

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai on this _____ day of _____, **2021**.

BETWEEN

LUCEAT REALTORS PRIVATE LIMITED, a company, incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of Companies Act, 2013, having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai 400069, 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

_____ resident/s
of _____ hereinafter referred
to as “**the Allottee**” (which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include his/her/their respective heirs, executors,
administrators and permitted assigns) of the **OTHER PART**.

(The Promoter and the Allottee are hereinafter collectively referred to as “**the Parties**” and individually as a “**Party**”).

WHEREAS:

- A. The Promoter is the owner of and is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development of all those pieces and parcels of land or ground admeasuring approximately 8654.9 square meters (as per the title deeds) and 8274 square meters (on actual admeasurement and as per property cards) which is more particularly described in the **First Schedule** hereunder written and is delineated in a green coloured boundary lines on the plan annexed and marked as **Annexure "A"** hereto ("**the said Larger Land**").
- B. The details pertaining to the title of the Promoter to the said Larger Land are mentioned hereunder -
- (i) Prior to the Promoter, one Shimiz Construction Private Limited (formerly known as Shimiz Private Limited) (hereinafter referred to as "**Shimiz**") became owner of the said Larger Land in the following manner:
- (a) By and under an Indenture dated 21st October, 1971 executed between one Ahmedally Mohammedhusein Pittalwala (therein referred to as 'the Vendor') of the one part and Shimiz (therein referred to as 'the Purchaser') of the other part and registered with the Office of Sub-Registrar of Assurances under Serial No. 4665 of 1971, the said Ahmedally sold and transferred in favour of Shimiz, a plot of land admeasuring 3156.736 square meters and bearing Survey No. 83 (part) and corresponding CTS Nos. CTS Nos. 281A/1/1 (part) and CTS No. 282A of Village Bhandup, Taluka Kurla identified as 'Plot B1' ("**Plot B1**") in the manner as recorded therein. .
- (b) Thereafter, by and under a Conveyance Deed dated 25th September, 2013 executed between Riyaz A. Pittalwala, Imtiaz A. Pittalwala and Samina Engineer (being the only legal heirs of the said Ahmedally Mohammedhusein Pittalwala) (therein collectively referred to as 'the Vendors') of the one part and Shimiz (therein referred to as 'the Purchaser') of the other part and registered with the office of Sub-Registrar of Assurances under Serial No. KRL-1/8410 of 2013, the said Riyaz A. Pittalwala, Imtiaz A. Pittalwala and Samina Engineer sold and transferred in favour of Shimiz a

plot of land admeasuring 984.75 square meters and bearing Survey No. 83 (part) and corresponding CTS Nos. 281A/1/1 (part) and 282 C of Village Bhandup reserved for amenity open space (“**Amenity Open Space**”) together with a plot of land admeasuring 2005.039 square meters and bearing Survey No. 83 (part) and Survey No. 84/1 and corresponding CTS Nos. 280/1 (part) and CTS Nos. 281A/1/1 (part) of Village Bhandup, Taluka Kurla earmarked to be used as access road (“**Access Portion**”), together admeasuring 2989.789 square meters, in the manner as recorded therein. The said Amenity Open Space is highlighted in blue hatched lines and the Access Portion is washed in brown colour on the plan annexed hereto and marked as **Annexure “B”**.

- (c) By and under the Conveyance Deed dated 31st December, 2013 executed between M/s Siddhi Constructions (therein referred to as ‘the Vendor’) of the One Part and Shimiz (therein referred to as ‘the Purchaser’) of the Other Part and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-1-6420 of 2013, M/s Siddhi Constructions sold and transferred a plot of land admeasuring 2508.40 square meters (as per possession) (2511 square meters as per the title deeds) and bearing Survey No. 83 (part), 84/1 (part) and 84/2 and corresponding CTS Nos. 279, 280 and 281A/1/1 (part) of Village Bhandup, Taluka Kurla identified as ‘Plot B’ (“**Plot B**”), in the manner as recorded therein. Plot B & B1 are hereinafter collectively referred to as “**the said Land**” and are more specifically described in the First Schedule hereunder written and delineated in a green coloured boundary line on the plan annexed hereto and marked as Annexure “B”.
- (ii) Thereafter, by and under a Deed of Conveyance dated 31st December, 2020 executed between Shimiz (therein referred to as the Vendor) of the One Part and the Promoter (therein referred to as the Purchaser) of the Other Part and registered with the office of the Sub Registrar of Assurances, Kurla under Serial No. 14673/2020, Shimiz sold, conveyed and transferred unto the Promoter, the said Land (i.e. Plot B and Plot B 1) collectively admeasuring approximately 5665.13 square meters, in the manner as recorded therein. Simultaneously, Shimiz also executed a Power of Attorney authorizing the Promoter (acting through its directors/authorised representatives/officials) as their constituted attorneys to do various acts,

deeds, and things in respect of the said Land in the manner setout therein.

- (iii) Also, vide Deed of Conveyance dated 31st December, 2020 executed between Shimiz (therein referred to as the Vendor) of the One Part and the Promoter (therein referred to as the Purchaser) and registered with the office of the Sub Registrar of Assurances, Kurla under Serial No. 14674/2020, Shimiz sold, transferred, and conveyed unto the Promoter, the said Access Portion and the Amenity Open Space, in the manner as recorded therein. Simultaneously, Shimiz also executed a Power of Attorney authorizing the Promoter (acting through its directors/authorised representatives/officials) as their constituted attorneys to do various acts, deeds, and things in respect of the Access Portion and the Amenity Open Space in the manner setout therein. With respect to the said Amenity Open Space, the Promoter is desirous of utilising the said space in the process of redevelopment of the said Real Estate Project and/or the Whole Project (as defined hereinafter) as per the approvals and sanctions that will be granted by the concerned local authorities in that regard is reserved for open amenity space. In terms of the Access Portion on account of there being an access road over which the adjoining plot owners have a right of way and the covenant running with the land of keeping this portion open forever, no construction shall be undertaken upon the same.
- (iv) The Property Register Cards in respect of the said Larger Land are pending to be mutated in the name of the Promoter.

- C. Accordingly, the Promoter is entitled to undertake the development and construction on the said Larger Land. The rights, title and entitlement of the Promoter with respect to the said Larger Land has been more particularly detailed in the Title Certificate dated 9th August, 2021 (“**Title Certificate**”) issued by Lex Firmus, Advocates and Solicitors. The said Title Certificate is annexed hereto and marked as **Annexure “D”**;
- D. The Promoter is undertaking the development of the said Larger Land in a phase-wise manner for the purposes of construction of the project known as “**Bella**” (hereinafter referred to as “**the Whole Project**”). In view thereof, the Promoter is liable to hand over portions of the said Larger Land admeasuring 272.6 square meters and 701.70 square metres to the Municipal Corporation of Greater Mumbai towards D.P. Road and under Regulation 14 (B) of the DCPR-2034 respectively and the same is also mentioned in the IOD dated 18th March, 2021, (a

copy whereof is annexed hereto and marked as **Annexure “F”**), the aforesaid portions are hatched in black and green lines respectively on the plan annexed hereto and marked as Annexure “B”.

- E. The development of the said Real Estate Project, being ‘**BELLA WING C AND D**’ is a phase of the Whole Project being constructed on a portion of the said Land and proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No. P51800029526 dated 04.06.2021 for the Real Estate Project (“**RERA Certificate**”), a copy whereof is annexed and marked as **Annexure “E”** hereto.
- F. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- G. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) The Real Estate Project named as ‘**BELLA WING C AND D**’ constitutes as a phase of the Whole Project.
 - (ii) The said Real Estate Project has been proposed to be constructed of Basement+ Ground/Stilt+22nd upper floors and presently this project is sanctioned/ approved for Basement + Ground/stilt + 19 upper habitable floors out of which, presently construction permission has been granted by the Municipal Corporation of Greater Mumbai (“**MCGM**”) for construction upto the plinth.
 - (iii) The Real Estate Project shall comprise of units/premises consisting of

apartments/flats/shops/offices.

- (iv) The development of the Real Estate Project shall constitute a mixture of users of residential, retail, commercial and such other user, development as may be permitted under the applicable law.
- (v) Out of total permissible FSI for developing the said Larger Land, the FSI of 6286.87 square metres has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of 3963.13 square metres aggregating to total FSI of 10250 square metres in the construction and development of the Real Estate Project.
- (vi) The common areas, facilities and amenities in the Real Estate Project which shall be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**") and shall be completed/delivered with the completion of the Real Estate Project.
- (vii) The Promoter shall be entitled to put signage / boards to reflect the name of "**Rustomjee**" and/or any brand name the Promoter is permitted to use or as desired by the Promoter, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the facade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (viii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of 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 the Allottee and other allottees of apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the 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 the 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.

- (ix) The details of formation of the New Society and conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 13 below.
- (x) The MCGM has sanctioned plans for construction of the Real Estate Project and has issued (i) the Intimation of Disapproval dated 18th March 2021 bearing Ref. No. CHE/ES/1674/337(NEW)/IOD/1/NEW and (as amended from time to time) (“**IOD**”); and (ii) Commencement Certificate dated 24th May 2021 bearing Ref. No. CHE/ES/1674/S/337(NEW)/CC/1/New and (as amended from time to time) (“**CC**”). Copies of the IOD and CC are annexed hereto and marked as Annexure “F” and **Annexure “G”** respectively hereto.
- (xi) The sanctioned plans include the building plan, section, specifications and details of the Real Estate Project. The building plans / section plan of the Real Estate Project is hereinafter referred to as “**Building Plan**” and is annexed hereto and marked as **Annexure “H”**.
- (xii) The details of the litigations presently subsisting in respect of portions of the said Land and/or the said Larger Land are disclosed of the RERA website of the said Real Estate Project and Promoter shall update the same in timely manner to provide status of the said litigations to all concerned.

The above details along with the annexures to the RERA Certificate are available for inspection at the office of the Promoter and are available on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- H. The principal and material aspects of the development of the Larger Land (“**Whole Project**”) as disclosed by the Promoter are briefly stated below-
 - (i) The area of the Larger Land after deduction of amenity space and area falling/ proposed to fall under road as per statutory authorities will be developed in a phase-wise manner.
 - (ii) The Promoter proposes to consume FSI of approximately 20,304 square metres (which is inclusive of permissible Base FSI , Fungible FSI, TDR,

any additional FSI that may be available under the applicable provisions of DCPR 2034 and/or by way of payment of premium. in respect of the Whole Project.

- (iii) The Whole Project shall consist of the following buildings/wings which shall be registered as individual real estate projects (“**Other Buildings**”) and shall comprise of the said Real Estate Project together with 2 other wings, being Wings A & B (“**Proposed Wings**”) proposed to comprise of Basement + Ground/Stilt + 22nd upper floors having part commercial and part residential user.
- (iv) The Allottee has perused a copy of the Proposed Layout Plan (“**Proposed Layout**”) and which is annexed to this Agreement as Annexure “A”, which specifies the Proposed Wings to be built on the said Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the said Larger Land (“**Proposed Potential**”), and also, the tentative demarcations of the reservations and other open and built-upon spaces are also shown in the plan annexed hereto and marked as Annexure “A”.
- (v) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee along with the allottees of the Whole Project are listed in the **Third Schedule** hereunder written (“**Whole Project Amenities**”) and the same shall be completed/delivered with the completion of the Whole Project.
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Proposed Wings/buildings of the Whole Project (including on the terrace and basement levels of such towers comprised in the Whole 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 the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc.
- (vii) The scheme and scale of development proposed to be carried out by the Promoter on the said Larger Land will be in accordance with applicable law

as amended from time to time.

- (viii) The Promoter shall be entitled to put signage / boards to reflect the name of "**Rustomjee**" (and/or any brand name the Promoter is permitted to use or as desired by the Promoter, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Larger Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (ix) The Promoter shall determine and identify the portion and the location on/of the said Larger Land, if any, which are to be handed over to any competent authorities (namely the MCGM or such other concerned local authority) for complying with the terms and conditions of statutory approvals and the remaining portion of the said Larger Land after handing over the stipulated percentage if any, to MCGM or any other concerned local authority and/or developing as a public amenity, would be available / available for transfer to the Apex Body (as defined hereinafter).
- (x) The nature of development of the Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (xi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the said Land, in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the Larger Land are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- I. The Allottee is desirous of purchasing on ownership basis, residential premises/flat of the Real Estate Project more particularly described in the Fifth Schedule hereunder which is shown in red hatched lines on the typical floor plan annexed hereto as **Annexure “I”** (hereinafter referred to as “**the said Premises**”).
- J. The Promoter has entered standard agreement/s with M/s. Aakar Associates, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- K. The Promoter has appointed M/s. Optimal Consultancy, a Structural Engineer for the preparation of the structural design and drawings of the Real Estate Project. The Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer, and it is clarified that the Promoter is entitled to appoint any other licensed architects / surveyors and/or structural engineers in place of them, if so desired by the Promoter till the completion of the Real Estate Project.
- L. The Promoter has the right to sell the said Premises in the Real Estate Project being constructed/to be constructed by the Promoter, to enter into this Agreement with the Allottee in respect of the said Premises and to receive the Sale Consideration (as defined hereinbelow) in respect thereof.
- M. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Aakar Associates, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
- (i) Intimation of Disapproval dated 18th March 2021 bearing Ref. No. CHE/ES/1674/337(NEW)/IOD/1/NEW and the plans sanctioned along with the same.
 - (ii) Commencement Certificate dated 24th May 2021 bearing Ref. No.CHE/ES/1674/S/337(NEW)/CC/1/New and the plans sanctioned along with the same.

- (iii) All approvals and sanctions issued and/or to be issued by the competent authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., I to R, CFO NOC, Tree NOC, Amenity Space handover and its incidental approvals & sanctions, Road Setback area handover and its incidental approvals and sanctions, Civil Aviation NOC, MOEF Environmental Clearance), and such other documents as required under Section 11 of RERA.
 - (iv) All the documents mentioned in the Recitals hereinabove.
 - (v) The copies of the Property Register Card for the Larger Land are annexed and marked as **Annexure “C”** hereto.
 - (vi) The authenticated copy of the typical floor plan of the Premises, is annexed and marked as Annexure “I” hereto.
- N. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- O. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.
- P. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- 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 Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Developer to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the

approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

- R. The carpet area of the said Premises as defined under the provisions of RERA, is detailed in the **Fifth Schedule** written hereunder.
- 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 Premises, at or for the price more particularly mentioned in the Fifth Schedule hereunder written ("**Sale Consideration**") payable by the Allottee to the Promoter in the manner set out in the **Sixth Schedule** hereunder written and, on the terms, and conditions of this Agreement. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum as and by way of part payment of the Sale Consideration the details whereof are more particularly mentioned in **Part A** of the Sixth Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).
- U. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- V. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/its Appellate Tribunal from time to time.

W. The list of Annexures attached to this Agreement are stated hereinbelow –

Annexure “A”	Copy of the plan identifying the said Larger Land.
Annexure “B”	Copy of the plan identifying the said Land, the Amenity Open Space and the Access Portion
Annexure “C”	Copy of the Property Register Cards
Annexure “D”	Copy of Title Certificate
Annexure “E”	Copy of RERA Certificate
Annexure “F”	Copy of the IOD
Annexure “G”	Copy of the CC
Annexure “H”	Copy of the Building Plan
Annexure “I”	Copy of typical floor plan

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project more particularly mentioned in the Fifth Schedule hereunder written comprising of the Floor Composition more particularly mentioned in the Fifth Schedule hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the said Premises and Sale Consideration:**

- 3.1. The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises of the Real Estate Project as more particularly described in the Fifth Schedule hereunder written and shown in red hatched lines on the typical floor plan at Annexure "I" hereto, at and for the Sale Consideration as more particularly mentioned in Sixth Schedule hereunder written.
- 3.2 On account of the provisions of the DCPR 2034 if the carpet area of premises equivalent to the carpet area of the said Premises is being allotted to an allottee, then a parking space is not required to be designated/ allotted for the Allottee. Accordingly under the terms of this Agreement, no parking space is being allotted to the Allottee. Further, the Allottee has also conveyed to the Promoter that presently he does not require a parking space and if pursuant to the execution of these presents in the future the Allottee expresses his need for a parking space then the same will be allotted to him subject to the provisions of the applicable laws, rules and regulations And in accordance with the relevant sanctions and approvals received from the concerned local authority . The Allottee agrees, confirms and declares that he/she/it shall not disturb, interfere, or interrupt the car parking space designated/allotted to other allottees in the said Real Estate Project. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential/commercial. The Allottee shall use the car parking space only for purpose of parking vehicle.
- 3.2. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written and the Allottee is satisfied with the fittings and fixtures mentioned therein.
- 3.3. The Allottee has paid before execution of this Agreement, part payment of the Sale Consideration of the said Premises as more particularly mentioned in Part A of the Sixth Schedule hereunder written as advance payment and hereby agree/s to pay to the Promoter the balance amount of the Sale Consideration as and by way of instalments in the manner more particularly mentioned in **Part B** of the Sixth Schedule hereunder written.

- 3.4. It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account more particularly mentioned in the Fifth Schedule hereunder written (“**the said Account**”).
- 3.5. The Allottee shall deduct tax at source (“**TDS**”) from each installment of the Sale Consideration as required under the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that the deduction made in the amount paid by the Allottee to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that if at the time of taking possession of the said Premises, if any such certificate is not produced, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 (four) months from the Allottee taking possession of the said Premises. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee.
- 3.6. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods and Services Tax (“**GST**”) and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof;

- 3.7. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MCGM and/or such other concerned local authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable based on the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three per cent), then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this clause, shall be made at the same rate per square meter as agreed in Clause 3.1 above.
- 3.9. On a written demand being made by the Promoter to the Allottee with respect to any amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default.
- 3.10. The Allottee is aware that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees Five

Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty including Service Tax, if any applicable on such charges.

- 3.11. Notwithstanding anything to the contrary, the Allottee hereby unconditionally and irrevocably authorizes the Promoter to adjust/appropriate all payments made by the Allottee, firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the said Premises, and lastly against any outstanding dues / amounts (including the Sale Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with regard to such adjustments and waives his/her right to do so in this regard. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement.
- 3.12. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the installment payment schedule mentioned in Part B of the Sixth Schedule hereunder written (which will not absolve the Allottee of his/her responsibilities under this Agreement).
- 3.13. The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee 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 Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 3.14. The Sale Consideration is only in respect of the said Premises. The Promoter has neither charged nor recovered any price for the said Parking

Space/s, limited common areas and the common areas facilities and amenities or under any other heads (except as specified in this Agreement).

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by MCGM or such other concerned local authority at the time of sanctioning the said plans or thereafter and shall, before offering possession of the said Premises to the Allottee, obtain from MCGM and/or such other concerned local authority the Occupation Certificate or Building Completion Certificate in respect of the said Premises (as may be applicable).
5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and offering possession of the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other amounts / dues payable by him/her and meeting, complying with and fulfilling all his/her other obligations under this Agreement.
6. **FSI, TDR and development potentiality with respect to the Real Estate Project on the said Land:**
 - 6.1. The Allottee hereby agrees, accepts, and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital G above and as depicted in the layout plans, proformas and specifications Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. The right of the Allottee under this Agreement is only restricted to the said Premises agreed to be sold by the Promoter to the Allottee subject to payment of all the amounts stipulated herein and compliance by the Allottee of all the terms and conditions specified herein and with respect to this transaction. All other premises/units/flats shall be the sole property of the Promoter and the Promoter shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Allottee or any member of the New Society (as

defined hereinafter), in any manner whatsoever.

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

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

8. **POSSESSION DATE, DELAYS AND TERMINATION**

8.1. The Promoter shall give possession of the said Premises to the Allottee on or before the date more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as the **Possession Date**. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of occurrence of any of the Force Majeure Events.

Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances set out below that materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Real Estate Project as applicable, or have a direct effect on the execution of the Real Estate Project and are not occasioned by any default or breach on the part of such Party and include the following:

- (a) *Earthquake, flood, inundation, and landslide.*
- (b) *Storm, tempest, hurricane, cyclone, lightning, thunder, or other extreme atmospheric disturbances.*
- (c) *Fire caused by reasons not attributable to a Party.*
- (d) *Acts of terrorism.*
- (e) *War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any*

- nuclear waste, radioactive toxic explosion, volcanic eruptions.*
- (f) *Pandemic, invocation of NDMA/Epidemic Diseases Act and/or any Government enforced lockdowns.*
 - (g) *Change in Applicable Law.*
 - (h) *Acts of expropriation, compulsory acquisition, or takeover by any government agency of the Project or any part thereof or of a Party's rights in relation to the Project.*
 - (i) *Early determination of this Agreement for reasons of national emergency or national security.*
 - (j) *Any restrain orders/ injunction from judicial/ quasi-judicial authorities.*
 - (k) *Acts beyond the reasonable control of the Parties.*

8.2. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except by the reasons of the occurrence of Events of Force Majeure as stated in Clause 8.1 above), then the Allottee shall be entitled to either of the following: -

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

OR

- (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Promoter ("**Allottee Termination Notice**"). On receipt of the Allottee 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 Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts

already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (or such revisions as may be prescribed by RERA from time to time) (“**Interest Rate**”) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Parking Space and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the Parking Space in the manner it deems fit and proper.

- 8.3. In the event, the Allottee elects his/her remedy under Clause 8.2(a) above, the Allottee shall not subsequently be entitled to the remedy under Clause 8.2(b) above.
- 8.4. The Allottee agrees that the remedies mentioned either in Clause 8.2(a) or Clause 8.2(b) above constitute the Allottee’s sole remedy in such circumstances and the Allottee foregoes any and all his/her rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses, or liability whatsoever.
- 8.5. The Allottee agrees and confirms that the Parking Space allotted to him/her shall stand automatically cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the said Premises.
- 8.6. If the Allottee fails to make payment of any of the amounts under this Agreement on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- 8.7. Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in

payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of installments of the Sale Consideration and/or (c) breach of any of the terms and conditions by the Allottee, the Promoter shall be entitled at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address / email address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest at the Interest Rate thereon, then on the expiration of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights and contentions of the Promoter, the rights of the Allottee under this Agreement and in respect of the said Premises shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the said Premises to another allottee ("**New Allottee**") for such consideration and in such manner as it deems fit and proper. In such a case, the Promoter shall be entitled to forfeit and appropriate unto itself an amount equivalent to (a) 10% (ten percent) of the Sale Consideration ("**Forfeiture Amount**") and (b) the actual loss (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee) to occur on the resale of the said Premises to the New Allottee as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty ("**Liquidated Damages**"). Upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to New Allottee and provided the Allottee has executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the

termination of this Agreement, the Promoter shall after deduction of the Forfeiture Amount and Liquidated Damages, refund the balance amount of the Sale Consideration to the Allottee exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings, etc. In the event the Promoter receives a credit/refund of the Service Tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Allottee without any interest thereon. It is agreed by the Allottee that in this case, if any refund is payable to the Allottee by the Promoter after applicable deductions and forfeiture, the same will be paid by the Promoter only on execution and registration of cancellation deed for the said AFS by the Allottee

- 8.8. Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter as specified in this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit.
9. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Second Schedule hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fourth Schedule hereunder written.
10. **Procedure for taking possession:**
 - 10.1. Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of all the installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (“**Possession Notice**”).
 - 10.2. The Allottee shall take possession of the said Premises within 30 (Thirty) days of the Possession Notice (“**Possession Period**”).

- 10.3. Upon receiving the Possession Notice from the Promoter, the Allottee shall take possession of the said Premises from the Promoter by executing the necessary documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the Possession Period, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter including those detailed in Clause 10.5 hereinbelow.
- 10.4. In the further event of the Allottee failing to take possession of the said Premises, by the Possession Date, the Promoter shall be entitled to levy and the Allottee shall bear and pay to the Promoter, holding charges at the rate of Rs.40/- (Rupees Forty Only) per square feet per month calculated on the carpet area of the said Premises (hereinafter referred to as “**Holding Charges**”) for the period of such delay in taking possession. The Allottee agrees and confirms that the said sum of Rs.40/- (Rupees Forty Only) per square feet per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee to the Promoter under this Agreement / transaction in addition to other charges/amounts in terms of the provisions of this Agreement / transaction.
- 10.5. Further, on demand made by the Promoter, the Allottee shall on or before taking possession of the said Premises deposit the maintenance charges and other charges as more particularly mentioned in Part A and Part B of the **Seventh Schedule** hereunder written (“**Other Charges**”). It is hereby clarified that with respect to the amounts listed in Part A of the Seventh 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 (as and by way of costs of 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 Seventh 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 New Society's account, without any interest on the amounts received from the Allottee, at the time of admitting the Allottee as a member of the said New Society.

- 10.6. The Allottee shall from the expiration of the Possession Period be liable to bear and pay his/her proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including *inter-alia*, local taxes including property taxes for flat and common areas, cesses, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance charges, common electricity, sinking fund, expenses relating to street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land including repair and maintenance of common staircase, lifts, sanitation, fire-fighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land including the outgoings in respect of the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Real Estate Project. Until the New Society is formed, and the conveyance is duly executed and registered, the Promoter shall appropriate such proportionate share of outgoings as may be determined by the Promoter at its sole discretion against the sums received by the Promoter towards advance maintenance as per Clause 10.5 above. The maintenance shall remain with the Promoter until the conveyance is duly executed and registered in favour of the New Society. On execution of the conveyance, the aforesaid deposits less deductions as provided for in this Agreement shall be paid over by the Promoter to the New Society. It is clarified that the Allottee shall be liable to bear and pay to the New Society the property tax, sinking funds, repair funds, insurance, as per the carpet area of the said Premises and the water charges as per the inlet, as and when demanded by the New Society. It is agreed and clarified that the Promoter shall not be liable to pay/ contribute towards any maintenance for the unsold units/ apartments save and except the municipal taxes.

- 10.7. The Allottee hereby agrees that, in the event of any amount becoming payable to MCGM, any other local authority or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the Larger Land and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Promoter, in the proportion in which the area of the said Premises shall bear to the ultimate total area of all the flats/units/premises in the Real Estate Project. The Allottee is aware that the Promoters have given certain undertakings to MCGM with regard to the Real Estate Project. The Promoter shall be liable to fulfill all the terms and conditions under the said undertakings, so far as the said Premises is concerned, up to the Possession Date. Thereafter the New Society (along with the Allottee, if applicable) shall be liable to fulfill all the terms and conditions of the said undertakings so far as the said Premises is concerned at their own cost and expense.
- 10.8. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the formation of the New Society or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

11. **Construction & Finishing:**

- 11.1. The Promoter has appointed/will appoint third party contractor(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter on intimation by the Allottee shall approach the third-party contractor(s) for the rectification of the defect(s) and the Allottee shall provide such assistance as may be required based on the facts of the issue.
- 11.2. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA (“**Defect Liability**”). It is further clarified that the Promoter shall not be liable for any defects

caused by reason of the willful default and/or negligence of the Allottee and/or any act or omission of the Allottee or any person under the Allottee's directions and/or any other allottees in the Real Estate Project. It is clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (described below) and would not be within the ambit of this Clause. It is further clarified that the Defect Liability shall not cover such damages as are caused due to any Force Majeure Event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project.

- 11.3. The Promoter shall compile and preserve the documents / drawings / certificates as specified in the IOD and handover the same to the New Society in the manner stated therein or as may be mutually agreed between the New Society and the Promoter on completion of the development of the said Land. Thereafter, the Allottee shall cause the New Society to preserve and maintain the documents / drawings / certificates received from the Promoter. The Allottee shall also cause the New Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.
- 11.4. 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 the possession of the said Premises is offered to the Allottee. This Clause shall operate as no-objection ("NOC") of the Promoter for transfer of the names (i.e., from the Promoter to the Allottee) in the records of the utility companies. 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.
- 11.5. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries ("**Facility Management Agency**") to manage the operation and maintenance of the Real Estate Project to be constructed on the said Land, common amenities, common areas, facilities and infrastructure on the said

Land after the completion of the development of the said Land, i.e., completion of the Real Estate Project. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by, the allottees and/or occupants of the premises comprised in the Real Estate Project including the Allottee on a pro rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the Real Estate Project / or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential/commercial user. The Allottee shall use the car parking space only for purpose of parking vehicle.

13. **FORMATION OF THE NEW SOCIETY**

- 13.1. As regards the allottees of commercial premises situated at the ground and first floor of Real Estate Project (“**the Commercial Premises**”) at the Promoter at its sole discretion, either admit them as members of the New Society or constitute a separate society in respect of the commercial premises of the Real Estate Project (“**the Commercial Society**”).
- 13.2. Upon 51% of the total number of units in the Real Estate Project, being registered by allottees, the Promoter shall apply to the competent authorities to form a co-operative housing society to comprise solely of allottees of units/premises in the Real Estate Project, in accordance with

and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

- 13.3. The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (“**the New Society**”). In the discretion of the Promoter, it may constitute Commercial Society for the Commercial Premises.
- 13.4. The Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the New Society and for becoming a member thereof including the bye-laws of the New Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the New Society and/or the Commercial Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final byelaws of the New Society, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 13.5. The name of the New Society shall be solely decided by the Promoter.
- 13.6. The New Society shall admit all allottees of flats and premises in the Real Estate Project as members, in accordance with its byelaws.
- 13.7. The Promoter shall be entitled, but not obliged to, join as a member of the New Society in respect of unsold premises in the Real Estate Project, if any. As and when such Premises are sold by the Promoter, the New Society shall admit the allottees of such flats and/or Parking Space comprised in the Promoter’s Premises as its members without demanding any amounts towards transfer fees, premiums, donations or by whatever name called save and except the Share Application and Entrance Fees and in the manner as may be prescribed in the byelaws of the New Society.
- 13.8. Post execution of the Society Conveyance (as defined hereinafter), the

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

- 13.9. Post execution of the New Society Conveyance (as defined hereinafter), the New Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do all such necessary acts, deeds, matters and things as may be required in this regard.
- 13.10. With respect to the other real estate projects in the Whole Project, the Promoter (if required) may submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate projects, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other New Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other New Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and RERA and RERA Rules.
- 13.11. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the New Society/Other New Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the New Society/Other New Societies and its members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

14. **Conveyance to the Society and Other Societies:**

- 14.1. Within 3 (three) months from (a) the receipt of the entire sale consideration from the allottees of the premises in the Real Estate Project and (b) the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Promoter shall, execute/cause to execute the conveyance of the structure of the Real Estate Project (excluding basements, ground and stilts) to the New Society and/or the Commercial Society (in case if the Promoter decides to constitute the same as a separate society) together with the Real Estate Project's exclusive common areas, amenities and facilities as described in Third Schedule herein, ("**Society Conveyance**"). The New Society and/or the Commercial Premises Society shall be required to join in execution and registration of the New Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the New Society and/or the Commercial Premises Society. Post the Society Conveyance, the New Society and/or the Commercial Society, as the case may be, shall be responsible for the operation, management and/or supervision of the Real Estate Project including common areas, facilities, and amenities therein and the Promoter shall not be responsible for the same.
- 14.2. The Promoter shall execute and register similar conveyances to the Other New Societies ("**Other New Societies' Conveyance**").
15. **Formation of the Apex Body:**
- 15.1. Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the New Society, Commercial Society and/or the Other Societies under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").
- 15.2. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such

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

16. **Conveyance of the Larger Land to the Apex Body:**

16.1. Within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body or New Society & Commercial Society shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the Larger Land and in all areas, spaces, common areas, facilities, and amenities in the Larger Land in favour of the Apex Body (“**Conveyance**”).

16.2. The Apex Body shall be required to join in execution and registration of the Conveyance. The costs, expenses, charges, levies and taxes on the Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body. Post the Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

17. Certain facilities such as club house and Gymnasium shall have usage charges in addition to the said membership fees, and the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.

18. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the

same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe- lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

19. LOAN AND MORTGAGE

- 19.1. The Allottee shall be entitled to avail a 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 its no objection letter to the Allottee to enable him/her at his/her sole risk, costs, and expenses to obtain loans from the Banks and/or such other financial institution 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 defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- 19.2. 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 all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.
- 19.3. 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 Consideration and other balance

amounts payable by the Allottee under this Agreement.

- 19.4. 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.
- 19.5. 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 the applicable law.

20. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate: -

- 20.1. The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Land and has possession of the Land for the implementation of the Real Estate Project.
- 20.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- 20.3. There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Allottee.

- 20.4. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- 20.5. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement.
- 20.6. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement.
- 20.7. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till possession is offered to the Allottee in accordance with this Agreement and thereupon shall be proportionately borne by the New Society.
- 20.8. 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 said Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee.

21. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

The Allottee represents and warrants to the Promoter that: -

- 21.1. The Allottee is competent to enter into contract and is not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein.
- 21.2. The Allottee has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up or dissolved, as the case may be.

- 21.3. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of his/her assets and/or properties.
- 21.4. None of the assets/properties of the Allottee are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.
- 21.5. No notice is or has been received by the Allottee from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee for the involvement of the Allottee 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.
- 21.6. No execution or other similar process is issued and/or levied against the Allottee against any of his assets and properties.
- 21.7. The Allottee has not compounded payment with his/her creditors.
- 21.8. The Allottee is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.
- 21.9. The representations and warranties stated in this Clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

22. **COVENANTS OF THE ALLOTTEE**

The Allottee by himself/herself with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of, *inter-alia*, ensuring the soundness and safety of the Real Estate Project, for maintaining the value of the Real Estate Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- 22.1. To maintain the said Premises at the Allottee's own cost in good and

tenantable repair and condition from the expiration of the Possession Period (irrespective of whether the Allottee takes possession or not) and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or byelaws or change/alter or make additions in or to the Real Estate Project or any part thereof. Provided that any changes / alterations to the said Premises shall be made by the Allottee after duly intimating the Promoter in that regard and procuring the requisite approvals from the concerned local authority as may be required.

- 22.2. Not to use or store anything on the refuge floor nor store any goods in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 22.3. To carry out at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was offered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 22.4. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the

appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

- 22.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 22.6. Not to do or suffer to be done anything in or to the Real Estate Project, said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees' own cost in good repair and condition from the expiration of the Possession Period and not to demolish or cause to be demolished the said Premises or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project;
- 22.7. Not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the said Premises.
- 22.8. Not to object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers/real estate projects forming part of the layout of the said Land and/or the said Larger Land.
- 22.9. Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or

the New Society with respect to the use and occupation of the said Premises.

- 22.10. Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 22.11. Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces.
- 22.12. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Projector do any act to affect the FSI/development potential of the said Land.
- 22.13. Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the Real Estate Project or any part thereof in any manner whatsoever.
- 22.14. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project / or any part thereof in any manner whatsoever.
- 22.15. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Real Estate Project.
- 22.16. Not to display at any place in the said Premises or the Real Estate Project or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project or any part thereof or anywhere else whatsoever on the said Land or any structures thereon.
- 22.17. In case during the course of the Allottee carrying out any renovation/repair

within the said Premises a defect or damage of any nature is caused to the said Premises and/or the said Real Estate Project then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project on account of such renovation/repair and the Allottee shall be required to repair and/or rectify the same at his/her own cost and expenses.

- 22.18. To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project and the said Land.
- 22.19. To use the said Premises or any part thereof or permit the same to be used only for personal residential purpose and the Parking Space only for purpose of parking vehicle/s.
- 22.20. To bear and pay in a timely manner as stated herein all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- 22.21. The Sale Consideration has been arrived between the Parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the Goods and Services Tax Act (GST Act) and the Rules made thereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit need to be passed on to the Allottee on account of the same.
- 22.22. Not to change the user of the said Premises without the prior written permission of the Promoter/New Society and concerned statutory authority/ies.
- 22.23. The Allottee shall not to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or his/her rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee 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 is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- 22.24. To observe and perform all the rules and regulations which the said New Society may adopt/have in place and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the New Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this Agreement.
- 22.25. To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times with reasonable notice, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- 22.26. Not to create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- 22.27. Not to do himself/herself or through any other person 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/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee's family or any servant or guest of the Allottee commits default of this Clause then the Allottee shall immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoter/ New Society, as the case may be, on each such occasion.
- 22.28. Not to change the name of the Real Estate Project either by himself/herself or through the New Society, at any point of time without the prior written

permission of the Promoter.

- 22.29. Not to raise any objection and/or cause any hindrance or obstruction with respect to the development and/or construction activities being undertaken and/or that may be undertaken pursuant to the execution of this Agreement on the said Larger Land or any part thereof.
23. 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 shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, gymnasium, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the New Society Conveyance and the Apex Body Conveyance, as the case may be.
24. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
- After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises. Provided however, that on execution hereof the Promoter has handed over the original release letter from the concerned bank and/or financial institution in respect of the already subsisting mortgage/charge created over the said Premises in favour of the said bank and/or financial institution, more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as “**Mortgage Bank/Financial Institution**”.
25. **MISCELLANEOUS**
- 25.1. The Allottee undertakes 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, the 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;

25.2. The common areas and amenities forming part of the Real Estate Project shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of the flats/ units/ premises of the Real Estate Project and the same shall not be commercially exploited and shall not be used for any other purpose. The Allottee undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter / New Society/Apex Body with respect to the use of the common areas and amenities forming part of the said Real Estate Project. The Allottee confirm/s and acknowledge/s that the Whole Project Amenities shall be utilized by all the members of the New Society, or future members of such Other New Societies as may be formed for each real estate project and in turn the members of the Apex Body.

25.3. The Allottee will not claim compensation from any competent authority or

from the Promoter in respect of inadequate open space all around the Real Estate Project. The Allottee is aware and hereby confirms that he/she shall not object to the concessions availed by the Promoter for deficiency in open space nor will he object for any deficiency in neighborhood development.

- 25.4. 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.
- 25.5. 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, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to a 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 (fifteen) 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, during the site visit.
- 25.6. The Allottee is aware that in 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 showcasing 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.
- 25.7. 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.

- 25.8. The Allottee has satisfied himself/herself with respect to the designs and materials for construction on the said Land as mentioned herein.
- 25.9. 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.
- 25.10. The Allottee hereby agrees and declares that he/she shall submit full-fledged drawings with all specifications before starting interior work of the said Premises and approval/NOC shall be obtained from the Promoter. The Allottee shall prior to commencing the interior works keep deposited as a security deposit, such amounts as may be intimated by the Promoter 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 Real Estate Project, Real Estate Project Amenities, etc. whatsoever ("**Fit Out Deposit**"). The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. 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, facade and/or elevation of the said Real Estate Project 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.
- 25.11. The Allottee agrees and confirms that the Sale Consideration is derived on the basis of the Allottee having agreed to pay the Sale Consideration as per the payment schedule more particularly specified in the Sixth Schedule hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

26. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/ Real Estate Project, as the case may be.

27. **RIGHT TO AMEND**

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

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT ALLOTTEES**

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

29. **SEVERABILITY**

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

30. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**

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

31. **FURTHER ASSURANCES**

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

32. **WAIVER**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party 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.

33. **PLACE OF EXECUTION**

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

34. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID at their respective addresses / email addresses mentioned in the Fifth Schedule hereunder written.

35. It shall be the duty of the Allottee 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, as the case may be. The Allottee agrees and confirms that notices and other communications sent by an email to the Allottee shall be valid mode of service.

36. **JOINT ALLOTTEES**

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

37. **STAMP DUTY AND REGISTRATION CHARGES**

37.1. The charges towards stamp duty fees are borne by Allottee or Promoter as the case may be. The charges towards registration of this Agreement and all out of pocket costs, charges, and expenses on all documents for sale and/or transfer of the said Apartment shall be borne by the Allottee alone.

37.2. The Promoter shall present this Agreement at the office of the relevant Sub Registrar of Assurances for registration of these presents within the time

limit as prescribed by the Registration Act, 1908 and shall intimate the Allottee of the Serial Number under which this Agreement is lodged for registration. The Allottee and the Promoter through its duly Authorised Representative will attend the office of the relevant Sub Registrar of Assurances and admit execution thereof. The Allottee shall at no point in time hold the Promoter liable or responsible in any manner whatsoever for delay or default in registration.

38. **DISPUTE RESOLUTION**

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

39. **GOVERNING LAW**

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

40. **PERMANENT ACCOUNT NUMBERS**

Details of the Permanent Account Numbers of the Promoter and Allottee are more particularly mentioned in the Fifth Schedule hereunder written.

41. **CONSTRUCTION OF THIS AGREEMENT**

41.1. Any reference to any statute or statutory provision shall include,-

- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-

enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which provision referred to has directly or indirectly replaced.

- 41.2. Any reference to the singular shall include the plural and vice-versa.
- 41.3. Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa.
- 41.4. The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it.
- 41.5. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.
- 41.6. Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause.
- 41.7. References to a person (or to a word importing a person) shall be construed so as to include:
 - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

FIRST SCHEDULE HEREINABOVE REFERRED TO:

("Description of the said Larger Land")

All that pieces and parcels of land or ground admeasuring in aggregate 8644.92 square meters and 8274sq.mtrs (ad measurement and as per property cards) situate at Bhandup in Greater Bombay in the Registration Sub-District of Bandra and district Bombay Suburban now in the Registration Sub-District and District of Bombay City and Bombay Suburban, comprising of the following:

- (i) Plot B admeasuring 2508.40 square meters (as per possession) and 2511 square meters as per the documents forming part of land bearing Survey No. 83 (part), 84/1 (part) and 84/2 and corresponding CTS Nos. 279, 280 and 281A/1/1 (part) of Village Bhandup and bounded as follows:

On or towards North : Part Portion of Internal Road CTS No.281-A/1/1 (S. No.83 Part);
On or towards South : Part Portion of Internal Road CTS No.281-A/1/1 (S. No.83 Part);
On or towards West : CTS No.1014; and
On or towards East : Part Portion of CTS No.281-A/1/1 (S.No.83 Part).

- (ii) Plot B1 admeasuring 3156.73 square meters forming part of Survey No. 83 (part) and corresponding CTS Nos. 281A/1/1 (part) and CTS No. 282A of Village Bhandup and bounded as follows:

On or towards North : by existing (33.0) wide road connecting to Lal Bahadur Shastri Marg (Agra Road);
On or towards South : by Survey No.88;
On or towards West : by Plot No. B2 and Survey No.83 (Part); and
On or towards East : by Plot No.B and bearing S.No.83(Part) and S.No.84, Hissa No.1.

- (iii) Access Portion admeasuring 2005.039 square meters and bearing Survey No. 83 (part) and Survey No. 84 Hissa No. 1 and corresponding CTS Nos. 280/1 (part) and CTS Nos. 281A/1/1 (part) of Village Bhandup and bounded as follows:

On or towards North: Property bearing Survey No.201, 83(Part) and CTS No.281/B1, 281B/2 and 281A/1/2;

On or towards South: Portion of Property bearing Survey No.83 (Part) and Survey No.84, Hissa No.1(Part), 281A/1/1 (Part), 281A/2;

On or towards West: Property bearing Survey No.85 and CTS 1014; and

On or towards East: Property bearing Survey No.82 and CTS No.274.

- (iv) Amenity Open Space admeasuring 984.75 square meters and bearing Survey No. 83 (part) and corresponding CTS Nos. 281A/1/1 (part) and 282 C of Village Bhandup and bounded as follows:

On or towards North: Property bearing Survey No. 83(Part) and Portion of existing Internal Road (Wide 33' Wide) of CTS No.281A/1/1;

On or towards South: Property bearing Survey No.83 (Part) and CTS No. 281A/2;

On or towards West: Property bearing Survey No. 83 (Part) and CTS 281A/2; and

On or towards East: Property bearing Survey No.82 and CTS no.274

THE SECOND SCHEDULE ABOVE REFERRED TO:

("Real Estate Project Amenities")

1. Gymnasium
2. Indoor Games
3. Multi – Purpose Hall
4. Kids Play Zone
5. Business Centre
6. Podium Landscape

THE THIRD SCHEDULE ABOVE REFERRED TO:

("Whole Project Amenities")

1. Gymnasium
2. Indoor Games
3. Multi – Purpose Hall
4. Kids Play Zone
5. Business Centre
6. Podium Landscape

THE FOURTH SCHEDULE ABOVE REFERRED TO:

("fixtures, fittings and amenities within the said Premises")

- 1) Flooring
 - Vitrified tiles in Living room, Kitchen, Passage and all Bedrooms.
 - Toilets - Ceramic tiles /Anti skid tiles
- 2) Skirting/ wall tiles-Dado
 - Master toilet and Common toilet– Premium Ceramic tile dado up to door height.
 - Kitchen- Ceramic Tile Dado up to 600mm height above the kitchen platform
- 3) Plumbing and Sanitary Fixtures and fittings:
 - Concealed flush tank in common & master toilet- Jaquar or equivalent
 - Geyser provision for toilets
 - Wall mounted wash toilets- American Standard/Hindware/ Cera or equivalent
 - European wall-mounted WC with seat cover.
 - Premium CP fittings - Jaquar/ American standard or equivalent
- 4) Door frames and shutter:
 - Apartment Main door: 45mm thick flush door in laminate finish with requisite hardware.
 - Internal door frame and shutter –35mm thick flush door shutter laminate finish with requisite hardware.
 - Toilet door frame and shutter –35mm thick flush door shutter laminate finish with requisite hardware.
- 5) Kitchen platform & sink –
 - Steel gray granite counter
 - Single sink with drain board : Nirali or equivalent

- 6) Windows –
 - Full height Aluminum lockable windows with bottom fixed and top sliding.
 - For Toilet – Fix window with exhaust fan provision
 - For Kitchen – Aluminum sliding door with exhaust fan provision

- 7) Window/ door sill
 - Granite sill for all windows, as per space available post Aluminum window frame installation as per design.

- 8) Electrical fittings -
 - Polycab or equivalent copper wiring
 - Roma / Anchor or equivalent modular switches.
 - AC provision in all rooms.

- 9) Wall finish – Gypsum finish with washable plastic paint.
- 10) Water purifier provision in kitchen
- 11) Video door phone
- 12) Fire sprinkler provision in all apartments as per regulations.

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

<u>Sr. No.</u>	<u>Terms and Expressions</u>	<u>Meaning and Description</u>
1.	Name, address and email id of the Promoter	Name: Luceat Realtors Pvt. Ltd. Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbai - 400069 Email.id: customersupport.bella@rustomjee.com
2.	Name, address and email id of the Allottee	Name: _____ Address: _____ _____ _____ Email id: _____
3.	said Wing	Wing D
4.	Real Estate Project	"Bella Wing C & D"
	RERA Certificate	Certificate bearing no. P51800029526 dated 4 th June, 2021.
5.	IOD	IOD dated 18 th March, 2021 bearing Ref. No.CHE/ES/1674/S/337(NEW)/IOD/1/NEW
6.	CC	CC dated 24 th May, 2021 bearing Ref. No. CHE/ES/1674/S/337(NEW)/CC/1/NEW

7.	the said Premises	Flat bearing No. _____ on ____ floor of the said Wing in the Real Estate Project and admeasuring _____ square meters (carpet area) equivalent to _____ square feet (carpet area) of the Real Estate Project known as “Bella”.
8.	Sale Consideration	Rs. _____/- (Rupees _____ _____)
9.	Possession Date	1 st July, 2025; subject to provisions of Clause 7 of this Agreement for Sale.
10.	the said Account	LUCEAT REALTORS PRIVATE LIMITED- WING C & D MASTER COLLECTION A/C 22105083859 IFSC Code : SCBL0036085
11.	Mortgagee Bank / Financial Institution	Standard Chartered Bank
12.	PAN	(A) Promoter: AADCL4535D (B) Allottee: (i) _____ (ii) _____

THE SIXTH SCHEDULE ABOVE REFERRED TO
("schedule / manner of payment of Sale Consideration by the Allottee to the Promoter")

Particulars	Payment Due
PART A	
Token/Part of application fee	1.0%
Balance Application fee within 15 days of token	8.9%
PART B	
On Registration	10.1%
On completion of Plinth level	25%
On completion of First Slab	2%
On completion of Third Slab	2%
On completion of Fifth Slab	2%
On completion of Seventh Slab	2%
On completion of Ninth Slab	2%
On completion of Eleventh Slab	2%
On completion of Thirteenth Slab	2%
On completion of Fifteenth Slab	2%
On completion of Seventeenth Slab	2%
On completion of Nineteenth Slab	2%
On completion of Terrace Slab	5%
On completion of Internal walls, Internal Plaster, Flooring ,Doors & Windows within the said apartment	5%
On completion of Sanitary Fittings, Staircase, Lift Well, Lobbies up to the floor level of the said Premises	5.0%
On completion of Ext Plumbing , External Plaster, Elevation Terrace waterproofing	10.0%
On completion of Lift, Water Pumps ,Electrical Fittings & Entrance Lobby	5.0%
On Possession	5%
Total	100.0%

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
("being the list of the "Other Charges" to be paid by the Allottee in accordance with
Clause 10.5 of this Agreement")

PART A		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Legal Charges	Rs. ____/-
2.	Charges towards installation of Electric Meter, Water Meter, Gas Connection up to the ground floor of the said Wing	Rs. ____/-
3.	Development Charges	Rs. ____/-
	Total	Rs. ____/-
PART B		
<u>Sr. No.</u>	<u>Particulars</u>	<u>Amounts</u>
1.	Share Application and Entrance Fees of the said Society	Rs. ____/-
2.	Proportionate Share of Municipal Taxes and Outgoings	As determined at the time of possession
3.	12 Months Advance Deposit of Municipal Taxes and Outgoings	As determined at the time of possession

Photo

Left Hand

Thumb Impression

SIGNED AND DELIVERED BY)
the within named Promoter)
Luceat Realtors Private Limited)

By the hands of its Director /)
Authorized Signatory)

_____) _____

in the presence of)

Witness:

- 1.
- 2.

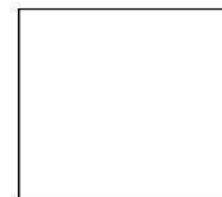
SIGNED AND DELIVERED BY)
the within named Allottee)

_____) _____

in the presence of)

Witness:

- 1.
- 2.



RECEIPT

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

DATE	CHEQUE NO./REF. NO.	NAME OF THE BANK	AMOUNT (RS.)
TOTAL			

For Luceat Realtors Pvt. Ltd.

(Promoter)

Witness:

- 1.
- 2.