AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is made at Mumbai on this ___ day of _____, _____;

BY AND BETWEEN

ROHA REALTY PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 2013 bearing CIN No. U45200MH1998PTC116452, and having its registered office at Plot A 44/45, MIDC Marol, Andheri East, Mumbai Suburban, Maharashtra, 400 093 hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr./Ms./Mrs._____

having PAN_____, adult, Indian Inhabitant, residing at _____ _____ [*For Individual];*

OR

M/s. _____, a proprietorship concern through its sole proprietor Mr./Ms./Mrs. _____ adult, Indian Inhabitant having PAN _____ and having its office at_____ _____ _____ [*For Proprietorship Concern]*;

OR

_____HUF through its Karta _____ adult, Indian Inhabitant having PAN _____ and having its office at _____for self and as Karta and manager of his joint and undivided Hindu family [*For HUF*];

OR

M/s._____, a partnership firm duly registered under the Indian Partnership Act, 1932 having PAN_____ and having its registered office at_____ _____ acting through its partner/s Mr. _____ and Mr. _____ authorized by a resolution / power of attorney dated_____ [*For Partnership Firm*];

OR

_____ Limited / Private Limited, a Company incorporated under the Companies Act, 1956 and deemed to be registered under Companies Act, 2013 or Companies Act, 2013, having CIN_____ and PAN_____ and having its registered office at_____ and acting through its director/ duly authorized signatory _____ authorized by Board resolution dated _____ [*For Company*];

OR

_____ LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008, having its office at: _____through its designated partners (1) _____ and (2) _____, authorized by a resolution dated _____[*For LLP*];

hereinafter referred to as the said "**Allottee(s)**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of (a) individuals, his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns; (b) proprietorship concern, sole proprietor's heirs, executors, administrators, legal representatives and permitted assigns; (c) partnership firm, the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor of partners, legal representatives and permitted assigns; (d) HUF, the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns and (e) Company and/or LLP, its successors and permitted assigns) of the **OTHER PART**;

The Promoter and the Allottee(s) are hereinafter for the sake of brevity, collectively referred to as the "**Parties**".

WHEREAS:

A. *Trinity Property*

(i) By and under Indenture of Lease dated 23rd November 2000, executed by and between the Maharashtra Housing and Area Development Authority ("**MHADA**"), therein referred to as the Authority of One Part and Subhash Nagar Chembur Trinity Co-operative Housing Society Limited ("**Trinity Society**") therein referred to as the Society of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No. PBDR-3/3715/2000, the Authority therein granted lease of all that piece and parcel of the land bearing Survey No. 67 to 71 (Part) and CTS No. 828 (part) Sub 828/94 to 828/117 of registration District and Sub-district of Kurla Chembur, Mumbai Suburban District admeasuring 795.94 square meters and situate, lying and being at Subhash Nagar, Chembur (East), Mumbai-400071 ("**Trinity Land**") together with the building standing thereon - Building No.45 now known as "Subhash Nagar Chembur Trinity Co-operative Housing Society Limited" (the "**Trinity Property**"),

for a term of 99 years from 1st April 1980, in favour of the Society therein, at and for the consideration and on the terms and conditions contained therein;

(ii) By and under a Deed of Sale dated 23rd November 2000 executed by and between MHADA, therein referred to as the Vendor of One Part and Subhash Nagar Trinity Co-Operative Housing Society Limited, therein referred to as the Purchasers of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No. PBDR-3/3718/2001, the Vendors therein sold, conveyed and transferred the building Building No.45 now known as "Subhash Nagar Chembur Trinity Co-operative Housing Society Limited" standing on the said Trinity Land to the Trinity Society, at and for the consideration and in the manner contained therein;

(iii) By and under a Development Agreement dated 15th March 2023 executed between Subhash Nagar Chembur Trinity Co-operative Housing Society Limited, therein referred to as the as the Society of the First Part and Roha Realty Private Limited, therein referred to as the Developer of the Second Part and Members of the Society therein referred to as the Members of Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1/5071/2023, the Society therein along with the confirmation of the Members irrevocably granted, transferred, and assigned unto the Promoter, the development rights to carry out the re-development of the Trinity Property, at and for the consideration and on the terms and conditions more particularly mentioned therein;

(iv) By and under an Irrevocable Power of Attorney dated 11th April, 2023 February, 2023 registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1/7016/2023 executed by Subhash Nagar Chembur Trinity Co-operative Housing Society Limited, therein referred to as the Society, the Society therein appointed, nominated and constituted the Promoter herein to do all or any acts, deeds, matters and things in respect of development of the Trinity Property in the manner contained therein;

B. *Jyoti Niketan Property*

(i) By and under an Indenture of Lease dated 29th February 1992 executed by and between MHADA, therein referred to as Authority of One Part and Chembur Jyoti Niketan Co-operative Housing Society Limited ("**Jyoti Niketan Society**"), therein referred to as the Society of the Other Part and registered with the Office of Sub-Registrar of Assurances under Serial No. PBDR-3/3715/2000, the Authority therein granted lease of all that piece and parcel of the land bearing Survey No. 67 to 71, City survey No. 828 (Part) Sub 828/106 to 828/117 of village Chembur at Subhash Nagar, Chembur (East), Mumbai - 400071 in the registration District and Sub-district of Bandra Mumbai Suburban district admeasuring 838.95 square meters ("**Jyoti Niketan Land**") together with the building standing thereon - Building No.44 now known as "Chembur Jyoti Niketan Co-operative Housing Society Limited" (the "**Jyoti Niketan Property**"), for a term of 99 years from 1st April 1980, in favour of the Society therein, at and for the consideration and on the terms and conditions contained therein;

(ii) By and under a Deed of Sale dated 29th February 1992 executed by and between MHADA, therein referred to as Purchaser of the One Part and Chembur Jyoti Niketan Co-Operative Housing Society Limited, therein referred to as the

Purchaser of the Other Part, and registered with the Office of Sub-Registrar of Assurances under Serial No. P2682/1992, the Vendors therein sold, conveyed and transferred the Building No.44 now known as "Chembur Jyoti Niketan Co-operative Housing Society Limited" standing on the said Joyti Niketan Land to Jyoti Niketan Society, at and for the consideration and in the manner contained therein;

(iii) By and under a Development Agreement dated 19th April 2023 executed between Subhash Nagar Chembur Jyoti Niketan Co-operative Housing Society Limited, therein referred to as the as the Society of the First Part and Roha Realty Private Limited, therein referred to as the Developer of the Second Part and Members of the Society therein referred to as the Members of Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1/7687/2023, the Society therein along with the confirmation of the Members irrevocably granted, transferred and assigned unto the Developer, the development rights to carry out the re-development of the Trinity Property, at and for the consideration and on the terms and conditions more particularly mentioned therein

(iv) By and under an Irrevocable Power of Attorney dated 19th April, 2023 registered with the Office of the Sub-Registrar of Assurances under Serial No. KRL-1/7688/2023 executed by Chembur Jyoti Niketan Co-operative Housing Society Limited, therein referred to as the Society, the Society appointed, nominated and constituted the Promoter to be their true and lawful Attorneys to execute and perform all or any acts, deeds, matters and things in relation to the development of the Jyoti Niketan Property in the manner contained therein;

C. For the sake of brevity, the Trinity Land and Tit Bit area of 121.22 sq.mtrs. or thereabout (hereinafter referred to as "the Tit bit area of Trinity") aggregating to 917.16 sq.mtrs. and the Jyoti Niketan Land and Tit Bit area of 35.24 sq.mtr. or thereabout (hereinafter referred to as "the Tit bit area of Jyoti Niketan") aggregating to 874.19 sq.mtrs. is more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary lines on the plan annexed and marked as **Annexure "1"** hereto and shall be collectively referred to as "**the said Land**";

D. By and under Order dated 29th May 2023 issued by Sub-Registrar of Co-Operative Societies, MHADA, sanctioned the amalgamation of the Trinity Society and Jyoti Niketan Society into Trinity Society ("**Society**") in the manner contained therein;

E. By and under Offer Letter dated 18th August 2023 issued by MHADA bearing Serial No. CO/MB/REE/NOC/F-1293/2217/2023, MHADA, granted permission for the redevelopment of Trinity Land and Jyoti Niketan Land in favour of the Promoter on the terms and conditions mentioned therein;

F. Under the respective Development Agreements as stated aforesaid, the Promoter has agreed to provide premises to existing members of the Trinity Society and Jyoti Niketan Society (collectively, "**said Societies**") along with amenities, car parking spaces and other entitlements (collectively "**Members Premises**") as per terms and conditions agreed therein;

G. In addition to the Members Premises, the Promoter is entitled to construct free sale units and car parking spaces ("**Promoters Premises**") for allotment to intending

allottees on ownership basis and accordingly the Promoter is constructing a composite building known as " Roha Eva Aria" ("**New Building**") on the said Land comprising of Members Premises and Promoters Premises under the provisions of the Regulation 33(5) of Development Control and Promotion Regulation, 2034 ("**DCPR**");

H. Vide Letter bearing No.CO/MB/REE/NOC/F-1293/2217/2023 dated 18th August 2023, MHADA determined the area of the said Land admeasuring 8717.34 square meters (approximately).

I. The details pertaining to the title/rights/entitlement of the Promoter to the said Land is as detailed in the Title Certificate dated 21st November 2023 issued by Adv. Ashwini Patil-Mane. A copy of the title certificate certifying the title of the Promoter to develop the said Land is annexed hereto as **Annexure "2".** A copy of the Property Register Cards of the said Land are also annexed hereto collectively as **Annexure "3".**

J. The Promoter is developing and constructing the New Building on the said Land as a real estate project (hereinafter referred to as the "**Real Estate Project**") as defined under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Act**") read with the rules and regulations framed thereunder (hereinafter referred to as the "**RERA Rules**"). The Real Estate Regulatory Authority ("**Authority**") RERA has duly issued Registration Certificate dated 19th January 2024 bearing RERA registration no. P51800054410 ("**RERA Certificate**") and in respect of the Real Estate Project and a copy of the RERA Certificate hereto is annexed and marked as **Annexure "4"**;

K. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have agreed and consented to the development of the Real Estate Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and RERA Rules and has understood the documents and information in all respects;

L. The principle and material aspects of the development of Real Estate Project are as follows:

i. The Real Estate Project shall be known by the name "ROHA EVA ARIA";

ii. The Real Estate Project shall consist of 3 (three) Wings, i.e., Wing A, Wing B and Wing C. All wings comprise of common basement reserved for parking spaces in puzzle format. Each Wing comprises of commercial shops on the ground floor and residential flats on the upper floors. Wing A has 17 (seventeen) upper habitable floors for residence, Wing B has 16 (sixteen) upper habitable floors for residence and Wing C has 17 (seventeen) upper habitable floors for residence;

iii. The common rooftop terrace on all the Wings shall be accessible to all the residential occupants of the New Building;

iv. Out of total floor space index **("FSI")** available for the construction of the New Building, FSI admeasuring 4508.064 square meters (approximately) including fungible shall be utilised towards construction of the Members Premises and

the balance FSI admeasuring 10035.93 square meters (approximately) **("Free Sale Component")** shall be utilised towards construction of the Promoters Premises by availing of TDR or FSI available on payment of premiums or FSI available as 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 said Real Estate Project (as defined below);

v. The common areas, amenities and facilities in the Real Estate Project which shall be used by the all the allotee(s)/occupants are listed in **Second Schedule** ("**Project Common Areas and Amenities**")**;**

vi. The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by all allottees in the Real Estate Project. Such designated space/areas may be undertaken by the Promoter on lease, leave and license basis or such other method;

vii. The Promoter has got the approvals from the concerned Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. The service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter for rendering maintenance services;

viii. The Promoter submitted plans for the construction of the Real Estate Project to MHADA ("**Planning Authority**") and the Planning Authority has issued Intimations of Approval dated 13th October 2023 bearing No. MH/EE/(BP)/GM/MHADA-29/881/2023/IOA1/New ("**IOA**") and Commencement Certificate dated _____ bearing No. _____ ("**CC**") in respect of the New Building. Copy of the aforesaid IOA dated 13th October 2023 and _____and CC are annexed hereto and marked as **Annexure "5" and "6"** respectively;

ix. The sanctioned plans include the building plan, specifications, and details of the Real Estate Project. The building plan of the Real Estate Project is annexed hereto and marked as **Annexure "7";**

The above details along with the relevant permissions and approvals are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in

M. The Promoter has entered into a prescribed agreement with an Architect Creative Consultancy, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the New Buildings to be constructed on the said Land and the Allottee/s accept/s the professional supervision of the Architect and Structural Engineer appointed by the

Promoter till the completion of construction of the New Building unless otherwise changed by the Promoter;

N. The Allottee/s has/have approached the Promoter and requested the Promoter to sell to him/her/them a residential/ commercial premises as more particularly described in the **Item No.3 of Third Schedule** hereunder written (hereinafter referred to as **"Unit")** to be constructed / being constructed on the said Property and the said Unit is shown in red hatched lines on the floor plan annexed hereto and marked as **Annexure "8";**

O. The Allottee/s has/have demanded inspection from the Promoter and the Promoter, upon such demand being made by the Allottee/s, have given inspection to the Allottee/s of all documents of title relating *inter-alia* to the Real Estate Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects for the Real Estate Project, the Title Certificate, revenue records and all other documents as specified under the Act and RERA Rules;

P. While sanctioning the plans, granting approvals and permissions as referred hereinabove, the authorities have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Part Occupancy Certificate / Occupation Certificate in respect of the New Building shall be granted by such authorities;

Q. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Unit, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, such title being clear and marketable; (ii) the approvals and permissions (including IOA, CC and OCs) obtained till date and (iii) the Promoter's entitlement to develop and construct the Real Estate Project as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Land;

R. The Allottee undertakes that he/she/they has/have verified with his/her/they financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction;

S. 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;

T. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Unit, at or for the price more particularly mentioned in the **Item No.5 of the Third Schedule** hereunder written and hereinafter referred as the "**Sale Price**" payable by the Allottee to the Promoter in the manner set out in the **Fourth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter certain amount out of the Sale Price of the Unit as more particularly mentioned in the **Fourth Schedule** hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

U. Under section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale in respect of the Unit with the Allottee/s i.e. this Agreement and are also required to register this Agreement under the provisions Indian Registration Act, 1908;

V. The list of Annexures attached to this Agreement are as under:

Annexures	**Content of Annexures**
Annexure "1"	Layout of the said Land
Annexure "2"	Title Certificate
Annexure "3"	Property Card
Annexure "4"	RERA Certificate
Annexure "5"	Intimation of Disapproval
Annexure "6"	Commencement certificate
Annexure "7"	Layout Plan and Section Plan of the Real Estate Project
Annexure "8"	Floor plan of the said Unit

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. AGREEMENT

1.1 The recitals contained hereinabove, schedules written hereunder, and annexures hereto shall form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the Act.

2. CONSTRUCTION OF THE NEW BUILDING/REAL ESTATE PROJECT

2.1 The Promoter has commenced construction of the New Building which shall consist of 3 (three) Wings i.e., Wing A, Wing B and Wing C. All wings comprise of 4 (four) levels basement reserved for parking spaces in puzzle format. The basement is common for all Wings. Each Wing comprises of commercial shops on the ground floor and residential flats on the upper floors. Wing A has 17 (seventeen) upper habitable floors for residence, Wing B has 16 (sixteen) upper habitable floors for residence and Wing C has 17 (seventeen) upper habitable floors for residence all in accordance with the plans, specifications, designs, and elevations as maybe approved by the planning authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in Second Schedule.

2.2 The Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Unit, except, any alteration or addition required by Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosure already made to the Allottee/s.

3. PURCHASE OF THE PREMISES AND SALE PRICE

3.1 The Allottee/s hereby agree to purchase and acquire from the Promoter, and the Promoter hereby agree to sell to the Allottee/s, the Unit more particularly described in the **Item No.3 of the Third Schedule** hereunder written, at and for

the lumpsum consideration as particularly described in **Item No.5 of the Third Schedule** (hereinafter referred to as "**Sale Price**") payable by the Allottee/s to the Promoter in the manner detailed in **Fourth Schedule** ("**Payment Plan**").

3.2 The Unit is shown in red colour hatched lines on the floor plan annexed hereto and marked as **Annexure "8"**.

3.3 It is expressly agreed that the Unit contains specifications, fixtures, fittings, and amenities as set out in **Fifth Schedule** and the Allottee/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings, and amenities in the Unit.

3.4 The Promoter has agreed to permit to the Allottee/s the right to the exclusive use of car parking space/s as more particularly described in **Item No.4 of the Third Schedule** hereunder written (hereinafter referred to as "**Parking Space/s**"). The Unit and the Parking Space/s are more particularly described in the **Third Schedule** and hereinafter collectively referred to as the said "**Premises**".

3.5 The Promoter shall confirm the final carpet area of the Unit that has been allotted to the Allotee after the construction of the New Building is complete and the occupancy certificate is granted by the Authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of +/- 3 (three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allotee 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. If there is any increase in the carpet area allotted to Allotee, the Promoter shall demand additional amount from the Allotee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

3.6 "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

3.7 Subject to Clause 3.5 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the other authorities and/or any other increase in charges which may be levied or imposed by the relevant planning authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities, the Promoters 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. The Allottee/s hereby agrees and undertakes to make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Promoters in their written intimation to the Allottee/s and the Allottee/s hereby agrees and undertakes to indemnify and keep indemnified the Promoters and all persons claiming through them in respect thereof.

3.8 The Allottee/s hereby agree/s, covenant/s, and undertake/s to pay the Sale Price to the Promoter in the manner and within the timelines set out in Clause 3.1 herein.

3.9 Each of such instalments shall be paid by the Allottee/s within a period of 7 (seven) days from the date of intimation by the Promoter. Time for payment of each instalments is the essence of the contract.

3.10 The Allottee/s agree/s and undertake/s to pay the Sale Price as per Payment Plan mentioned above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by (RPAD/courier/hand delivery) at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address, if provided by the Allottee/s. Upon receipt of said demand letter by (RPAD/courier/email/hand delivery), whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective instalment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in Clause 7 below shall also become applicable and effective.

3.11 The Allottee/s hereby agree/s, confirm/s and undertake/s that an intimation (through the mode as stated in Clause 3.10 hereinabove) forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount or amounts payable hereunder.

3.12 The Allottee/s is/are aware that in the event any cheque issued by the Allottee/s to the Promoters with respect to any amounts payable by the Allottee/s in connection with the Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs._____/- (Rupees _____ Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee/s by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoters, and not penalty including tax, if any applicable on such charges.

3.13 The Allottee/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter, details whereof are mentioned in **Item No.6 of the Third Schedule**. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / pay order payable at Mumbai /wire transfer / any other instrument drawn in favour of the Promoter.

3.14 The Sale Price is exclusive of all taxes including but not limited to GST, levies, duties, cesses etc. as maybe applicable. In addition to the Sale Price, the Allottee/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 10.3 hereinafter. Any of the taxes including GST (if applicable and all other indirect and direct taxes), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future) levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies, on the Sale Price or on any other amounts payable under the Agreement or on the transaction contemplated herein and/or in relation to the Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

3.15 The Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price, the Allottee/s shall deduct tax at source ("**TDS**") as may be applicable from time to time and deposit the same in the government treasury to the credit of the Permanent Account Number of the Promoter and provide the Promoter with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.

3.16 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against outstanding, if any, in his/her/their name/s 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.

3.17 The Allottee/s is/are aware that the time to make the payment of instalments and GST (if applicable) and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the instalment together with GST (if applicable) and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the interest rate (as specified in the RERA Rules) ("**Interest Rate**") to the Promoter on all delayed payments from the due date till the date of realization thereof.

3.18 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. VOLUNTARY CANCELLATION BY ALLOTTEE/S

4.1 In the event, the Allottee/s desire/s to cancel this Agreement for sale / purchase of the Premises for any reason whatsoever (save and except if the Promoter fails to offer possession of the Premises in terms of and within the timelines agreed under this Agreement), then the Promoter shall be entitled to forfeit the amounts equivalent to 10% (Ten percent) of the Sale Price and the Allottee/s shall not be entitled to claim such amount paid by him/her/them/it to the Promoter. The

Allottee/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the Premises is purchased through a broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the Parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Allottee/s within 30 (thirty) days from the date of such cancellation.

4.2 In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("**Notice**") of 30 (thirty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in this agreement shall become automatically applicable and the refund of sale price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

4.3 The bank details of the Allottee/s are mentioned in **Item No.10 of the Third Schedule**.

5. PARKING SPACES

5.1 The Allotee(s) acknowledge/s and understands that parking will be provided in the New Building as per the nature of the Unit viz., Commercial/Residential (hereinafter referred to as the said "**Car Parking Spaces**"). The Car Parking Spaces shall be in form of a 4 (four) level puzzle parking in the basement of all the Wings.

5.2 The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Allottee/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Car Parking Spaces.

5.3 The said Society shall finally ratify the reservation of such car parking in its first meeting at the time of handover of New Building by the Promoter. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s, by the Promoter and/or the said Society (as defined hereunder). The Allottee/s hereby agree/s and undertake/s to pay all outgoings in respect of the Car Parking Space/s as may be levied by the Promoter and/or the Society.

5.4 The Allottee/s hereby agree/s and confirm/s that the Car Parking Space/s shall be used for parking of personal light motor vehicles of the Allottee/s only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Car Parking Space/s;

5.5 The Allottee/s is aware that such Puzzle Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same

could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is aware that the parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

5.6 The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the parking spaces.

6. DISCLOSURES TO THE ALLOTEES & RIGHTS AND ENTITLEMENT OF THE PROMOTER;

The Allottee/s is aware and agrees, declares, and confirms that:

6.1. TITLE AND CONSTRUCTION

6.1.1. The Promoter is re-developing /developing the said Land under Regulation 33(5) of DCPR, and the development of Real Estate Project shall be single phase development of the said Property;

6.1.2. The Allotee has satisfied himself/herself/themselves about the right of the Promoters to the said Land and entitlement of the Promoter to develop the said Land;

6.1.3. The Promoter is constructing a composite building wherein the allottees/users of commercial unit/shops shall have the same access to the New Building for the purpose of parking their vehicles in the basement level as that of the allotees/users of residential flats of the New Building;

6.1.4. Entry to the New Building will be common for allotees/users of residential flats and commercial units, and the common terrace consisting of amenities, and refuge area shall only be accessible to all the users/allotees of the New Building in the New Building and accordingly, the maintenance charges and outgoings of to the same shall be borne by the users/allotees of residential flats of the New Building;

6.1.5. The utility meters such as electric and gas meter will initially be in the Promoter's name, and it shall be the Allottee's obligation to get the same changed to their names 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 to make payment of all utility charges from the Date of Possession (as defined below). However, in case the Allottee requires any specific letter/NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee.

6.1.6. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking space, lobbies, staircase, terrace, will remain the property of the Developer/Promoter until the said structure of the said New Building is transferred to the Society.

6.1.7. It is hereby expressly understood and agreed by and between the parties that the Promoter has the unqualified and unfettered right to allot

exclusive rights to use and occupy the terrace space in front of or adjacent to the units in the Building to the purchasers of such unit(s). The exclusive rights to use and occupy such units so allotted with terrace attached or adjacent to it shall belong to respective purchasers of such units.

6.2. **APPROVALS**

6.2.1. The Allottee has satisfied himself/herself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project;

6.2.2. The Allottee has satisfied himself/herself/themselves with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, including IOD/IOA, CC, layout plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities;

6.2.3. The Promoter currently envisages that the Project Common Areas and Amenities as stated in the **Second Schedule** hereunder written, shall be provided in the layout of the Real Estate Project. Whilst undertaking the development of the Real Estate Project, there may be certain additions/modifications to the Project Common Areas and Amenities detailed in the Second Schedule hereunder written and/or relocations/realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee hereby consents and agrees to the same.

7. EVENT OF DEFAULT AND CONSEQUENCES

7.1. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

i. If the Allotee's delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;

ii. If the Allottee/s commits breach of any of the terms, conditions, covenants, and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOA/IOD, CC and/or any other sanction, permission, approvals, undertakings, writings, affidavits etc.;

iii. If the representation, declarations and/or warranties etc. made by the Allottee/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;

iv. If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

v. If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;

vi. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.

vii. If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

viii. If the Allottee/s carries out any structural alteration and/or addition in respect of the Premises and/or any part thereof.

ix. If the Allottee/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the Premises or any part thereof.

7.2. Without prejudice to the right of Promoter to charge interest in terms of Clause 3.17, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD 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 or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of agreed liquidated damages being 10 % (Ten percent) of the Sale Price or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of Sale Price of the Premises which may till then have been paid by the Allottee/s to the Promoter subject to compliance of requisite formalities by the Allottee/s in respect of such termination (including cancellation and registration of deed of cancellation).

7.3. Upon termination of this Agreement as provided hereinabove, the Allottee/s shall have no right, title, interest of nature whatsoever with respect to the Premises and shall not be entitled to make any claim or demand with respect to the Premises.

7.4. Notwithstanding anything contrary contained herein, in case the Allottee/s fail/s or is/are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 7.2 from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding payments along with interest calculated at the Interest Rate from the

due date till the date of realization thereof.

8. POSSESSION DATE, DELAYS AND TERMINATION

8.1. The Promoter shall offer possession of the Unit to the Allottee/s on or before mentioned in **Item No.7 of the Third Schedule** ("**the Possession Date").**

Provided however, that the Promoter shall be entitled to reasonable extension of time for offering possession of the Premises to the Allottee/s, if the completion of the Real Estate Project is delayed on account of:

(i) Force majeure which shall mean a case of war, epidemic, pandemic, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the Real Estate Project; and

(ii) any notice, order, rule, regulation, notification, or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority.

8.2. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for offering possession of the Unit to the Allottee/s on or before Possession Date (save and except for the reasons as stated in 8.1), then the Allottee/s shall be entitled to either of the following:

(i) call upon the Promoter by giving a written notice ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering possession of the Unit by the Promoter to the Allottee/s;

OR

(ii) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter ("**Termination Notice**"). On the receipt of the Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Allottee shall complete all formalities for cancellation including but not limited to registration of Cancellation Deed, returning all original documents & correspondences etc. The Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest at the Interest Rate. On Allottee/s issuing Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Unit and the Promoter shall be entitled to deal with and/or dispose off the same in the manner it deems fit and proper.

9. PROCEDURE FOR TAKING POSSESSION

9.1. Upon receipt of the Part Occupation Certificate / Occupation Certificate in respect of the Unit and the Allottee/s making timely payment of the instalments of the Sale Price along with all the other amounts due and payable by the Allottee/s to the Promoter, the Promoter shall offer possession of the Unit to the Allottee/s in writing ("**Possession Notice**").

9.2. The Allottee/s shall take possession of the Unit within 15 (Fifteen) days of the Possession Notice, by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. The date on which the Allottee/s take possession of the Unit or the date of expiry of the Possession Notice, whichever is earlier, shall be deemed to be the "**Date of Possession**".

9.3. Irrespective of whether the Allottee/s take/s or fails to take possession of the Unit within the time provided herein above, the Allottee/s shall continue to be liable to pay the Property Tax *(as defined hereunder)* and Maintenance and Outgoings *(as defined hereunder)* and all other charges payable hereunder with respect to the Unit, as applicable and as shall be decided by the Promoter and all obligations of the Allottee/s effective from the date of expiry of 15 days of Possession Notice .

9.4. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Unit within the time stipulated by the Promoter, then the Allottee/s shall in addition to the above, pay to the Promoter holding charges at the rate of Rs.____/- per sq.ft. Rera carpet per month for the Unit ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility, and cost of the Allottee/s in relation to its deterioration in physical condition.

10. MAINTENANCE AND OUTGOINGS

10.1. From the Date of Possession, the Allottee/s shall be liable to bear and pay his/her/theirs proportionate share of outgoings in respect of the said Land and the Real Estate Project including *inter-alia* local taxes and other indirect taxes of every nature excluding property tax, betterment charges, or such other levies by authorities and/or the concerned local municipal authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project (hereinafter collectively referred to as "**Maintenance and Outgoings**").

10.2. At the time of handing over possession of the Premises, the Allottee/s shall pay to the Promoter the sum as mentioned in Clause 10 by way of deposit towards payment of his / her / their proportionate share of Property Tax and Maintenance and Outgoings. The amounts so deposited by the Allottee/s with the Promoter shall not carry any interest and remain with Promoter until the Promoter hands over charge and control of the Real Estate Project to the Society. Upon the Promoter handing over control of the Real Estate Project to the Society, the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

10.3. In addition to the aforesaid, the Allottee/s shall on or before taking possession of the said Unit deposit the property taxes, maintenance charges and other onetime charges as more particularly mentioned in **Part A and Part B** of the **Sixth Schedule** hereunder written ("**Other Charges**"). It is hereby clarified that with respect to the amounts listed in **Part A of the Sixth Schedule** hereunder written, the Promoter has made the Allottee aware that the amounts mentioned therein are with respect to costs incurred / to be incurred with respect to the

said Premises and as such the Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and received by the Promoter and shall be entitled to retain and appropriate the same to its own account and; with respect to the amounts listed in **Part B of the Sixth Schedule** hereunder written, the Promoter shall render the account in respect of the amounts mentioned therein and received by the Promoter, and the unspent balance, if any, shall be transferred to the Society Account, without any interest on the amounts received from the Allottee, at the time of handing over the charge of the Real Estate Project to the Society.

11. PROPERTY TAX

11.1. In addition to the Sale Price, Maintenance and Outgoings and the other charges specified hereunder, the Allottee/s shall all be liable to pay to the Promoter or Societies, his / her / their / its proportionate share of the property tax payable in respect of the Real Estate Project ("**Property Tax**").

11.2. Breach of any of the above terms and conditions pertaining to payment of Property Tax shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoters may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of any of the conditions contained in this Clause.

12. USAGE

12.1. The Allottee/s shall use the Premises only for the authorized purpose and not for any other activity. The Allottee/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Allotee's own light motor vehicle.

12.2. The Promoter shall construct amenities on the Amenities Floor of the New Building which shall be used and enjoyed only by the Allottee/s and occupants of residential units to the exclusion of the Allottee/s of commercial premises. The Amenities floor shall form a part of the Common Areas and Amenities of Residential Flats.

13. SOCIETY AND ALLOTTEE/S TO BECOME MEMBERS

13.1. The Allottee/s shall, along with other Allottee/s of Units in the New Building, join the Society as its member and for this purpose also from time to time, the Allottee/s shall sign and execute the application for membership and other papers and documents necessary for becoming a member thereof, and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee/s.

13.2. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and unallotted parking spaces in the New Building shall at all times be and remain the absolute property of the Promoter, and the Promoter shall be unconditionally entitled to and have full right, absolute power and authority to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and

proper, to any person or party of its choice, and neither the Allottee/s nor the Society shall object to or dispute the same. On the Promoter intimating to the Society, the name or names of the /allottee/s of such unsold flats and parking spaces, the Society shall accept and admit such allottee/s as their member/s and shall issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Allottee/s towards charges, development charges, legal charges etc. as mentioned in Clause 10.3 save and except the share money and admission fees. It is further clarified that for sale of such units/flats and allotment of such car parking spaces, the Promoter shall not be liable to take any permission/consent of the Society.

13.3. The Allottee/s shall pay to the Promoter/Society the proportionate share of Maintenance and Outgoings and Property Tax in respect of the Premises immediately on being offered possession of the Premises by the Promoter or on receipt of the demand letter to that effect whichever is earlier.

13.4. It is agreed that the Promoter, shall handover the control of the New Building to the Society, only after the Promoter has:

(i) completed the construction of the New Building and Project Common Areas and Amenities; and

(ii) received all the amounts from the purchasers of the units/flats including the Sale Price from the Allottee/s herein in respect of the Unit.

13.5. The Allottee/s hereby agree/s, confirms and covenants that, the Allottee/s shall at no time demand partition of the New Building and/or the said Land and/or his/her/their/its interest, if any, therein and the same shall never be partitioned.

13.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold units/flats, if any, in the Real Estate Project.

13.7. The Promoter shall sell / allot all units/flats and parking spaces intended to be constructed in the New Building with a view that, ultimately all the purchasers/allottees of flats/shops/Units, in the New Building shall be admitted to the Society as members. It is agreed and clarified that Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold units/flats and unallotted car parking spaces separately and independently and the allottees of all such units/flats and car parking spaces in the New Building shall be admitted to the Society.

13.8. The Allottee/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoter and/or the Society may require for safeguarding the interest of Promoter in the Real Estate Project.

13.9. The entire unconsumed and residual FSI, if any, in respect of the said Land, and/or any further or additional / incentive FSI becoming available in respect of the said Land upto the date of receipt of occupation certificate in respect of the Real Estate Project, for any reason whatsoever including but not limited to

change in law, rules or regulations handing over to the Government or the Municipality any set back area, DP Road shall absolutely and exclusively belong to and be available to the Promoter, free of all costs, charges and payments and neither the Allottee/s nor the Society shall have or claim any right, benefits or interest whatsoever in respect of such unconsumed / residual / additional / further / incentive FSI including for use and consumption of the same. However, any time after the receipt of the full occupation certificate for the Real Estate Project, the same shall belong to the Society.

14. RIGHTS TO USE AND ENJOY COMMON AREAS AND AMENITIES

14.1. The Allottee/s are aware that development of the New Building comprises of a commercial shops and residential flats. The Allottee/s are also aware of and agree/s to abide by and adhere to the following terms and conditions pertaining to the use, enjoyment, and outgoings in respect of the Common Areas and Amenities:

(i) With regards to the Project Common Areas and Amenities, list whereof is annexed to this Agreement as Second Schedule, it is agreed that:

a. all the Allottee/s/users of residential flats and commercial shops shall be permitted to use the Project Common Areas and Amenities, on such terms and conditions as the Promoters and Society may deem fit.

b. Maintenance and Outgoings, attributable to the Project Common Areas and Amenities, shall be borne and paid proportionately by all the Allotees/users of residential flats and commercial units.

15. COVENANTS AND REPRESENTATIONS OF THE ALLOTTEE/S

15.1. The Allottee/s by himself/herself/themselves with intention to bind all persons into whose hands the Premises and/or its rights, entitlements, and obligations under this Agreement, may come, hereby covenant/s with the Promoter as follows:

(i) To maintain the Premises at the Allotee's/s own cost in good and tenantable repair and condition from the Date of Possession and shall not to do or suffer to be done anything in the Premises and/or the Real Estate Project and/or staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the New Building and / or to the Premises itself or any part thereof without the consent of the local authorities and the Promoter or the Society, as the case maybe. 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 and also pay any penal charges levied by the authorities.

(ii) Not to store anything in the refuge floor and/or in the fire check floor nor store any goods in the Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircases, common passages or any other structure

of the New Building and in case any damage is caused to the New Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

(iii) Not to change the user of the Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

(iv) Not to demolish or cause to be demolished the Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof and keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.

(v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service ducts or any of the projections from the Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Premises without the prior written permission of the Promoter or the Society, as the case maybe, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the New Building or do any act to affect the F.S.I potential of the Real Estate Project.

(vi) Not to affix any fixtures or grills on the exterior of Premises for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Premises. The Allottee/s shall fix grills only on the inside of the windows of the Premises. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter.

(vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

(viii) Not to delay / default in payment of the amounts to be paid to the Promoter under this Agreement and pay within 7 (seven) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, SRA, MHADA, MCGM for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Real Estate Project.

(ix) Not to delay / default in payment of 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 from time to time.

(x) Not to transfer or assign the Allotee's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the Premises until the Sale Price, Property Tax, Maintenance and Outgoings and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the Premises and/or his / her / their rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written consent of the Promoter. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

(xi) Shall not violate and shall abide by all rules and regulations framed by the Promoter / Society, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the Premises.

(xii) Shall not violate and shall observe and perform all the rules and regulations which the Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises and shall pay and contribute regularly and punctually towards the Property Tax and Maintenance and Outgoings in accordance with the terms of this Agreement.

(xiii) Shall not do or permit or suffer to be done anything in or upon the Premises or any part of the New Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the New Building and the Allottee/s shall not hold the Promoter so liable;

(xiv) Shall not obstruct, cause, or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item, or thing of whatsoever nature, movable or otherwise, within the Premises or in or on the common stairways, refuge areas, corridors, and passageways in and of the Free Sale Component.

(xv) Shall never in any manner enclose any area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Premises and keep the same unenclosed at all times. The Promoter / Society shall have the right to inspect the Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Premises to its original state.

(xvi) Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the Common Areas and Amenities of the Real Estate Project, such as passage, lobby, staircase and / or any part of the Real Estate Project.

(xvii) If the Unit is located on the ground floor of the New Building then the Allottee, themselves or anyone acting through them or their behalf (including but not limited to licensees, lessees etc.) shall not use the Unit for the following purposes:

a. Liquor shops;
b. Poultry shops / Mutton shops;
c. Flour Mills;
d. Restaurants and Bars;
e. Gambling and Lottery centres;
f. Pan Bidi Shops;
g. Fast food (except with electronic heating devices);
h. Any other business/activity involving any illegal/immoral activities.

15.2. Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

15.3. In addition to the aforesaid conditions, the Allottee/s further binds himself/herself/themselves in respect of the Premises and covenants as under:

(i) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the Premises into the compound or the refuge floor or any portion of the Real Estate Project. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately rectify the same at his/her/their own costs and expenses.

(ii) Shall not at any time cause or permit any public or private nuisance or to use the loudspeaker etc. in or upon the Premises, the Real Estate Project, or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship, or disturbance to the occupants or to the Promoter. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action at his/her/their own costs and expenses.

(iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the Real Estate Project nor litter or permit any littering in the common areas in or around the Premises and/or the New Building and at the Allotee's/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Premises to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause, then the Allottee/s shall immediately take remedial action.

(iv) Shall not do either by himself/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 for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action.

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

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

(vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter and / or the Society, as the case may be.

(viii) that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as

laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill the Promoter's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoter to the Allottee as per the terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Rules made thereunder, or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoter, its directors, executives, agents, and officers fully indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third-party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

15.4. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, internal access roads and all other areas and spaces and lands will remain the property of the Society when the Real Estate Project is completed and handed over to the Society by the Promoter.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

16.1. The Promoter hereby represent and warrant to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Title Certificate:

(i) The Promoter has clear and marketable title with respect to the development of the Property as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land for the implementation of the Real Estate Project;

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

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

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

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

(vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter are restricted to enter into these presents.

(vii) The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the Premises which will, in any manner, affect the rights of Allottee/s under this Agreement.

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allotee in the manner contemplated in this Agreement.

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

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Land) has been received or served upon the Promoter in respect of the Real Estate Project.

17. ENTRY IN THE PREMISES

17.1. The Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Real Estate Project and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Real Estate Project in respect whereof, the Allottee/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

18. DEFECT LIABILITY

18.1. If within a period of 5 (five) years from the Date of Possession , the Allottee/s bring/s to the notice of the Promoter any structural defect in the Unit or any

defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by willful default and/or negligence of the Allottee/s and/or any other Allotees/occupants in the Real Estate Project and/or by reasons directly and/or indirectly attributable to the Allottee/s and/or other allotees/occupants in the Real Estate Project. Further, it is clarified that if the Allottee/s makes any alterations/modifications which is in deviation to the sanctioned plans in the said Flat/Unit, in such case, the Promoter shall not be liable for any defects happening as a result of such alterations/modifications.

18.2. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the Unit by the Allottee/s, vagaries of nature etc. Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the New Building, and if the annual maintenance contracts are not done / renewed by the Allottee/society, the Promoter shall not be responsible for any defects occurring due to the same.

18.3. The Allotee /s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the Premises/ New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

18.4. Provided further that any default or deviation in usage /maintenance of the Premises/ New Building shall amount to default on part of the Allottee/s towards proper maintenance of the Premises/New Building and the Allottee/s shall not be entitled to claim any compensation against defect liability from the Promoter.

19. <u>NOMINEE</u>

19.1. The Allottee hereby nominates the person more particularly mentioned in the **Item No. 8 of the Third Schedule** hereunder written (hereinafter referred to as the "**said Nominee**") as his nominee in respect of the said Premises. On the death of Allottee, the said Nominee shall assume all the obligations of the Allottee under this Agreement or otherwise and shall be liable and responsible to perform the same. If the said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee, or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him in all matters pertaining to the said Premises. The heirs and legal representatives of the

Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from the said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

20. MAINTENANCE CONTRACT

20.1. The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Real Estate Project. Such decision shall be final and binding on the Allottee/s until the handover of the Real Estate Project to the said Society. Thereafter, the Society will undertake the maintenance of the Real Estate Project, in the manner as it was handed over save and except normal wear and tear and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

21. HOARDINGS AND SIGN BOARDS

21.1. It is expressly agreed that the Promoter shall have an irrevocable right and be entitled to put a hoarding on the Real Estate Project or any parts including on the parapet wall (and / or the terrace) and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Building and further the Promoter shall be entitled to use and allow third parties to use any part of the New Building for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Allottee/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable right and be entitled to receive, recover, retain, and appropriate all the rents, profits and other compensation including any increase thereof.

22. TRANSFER

22.1. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Premises or dispose of or alienate otherwise howsoever, the Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the Premises and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written consent of the Promoter, which consent shall be given by the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.

23. LOAN AND MORTGAGE:

23.1. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall permit and issue their respective no objection letter to the Allottee

to enable him at his sole risk, costs, and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Premises. The Promoter shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee under this Agreement.

23.2. All the costs, expenses, fees, charges, and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until the balance Sale Price and/or any other monies as specified in this Agreement, have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.

23.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and other balance amounts payable by the Allottee under this Agreement.

23.4. The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages, and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its directors, agents, executives, and officers by and against any action, damages, or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

23.5. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

24. PROMOTER RIGHT TO MORTGAGE

24.1. The Allottee/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the Real Estate Project, to enable the Promoter to augment the funds for the development of the Real Estate Project.

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

title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to Promoter under this Agreement or otherwise.

25. MISCELLANEOUS

25.1. The Promoter shall be entitled to construct site offices/sales lounge on the said Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land has been completed in all respects and the full development potential has been utilised by the Promoter.

25.2. It is agreed between the parties that, if the Allottee intends to visit the under-construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, may permit the Allottee for such visit. The Allottee may accordingly be permitted to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.

25.3. The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement.

25.4. The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences, or inconsistency at the time of installation / application.

25.5. The Allottee has satisfied himself with respect to the designs and materials for construction on the said Land.

25.6. The Allottee shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement. The Allottee shall prior to commencing the interior works keep deposited as an interest free security deposit, such amounts as may be intimated by the Promoter subject to maximum amount of Rs._____/- (Rupees _____ Only) at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the said Real Estate Project, Common Areas and Amenities, etc. whatsoever ("**Fit Out Deposit**").

25.7. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Premises or to the structure, façade and/or elevation of the said New Building or any part of thereof, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND SUBSEQUENT ALLOTEE(S)

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

27. ENTIRE AGREEMENT

27.1. The Parties hereto confirm that this Agreement, along with its schedules and annexures, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents, if any, entered into, executed and/or provided between and/or by the Parties.

28. WAIVER

28.1. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

28.2. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

29. SEVERABILITY

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

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE

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

31. FURTHER ASSURANCES

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

32. PLACE OF EXECUTION AND REGISTRATION

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

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

32.3. The Allottee/s shall bear and pay all the amounts payable towards registration charges and all out-of-pocket costs, charges, and expenses on all documents for allotment of the Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

32.4. The Allottee/s hereby agree and confirm hereby that the stamp duty on this Agreement is being borne and paid by the Allottee/s alone.

33. INDEMNITY

33.1. The Allottee/s hereby indemnifies and agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

34. NOTICE

34.1. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered

Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore/hereinafter mentioned.

34.2. A notice shall be deemed to have been served as follows:

(i) if personally delivered, at the time of delivery;

(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

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

35. JOINT ALLOTTEES

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

36. PAN

36.1. For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee/s are mentioned in **Item No.9 of the Third Schedule.**

37. DISPUTE RESOLUTION

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

38. GOVERNING LAW

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

39. LEGAL ADVICE

39.1. The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Real Estate Project and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after obtaining necessary legal advice and being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All that piece and parcel of land admeasuring 795.94 sq. mtrs. and Tit Bit area of 121.22 sq.mtr. or thereabouts aggregating to 917.16 situated on land bearing survey No. 67 to 71 (part) and CTS No.828 (Part) Sub 828/94 to 828/117 at Subhash Nagar, Chembur (East), Mumbai-400071 in the registration District and Sub-district of Kurla Chembur Mumbai Suburban District bounded as follows:

To the East: By Proposed 100.0 Nalla Diversion

To the West: By 30'.00 wide Road

To the North: By Building No.46

To the South: By Building No.44 and Tit Bit area 1119.63 of the MHADA

AND

All that piece and parcel of land admeasuring 838.95 sq. Mtrs., and Tit Bit area of 35.24 sq.mtrs. aggregating to 874.19 situated on land bearing survey No. 67 to 71, City survey No. 828 (Part) Sub 828/106 to 828/117 of village Chembur at Subhash Nagar, Chembur (East), Mumbai - 400071 in the registration District and Sub-district of Bandra Mumbai Suburban district bounded as follows:

To the East: By Proposed 100'-00" Nallah Diversion

To the West: By 30'-0" wide Road

To the North: By Building NO.45

To the South: By M.H.B.S. Boundary line

THE SECOND SCHEDULE ABOVE REFERRED TO

(List of Project Common Areas and Amenities)

1. Water Tank: R.C.C. underground water tank & overhead water tank with flushing tank & fire tank shall be provided as per the requirement of M.C.G.M. with necessary pump arrangement.
2. Rain harvesting: Optimum use of rainwater rain harvesting system.
3. Health club: All modern facility and equipment shall be provided.
4. Roof Top Lounge
5. Banquet
6. Open Party Area
7. Terrace Garden with Sitting Area
8. Software based security system for visitor
9. Elevators with security camera
10. 24 x 7 Surveillance camera in the complex
11. Refugee Area
12. Entrance lobby: Grand entrance with guest waiting area.

THE THIRD SCHEDULE ABOVE REFERRED TO
("Meaning of the Terms and Expressions defined in this Agreement")

<table>
<tr><th>Sr. No.</th><th>Terms and Expressions</th><th>Meaning and Description</th></tr>
<tr><td>1.</td><td>Name, address and email id of the Promoter</td><td>Name: ROHA REALTY PRIVATE LIMITED

Address: Plot A 44/45, MIDC Marol, Andheri East, Mumbai Suburban, Maharashtra, 400 093

Email id: info@roharealty.com</td></tr>
<tr><td>2.</td><td>Name, address and email id of the Allottee</td><td>Name: _____

Address: _____
_____

Email id: _____</td></tr>
<tr><td>3.</td><td>the said Unit</td><td>Shop /Flat bearing No.____ on _____ floor in Wing _____ of the New Building known as _____ constructed on the said Land (as detailed in First Schedule) and admeasuring _____ square meters (RERA carpet area) equivalent to _____ square feet (RERA carpet area).

The exclusive areas appurtenant to the said Unit admeasure _____ square meters equivalent to ____ square feet.</td></tr>
<tr><td>4.</td><td>Parking Space</td><td>_____ in Wing _____</td></tr>
<tr><td>5.</td><td>Sale Price</td><td>Rs._____/-

(Rupees _____
_____)</td></tr>
<tr><td>6.</td><td>Bank Account details of the Promoter</td><td><table><tr><td>Account Number</td><td></td></tr><tr><td>Account Holder</td><td></td></tr><tr><td>Name of the Bank</td><td></td></tr><tr><td>Address of the branch</td><td></td></tr><tr><td>IFSC Code</td><td></td></tr></table></td></tr>
<tr><td>7.</td><td>Possession Date of the Unit</td><td>31st December 2027</td></tr>
<tr><td>8.</td><td>Nominee and relation</td><td>Name:</td></tr>
</table>

<table>
<tr><td></td><td></td><td>Relation:</td></tr>
<tr><td>9.</td><td>PAN</td><td>(A) Promoter: _____

(B) Allottee: (i) _____
(ii) _____</td></tr>
<tr><td>10.</td><td>Bank Account details of the Allottee(s)</td><td><table>
<tr><td>Account Number</td><td></td></tr>
<tr><td>Account Holder</td><td></td></tr>
<tr><td>Name of the Bank</td><td></td></tr>
<tr><td>Address of the branch</td><td></td></tr>
<tr><td>IFSC Code</td><td></td></tr>
</table></td></tr>
</table>

THE FOURTH SCHEDULE ABOVE REFERRED TO

("schedule / manner of payment of Sale Price by the Allottee to the Promoter")

THE FIFTH SCHEDULE ABOVE REFERRED TO

(List of specifications, fixtures, fittings and furniture and fittings in the Unit")

1. Flooring: Vitrified flooring in living room, bedroom, passage & in Kitchen.

2. Door: Designer wood door frame with heavy brass Hinges, door shutter with veneer / laminate finish.

3. Windows: Powder coated aluminium sliding windows.

4. Kitchen: Granite kitchen platform with stainless steel sink, ceramic tiles dado above platform.

5. Toilet / Bathroom: Designer Bathrooms with Anti-skid tiles Concealed plumbing with 'C' class G.I. pipe / 'C' P.V.C. or equivalent with C.P. fittings with adequate plumbing point in all bathrooms.

6. Wiring: Premium Switches and accessories, Concealed copper wiring with good quality switches. Provision of telephone and intercom. Provision lighting / illumination from entrance i.e. from compound wall gate till lift shall be made.

7. Security: Modern Security Equipment with CCTV surveillance in common areas, Provision for intercom facility shall be made for all flats with connection from main security cabin and in lift to security cabin and also from flat to flat.

8. Gas connection: Provision of gas connection shall be made for gas.

9. Internal Paint: High quality Acrylic Emulsion /Velvet paint. Gypsum Finishes on Internal wall.

10. External Paint: Premium quality cement paint.

11. Lift Entrance: Designer passage for lifts.

12. Elevator: High speed elevator with decorative cage.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(being the list of Other Charges to be paid by Allottee/s in accordance with the terms of the Agreement)

PART A

Sr. No.	Particulars	Amounts
1.	Legal Charges	Rs. ____/-
2.	Charges towards installation of Transformer, Electric Meter, Water Meter, Gas Connection	Rs. _____/-
3.	Infrastructure and Development Charges	Rs. _____/-
4.	Advance Payment of Maintenance and Outgoings payable to the Society for ____months	Rs. _____/-
5.	Advance payment of Property Tax for _____months	Rs. _____/-
	Total	**Rs.** _____/-

PART B

Sr. No.	Particulars	Amounts
1.	Share Application and Entrance Fees of the said Society	Rs._____/-
2.	Repairs and Contingency Fund	Rs. _____/-

The charges listed above are exclusive of taxes and all taxes thereon shall be borne by you. Stamp Duty, Registration, GST charges are over and above consideration amount.

SIGNED AND DELIVERED by the)
Within named "**Promoters**")
ROHA REALTY

PRIVATE LIMITED **)**
through its authorized signatory)
Mr. _____)
authorised vide Board Resolution)
dated _____)

In the presence of…

1.

2.

SIGNED AND DELIVERED by the)
Within named "**Allottee/s**")
Mr /Mrs./ M/s._____)
_____)
_____)

In the presence of…

1.

2.

R E C E I P T

RECEIVED from the Allottee herein an aggregate sum of **Rs._____/-** (**Rupees _____ _____only**) being the amount to be paid by the Allottee to the Promoter towards the said Sale Price in accordance with the Fourth Schedule as per the details mentioned below:

DATE	CHEQUE NO./UTR NO.	NAME OF THE BANK	AMOUNT
TOTAL			

For ROHA REALTY PRIVATE LIMITED

_____

(Promoter)

Witness:

1.

2.