

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this _____ day of _____ 2023.

BETWEEN

EVIE REAL ESTATE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Runwal & Omkar Esquare, 4th Floor, Opp. Sion Chunabhathi Signal, off Eastern Express Highway, Sion (E), Mumbai- 400 022 (through its duly Authorized Signatory Mr. _____ authorized vide board resolution/POA dated _____), hereinafter referred to as the "the Promoter" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

AND

NAMRATA AKSHAY KAMBLE AND AKSHAY CHANDRAKANT KAMBLE, having his/her/their address at B/14,3RD FLOOR, KALWA CREEK VIEW C.H.S , KALWA NAKA ,THANE -400605 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 (i) in case of an individual his/her/their heirs, executors, administrators and permitted assigns; (ii) in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; (iii) in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary; (iv) in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them; and (v) in case of a body corporate/company, its successors and permitted assigns) of the OTHER PART

WHEREAS:

- A. Pursuant to (a) an Indenture of Conveyance and Assignment dated 17th October, 2014, registered with the office of the Sub-Registrar of Assurances under serial no. 9377 of 2014 as rectified by a Deed of Rectification dated 13th October, 2016, registered with the office of the Sub-Registrar of Assurances under serial no. 10449 of 2016, both executed between Crompton Greaves Limited ("CG") and the Promoter, (b) an Indenture of Conveyance and Assignment dated 27th October 2015, registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-2- 9732 of 2015, as rectified by a Deed of Rectification dated 13th October, 2016, registered with the office of the Sub- Registrar of Assurances under Serial No. 10450 of 2016, both executed between CG and the Promoter, and (c) an Indenture of Lease dated 21st October 2015 ("the said Lease") executed between The Tata Power Company Limited and the Promoter, registered with the office of the sub-registrar of assurances under serial no. 9624 of 2015, and subject to the terms and conditions mentioned therein, (d) an Indenture of Conveyance and Assignment dated 29th December,

2021, registered with the office of the Sub-Registrar of Assurances under serial no. 23802 of 2021 executed between CG and the Promoter other part, the Promoter became entitled to and seized and possessed of all those pieces or parcels of land bearing CTS Nos. 676, 1004(part), 1005(part), 1005/1, 1006, 1007/3(part), 1007(part), 1007/1, 1007/2, 1007/4, 1008 (part), 1008/1, 1009(part), 1009/5, 1009/6, 1010(part), 1011 (part), 1013(part), 1014(part), 1014/1 to 1014/6, 1017, 1017/1 to 1017/6, 1018 and 1018/1 to 1018/9 admeasuring in aggregate 1,43,328.81 square meters ("**the Property**") of Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjur Marg (E), Mumbai – 400042.

- B. From and out of the said Property, a portion admeasuring 22,079 sq. meters bearing CTS Nos. 1009/6, 1013 (part), 1014 (part), 1014/1 to 1014/6, 1017, 1017/1 to 1017/6, 1018 and 1018/1 to 1018/9 was conveyed by the Promoter in favour of Susneh Infrapark Private Limited by and under a Deed of Conveyance cum Assignment dated 6th January 2021, registered with the office of sub registrar of assurances at Kurla under registration no. KRL-1/2535/2021.
- C. Pursuant to the above, the Promoter is now seized and possessed of all those pieces and parcels of land admeasuring 1,21,249.81 sq. meters out of the said Property (hereinafter referred to as "**the Larger Land**"). The Larger Land is more particularly described in the **First Schedule** hereunder written and is delineated with a black colour boundary line on the plan annexed hereto and marked as **Annexure "A"**. The First Schedule also sets out the tenure of the Larger Land. High Tension electricity/ transmission lines pass through a portion of the Larger Land as indicated on the plan annexed hereto and marked as **Annexure "A"**.
- D. There are no litigations pending with respect to the Larger Land and there are encumbrances affecting the Larger Land annexed hereto and marked as **Annexure "B"**.
- E. The Promoter has undertaken development of the said Larger Land in a phase wise manner and has completed one residential building i.e. Wing- "D" known as "MARIGOLD" constructed on a portion of the Larger Land admeasuring 628.98 square meters (Plinth area) ("**the said Land**") (the said Land is more particularly described in the **Second Schedule** hereunder written and is washed in green colour on the plan annexed hereto and marked as **Annexure "A"**) as a phase of the Whole Project (as defined below) and the same has been registered as a 'Real Estate Project' ("**the Real Estate Project**") with the Maharashtra 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 a Certificate of Registration bearing No. P51800001296 dated 27th November 2017 subsequently revised vide certificate dated 9th September, 2021 ("**the RERA Certificate**") for the Real Estate Project and a copy of the RERA Certificate is annexed and. marked as **Annexure "C"** hereto.

- F. The Brihanmumbai Municipal Corporation has granted Full Occupation Certificate dated 17 March 2023 bearing reference no. CHE/ES/1699/S/337(NEW)/OCC/1/New for the said Real Estate Project.
- G. The Allottee has, prior to the date hereof, examined copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land. 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.
- H. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, is briefly stated below:
- (i) The name of the Real Estate Project shall at all times be 'Runwal Bliss' (in common along with such other phases of the Whole Project as the Promoter may deem fit). The Real Estate Project consists of a single building/Wing known as "MARIGOLD" and the same will be up to 53 no. of slabs of super structures with 50 (habitable floors).
 - (ii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Third Schedule** hereunder written.
 - (iii) Total FSI of 22,697.46 square meters has been proposed and the same shall get consumed/utilized as per the approvals/sanctions from time to time, in construction and development of the Real Estate Project.
 - (iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").
 - (v) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and listed in the **Fifth Schedule** hereunder written ("**Whole Project Amenities**") which may be used by the Allottee after the proposed development of the Larger Land is completed.
 - (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
 - (vii) 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 and/or 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

- F. The Brihanmumbai Municipal Corporation has granted Full Occupation Certificate dated 17 March 2023 bearing reference no. CHE/ES/1699/S/337(NEW)/OCC/1/New for the said Real Estate Project.
- G. The Allottee has, prior to the date hereof, examined copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land. 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.
- H. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, is briefly stated below:
- (i) The name of the Real Estate Project shall at all times be 'Runwal Bliss' (in common along with such other phases of the Whole Project as the Promoter may deem fit). The Real Estate Project consists of a single building/Wing known as "MARIGOLD" and the same will be up to 53 no. of slabs of super structures with 50 (habitable floors).
 - (ii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Third Schedule** hereunder written.
 - (iii) Total FSI of 22,697.46 square meters has been proposed and the same shall get consumed/utilized as per the approvals/sanctions from time to time, in construction and development of the Real Estate Project.
 - (iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").
 - (v) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and listed in the **Fifth Schedule** hereunder written ("**Whole Project Amenities**") which may be used by the Allottee after the proposed development of the Larger Land is completed.
 - (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
 - (vii) 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 and/or 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.

- (viii) The details of formation of the Society, and conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in this agreement.
- (ix) Copy of the Part Occupation Certificate bearing No. CHE/ES/1699/S/337(NEW)/OCC/1/New dated 13th January 2023 issued by the Brihanmumbai Municipal Corporation is attached at **Annexure "D"** hereto.
- (x) The above details along with the annexes to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- I. 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 to be developed in a phase-wise manner is 1,21,249.81 square meters.
 - (ii) The Promoter proposes to use total FSI of 3,29,399.95 square meters (including sanctioned/ consumed and proposed FSI) for development of the Whole Project.
 - (iii) Subject to the receipt of approvals/ sanctions from the Municipal Corporation of Greater Mumbai ("MCGM") and / or other competent authority(ies), the Promoter further proposes to construct new wings in addition to the Real Estate Project on a portion of the Larger Land by consuming additional FSI. ("**Proposed Wings**").
 - (iv) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed Layout**") which specifies the location of the future proposed development to be built on the Larger Land. The Proposed Location is washed in pink colour boundary line on the Proposed Layout plan annexed hereto and marked as **Annexure "E"**.
 - (v) As per the terms and conditions of the approvals granted by MCGM in respect of the Larger Land, the Promoter is required to handover amenity space admeasuring 17,747.82 sq. meters (i.e.11,585.57 sq. meters + 6,162.25 sq. meters) to MCGM which will be used by MCGM as per its requirements.
 - (vi) The segregating distance of proposed development/buildings is deficient, and the Promoter has paid the requisite fees for the open space deficiency in accordance with the DCPR 2034.
 - (vii) The Whole Project Amenities that may be usable by the Allottees are detailed in the **Fifth Schedule** hereunder written.
 - (viii) The Promoter shall be entitled to designate any spaces/areas in the Proposed Wing 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.
 - (ix) The scheme and scale of development proposed to be carried out by the Promoter on

- the Larger Land will be as set out in the Proposed Layout, as amended from time to time.
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/signs.
 - (xi) The Promoter shall be entitled to confer title of a particular tower/wing to such Other Societies (*defined later*).
 - (xii) The details of formation of the Apex Body, and conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are more particularly specified in formation of the Apex Body Clause below.
 - (xiii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land remaining after handing over the stipulated percentage if any, to MCGM or any other statutory authority and/or after developing public amenities, only would be available for transferring to the Apex Body. A list of the amenities and reservations affecting the Larger Land is set out in the Proposed Layout.
 - (xiv) 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.
 - (xv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules, as amended from time to time.
 - (xvi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
 - (xvii) The Promoter will be entitled to develop the Larger Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.
 - (xviii) The Promoter would be entitled to give rights of way/ access/ easementary rights on the Larger Land for the development of adjoining lands of the Promoter and the same shall not be interrupted or interfered in any manner whatsoever.
 - (xix) The name of the Whole Project shall at all times be "Runwal Bliss".

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> ("**Proposed Future and Further Development of the**

Larger Land”).

- J. The Allottee/s is/are desirous of purchasing a residential premises / flat bearing No.D-3105 on the 31st floor of the Real Estate Project (hereinafter referred to as the "said Premises").
- K. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- L. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- M. The Promoter has the right to sell the said Premises in the Real Estate Project constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- N. 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, Sunil Ambre & 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) All approvals and sanctions 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., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC, O.C. etc. and such other documents as required under Section 11 of RERA.
 - (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land.
 - (iii) All the documents mentioned in the Recitals hereinabove.
 - (iv) Title Certificate of Wadia Ghandy & Co. Advocates and Solicitors dated 24th January 2017 r/w Supplementary Title Report of Advocate Vaibhav Kashinath Laxmi Gosavi dated 17th January 2021 ("Title Certificate"), certifying the right/entitlement of the Promoter, copies whereof are annexed hereto and collectively marked as Annexure "F"; and
 - (v) The certified true copies of the Property Register Card for the Larger Land, which are annexed hereto and marked as Annexure "G".
- O. An authenticated copy of the plan of the Premises, is annexed and marked as Annexure "H" hereto.
- P. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and

restrictions which have been observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Part Occupation Certificate in respect of the Real Estate Project has been granted by the competent authority.

- Q. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are 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.
- R. The Promoter has accordingly completed construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- S. Presently, the sanctioned plans show that a tower for the Economically Weaker Section (EWS) shall be constructed on the Larger Land, however, in accordance with the Proposed Layout (being Annexure "E" hereto), the said tower is proposed to be moved out of the current location and is accordingly proposed to be constructed on any other portion of the said Larger Land subject to the prevailing rules and regulations.
- T. 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 Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD, CC and OC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project as mentioned in this Agreement and applicable laws 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.
- U. The carpet area of the said Premises as defined under the provisions of RERA, is 651 square feet equivalent to 60.48 square meters plus 00.00 square feet equivalent to 00.00 square meters deck area and 22 square feet equivalent to 2.04 square meters of utility area, if any.
- V. 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 this Agreement on the terms and conditions appearing hereinafter.
- W. 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 of **Rs.16227380/- (Rupees One Crore Sixty Two Lakhs Twenty Seven Thousand Three Hundred Eighty Only)**

restrictions which have been observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Part Occupation Certificate in respect of the Real Estate Project has been granted by the competent authority.

- Q. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are 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.
- R. The Promoter has accordingly completed construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- S. Presently, the sanctioned plans show that a tower for the Economically Weaker Section (EWS) shall be constructed on the Larger Land, however, in accordance with the Proposed Layout (being Annexure "E" hereto), the said tower is proposed to be moved out of the current location and is accordingly proposed to be constructed on any other portion of the said Larger Land subject to the prevailing rules and regulations.
- T. 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 Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD, CC and OC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project as mentioned in this Agreement and applicable laws 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.
- U. The carpet area of the said Premises as defined under the provisions of RERA, is 651 square feet equivalent to 60.48 square meters plus 00.00 square feet equivalent to 00.00 square meters deck area and 22 square feet equivalent to 2.04 square meters of utility area, if any.
- V. 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 this Agreement on the terms and conditions appearing hereinafter.
- W. 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 of **Rs.16227380/- (Rupees One Crore Sixty Two Lakhs Twenty Seven Thousand Three Hundred Eighty Only)**

and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs.622738/- (Rupees Six Lakhs Twenty Two Thousand Seven Hundred Thirty Eight Only)**, being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

- X. Under Section 13 of the 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.
- Y. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.
- Z. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "A"	Layout Plan demarcating (i) the Larger Land in black colour boundary line, and (ii) the said Land washed in green colour.
Annexure "B"	Details of Encumbrances
Annexure "C"	RERA Certificate
Annexure "D"	Part Occupation Certificate
Annexure "E"	Proposed Layout
Annexure "F"	Title Certificate issued by Advocates
Annexure "G"	Certified true copy of Property Register Card
Annexure "H"	Floor Plan of the said premises
Annexure "I"	Payment schedule

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 have been 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 has constructed the Real Estate Project being Wing – D known as "MARIGOLD", consisting of such floors as set out in the Third Schedule hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by 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 Fourth 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 Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. D-3105 of the 2 BHK type admeasuring 651 square feet equivalent to 60.48 square meters plus 00.00 square feet equivalent to 00.00 square meters deck area and 22 square feet equivalent to 2.04 square meters utility area, if any as per RERA on the 31st floor in the Real Estate Project (the said Premises are more particularly described in the Sixth Schedule and are shown in the floor plan annexed and marked Annexure "H" hereto) at and for the consideration of **Rs.16227380/- (Rupees One Crore Sixty Two Lakhs Twenty Seven Thousand Three Hundred Eighty Only)**
- (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park 1 (ONE) car/s in the car parking space in the basement/podium/stilt constructed in the layout of the Larger Land. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.
- (iii) The total aggregate consideration amount for the said Premises is **Rs.16227380/- (Rupees One Crore Sixty Two Lakhs Twenty Seven Thousand Three Hundred Eighty Only)** ("the Sale Consideration"). It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (ten percent) of the Sale Consideration is earnest money and is referred to herein as the "Earnest Money".
- (iv) The Allottee has paid before execution of this Agreement, a sum of **Rs.622738/- (Rupees Six Lakhs Twenty Two Thousand Seven Hundred Thirty Eight Only)** as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of **Rs.15604642/- (Rupees One Crore Fifty Six Lakhs Four Thousand Six Hundred Forty Two Only)** in the manner and payment instalments more particularly set out in Annexure "I" hereto.
- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. 57500000020650 maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account No. 57500000020660 maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the RERA Account"). It is further clarified between the parties that, if more than 4% Sale Consideration has already been received by the Promoter, then as the case may be, the Balance Consideration shall be paid by the Allottee in the said account.
- (vi) The Sale Consideration excludes taxes (consisting of all levies, duties and cesses or

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 Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. **D-3105** of the **2 BHK** type admeasuring **651** square feet equivalent to **60.48** square meters plus **00.00** square feet equivalent to **00.00** square meters deck area and **22** square feet equivalent to **2.04** square meters utility area, if any as per RERA on the **31st** floor in the Real Estate Project (the said Premises are more particularly described in the **Sixth Schedule** and are shown in the floor plan annexed and marked **Annexure "H"** hereto) at and for the consideration of **Rs.16227380/-** (**Rupees One Crore Sixty Two Lakhs Twenty Seven Thousand Three Hundred Eighty Only**)
- (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park **1 (ONE)** car/s in the car parking space in the basement/podium/stilt constructed in the layout of the Larger Land. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.
- (iii) The total aggregate consideration amount for the said Premises is **Rs.16227380/-** (**Rupees One Crore Sixty Two Lakhs Twenty Seven Thousand Three Hundred Eighty Only**) ("the Sale Consideration"). It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (ten percent) of the Sale Consideration is earnest money and is referred to herein as the "Earnest Money".
- (iv) The Allottee has paid before execution of this Agreement, a sum of **Rs.622738/-** (**Rupees Six Lakhs Twenty Two Thousand Seven Hundred Thirty Eight Only**) as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of **Rs.15604642/-** (**Rupees One Crore Fifty Six Lakhs Four Thousand Six Hundred Forty Two Only**) in the manner and payment instalments more particularly set out in **Annexure "I"** hereto.
- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. 57500000020650 maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account No. 57500000020660 maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the RERA Account"). It is further clarified between the parties that, if more than 4% Sale Consideration has already been received by the Promoter, then as the case may be, the Balance Consideration shall be paid by the Allottee in the said account.
- (vi) The Sale Consideration excludes taxes (consisting of all levies, duties and cesses or

any other indirect taxes which may be levied, in connection with the construction of and carrying out the 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 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. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.

- (vii) It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.
- (viii) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.
- (ix) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (x) 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, in the same manner detailed in this Clause and Clause below (which will not absolve Allottee of its responsibilities under this Agreement).
- (xi) 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.

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 any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for handing over the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
6. **FSI, TDR and development potential with respect to the said Tower/Wing on the said Land:**

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) all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
7. **FSI, TDR and development potential 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 a phase-wise manner and undertake multiple real estate projects therein as depicted in the layout plans, proformas and specifications at **Annexure "A"** hereto constituting the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further agreed between the parties that any unutilized/balance FSI of the said Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land.
8. **Possession Date, Delays and Termination:**
 - (i) The Promoter shall give possession of the Premises to the Allottee on or before **31st DECEMBER 2023** ("**Possession Date**"). Provided however, that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -
 - (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

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

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

- (ii) If the Allottee fails to make any payment 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 amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (iii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, 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 a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the 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 thereon computed at the Interest Rate, then at the end of the period specified in 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 the 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 sub-clause, the Promoter shall be entitled to forfeit the Earnest Money being 10% percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises and further upon resale of the said Premises in favour other allottee, whichever is later,, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said

- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.

- (ii) If the Allottee fails to make any payment 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 amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (iii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, 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 a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the 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 thereon computed at the Interest Rate, then at the end of the period specified in 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 the 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 sub-clause, the Promoter shall be entitled to forfeit the Earnest Money being 10% percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises and further upon resale of the said Premises in favour other allottee, whichever is later,, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said

Premises as mentioned above, the Promoter shall be entitled to retain the refund amount and the Allottee shall not be entitled to claim any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any and that the agreement shall be deemed to be cancelled and terminated even in case the allottee fails to execute and register the Deed of Cancellation in respect thereof.

(iv) It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.

9. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Fourth Schedule hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the Fifth Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.

10. **Procedure for taking possession:**

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

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

(iii) Upon receiving the Possession Notice from the Promoter as per Clause 10(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in this Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be

liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, GST, other indirect taxes of every nature, or such other levies by MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter the estimated CAM Charges (defined hereinafter) as set out in clause 19 hereinbelow. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

11. 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 said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course.
12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.
13. **Formation of the Society and Other Societies:**
 - (i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authority to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
 - (ii) 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 the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members ("the Society").

- (iii) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, 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 Society/Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1,000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.
- (vii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in that particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (viii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other

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

14. Conveyance to the Society and Other Societies:

- (i) Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Real Estate Project, whichever is later, or as may be prescribed by the applicable laws, the Real Estate Project with the common areas, facilities and amenities described in the Fourth Schedule hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society ("**Society Conveyance**"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

15. Formation of the Apex Body:

- (i) Within a period of 3 months of obtainment of the Occupation Certificate or full completion certificate of the last real estate project in the layout of the Larger Land and the Whole Project, whichever is later, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").
- (ii) 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:

- (i) Within a period of 3 (three) months of registration of the Apex Body, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees in the Whole Project, whichever is later, the Promoter shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body ("**Apex Body Conveyance**"). It is clarified that the portion of the Larger Land remaining balance after handing over the stipulated percentage if any, to MCGM or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and conveyed to the Apex Body.
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body 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. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 10 above, deposit the following amounts with the Promoter-

- (i) **Rs.1151/-** for share money, application entrance fee of the Society and Apex Body;
- (ii) **Rs.111500/-** for Corpus Fund
- (iii) **Rs.2500/-** for formation and registration of the Society and Apex Body;
- (iv) **Rs.0/-** for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;
- (v) **Rs.133800/-** towards advance estimated BCAM Charges (for 24 months)
- (vi) **Rs.133800/-** towards advance estimated FCAM Charges (for 24 months)
- (vii) **Rs.10297/-** for deposit towards water, electricity, and other utility and services connection charges;
- (viii) **Rs.28913/-** for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land; and
- (ix) **Rs.0/- Not Applicable** being one-time membership fee with respect to the club house forming part of the Whole Project as disclosed in the Proposed Layout and as mentioned at Recital above.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a Separate Account in respect of sums/amounts received from the Allottee as advances or deposits, above amounts and also towards the share capital for the formation of the Society, applicable Taxes including GST etc. or towards the other out goings, legal charges and shall utilize the amounts/deposits only for the purposes for which the same have been received. It is

clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee in the Bank Account No. 01630350000363 maintained with HDFC Bank, Sion Branch with IFSC Code **HDFC0000163** ("the Separate Account").

18. The Allottee shall pay to the Promoter a sum of **Rs.20,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.
19. **Common Area Maintenance Charges:**
- (i) The costs related to the upkeep and maintenance of the Real Estate Project and the Larger Land shall be jointly borne and paid by the relevant premises purchasers proportionate to the carpet area of each premises and are payable as the Building Common Area Maintenance Charges ("BCAM Charges") and Federation Common Area Maintenance Charges ("FCAM Charges") as set out hereinbelow. BCAM Charges and FCAM Charges are hereinafter collectively referred to as "**CAM Charges**".
- (ii) The Allottee shall be liable to pay in advance an estimated sum of **Rs.133800/-** (Rupees One Lakh Thirty Three Thousand Eight Hundred Only) @ **Rs.5/- (Rupees Five Only)** per square foot on carpet area (plus the applicable GST thereon) for each month towards BCAM Charges (for a collective period of **24 (Twenty Four)** months) from the date of receipt of Occupancy Certificate for the said Premises till the Society is formed and duly operationalized. The BCAM Charges are collected towards amenities and facilities provided within the said Real Estate Project. BCAM Charges shall be borne and paid by the Allottee in common with other allottees of the said Real Estate Project in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the said Real Estate Project.
- (iii) Simultaneously with handover of possession of the said Premises, the Allottee shall be liable to pay in advance an estimated sum of **Rs.133800/-** (Rupees One Lakh Thirty Three Thousand Eight Hundred Only) @ **Rs.5/- (Rupees Five Only)** per square foot on carpet area (plus the applicable GST thereon) per month towards his proportionate share of FCAM Charges in respect of the said Premises for a period of **24 (Twenty Four)** months) from the date of receipt of Occupancy Certificate for the said Premises till the Apex Body is formed and duly operationalized. The FCAM Charges are collected towards common area amenities and facilities of the Whole Project. In the event, if Part Occupancy Certificate for the said Premises is issued by the MCGM prior to issue of Full Occupancy Certificate, then such share of FCAM Charges shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by the Promoter gets exhausted, the Allottee will regularly pay to the Promoter FCAM Charges (as per demand raised by the Promoter) till the Apex Body is

formed. The FCAM Charges shall be borne and paid by the Allottee in common with other allottees of the Whole Project in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the Whole Project. Once the Apex Body is formed and duly operationalized, the Apex Body will take over and maintain the common area amenities and facilities of the Whole Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Apex Body from time to time. The Promoter will be entitled to increase the FCAM Charges after the expiry of the aforesaid period of **24 (Twenty Four)** months as it deems fit. In case the Allottee fails to pay the FCAM Charges to the Promoter after expiry of the aforesaid period of **24 (Twenty Four)** months, the Allottee hereby unconditionally authorizes the Apex Body, to collect these amounts from the Allottee which shall be adjusted at the time of settling of accounts between the Apex Body and Promoter.

20. Upon expiry of the abovementioned periods for which the CAM Charges have been collected by the Promoter, the Promoter will be entitled to increase and collect the CAM Charges as it deems fit. In case the Allottee fails to pay such increased CAM Charges to the Promoter as and when demanded, the Allottee hereby unconditionally authorizes the Promoter/ Management Company/ Apex Body, as the case may be, to collect these amounts from the Allottee which shall be adjusted at the time of settling of accounts between the Society/ Apex Body and the Promoter.
21. Certain facilities such as club house and swimming pool 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.
22. The Promoter has informed the Allottee that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee along with 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 Larger 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 which are to be developed and constructed on any portion of the Larger Land.

23. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) 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.
- (iii) 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 balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

24. **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 Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the Whole Project, subject to the terms and conditions of the Indentures mentioned above, the litigations referred to above, and the mortgages.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained

by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- (vi) 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;
 - (vii) 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, adversely affect the rights of Allottee under this Agreement;
 - (viii) 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;
 - (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Fourth Schedule hereunder written to the Society, save and except the basements, podium and stilts retained by the Promoter;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.
25. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Larger Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
26. The Promoter shall be entitled to designate any spaces/areas on the Larger Land or any part thereof (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 (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the

Promoter may require and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/ on the Larger Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Land.

27. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Land till the time of the Apex Body Conveyance as stated at Clause 16 above. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
28. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./T.D.R. or any other rights of the Larger Land to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Whole Project (both inherent and further/future) as stated at Recital G above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.
29. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the Larger Land, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
30. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -
 - (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken

and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, 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.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee 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.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the 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, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Whole Project and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) 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 Larger Land

and/or the Real Estate Project in which the said Premises is situated.

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee 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.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- (xiii) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/

executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the Larger Land and its development shall be binding upon the Allottee/s and Society including the Apex Body as may be formed of the purchaser/s of flat/ premises.

- (xiv) Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xv) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.
- (xvi) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- (xvii) Till the Apex Body Conveyance is executed in favour of the Apex Body, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xviii) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xix) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air-conditioner or the outdoor condensing unit outside

the said Premises, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

- (xx) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
 - (xxi) The allottee has expressly agreed to take prior written consent from the Promoter or the society as the case may be, before carrying out any changes/alteration/modification in the Said Premises or part thereof. If the allottee has carried out such changes/alteration/modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
 - (xxii) The Allottee agrees and covenants that the name of the Real Estate Project shall at all times be 'Runwal Bliss' and shall not be changed without the prior written permission of the Promoter.
 - (xxiii) The Allottee agrees and covenants that the Whole Project Amenities and any other areas as may be designated by the Promoter at its sole discretion including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Land shall be an integral part of the layout of the development of the Whole Project and the Larger Land including the neighboring buildings/towers on the Larger Land and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
 - (xxiv) Similarly, the Allottee agrees and covenants that the allottees in Towers A, B, C, E, F, G & H being constructed in the Whole Project "Runwal Bliss" shall also be entitled to use and enjoy the Real Estate Project Amenities, the same being an integral part of the development of the Whole Project "Runwal Bliss", and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time, claim exclusive rights with respect to the same.
31. 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 promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger 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 and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

33. 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 such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out above, which will be subject to the no-objection received from the mortgagees therein.

34. Binding Effect:

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

35. Nominee:

- (i) The Allottee hereby nominates _ ("said Nominee") through their nominee in _% Ratio each respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

36. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and

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

37. Right to Amend:

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

38. Provisions of this Agreement applicable to Allottee/subsequent allottees:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect 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.

39. Severability:

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

40. 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 or the Whole Project, as the case may be, 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 or the Whole Project, as the case may be.

41. Further Assurances:

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

42. 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

43. **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.

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

45. 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/Under Certificate of Posting at their respective addresses specified below:

FOR ALLOTTEE:

Name of the Allottee & Address

**NAMRATA AKSHAY KAMBLE
AKSHAY CHANDRAKANT KAMBLE
B/14,3RD FLOOR, KALWA CREEK VIEW C.H.S ,
KALWA NAKA ,THANE -400605
Notified Email ID: sablenamrata@gmail.com**

FOR PROMOTER:

Evie Real Estate Private Limited

Runwal & Omkar Esquare, 4th Floor,
Opp. Sion Chunabhatti Signal,
off Eastern Express Highway,
Sion (E), Mumbai- 400 022
Notified Email ID: customer.care@runwal.com

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.

46. **Joint Allottees:**

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

the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

47. Stamp Duty and Registration Charges

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

48. Dispute Resolution:

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

49. 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.

50. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:-

Party	PAN
Evie Real Estate Private Limited	AADCE7724P
NAMRATA AKSHAY KAMBLE	BMXPS3950D
AKSHAY CHANDRAKANT KAMBLE	ASFPK3283F

51. Construction of this Agreement:

- (i) 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 the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;

- (iv) 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;
- (v) 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;
- (vi) 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;
- (vii) 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 (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All those pieces or parcels of land bearing CTS Nos. 676, 1004 (part), 1005(part), 1005/1, 1006, 1007/3(part), 1007(part), 1007/1, 1007/2, 1007/4, 1008 (part), 1008/1, 1009(part), 1009/5 and 6, 1010(part), 1011 (part), 1013(part), 1014(part), 1014/1 to 6, 1017, 1017/1 to 6, 1018 and 1018/1 to 9 admeasuring in aggregate 1,21,249.81 square meters of Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjur Marg (E), Mumbai – 400042 (**the Larger Land**) and bounded by:

On or towards North: Dattar Colony/ Municipal Road

On or towards South: Land belonging to Susneh Infrapark Pvt. Ltd.

On or towards East: Dattar Colony/ Municipal Road

On or towards West: Land belonging to Railways and proposed DP Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Land)

All those pieces and parcels of land admeasuring 628.98 sq. mtrs (Plinth area) forming part of the larger land as mentioned in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Details of the number of floors/units etc. in the Real Estate Project)

<u>Tower</u>	<u>Total No. of Flat/Units</u>	<u>No of floors</u>
"MARIGOLD" Wing "D"	281	53 Nos of slabs of super structures 50 Habitable floors)
Grand Total	281	

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Details of the common area facilities in the Real Estate Project)

BUILDING AMENITIES

- DG back up in essential & common areas
- Sewage treatment plant
- Rainwater harvesting
- High speed lift in every tower Brand- OTIS/Schindler or Equivalent
- Multiple level Parking
- Intercom facility from lobby to apartment
- Video Door Phone
- CCTV surveillance
- 2 staircases per tower for emergency exit.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Details of the common area facilities in the Whole Project)

EXTERNAL AMENITIES:

- Entrance lobby in each tower at drop off level
- Arrival Plaza
- Landscape Garden
- Kids play area
- Floral garden
- Skating rink
- Jogging track
- Cycling track
- Senior citizen corner
- Amphitheatre
- Tennis court
- Club House
- Swimming pool with Kids pool
- Wi-fi enable clubhouse
- Mini theatre
- Indoor games - Pool & snooker, chess, carrom, table tennis
- Fully equipped gym
- Party Hall
- Art & Music room
- Library
- Yoga Pavilion
- Multipurpose Hall
- Squash court