.

36.4 Upon taking possession of the said Apartment, the Allottee/s may undertake fit out/renovation works of the said Apartment and for the said purposes, the following terms will be applicable:

(i) the Allottee/s shall undertake fit out/renovation works of the said Apartment at his/her/its own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Promoter ("**Fit Out Guidelines**") (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Promoter/Society/competent authority

(as the case maybe). For the purpose of NOC, the Allottee/s shall submit to the Promoter/Society, (as the case maybe), the complete plans/drawings with all specifications (certified by a certifiedstructural engineer appointed by the Allottee/s) before starting fit- out/ renovation works.

(ii) The Promoter shall be entitled though not obliged to inspect all fit-out works /renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful to the said Apartment or to the adjoining premises or to the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said Apartment to its original condition at the Allottee/s costs and expenses.

(iii) The Allottee/s shall on completion of the fit out/renovation worksin the said Apartment, submit to the Promoter without delay, a completion letter stating therein that the fit out/renovation works in the said Apartment have been carried out in accordance with the plans/drawings submitted to the Promoter/Society (and approved) and the Promoter's/Society's NOC as aforesaid.

(iv) Neither the Allottee/s nor his architects/contractors/interior designers, while carrying out fit out/renovation works in the said Apartment, shall carry out any additions or alterations which maybe detrimental or likely to cause damage or weakening of the said Premises / exterior walls / adjoining premises / RCC structure / columns / beams / the said Building. In particular, the RCC members/walls

should not be punctured, altered, shifted or damaged under any circumstances.

Without prejudice to the rights of the Promoters herein, nothing containedin this Clause …… shall hold the Promoters liable towards the acts of the Allottee/s, for the carrying out the fit-out works; and it shall be the sole liability and responsibility of the Allottee/s towards the fit-out works to becarried out as per the Fit-Out Guidelines.

37. <u>FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAIDPREMISES</u>:

37.1 Upon receiving the Possession Notice, the Allottee/s shall take possessionof the said Apartment, within the period as set out in the Possession Notice, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall handover possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession of the saidApartment within the time provided in Clause ….. such Allottee/s shall continue to be liable to pay maintenance charges and Other Charges, as applicable and in terms of this Agreement from the date of the PossessionNotice.

37.2 The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purposes more particularly mentioned in the …….. **Schedule**. The Allottee/s shall use the Car Parking Space only forpurpose of keeping or parking vehicle.

37.3 If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account ofworkmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at cost and expense to beborne and paid by the Promoters and in case if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, reasonable compensation for such defect

provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Real Estate Project or third party or dueto Force Majeure Events or for any other reason beyond the control of thePromoters.

37.4 Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/the Real Estate Project which shall includebut not limited to columns, beams, walls, railings etc., in particular. The Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet andkitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoters, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shallnot mean defect/s caused by normal wear and tear and by negligent use ofthe said Apartment/Real Estate Project by the Allottee/s or occupants thereof. It is further agreed between the Parties that:

(i) before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Apartment/ New Building and in the workmanship executed taking into consideration of the clausesof this Agreement.

(ii) it shall be the responsibility of the Allottee/s to maintain the said Apartment and New Building in a proper manner and take all duecare needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage.

(iii) where the manufacturer's warranty on any

product/amenity provided in the said Apartment / Real Estate Project or said Car Parking Space ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ Real Estate Project, the Promoters shall not be liable for the defects therein. The Allottee/s or the Society / Societies of the premises purchasers shall ensure that annual maintenancecontracts are done/renewed from time to time.

(iv) the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and Real Estate Project wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoters. and

(v) the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variationin temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

38. <u>FORMATION OF THE SOCIETY / THE SOCIETIES</u>:

38.1 Upon 51% (fifty one percent) of the total number of the premises in the Real Estate Project being booked by allottees, the Promoters shall submitan application to the competent authorities to form a co-operative housingsociety comprising the Allottee/s and other allottees of the premises in theReal Estate Project and the said Occupants as aforesaid under the

provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**the Society**"). Notwithstanding anything contained above, the Promoters reserve their right to form more than one society ("**the Societies**") for eachtower forming part of the Real Estate Project or in such other manner as the Promoter deems fit and / or with such modifications as may be deemed fit by the Promoter.

38.2 The Allottee/s shall, along with other allottees of premises of the Real Estate Project and the said Occupants, join in forming and registering theSociety / the Societies, as the case may be.

38.3 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 andregistration of the Society / the Societies and for becoming a member thereof, including the bye-laws of the Society / the Societies and shall dulyfill in, sign and return to the Promoters within 7 (seven) days of the samebeing made available to the Allottee/s, so as to enable the Promoters to register the Society / the Societies.

38.4 The name of the Society / the Societies shall be solely decided by the Promoter.

38.5 The Society / the Societies shall admit all the allottee/s of premises of theReal Estate Project and the said Occupants for which it is / they are formed,as members, in accordance with law.

38.6 The Promoters shall be entitled, but not obliged to, join as a member of the Society / the Societies in respect of unsold premises in the Real EstateProject, if any, and shall not be liable to pay any non-occupancy charges, maintenance charges and/or any other charges/taxes in respect of such unsold premises. As and when the unsold premises in the Real Estate Project are sold by the Promoter, the Society / the Societies shall admit theallottee/s of such premises as its members without being made subject to or liable to any separate, special and/or additional condition and required to pay any amounts towards

transfer fees, premiums, donations or by whatever name called and the Allottee/s shall not raise any objection thereto.

38.7 Post the offering to hand over the management and maintenance of the Real Estate Project to the Society / the Societies by the Promoter, the Society / the Societies shall be responsible for the operation and management and/or supervision of the portions of the Real Estate Projectfor which it is / they are formed, and the Allottee/s shall extend necessaryco-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Allottee/s shall not be entitled to dissolve the Society / the Societies formed by the Promoters with a view to form a separate society / societies for the operation and management and/or supervision of the Real Estate Project or part thereof.

38.8 After the handover of the management and maintenance of the Real EstateProject to the Society / the Societies, the Promoters / the Society / the Societies in their discretion may maintain separate accounts maintained towards the monthly maintenance, and outgoings etc., for the Real EstateProject.

38.9 The Promoter shall be entitled to use and consume the entire development potential of the said Land or part thereof even after formation of the Society / the Societies and the Society / the Societies and/or the Allottee/s shall have no objection against the same.

38.10 Post hand over the management and maintenance of the Society / the Societies, as the case may be, the Promoters shall continue to be entitled to unsold premises in the Real Estate Project and to undertake the marketing etc., in respect of such unsold premises in the Real Estate Project. 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 / the Societies, as the case may be, for the sale/allotment or transfer of the unsold premises in the Real Estate Project.

38.11 The cost, charges, expenses, levies, fees, taxes, duties, including

stamp duty and registration charges, with respect to the formation of the Society/ the Societies 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 Society / the Societies and its 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.

39. <u>TRANSFER OF THE TITLE TO THE SOCIETY / THE SOCIETIES</u>:

39.1 The Promoter, on receipt of complete amount of the Price of the said Apartment under the diverse Agreements and also all other amounts as mentioned in the diverse agreements from all the Allottees, within three months of registration of the society or association or limited company of the building in the Apartment is situated, as aforesaid, cause to be transferred to the society or association or limited company all the right, title and interest of the promoter in the structure of the building in which the apartment is situated.

39.2 As the Promoter herein carrying on the construction of several buildings in phase wise manner on the said property and only after the available floor space index/transferable development right in relation to the said property is fully consumed and utilized and further to have the maintenance of the building/s and common facilities more conveniently, as there are various buildings to be constructed in phase wise manner on the said property who will be forming their separate societies or limited company as the case maybe, the promoter within **(Three months)** from the date of obtaining full occupation certificate in respect of the Last Building in the layout which is being developed in phase wise manner and the Promoters having sold all the premises in the Real Estate Project and having received the entire sale consideration and other monies from all the allottees in the Real EstateProject, the Promoters

and the Society / the Societies shall execute and register an Lease Deed ("**Society Lease**"), whereby the Promoter shall lease the said land for the period of …….. years and the Promoters shall execute the Sale Deed of the said building in favor of the Society / the Societies.

39.3 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Sale Deed of the building, 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 Society / the Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoters shall not be liable toward the same. Similarly the cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Lease Deed of the said land, 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 Promoter, and the society shall not be liable toward the same.

39.4 The Promoters have informed the Allottee/s that there may be common access road, streetlights, 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 Developable 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/salong with other purchasers of premises in the Real Estate Project and thesaid Occupants, 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 and the said Occupants including the

Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land/Developable 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 Developable Land or any other land / property to be developed / redeveloped by the Promoters.

39.5 The Allottee/s is aware that the utility meters such as electric and gas meter will initially be in the Promoters' name, and it will be the Allottee/s's responsibility to get the same changed to his name in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee/s to make payment of all utility charges from the expiration of the Possession Notice. In the event of disconnection of any utility meter due to any payment default of the Allottee/s, then the Allottee/s shall be solely responsible to obtain the reconnection, at his own costs and expenses.

40. <u>OBLIGATIONS OF THE PROMOTERS:</u>

40.1 Nature of inter-se roles, responsibilities and obligations of the Promoters shall be as per the Rules of RERA and all the modifications / amendments thereto from time to time.

40.2 Time is essence for the Promoters as well as the Allottee/s. The Promoter shall, subject to Force Majeure Events abide by the time schedule for completing the said Apartment and offering the said Apartment to the Allottee/s after receiving the occupancy certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her under this Agreement and meeting the all the covenants and obligations under the

Agreement.

41. <u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:</u>

The Promoters hereby represent and warrant to the Allottee/s as follows:

41.1 The Promoters have clear and marketable title to develop the Real Estate Project, as declared in the said Title Certificate annexed to this Agreementand has the requisite rights to carry out development upon the Real Estate Project and also has actual, physical and legal possession of the Developable Land for the implementation of the Real Estate Project.

41.2 The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Projectand shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.

41.3 There are no encumbrances upon the Real Estate Project, except those disclosed to Allottee/s in the said Title Certificate as annexed hereto and marked as **Annexure "……"** hereto.

41.4 There are no litigations pending before any Court of law with respect to the Developable Land or the Real Estate Project, except those disclosed to the Allotee/s in the said Title Certificate and the **Annexure "….."** hereto.

41.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoters has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project.

41.6 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, titleand interest of the Allottee/s created herein, may prejudicially be affected.

41.7 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 Real Estate Project other than the allottee/s in the Real Estate Project and the said Occupants, including the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.

41.8 The Promoters confirm that the Promoters are not restricted in any mannerwhatsoever from selling the said Apartment to the Allottee/s in the mannercontemplated in this Agreement.

41.9 At the time of execution of the Lease Deed, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Real EstateProject together with the common areas, facilities and amenities to the Society/Societies.

41.10 The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities.

41.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Developable Land) has been received or served upon the Promoters in respect of the Real Estate Project except those disclosed in the said Title Certificate as annexed hereto and marked as **Annexure "...."** hereto.

42. COVENANTS AND OBLIGATIONS OF THE ALLOTTEE/S:

42.1 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoters as follows:

(i) To maintain the said Apartment at the Allottee/s' own cost in goodand tenantable repair and condition from the date of possession ofthe said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which

may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any partthereof without the consent of the local authorities, if required.

(ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected toby the concerned local or other authority and shall take care whilecarrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the saidApartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/sshall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment 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 thebuilding in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority.In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the saidApartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in goodtenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment 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 Apartment without the prior written permission of the Promoters and/or the Society/Societies.

(v) 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 and the Tower in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Real Estate Project and the building in which the said Apartment is situated 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 recyclingof the same by the Society / the Societies. The wet garbagegenerated in the Real Estate Project shall be treated on the same plot by the residents / occupants / allottees of the Real Estate Project.

(vii) Pay to the Promoters within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in whichthe said Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges,

insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

(ix) To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration, Other Charges, maintenance and outgoings, etc.

(x) To bear and pay the proportionate charges, fees, costs and expensesfor the Real Estate Project Amenities.

(xi) Not to change the user of the said Apartment without the prior written permission of the Promoter and the Society / the Societiesand the concerned authority.

(xii) Not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, or dispose of or alienate otherwise howsoever, the saidApartment and / or its rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fullypaid up. In the event, the Allottee/s is desirous of transferring the said Apartment and/or its rights under this Agreement anytime prior to handing over possession of the said Apartment by the Promoter, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and upon payment of applicable transfer / administrative fees to the Promoters not exceeding 2% (Two Percent) of the proposed transfer price ("**Proposed Transfer Price**"). The Proposed Transfer Price shall for the purposes of this Agreement mean proposed sale consideration

offered by such proposed transferee tothe Allottee/s for proposed sale / transfer/ assignment of the said Apartment or the market value of the said Apartment, whichever is higher. On such transfer being recorded / endorsed by the Promoter, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be requiredby the Promoter, to abide by all the terms and conditions of this Agreement. The transferee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment. The transferee shall be bound and obligated to comply with all the terms agreed between the Parties hereto under this Agreement, including but not limited to payment of the balance Sale Consideration in the manner as more particularly mentioned in the ……. **Schedule** hereunder written. However, if the Allottee/s, subject to receiving approval from the Promoter for the proposedtransfer, fails to complete the same within a period of 3 (three) months from the date on which the permission is granted, then thepermission as accorded by the Promoter shall lapse and for any proposed transfer of the said Apartment at any time thereafter the restriction and terms and conditions as contained in this Clause shall apply.

(xiii) The Allottee/s shall observe and perform all the rules and regulations which the Society/Societies 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 RealEstate Project and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the

Society/Societies regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xiv) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xv) The Allottee/s shall duly abide by the rules relating to the entry/exitpoints for the said Occupants and allottees of the Real Estate Project respectively, the vehicular movement and the pedestrian movement of the said Occupants and the allottees of the Real Estate Project respectively and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.

(xvi) The Allottee/s is aware that the lifts for use of the said Occupants and allottees of Wing ..... of the Real Estate Project are identified and it/he/she/they shall not raise any dispute in respect of the same in any nature whatsoever and shall always abide by the rules and regulations laid down by the Promoter in this regard.

(xvii) The Allottee/s shall not be strictly allowed to place/stick/hang anykind of signage, hoarding, and all other forms of signage whatsoever on the glass façade of the Real Estate Project and / or within the said Land. This condition is binding on the Allottee/s toadhere to at all times and is a material condition to this Agreementand in the event the Allottee/s breaches the same, subject to the other rights and remedies available to the Promoters under law, thePromoters shall be entitled to terminate this Agreement.

(xviii) The said Apartment shall be of R.C.C. structure with normal brick/ block wall / dry wall with gypsum / putty / cement

plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Apartment 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 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 mayresult into temporary and/or permanent changes and defects in themonolithic structure.

(xix) The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or constructionor in any other manner whatsoever, anything more than as may bespecified by the Promoter from time to time. Prior to undertakingany interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s 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 workat his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.

(xx) Not to affix any fixtures or grills on the exterior of the Real EstateProject for the purposes of drying clothes or for any other purposeand undertakes not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exteriorof the

said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shallnot protrude external wall of the Real Estate Project. 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 havinga 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 adesign other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliancewith his / her / their / its obligations as mentioned herein.

(xxi) 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 Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the said Apartment/ the Real Estate Project.

(xxii) To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition andin particular, support shelter and protect the other parts of the RealEstate Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities.

(xxiii) Not to do or permit to be done any renovation / repair within the said Apartment without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repairwithin the said Apartment, 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 1 shall not beresponsible for rectification of any defects noticed within the saidApartment or of any damage caused to the said Apartment or the Real Estate Project on account of such renovation / repair.

(xxiv) Not to enclose the passages, if any, forming part of the saidApartment without the previous written permission of the Promoter and concerned authorities.

(xxv) The Promoter is entitled to deal with and / or dispose of (including to develop) the balance portion of the Larger Land (other than the said Land) in the manner the Promoter deems fit without any reference or recourse to the Allottee/s and / or any other allottee in the Real Estate Project. The Allottee/s and / or anyother allottee in the Real Estate Project shall not be entitled to makeany claim and / or shall not cause any interference in the development of the balance portion of the Larger Land (other thanthe said Land).

(xxvi) The Allottee/s further agrees and confirms not to raise any objection whatsoever, if the Promoter restricts the Allottee/s forsite visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment.

(xxvii) The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the ODU for the said Apartment in the space allocated by the Promoter, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever.

(xxviii) The Allottee/s is aware that the main water/drainage pipes of the New Building may pass

through certain areas within the said Apartment. The Allottee/s agree/s that he shall not undertake any civil works/fit-out works in such areas within the said Apartment, and/or permanently cover/conceal such areas within the said Apartment, nor shall in any manner restrict the access to thewater/drainage pipes and/or damage the water/drainage pipes.

(xxix) Not to shift or alter the position of either the kitchen, the piped gassystem or the toilets which would affect the drainage system of thesaid Apartment / the Real Estate Project in any manner whatsoeverwithout prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.

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

(xxxi) Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society / the Societies (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 Apartment.

(xxxii) The Allottee/s 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/s 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/s.

(xxxiii) 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 bepartly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at alltimes.

(xxxiv) The Allottee/s shall not 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 Apartment, 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 said Land.

(xxxv) The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.

(xxxvi) The Allottee/s shall not do either by himself / herself / themselves / 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 causedto the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project.

(xxxvii) The Allottee/s shall not park at any other place and shall park his/her car in the said Car Parking Space allocated to the Allottee/s and shall not park his/her car at any other place.

(xxxviii) To make suitable arrangement for removal of debris arisingout of any interior decoration, renovation, furniture making or anyother allied work in the said Apartment on a daily basis.

(xxxix) 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.

(xl) The Promoter shall have option to offer possession of the said Apartment even prior to completion of the Real Estate Project Amenities 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 Apartment to the Allottee. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The Allottee/s acknowledges that the Real Estate Project Amenities shall be operational and would be handedover to the Society / the Societies only after completion of the Real Estate Project in full and receipt of occupation certificate in respectthereof. The Promoter reserve their rights to add, alter, delete, upgrade, modify, relocate, reduce or enhance the common amenities including the Real Estate Project Amenities. The Allottee/s consents and agrees for the

same and shall not raise anydispute or claim at any time.

(xl) Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause 15 shall amount material breach, entitling the Promoters to terminate this Agreement, at the sole discretion of the Promoter.

43. <u>NOMINEE</u>

The Allottee/s hereby nominates the persons as set out in the **…… Schedule** ("**the said Nominee**") as his / her / their / its nominee in respect of the said Apartment. 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 liableand responsible to perform the same. The Allottee/s shall at any time hereafter beentitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nomineesubstituted by the Allottee/s (if such substitution has been intimated to the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Apartment. 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 Promoters shall at its discretion be entitled to insist on probate / letter of administration and/or such other documentsas the Promoter may deem fit, from such nominee. The said Nominee would berequired to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

44. <u>ALLOTTEE/S LOAN AND MORTGAGE:</u>

44.1 The Allottee/s shall be entitled to avail housing loan from a bank/financialinstitution and to mortgage the said Apartment 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/financial institutions and mortgaging the said Apartment with such bank/financial institutions, provided however, the Promoters 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 ofsuch bank/financial institutions in respect of the said Apartment 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/financial institutions shall be subject to Promoters' first lienand charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein.The Promoters will issue the said No Objection Letter addressed to the bank/financial institutions advising the bank/financial institutions to make payment of the loan amount against the mortgage of the said Apartment directly to the Promoters as per the schedule of payment of the Sale Consideration or as may be requested by the Promoters from time to time.

44.2 It is hereby further agreed by the Allottee/s that in the event if such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoters, then the Allottee/sagree/s and undertake/s to pay such amounts to the Promoters, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoters shall be entitled to exercise its rights and entitlements under this Agreement. The Allottee/s further agree/s and confirm/s that in the event the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Consideration directly to the bank account of the

Promoter, based on the payment Instalments as set out herein, upon issuance of the demand letter/notice from the Promoters addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.

44.3 All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne, incurred and paid by the Allottee/s.

44.4 The Allottee/s hereby indemnifies and shall keep indemnified and held harmless the Promoter from and against all claims, costs, charges, expenses, damages and losses (including the costs for enforcing this indemnity) which the Promoter may suffer due to any action that may be initiated by such bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan/mortgage.

45. <u>REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:</u>

The Allottee/s hereby represents and warrants to the Promoters that:

45.1 he / she / they / it is / are not prohibited from purchasing the said Apartmentunder any applicable law or otherwise.

45.2 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.

45.3 no receiver and / or liquidator and / or official assignee and / or bankruptcytrustee or any person is appointed in the case of the Allottee/s in respect of all or any of his / her / their / its assets and / or properties none of his / her / their / its assets / properties is attached and / or no noticeof attachment has been received under any law, rule, regulation or statuteetc.

45.4 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 isnot declared to be a proclaimed offender and / or no warrant is issued against him

/ her / them.

45.5 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.

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

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

45.8 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, taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement.

45.9 He/she/it has not indulged into any activity or offence relating money laundering and/or any other acts of crime and no notice has been received by or proceedings initiated against the Allottee/s under the provisions of the existing law.

45.10 The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay ordefault 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. and

45.11 The Allottee/s hereby confirm/s that it/he/she/they has/have perused the terms and conditions of this Agreement and is/are signing this Agreementout of free will, under legal advise from their advocates/ counsels and thatthe terms and conditions mentioned herein are not arbitrary or one sided.

The representations and warranties stated in this Clause 18 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties. The Promoter shall be entitled to terminate this Agreement in the event of breach of any of

the provisions of this Agreement including *inter alia* the provisions of this Clause 18.

46. PROMOTERS' MORTGAGE:

46.1 The Allottee/s agrees that the Promoters shall be entitled to raise construction finance, project finance or any other finance or loan against the said Property or / 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 any consent from Allottee/s in any manner whatsoever, written or otherwise.

47. MISCELLANEOUS

47.1 It is abundantly made clear to the Allottee/s 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 Apartment, 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 regulationsof 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 anyother applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accept noresponsibility in this regard and the Allottee/s agrees to indemnify and keep

the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

47.2 The Promoters shall maintain a separate account in respect of sumsreceived by the Promoters from the Allottee/s as advance or deposit, sumsreceived on account of the share 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 whichthey have been received.

47.3 Nothing contained in this Agreement is intended to be nor shall beconstrued as a grant, demise or assignment in law, of the said Apartment or of the said Land and/or of the New Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said 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 Promoters until the said structure of the New Building is transferred to the Society/the Societies or other body and until the Developable Land is transferred to the Society/the Societies as hereinbefore mentioned.

47.4 The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto and including the costs of enforcing this indemnity) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/orall of his obligations under this Agreement and/or terms and conditionsof various approvals and permissions obtained by Promoter in respect of the Real Estate Project; and (c) due to representations, covenants and warranties of the Allottee/s being false or untrue.

48. <u>BINDING EFFECT:</u>

Forwarding this Agreement to the Allottee/s by the Promoters does

not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan to the Promoters within 30 (thirty) days from the date of receipt of this Agreement by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receiptby the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, after deduction of the agreed amount therefrom, without any interest or compensation whatsoever.

49. <u>ENTIRE AGREEMENT:</u>

49.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, reservation forms, brochures, expressions of interest, letters of acceptance, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

49.2 All brochures/leaflets/pamphlets/ads/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities inthe Real Estate Project or the said Apartment would be in accordance withplans and specifications approved by the

authorities and as contained in this agreement.

50. RIGHT TO AMEND:

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

51. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /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 ofthe Real Estate Project shall equally be applicable to and enforceable against anysubsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

52. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceableunder the RERA Act or the RERA Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA Act or the RERA 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.

53. METHOD OF CALCULATION OF PROPORTIONATE SHAREWHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment in common with other allottee/s in the Real Estate Project, the same shallbe in proportion to the carpet area of the said Apartment to the total areas of all the other apartments in the Real Estate Project.

54. 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 orpursuant to any such transaction.

55. PLACE OF EXECUTION:

55.1 The execution of this Agreement shall be complete only upon its executionby the Promoters through its authorized signatory at the Promoters Office,or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai, after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution this Agreement the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Mumbai.

55.2 The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance/ lease of the project land within the Three months of occupancy certificate.

56. COMMUNICATION AND NOTICES:

56.1 That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by courier or e-mail or RPAD at their respective addresses as specified in the **…….. Schedule**.

56.2 It shall be the duty of the Allottee/s and the Promoters to inform each otherof any change in address subsequent to the execution of this Agreement inthe above address by E-mail or Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

57. JOINT ALLOTTEES:

That in case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by it/him/her which shall for all intents and purposes to consider as properly served on all the joint Allottees.

58. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borneand paid by the Allottee/s.

59. DISPUTE RESOLUTION:

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

60. 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 for the time being in force and the courts of law in Mumbaiwill have the jurisdiction with respect to all the matters pertaining to this Agreement.

61. INTERPRETATION:

61.1 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 Agreementas 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 shallinclude 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 nota 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 sameforce 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 beconstrued as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from timeto time;

(viii) the expression "the Clause" or "this Clause" shall, unless followedby 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 anotherclause;

(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 beexclusive of the day on which the event happens or the act or thingis done and if the last day of the period is not a Business Day, thenthe 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 thegenerality of any preceding words;

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

(a) an individual, partnership firm, limited liability 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);

(b) that person's successors in title and permitted assigns or

transferees in accordance with the terms of this Agreement;

(c) 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;

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

(e) 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, signingas such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Larger Land)

ALL that piece and parcel of land adms. 3086.27 sq. mtrs., or

thereabouts, (i.e. adms. 3292.80 sq. mtrs., as per PR Card), bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai city and Mumbai suburban together with the building/ structure/ bunglow known as "Dilkhush Bunglow", outhouse and the tenanted building known as "Umar Park" being occupied by the tenants situate, lying and being at Andheri Versova Road now known as Jay Prakash Road, Andheri (West), Mumbai, and bounded as follows:

On the East by :

On the West by :

On the North by :

On the South by :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said developed Land)

ALL that piece and parcel of land adms. 838 sq. mtrs., or thereabouts, bearing CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai city and Mumbai situate, lying and being at Andheri Versova Road now known as Jay Prakash Road, Andheri (West), Mumbai and bounded as follows:

On the East by :

On the West by :

On the North by :

On the South by :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said project Land)

ALL that piece and parcel of land adms. 996 sq. mtrs., or thereabouts, bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai

suburban situate, lying and being at Jay Prakash Road, Andheri (West), Mumbai and bounded as follows:

On the East by :

On the West by :

On the North by :

On the South by :

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALL that piece and parcel of **RG Area adms. 600 sq. mtrs.,** or thereabouts, bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai suburban situate, lying and being at Jay Prakash Road, Andheri (West), Mumbai and bounded as follows:

On the East by :

On the West by :

On the North by :

On the South by :

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

Sr. Nos.	**Terms and Expressions**	**Meaning**
1.	**The said Apartment**	Premises being flat no. [•] on the [•] floor of "[•]" Tower [•] of the Real Estate Project.
2.	**User**	[•]
3.	**Total Area**	(a) Carpet Area (as per RERA) admeasuring approximately [•] square feet equivalent to [•] square meters; and (b) Additional Area admeasuring [•]

		square feet equivalent to [•] square meters.
4.	**The said Car ParkingSpace**	[•] car parking space in the mechanical/ authomatic/ stilt/ basement parking (which may be in the form of a tandem parking, puzzle parking or stack parking or any other form of automated or mechanical or roboticparking).
5.	**The Sale Consideration**	Rs.[•]/- (Rupees [•])
6.	**IOD/Amended Approval**	
7.	**CC**	
8.	**Name of the Account for payment of Sale Considerations**	Account No. [•] Bank : [•] IFSC Code: [•]

9.	**Possession Date**	
10.	**Name, address and email of the Allottee/s for the purposes of this Agreement**	Name: [•] Address: [•]_Email: [•]
10.	**Name, address and email of the Promoters for the purposes of this Agreement**	
12.	**Permanent Account Number**	The Promoter 1 PAN: [•] The Promoter 2 PAN: [•] Allottee/s PAN:
13.	**Nominee**	[•]

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO

(Schedule of the payment of the Sale Consideration)

[•]

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO

(Description of the Real Estate Project Amenities)

[•]

THE EIGHT SCHEDULE HEREINABOVE REFERRED TO

(Details of the Other Charges)

THE NINETH SCHEDULE HEREINABOVE REFERRED TO

(Details of amenities to provided in the said Apartment)

[•]

SIGNED AND DELIVERED by the within)

named **'the Promoter'** **)**

M/S. ARY DEVELOPERS **)**

Through its proprietor)

MR. AMIR AMANULLAH **)**

MOHAMED YUSUF **)**

in the presence of…)

1.

2.

SIGNED AND DELIVERED BY THE)

within named **Allottee/s** **)**

«Name1»)

«Name_2»)

in the presence of …)

1.

2.

RECEIPT

RECEIVED of and from the Allottee/s above named the sum of Rs.[•]/- (Rupees [•] only) as part payment towards the Sale Consideration under this Agreement.

WE SAY RECEIVED

For

(_____)

Authorized Signatory

Witnesses:

1.

2.