

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) is made and entered into at Mumbai on this the ____ day of _____, 2023.

BETWEEN

GAJAANAN PROPERTY DEVELOPERS PRIVATE LIMITED a company incorporated under the provisions of the Companies Act, 2013 having its registered address at 201, Nivan, CTS No. E/751, S.V. Road, Khar (West), Opposite Podar International School, Mumbai - 400052, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

«**M_1st_name**»«**Name_1**»,«**M_2nd_name**»«**Name_2**»,«**M_3rd_name**»«**Name_3**», having his/her/their address at «**Add1**», hereinafter referred to as “**the Allottee/s**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- (i) The Maharashtra Housing and Area Development Authority (“**MHADA**”) is the owner of the larger property admeasuring 38,990.94 square meters, bearing CTS Nos. 410 C/1 (part) and 446 C/2 (part) of Village Oshiwara, Taluka Andheri, at Relief Road, Jogeshwari (West), Mumbai – 400 102 (“**Larger Property**”).
- (ii) The Deputy Collector (ENC) vide a declaration dated 14th October, 1977, bearing No.DC/ENC/ADH/32 declared inter-alia the said Property as slum under the

Promoter

Allottee/s

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provisions of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.

- (iii) There were 870 (Eight Hundred and Seventy) commercial structures which were occupied by the slum dwellers and 1 (one) religious structure (masjid) situated on the Larger Property. Initially the slum dwellers proposed to form and register 2 (two) separate societies known as Sahara SRA Co-operative Housing Society (Proposed) (“**Sahara CHS**”) and Sangam SRA Co-operative Housing Society (Proposed) (“**Sangam CHS**”).
- (iv) Earlier, the said Promoter was a partnership firm in the name and style of M/s. Gajanan Builders (referred to herein as the “**Firm**”). The Firm namely M/s. Gajanan Builders got itself registered as a private company limited by shares, being the Promoter herein and in this regard, a certificate of registration and incorporation dated 13th December, 2019, has been issued by the Registrar of Companies, Mumbai under the provisions of the Companies Act, 2013.
- (v) On 30th September, 2019, the members of Sahara CHS and Sangam CHS have registered one co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 as ‘Sahara and Sangam SRA Co-operative Commercial Premises Society Limited’, under registration number MUM/SRA/HSG/(TC)/13022/2019 (hereinafter referred to as the “**said Society**”).
- (vi) By virtue of Development Agreements dated 10th September, 2009 and 27th August, 2020 and Power of Attorney dated 13th April, 2006, 10th August, 2006, two separate Powers of Attorney both dated 27th June, 2018 and 27th August, 2020, the Promoter became entitled to undertake the slum rehabilitation scheme on the Larger Property.
- (vii) The Promoter proposes to develop the Larger Property in a phase wise manner.
- (viii) The Promoter proposes to develop on a portion of the Larger Property, admeasuring 1,726.35 square metres, which is more particularly described in the **First Schedule** hereunder written and shown in blue colour hatched lines on the layout plan (not to scale) annexed and marked as **Annexure ‘I’** hereto and (hereinafter referred to as the “**said Property**”), a composite building sanctioned by SRA as Sale Building No.2 comprising of (i) rehab component, (ii) commercial sale component and (iii) residential sale component comprising of 3 (three) wings viz, Wing “A”, Wing “B” and Wing “C” respectively and the same are hereinafter collectively referred to as “**New Building**”. The copy of the Property Register

Card that pertains to *inter-alia* the said Property is annexed and marked as **Annexure '2'** hereto.

- (ix) The Allottee/s is/are aware that layout of the Larger Property including the right of way / access, prepared by the Promoter is a tentative layout, showing inter-alia the different portions presently envisaged to be developed by the Promoter is likely to be changed or revised as per the requirements of the Promoter and/or Slum Rehabilitation Authority (“SRA”) and/or Municipal Corporation of Greater Mumbai (“MCGM”) and/or other statutory authorities. The Promoter reserves their right to alter the layout design, elevation / make variations in the layout with such modifications thereto etc. as the Promoter may from time to time determine/ or as may be required, without the consent of the Allottee/s. The Promoter presently proposes to utilize a total Floor Space Index (“FSI”) of _____ square metres on the said Property (defined herein).
- (x) The Promoter is entitled to develop the Larger Property by consuming maximum Floor Space Index (“FSI”) as more particularly set out in this Agreement and by constructing buildings thereon as mentioned in this Agreement.
- (xi) SRA has inter-alia issued the following permissions and approvals:
- (a) Revised Letter of Intent (“LOI”) bearing No. SRA/ENG/631/KW/MHL/LOI dated 07th September, 2020, in respect of the Larger Property. A Copy of the LOI dated 07th September is annexed and marked as **Annexure '3'** hereto;
- (b) Amended Intimation of Approval (“IOA”) bearing No. KW/MHADA/0052/20060512/AP/S2 dated 25th November, 2022 respect of the Project (defined hereunder) and the same shall be amended/revised from time to time. A Copy of the relevant pages of the amended IOA dated 25th November, 2022 is annexed and marked as **Annexure '4'** hereto; and
- (c) Commencement Certificate (“CC”) bearing No. KW/MHADA/0052/20060512/AP/S2 dated 29th July, 2022 and the same shall be revalidated from time to time. A Copy of the CC dated 29th July, 2022 is annexed and marked as **Annexure '5'** hereto;
- (xii) The details pertaining to the right and entitlement of the Promoter to undertake the redevelopment / slum rehabilitation scheme of the said Larger Property, Property, has been set out in the Report on Title dated 26th December, 2022 issued by O.P. Dubey, Advocate High Court (“**Title Certificate**”), a copy whereof is annexed and marked as **Annexure '6'** hereto.

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- (xiii) The said Project is being developed in accordance with the provisions of the Development Control and Promotion Regulations for Greater Mumbai, 2034 as amended, modified from time to time (“DCPR”) and applicable laws. The Allottee/s hereby acknowledge/s the same and hereby grants its irrevocable consent for the development of the Larger Property including the said Property/Project (defined hereunder) as envisaged by the Promoter and as it may deem fit.
- (xiv) The principal and material aspects of the development of the Larger Property as disclosed by the Promoter to the Allottee/s are briefly stated below:
- (a) The Larger Property is proposed to be developed in a phase wise manner;
 - (b) The development of the sale component (including the Residential Sale Component and Commercial Sale Component in the New Building) in various phases on various portions of the Larger Property is collectively registered as a real estate project known as “*Paradigm Antalya*” (“**the Project**”) with the Maharashtra Real Estate Regulatory Authority, under registration no. P51800020208 under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as “**RERA**”). A copy of the registration certificate is annexed and marked as Annexure ‘7’ hereto.
 - (c) Within the Project known as Paradigm Antalya, the Promoter will develop several phases. The Residential Sale Component comprised in the New Building is one such phase of the Project. The Residential Sale Component comprised in the New Building is known as “*Paradigm Alaya*”.
 - (d) The name of the project registered with RERA shall at all times be ‘**Paradigm Antalya**’ in common, along with such other phases of the Larger Property as the Promoter may deem fit.
 - (e) The Larger Property would constitute a mixture of users as may be permissible under applicable law from time to time.
 - (f) The designated/proposed use of the buildings/structures/towers/wings on the balance portion on the Larger Property for future and further development on which the Promoter proposes to develop in phase wise manner, comprising *inter alia* Rehab Buildings, Project Affected Persons (“**PAP**”) Buildings, Amenity Open Space (“**AOS**”), sale component (as one or more composite structures including residential/non-residential user) in

accordance with the applicable laws and the Promoter shall be entitled to club/amalgamate the Larger Property (or part thereof) with any other lands, properties, schemes or otherwise including as a separate independent layout, in a phase wise manner at its sole discretion and as it may deem fit.

- (g) The Larger Property is proposed to *inter alia also* comprise of apartments, flat/s, premises, combination flats/apartments, tenement/s, duplexes, penthouses in the residential building/s and/or commercial building/s and/or retail building/s and/or shopping mall and/or hotel and/or multiplex, cinema, restaurants, educational institutions and/or mix-user with or without shop line and such other user available for sale to the Promoter as permissible under the applicable laws (including amendments thereto).
- (h) The Allottee/s has/have also perused copies of the amended layout approval bearing No. KW/MHADA/0052/20060512/LAY dated 20th December, 2021, issued by the SRA, which is annexed and marked as Annexure '8' hereto.
- (i) The Promoter has informed the Allottee/s that as per the sanctioned Development Plan 1991, there was a 13.40 meter wide D.P. Road (“**D.P. Road**”), identified on the tentative layout plan (not to scale) at Annexure '9' hereto, with letters “AA”, “BB”, “CC” and “DD” and shown in pink colour dotted lines, that was proposed to pass through the Larger Property including a portion of the said Property. The Development Plan 2034 proposes deletion of the D.P. Road from its present location and its re-alignment and relocation to the location shown by the letters “EE”, “FF”, “GG” and “HH” and shown in light blue colour dotted lines on the tentative layout plan (not to scale) at Annexure '9' hereto (“**Re-Aligned D.P. Road**”). The Re-Aligned D.P. Road is presently in the EP (“excluded portion”) of the Development Plan 2034 and is pending sanction. Upon sanction being accorded by the State Government to the concerned EP of Development Plan 2034, the Promoter will accordingly seek amendment of the layout of the Larger Property such that *inter-alia* the D.P. Road identified by pink colour dotted lines on the tentative layout plan (not to scale) at Annexure '9' hereto, would be deleted, and, the Re-Aligned D.P. Road shown in blue colour dotted lines, on the tentative layout plan (not to scale) Annexure '9' hereto, would be duly reflected.
- (j) As per the layout presently approved for the Larger Property, the Promoter has made provisions for various internal roads within the Larger Property

that are denoted by black colour arrow signs on the tentative layout plan (not to scale) *Annexure '9'*, including an internal road admeasuring approximately 12 meters of width, marked in red colour arrow signs, is also proposed on the presently approved layout in respect of the Larger Property, falling on the western side of the said Property, i.e. passing between proposed Sale Building No. 3 identified on the plan annexed at *Annexure '9'* hereto and the New Building (“**internal road**”). The internal road constitutes the access to the Allottee/s and other allottees and occupants on the Larger Property and/or the New Building and connects to the 27.45 metre wide Relief which is shown denoted by green colour arrow sign on the tentative layout plan (not to scale) *Annexure '9'*. The Promoter has disclosed to the Allottee/s that it shall accord a right of way to the Allottee/s and other allottees and occupants in the New Building to pass over the internal road from the 27.45 metre wide Relief Road to the New Building on a non-exclusive basis in common with all other allottee/s and occupants (free sale and rehab) on the Larger Property. The Promoter has disclosed to the Allottee/s that it shall accord a right of way to all other persons on the Larger Property to pass over the internal road on such terms it thinks fit. The Allottee/s is aware that the internal road shall be kept unhindered and open or enclosed as per Promoters discretion.

(xv) The principal and material aspects of the development of the said Property as disclosed by the Promoter are briefly stated below-

(a) The construction and development of the New Building on the said Property is inter alia proposed to comprise of (i) rehab component situated from lower ground plus ground plus 1st (first) upper floor (“**Rehab Component**”), (ii) commercial sale component comprising of lower ground plus ground plus 1st (first) upper floor (“**Commercial Sale Component**”) and (iii) the residential sale component comprising of 3(three) wings viz, Wing “A”, Wing “B” and Wing “C” in the each wing situated from 2nd (second) upper floor to 44th (forty-four) upper floors (“**Residential Sale Component**”) respectively, which shall be approved, amended, modified, revised, varied, changed from time to time in accordance with the applicable laws as per the discretion of the Developer. The Rehab Component, Commercial Sale Component and the Residential Sale Component are all in the New Building, which is sanctioned by SRA as Sale Building No.2.

(b) The principal and material aspects of the New Building, are briefly stated below,-

- (i) The construction and development of the New Building is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time by the Promoter.
 - (ii) The said New Building is proposed to *inter alia* comprise of apartments, flat/s, premises, units and areas that will consist of the Rehab Component, Commercial Sale Component and the Residential Sale Component;
 - (iii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the New Building and on the façade, terrace, compound wall or other part of the New Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
 - (iv) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels, basement levels, lower ground levels, ground level, podium levels of the New Building and in the basement levels, lower ground levels, ground level, podium levels of the construction on the said Property, 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/s and other allottees and occupants in the New Building and/or other allottees, users, occupants in the Larger Property. 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 at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
- (xvi) The Promoter is entitled to develop inter-alia the said Property and construct the said New Building and other structures thereon including the said Project and sell the premises in the said Project and is also entitled to receive the sale consideration in respect thereof.

(xvii) Details of the litigation inter-alia with respect to the said Property are set out in the Annexure '10' hereto. (“the said Litigations”).

(xviii) The Developer has issued and allotted certain secured, redeemable, transferable, unlisted, interest-bearing non-convertible debentures in accordance with the terms and conditions as more particularly set out in the Debenture Trust Deed dated 01st April, 2022 (“DTD”) executed by and between the Developer and others on one part and Beacon Trusteeship Limited, duly registered under the Security and Exchange Board of India (Debenture Trustees) Regulations, 1993 (“**Debenture Trustee**”), acting in its capacity as a debenture Trustee of the other part and which is duly registered with the Sub-registrar Andheri-4, under serial no. BDR-115/4933/2022, on the terms and conditions as more particularly set out therein. One of the conditions of the said DTD is that the Developer herein, to secure the secured obligations, as more particularly set out in the said DTD, have agreed to mortgage the Developer’s development rights and its entitlement in the said Property (which is a part of the Larger Property) in favour of Debenture Trustee in accordance with the terms of the said DTD and other security documents as more particularly set-out therein. In accordance with the terms of the said DTD, the Debenture Trustee has issued its no objection letter dated _____, copy whereof is annexed herewith as Annexure '11'. The Allottee/s has/have executed this Agreement after understanding the aforesaid in all respects.

(xix) The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects known as Mr. Tushar Sali of Point to Point Architects and Consultants and also appointed Structural Engineers known as Gokani Consultants Private Limited for preparing structural designs, drawings and specifications of the New Building and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the New Building.

(xx) The Allottee/s has/have demanded inspection from the Promoter and the Promoter have given inspection to the Allottee/s of all documents of title relating *inter-alia* to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter’s Architects, the Title Certificate, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Allottee/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter’s right to allot/sell various flat/ premises/ apartment/s in the said Project and other structures in the sale component to be constructed on the said Property and Allottee/s has/have agreed not to raise any requisitions on or objections to the same.

Promoter

Allottee/s

(xxi) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Larger Property and/or the New Building and/or the Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Project and/or New Building shall be granted by the competent authority.

(xxii) The Allottee/s after having investigated and after being fully satisfied with respect to the title of said Property, has/have approached the Promoter and requested the Promoter to allot to him/her/them a residential apartment as is more particularly mentioned in the *Second Schedule*, in the Project being constructed on the said Property, which premises is shown in red colour hatched lines on the tentative floor plan (not to scale) annexed and marked as Annexure '12' hereto (hereinafter referred to as the "said Premises"), at the price and on the terms and conditions hereinafter appearing.

(xxiii) Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

(xxiv) Relying upon the said applications, declaration and agreement herein contained, the Promoter have agreed to allot to the Allottee/s the said Premises, at the price and on the terms and conditions hereinafter appearing.

(xxv) In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire, the said Premises.

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

1. INTERPRETATION:

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall construct and develop the New Building in accordance with the plans, designs and specifications as stated in this Agreement and as approved by the statutory authorities from time to time.

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE:

Promoter

Allottee/s

- 3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises and as shown in red colour hatched lines on the typical floor plan and marked as *Annexure '12'* hereto, at and for the Sale Price (defined hereunder) computed on the basis of the approved carpet area as per RERA.
- 3.2 As per the applicable laws, if the number of car parking spaces approved in the New Building is lesser than the total number of premises in the New Building then, all the Allottees/s shall not be allotted car parking spaces and the allotment of car parking spaces shall be as per the sole discretion of the Promoter.
- 3.3 The Sale Price for the said Premises is computed in accordance with the approved carpet area under RERA and as mentioned in the *Second Schedule* hereunder written ("**the Sale Price**"). It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (ten percent) of the Sale Price is earnest money and is referred to hereinafter as the "**Earnest Money**".
- 3.4 The Allottee/s has/have paid on / before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly set out herein and the Allottee/s hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in the manner and payment installments more particularly mentioned in the *Third Schedule* hereunder written. It is agreed between the Parties hereto that a written notice forwarded by the Promoter to the Allottee/s stating that a particular stage of construction has been completed, shall be sufficient proof that a particular stage of construction is being completed for the purpose of making payment of the installments of the Sale Price. The Promoter is not bound to give any further notice or intimation requiring any such payment and failure thereof shall not be pleaded by the Allottee/s as an excuse for non-payment of any amount/s due on the respective due dates or events.
- 3.5 In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other taxes which may be levied, in connection with the construction of and carrying out the New Building and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or

Promoter

Allottee/s

pay the same or any part thereof.

- 3.6** The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The said amount of the Sale Price referred to hereinabove excludes all taxes, which may be levied, in connection with the construction and development of and carrying out the New Building payable by the Promoter up to the date of expiry of period of 15 (fifteen) days from the possession date mentioned in the Possession Notice (defined below) to take possession of the said Premises from the Promoter, as elaborated herein below.
- 3.7** The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Project / New Building is complete and the Occupation Certificate is granted by the SRA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with simple interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s and the Allottee/s shall execute and register necessary documents, if any, as and when requested by the Developer. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises and the Allottee/s shall execute and register necessary documents, if any, as and when requested by the Developer. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 3.1 above.
- 3.8** The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments as per Allottee/s discretion and the Promoter is entitled to adjust/appropriate all payments made by the Allottee/s firstly

Promoter

Allottee/s

towards interest for delayed payment towards outstanding sale price of the said Premises, secondly towards interest on outstanding statutory taxes and levies, thirdly towards outstanding statutory taxes and levies, fourthly towards any other previous outstanding dues and lastly towards outstanding payable in respect of the Sale Price of the said Premises.

- 3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- 3.10 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 3.11 It is further clarified that the estimated input tax credit of Goods and Services Tax ("GST") (on pro rata basis) is already adjusted and appropriated in the determination of the Sale Price as agreed herein. It is mutually agreed between the Parties that Allottee/s will not claim any additional amount for input tax credit in future even if there is variation in the estimates versus actuals.
- 3.12 The Promoter may allow, in its discretion a rebate for early payments of the installments of the Sale Price payable by the Allottee/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment of the Sale Price has been preponed. Such rebate shall be provided to the Allottee/s only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- 3.13 The term "**Agreed Interest Rate**" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules viz. *"The rate of interest payable by the promoters to the allottees or by the allottees to the promoters, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would*

be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public".

- 3.14** It is clarified that the amount/quantum of the Sale Price as mentioned in *Second Schedule* is arrived at and agreed upon between the Parties after considering the rebate for early installments (and milestones) for payment of the Sale Price as set out in *Third Schedule* hereto; and accordingly, the installments (and milestones) for payment of the Sale Price, as set in *Third Schedule* hereto have been mutually agreed upon at after considering and negotiating the quantum of the Sale Price, as arrived at and recorded herein. The Allottee/s shall not by virtue of making timely payment of the installments of the Sale Price (as per *Third Schedule* hereto) seek to claim or be entitled to claim any rebate or discount on the Sale Price.
- 3.15** The Sale Price as set out in *Second Schedule* herein, is arrived at between the Parties after considering the benefits/rebates/input tax credits available to the Promoter on account of indirect taxes/ GST paid / payable in respect to the Project/New Building/said Premises and the same has been agreed and accepted by the Allottee/s.
- 3.16** The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the *Second Schedule* hereunder written, unless contrary written instructions are issued by the Promoter to the Allottee/s requesting the Allottee/s to deposit such amount in any other bank account. Any payment made into favour of any other account other than the Designated Account and/or any other account as may be instructed in writing by the Promoter as mentioned above shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Allottee/s.
- 3.17** If Allottee/s is the resident outside India or having Non-Resident Indian (“**NRI**”) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (“**FEMA**”), Reserve Bank of India (“**RBI**”) Act and Rules/Guidelines made/ issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Allottee/s shall also furnish the required declaration to the Promoter in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Promoter, the amount paid towards Sale Price will be refunded by Promoter as per rules without any interest and the allotment cancelled forthwith

and Promoter will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (“PIO”), if any, shall, however, be made in Indian Rupees and Allottee/s alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities, after deducting Earnest Money. In case there is a shortfall in the amount received from the Allottee/s while remitting any amounts online on account of currency difference or fluctuation, the Allottee/s shall make good the shortfall payment by the due date failing which Allottee/s shall be deemed to have breached the terms of this Agreement and the Promoter shall be entitled to terminate this Agreement on the terms and conditions as specified herein.

3.18 In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Allottee/s.

3.19 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default as contemplated hereunder and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the rate of interest at Agreed Interest Rate for delayed payment. Thereafter, no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

3.20 Subject to terms and conditions of these presents, the Allottee/s has/have permitted the Promoter to raise construction loan, project finance loan, loan against its entitlement on the said Property and / or other constructed apartment/s in the said Project, New Building, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non-Banking Financial Corporation (“**Financial Institutions**”) and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

3.21 The Allottee/s shall deduct tax at source (“**TDS**”) from each installment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s after making payment of each installments and Service Tax/ GST, on or before 7th day of next

month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Allottee/s is/are aware that the time to make the payment of installments and service tax/GST and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the installment together with Service Tax/GST and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the rate specified under the applicable laws per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

4. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER:

The Allottee/s agree(s), declare(s) and confirm(s) that: -

4.1 Title:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter to the said Property and the entitlement of the Promoter to develop the said Property. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

4.2 Approvals:

4.2.1 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the New Building and the Larger Property.

4.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Project, the said Property, the New Building, the layout of the Larger Property, LOI, IOA, CC, building plans, approved layout plan, floor plans, designs and specifications, Limited Areas and Facilities, common areas, facilities and amenities to be provided in New Building (which shall also be used/accessed by the occupants of the Rehab Component, Commercial Sale Component and Residential Sale Component in the New Building). The Promoter has clearly demarcated **(a)** the common areas, amenities and facilities that are to be used by the Rehab Component, Commercial Sale Component and Residential Sale Component (hereinafter referred to as “**the Common Amenities**”); **(b)** the common areas, amenities and facilities that are to be used exclusively by the allottee/s in the Residential Sale Component (hereinafter referred to as “**the Residential Sale Component Amenities**”); and **(d)**

Promoter

Allottee/s

the common areas, amenities and facilities that are to be used exclusively by the Rehab Component and the Commercial Sale Component (hereinafter referred to as “the **Rehab & Commercial Sale Component Amenities**”) on the said Property. A (i) list of the Common Amenities in respect of the New Building (together with the equipment and amenities proposed to be installed therein) are as set out in the **Part I of Fourth Schedule**; (ii) list of the Residential Sale Component Amenities (together with the equipment and amenities proposed to be installed therein) are as set out in the **Part II of Fourth Schedule**, (iii) list of the Rehab & Commercial Sale Component Amenities (together with the equipment and amenities proposed to be installed therein are as set out in the **Part III of Fourth Schedule**. The Allottee/s agrees and confirms that as the acquirer/s of the said Premises, the Allottee/s shall not claim any entitlement in respect of the Rehab & Commercial Sale Component Amenities and/or the facilities, equipment and/or the amenities installed or provided in the Rehab & Commercial Sale Component Amenities. The Allottee/s is aware that the access i.e. entry and exit of the Residential Sale Component will be from the ground level falling of the west side of the New Building, shall be enjoyed in common with other allottees of the Residential Sale Component and the visitors and the allottee/s and the occupants of the Larger Property from time to time and the Allottee/s hereby gives his/her irrevocable consent for the same. The Allottee/s is further aware that the layout road shall be utilized in common with other allottee/s, occupants of the Larger Property and the said New Building and the rights with respect to the same shall vest with the Promoter at all times and the Allottee/s hereby gives his/her irrevocable consent for the same. The Allottee/s is aware that the rehab component and the Commercial Sale Component in the said New Building shall have a common separate access i.e. entry and exit to their respective premises and the same shall not be in common with the access of the Residential Sale Component.

- 4.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the Internal Fittings and Fixtures to be provided in the said Premises, as listed in the **Fifth Schedule** hereunder written.
- 4.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the New Building.
- 4.2.5 The Promoter currently envisages that whilst undertaking the development of the New Building/Larger Property to its full and maximal potential as mentioned in this Agreement, there may be certain additions/modifications to the common areas and amenities and/or relocations/realignments/re-designations/changes therein, and the Allottee/s hereby consents and agrees to the same. The Allottee/s confirms, and has unconditionally and irrevocably given consent to the Promoter that he/she/ they has/have agreed to purchase the said Premises considering the development of the Property/Larger Property in accordance with this Agreement and has further

Promoter

Allottee/s

confirmed that the Allotee/s have/has no objection to the construction of the full potential of the FSI available in respect of the Property/Larger Property and has expressly given informed consent to the Promoter as required under Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules made thereunder (collectively referred as MOFA) and also under Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations made thereunder (collectively referred to as RERA). The said consent is also for varying, amending, altering or modifying the plan of the said New Building or construction of additional floors on the said Project/ New Building, or construction of additional building(s) in New Building/ Project and/or the said Larger Property. The Allotee/s is/are aware that the plans approved shall undergo changes, amendment, modification, alteration, variation, relocation, etc. in order to develop the said Larger Property including the said Property with the full FSI potential of the said Larger Property in accordance with the proposed development disclosed in this Agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc. in the layout or in any of the building/s and/or structures to be constructed on the Larger Property. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to realign utility and service connections. The Allotee/s has given his/her/their unconditional and informed consent in favour of the Promoter, under the provisions of MOFA and RERA for carrying out all or any of the aforesaid purposes. The Allotee(s) has made informed decision to purchase the said Premises considering the aforesaid disclosure(s) made by the Promoter, and also based on the aforesaid irrevocable consent given to the Promoter.

- 4.2.6** The Allotee/s hereby expressly consent/s to the Promoter to re-design the said New Building/ Project or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the said Project in which the Allotee/s has/have agreed to acquire the said Premises is completed earlier than other building/s structures, then the Allotee/s confirms that the Promoter will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property/ Larger Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoters is/are duly received by the Promoter and all the obligations required to be carried out by the Allotee/s herein and the allottee/s of premises are fulfilled by them, the

Promoter

Allotee/s

Promoter shall not be bound and shall not be called upon or required to form any such said Organization/Apex Body as the case may be and the Allottee/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

4.2.7 The Promoter shall be entitled to construct additional podiums, revise internal roads, or parking lots or provide parking in basements or in stilt or in the podium(s) or in the open spaces or on any part of the Larger Property in any form, as the Promoter may deem fit from time to time and the Allottee(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA or RERA for carrying out all or any of the aforesaid purposes.

4.2.8 The Promoter shall be entitled to obtain revised approved layout in respect of the Larger Property with respect to any changes/ modifications/ amendments in the presently approved layout in respect of the Larger Property, including deletion of the D.P. Road and substitution with the Re-Aligned D.P. Road as and when the same is reflected in the final D.P. Remarks in respect of the said Larger Property and the Allottee(s) hereby grants its irrevocable and unconditional consent in respect of the same and every part thereof.

4.2.9 The Allottee/s is aware that on a portion of the Larger Property shown in orange colour hatched line on the tentative layout plan (not to scale) at *Annexure '9'* hereto (“Sale **Building No.3 Portion**”), the Promoter has presently proposed to construct a Sale Building No.3 which is presently proposed for shopping mall and other commercial/mercantile/retail users. The Promoter shall retain ownership of/title to the Sale Building No.3 Portion and the constructions thereon for itself and/or shall transfer and assign such rights to other persons/entities as per the discretion of the Developer. While developing the Sale Building No.3 Portion and the constructions thereon, the Promoter shall be providing such units, areas, spaces, common areas, facilities and amenities as the Promoter may deem fit which shall be for the exclusive use and enjoyment of the owners/allottees/occupants/users in and on the Sale Building No.3 Portion / the constructions thereon including the Sale Building No.3 and neither the Allottee/s nor any other persons on any other portion of the Larger Property and/or the New Building shall have any right of any nature in relation thereto. The Promoter shall be entitled to exclude the Sale Building No.3 Portion and the constructions thereon including Sale Building No.3 from the conferment of title to be undertaken as more particularly mentioned at Clause 12 below and therefore, the associations/societies to be formed by the allottees and/or occupants in the New Buildings and on the balance Larger Property and shall not have any right, title or interest (whether identified or undivided) in the Sale Building No.3 Portion or any of the constructions thereon.

4.2.10 It is agreed by the Allottee that no consent of Allottee(s) shall be required for constructing building(s) and/or structure(s) and/or tower(s) and/or wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Property.

Promoter

Allottee/s

4.3 Construction & Finishing:

4.3.1 The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of development of the New Building. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).

4.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the New Building, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats/premises in the New Building. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the New Building and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.3.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the New Building, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.4 Rights and Entitlements of the Promoter & Nature of Development of the Larger Property and/or said Property:

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause in accordance with what is stated at Recitals hereinabove: -

4.4.1 The Larger Property is being developed in a phase-wise manner by constructing and developing Rehab Buildings, PAP Buildings, AOS, multiple buildings/towers/wings/structures thereon including the New Building, for residential/non-residential user/s by constructing *inter* apartments, flat/s, premises, combination flats/apartments, tenement/s, duplexes, penthouses in the residential building/s and/or commercial building/s and/or retail building/s

and/or shopping mall and/or hotel and/or multiplex, cinema, restaurants, educational institutions and/or mix-user with or without shop line and such other user as may be permissible under the applicable laws.

- 4.4.2** The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and as stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard. The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to develop the Larger Property in accordance with the layout and the Allottee/s have no objection with respect to the same and the Allottee/s give their irrevocable and unconditional consent in respect thereof. Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.3** The Promoter will be entitled to develop the said Property and/or the Larger Property itself or in joint venture with any other person/entity and will also be entitled to mortgage and charge inter-alia the development rights in respect of the said Property and/or the Larger Property and it's respective sale component consisting of building/s and structures to be constructed thereon from time to time. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the SRA in lieu of development and delivery of the Rehab Buildings, PAP Buildings, AOS in the manner the Promoter may in its sole discretion deem fit. There is an existing religious structure on a portion of the Larger Property (which does not form a part of the said Property).
- 4.4.4** The Promoter shall retain its title to the internal road within the Larger Property shown in black colour and red colour arrow signs respectively, at *Annexure '9'* hereto. The said internal road shall not form part of the conferment of title to be undertaken in favour of the associations/societies to be formed by allottees and/or occupants in the New Building and in the balance Larger Property and the internal road shall be retained solely by the Promoter. The Promoter is entitled to provide a non-exclusive right of way over the internal road to the Allottee/s and all other allottees and occupants in the New Building and on the Larger Property as a means of access only on foot or light motor vehicle to and from the municipal roads bounding the Larger Property to their respective premises, and for no other purpose. Save and except the bare right of way, the Allottee/s shall not claim any other or further right of any nature whatsoever over the said internal road in the Larger Property. The Promoter, owner/s, apartment purchaser/s, occupant/s, executor/s, administrator/s, successor/s,

assign/s, representative/s, nominee/s, developer/s, contractor/s, labourer/s, attorney/s, successor/s in interest, assign/s, visitor/s, agent/s, servant/s, apartment occupier/s, licensee/s, etc. and all the person or persons owning, occupying, enjoying and / or possessing and their agents, servants, relatives, etc. shall have irrevocable and perpetual right and shall be entitled to, at all times and from time to time, by night and day to pass and re-pass and/or egress and ingress over and across, the said right of way by foot, or on horseback or by any vehicle of whatsoever nature and/or with cattle and other animals, etc. for the purpose as an access to and fro the New Building and the Larger Property.

4.4.5 It is agreed between the Parties that the Promoter shall be entitled to develop the Larger Property in phase-wise manner as the Promoter may desire. The Promoter are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property/ Larger Property in the manner deemed fit by the Promoter and the Allottee/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

4.4.6 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the said Property and or the remaining portion of the Larger Property and/or Adjoining Properties (defined below) (including by way of FSI and Transfer of Development Rights (“TDR”) nomenclature in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the said Property and /or the remaining portion of the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always have all the rights, title, interest to retain such apartment/s in the Project as per it’s discretion and also in respect of the unsold apartment/s, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, or any similar facility/ies and all other areas, etc. in New Building including Residential Sale Component Amenities and allot/transfer/assign/lease the same for any purpose as per the sole discretion of the Promoter as permissible under the applicable laws and the Allottee/s and the members of the proposed Society shall not raise any objection towards the same.

The Promoter reserves to itself the exclusive right to the terrace in the New Building and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and amenities and such other areas as may be designated as common areas by the Promoter and all other areas including Residential Sale Component Amenities, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard. The Promoter has informed the Allottee(s) that, subject to any amendment in applicable laws hereinafter, the Residential Sale Component Amenities is only for the use of apartments holders in the said Residential Sale Component.

4.4.7 The construction and development of the New Building being a phase of the Larger Property is presently sanctioned in the manner stated *inter-alia* in the IOA and CC and as part of the proposed future and further development of the Larger Property, the LOI, IOA, CC, layout for the New Building and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the full development potential of the said Property/Larger Property. 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 Larger Property (both inherent and further/future), would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Larger Property and/or the said Property or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/alterd/new construction and development in accordance therewith. Consequently, and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the said Property/Larger Property and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected:

4.4.7.1 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;

4.4.7.2 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the LOI, IOA and CC), design, elevation for the purpose of exploiting and consuming the full and maximal

- development potential of the said Property and/or Larger Property (both inherent and further/future) at present and in future;
- 4.4.7.3** Apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the building/s in New Building and the Larger Property upto such floors as may be permissible whilst exploiting the full and maximal development potential of New Building and the Larger Property as stated in this Agreement;
- 4.4.7.4** Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Larger Property;
- 4.4.7.5** Construct, develop and raise buildings, structures, towers and wings on the said Property / Larger Property, with and without common podium levels and other common levels;
- 4.4.7.6** Construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the said Property/ Larger Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.7.7** Construct lesser number of upper floors/ buildings/structures/towers/wings in the said Property and/or the New Building and/or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard.
- 4.4.7.8** Construct in, over or around or above the terrace of the New Building any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other statutory authority;
- 4.4.7.9** Construct site offices/sales lounge on the said Property and/or on the Larger Property (or part thereof) and to access the same at any time;
- 4.4.7.10** By itself or through its workmen, staff, employees, representatives and agents, enter into and upon the said Property and any construction thereon including the said Project, the New Building, the Larger Property including to view and examine the condition and state thereof;
- 4.4.7.11** Use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the and the Larger Property including Residential Sale Component Amenities on the said Property;
- 4.4.7.12** Market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the apartment/s/spaces/areas constructed as a part of the sale component on the Larger Property including the New Building and all its right, title and interest therein;
- 4.4.7.13** Grant or offer upon or in respect of the said Property and/or Larger Property or any part thereof, to any third party including allottee/s and/or occupants therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the said Property / Larger Property.

4.4.8 The Promoter has informed the Allottee/s and the Allottee/s is aware that there may be common access road, street lights, common recreation space, passages, electricity cables, telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Property and/or Larger Property. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottee/s of apartment/s and/or occupants in the said Project and/or the New Building and/or in the Larger Property, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of apartment/s and/or occupants in the New Building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of apartments and/or occupants in the New Building shall object to the Promoter laying through or under or over the said Property and/or the Larger Property and/or any part thereof, pipelines, underground electric cables, telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Property.

4.4.10 As disclosed in this Agreement, the Promoter has presently contemplated to develop the aforesaid adjoining land and other lands adjacent/adjoining to the said Property and/or Larger Property (hereinafter referred to as “**Adjoining Properties**”). The Promoter shall also be entitled to/required to club/amalgamate the development of the said Property/ Larger Property (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the Property/Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may in its sole discretion deem fit,-

- (i) Amalgamate schemes of development, land plates, lands, land composition and land mix,
- (ii) Float FSI/TDR from the Larger Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property and undertake consequent construction, development, sale, marketing and alienation,
- (iii) Provide common access and entry and exit points to the Larger Property (or part thereof) and the Adjoining Properties, which may be

used in common by the allottee/s and/or occupants of apartment/s constructed on the Larger Property (or part thereof) and the Adjoining Properties,

- (iv) The development on/of the Adjoining Properties is still at a concept stage and on the approval of the plans for its redevelopment/development, the Promoter reserves its right(s) to amalgamate the Adjoining Properties with the Larger Property and all references in this Agreement to the said Property / Larger Property shall be construed as references to such amalgamated property unless the context otherwise requires and/or the Promoter shall be entitled to develop/redevelop the Adjoining Properties as a separate independent layout.

4.4.11 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said New Building, Sale Component Amenities, and /or the Larger Property or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.

4.4.12 Subsequent to the Proposed Transfer (defined below) to the Organization and the Other Organizations (defined below) and the Apex Body (defined below) and completion of development of the Larger Property, the Promoter will retain air rights for branding and designation of the Promoter with respect to the development of the Larger Property. The Proposed Transfer to the Organization and the Other Organizations shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the New Building and the right to designate and brand the development of the New Building on the said Property. The Proposed Transfer in favour of Other Organizations and the Apex Body, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights in/upon the Larger Property and the right to designate and brand the overall development of the Larger Property as the brand name the Promoter may deem fit.

4.4.13 The Promoter shall always be entitled to put a hoarding on any part of the New Building and/or the Larger Property including on the terrace and/or on the parapet wall, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Building and/ or on the said Property and/or on the

Larger Property as the case may be. The Promoter shall be entitled to use and allow third parties to use any part of the New Building and/or the said Property and/or the Larger Property respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

4.4.14 The Promoter shall be entitled to designate any spaces/areas on said Property and/or the Larger Property and/or the New Building, or any part thereof (including on the ground, terrace, podiums and basement levels of the New Building) 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 by the allottee/s and/or occupants of the apartment/s 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 in its sole discretion deem fit. 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 by allottee/s and/or occupants of apartment/s in the New Building and/or on the said Property and/or on the Larger Property/on the Adjoining Properties, 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 said New Building and/or Property and/or Larger Property.

4.4.15 It is hereby expressly agreed that the Promoter shall always be entitled to sell any of the apartment/s in the said Project being constructed on the said Property/ Larger Property for the purpose of any non-residential/residential user as may be permitted under applicable laws as amended from time to time or by the concerned authorities and the Allottee/s thereof shall be entitled to the use of the apartment purchased by him/her/they/it accordingly and similarly the Allottee/s shall not object to the use of the such apartment/s in the said New Building/ Larger Property for aforesaid purposes by the respective allottee/s thereof.

4.4.16 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Property and/or the New Building. 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.

4.4.17 It is further agreed that Promoter is entitled to sell or allot or grant for exclusive use on a license or leasehold basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective apartment/s for the exclusive use of the allottee/s of such apartment/s in the Project/New Building and/or the Larger Property. The Promoter may at its sole and absolute discretion, grant license or lease for exclusive use or maintenance in respect of the terrace/s to the allottee/s/occupant/s of the apartment/s that is abutting (or next to) the terrace. The terrace/s if so permitted to be used by the Promoter, shall not be enclosed by the respective allottee/s/occupant/s without the permission in writing obtained from the SRA and all other concerned planning authorities and the Promoter. The Allottee/s hereby give his/her/their no-objection to such rights being retained by the Promoter for such terraces and the Allottee/s shall not object thereto and/or claim any such terraces and/or have/make any other claim in respect of such terraces against the Promoter and/or its nominee/s/allottee/s /transferee/s/ licensee/s.

4.4.18 The name of the development of the said Property and Larger Property shall always be “Paradigm Antalya” and the name of the New Building shall always be “Paradigm Alaya”, and both the names shall not be changed without the prior written permission of the Promoter.

4.4.19 In the event any apartment/s in the New Building are unsold/unallotted/unassigned on execution and registration of the lease/sub-lease/conveyance of the New Building/said Property to Organization/ Apex Body as stated in this Agreement, the Promoter shall continue to be entitled to such unsold apartment/s and to undertake marketing etc. in respect of such unsold apartment/s as stated hereinabove. After the receipt of the Full Occupation Certificate, the Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold apartment/s towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Organization/Apex Body for the sale/allotment or transfer of the unsold apartment/s in the New Building or elsewhere, save and except the

municipal taxes at actuals (levied on the unsold apartment/s).

4.4.20 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the New Building. The Allottee/s is/are aware that the main water/drainage pipes of the New Building may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

4.5 Rights & Entitlements of The Promoter Being Essence of the Contract:

4.5.1 The Allottee/s agree(s) that since the scheme of development of the said Property and/or Larger Property placed before the Allottee/s as disclosed in this Agreement envisages the development of the Larger Property in a phased manner to the full development potential, the Allottee/s has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause and the proposed future and further development of the Larger Property, and the retention of these rights by the Promoter unto itself until completion of development of the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the New Building and/or said Property and/or the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities and the Rehab Buildings/PAP Buildings/s/ AOS, Commercial Sale Component, sale component (as one or more composite building/s) as envisaged by the Promoter under the scheme of development.

4.5.2 The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Property, as provided under the provision to Rule 4(4) of the RERA Rules.

4.5.3 The Promoter has further informed the Allottee/s and the Allottee/s hereby confirms/s and consent/s to the irrevocable, absolute and unfettered right of the

Promoter

Allottee/s

Promoter to retain the perpetual right to develop, re-develop, sub-develop, sell, transfer, assign, give on lease, sub-lease and/or deal with and dispose of in favour of any person/s (a) future rights in respect of the said Property/Larger Property; (b) the balance development potential/rights in respect of the said Property/Larger Property (as per the plans already submitted and/or to be submitted by Promoter from time to time to the SRA or any other concerned authorities and as per the total scheme of development); (c) various rights that may accrue to and over the said Property/Larger Property in the future including additional development potential as recited above; (d) the rights for advertising, signage and hoarding for advertising in the compound, New Building and/or Commercial Sale Component and/or Residential Sale Component and facade of the said Property/Larger Property; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property/Larger Property (the rights referred to in above are hereinafter collectively referred to as “the **Incidental Rights**”).

4.5.4 The Incidental Rights include the right to use the said Property/Larger Property as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA or MCGM and/or any other concerned authorities or available otherwise howsoever which Promoter and/or its nominee/s may be entitled to, from time to time, and at the Promoter’s sole and absolute discretion.

4.5.5 Promoter is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever and the Promoter may in its absolute discretion think fit and proper, from time to time and at Promoter’s entire discretion and convenience, transfer such rights to any person/s. The Allottee/s expressly consent/s and agree/s that the Allottee/s shall not claim any rebate or reduction in the Sale Price in respect of the said Premises and/or any other benefit/right from the Promoter and/or such persons, now and/or in future as a result of any development that may be undertaken either by Promoter and/or its nominee/s and/or person/s.

4.5.6 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the other amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the

Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or sell, transfer, deal with and dispose off all other unsold apartment/s and car parks and portion or portions of the said New Building and/or the said Property/Larger Property including building/s/structures, common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as swimming pool, gardens, club-house proposed to be constructed on the said Property and /or on the Larger Property including New Building and/or Commercial Sale Component and/or Residential Sale Component proposed to be constructed on the said Property, in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person and at the sole discretion of the Promoter. The Allottee/s are aware that the aforesaid recreational facilities proposed to be constructed on the said Property are available for the use and enjoyment of the holders of other sold apartment/s in Residential Sale Component alongwith the Allottee/s.

4.5.7 The Promoter has informed the Allottee/s that there are several amenities which are proposed to be provided by the Promoter on the Larger Property. All the amenities shall be divided between the various sub-phases within the common layout of the Larger Property. The Allottee/s will not insist upon access to amenities on the remaining portion of the Larger Property other than the Residential Sale Component Amenities and the Common Amenities expressly provided in the Agreement. The Allottee/s is aware that the New Building forms part of the Larger Property.

4.5.8 With regards to the Common Amenities as described in *Part I of the Fourth Schedule* and Residential Sale Component Amenities described in *Part II of the Fourth Schedule* hereunder written, it is agreed that the Allottee/s shall only be permitted to use the Common Amenities and the Residential Sale Component Amenities on such terms and conditions as the Promoter may deem fit.

4.5.9 The proposed buildings that are proposed to be constructed on the said Property and the Larger Property may be connected to each other either by basement or by stilt area or by commercial block or by podium, either horizontally connected to each other as horizontal extension to each other with common partition walls or by dead walls as the case may be and Allottee/s has/have no objection or dispute with regards the same.

4.5.10 The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter

may in its sole discretion deem fit on the New Building and on the façade, terrace, compound wall or other part of the New Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

4.5.11 The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the New Building and/or the said Property and/or the Larger Property and in the basement levels of the New Building and/or the said Property and/or Larger Property, 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/s and other allottees of apartment/s and occupants in the New Building and/or other allottees and occupants in the Larger Property. 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. at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.

4.5.12 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 New Building and/or said Property and/or said Larger Property, 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.

4.5.13 The Allottee/s hereby expressly agrees and covenants with the Promoter that in the event of the said New Building and other buildings on the said Property being not ready for use and in the event of the Promoter offering occupation of the said Premises to the Allottee/s then and in that event the Allottee/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Allottee/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason

whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Allottee/s. The Allottee/s hereby consents to the same time being under any law as applicable.

4.5.14 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 said Property and/or said Larger Property and/or on adjoining properties.

4.5.15 All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

5 PAYMENTS:

5.1 Notwithstanding anything contrary contained in this Agreement, it is specifically agreed by and between the Parties that Time for making the payments of the installments of the Sale Price, as mentioned in *Third Schedule* and all other amounts contemplated hereunder, is strictly of the essence of this contract and any 3(three) defaults by the Allottee/s in making the said payment/s shall render this Agreement terminable, at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Allottee/s.

5.2 Without prejudice to the right of the Promoter to charge interest at the Agreed Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) on the Allottee/s committing any 3 (three) defaults of payment of installments of the Sale Price as mentioned in *Third Schedule* and all other amounts contemplated hereunder, the Promoter shall be entitled to at its own option and discretion to terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (“**Default Notice**”), by Courier and/or E-mail and/or Registered Post A.D. at such address provided by the Allottee/s in

the *Second Schedule* of this Agreement, 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/s fail(s) 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 the Agreed Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“**Promoter’s Termination Notice**”), by Courier and/or E-mail and/or Registered Post A.D. at such address provided by the Allottee/s in the *Second Schedule* of this Agreement. On the receipt of the Promoter’s Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On termination and cancellation of this Agreement and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to sell, transfer, deal with and/or dispose off the said Premises in the manner it deems fit and proper.

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5.3 Further upon execution and registration of the deed of cancellation at the costs, charges and expenses of the Allottee/s in respect of the said Premises, handing over the original of this Agreement to the Promoter and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, within a period of thirty days, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges.

5.4 The Allottee/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Promoter/its transferee/s/allotted/s/nominee/s and/or otherwise into/ upon the said Premises, in such an event of termination of this Agreement by the Promoter *PROVIDED HOWEVER THAT* strictly without prejudice to the aforesaid, the Promoter in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement as aforesaid, permit the Allottee/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate (as defined herein) on such outstanding

amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).

- 5.5** In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall, notwithstanding any instructions to the contrary, by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the taxes and statutory dues in relation to the said Premises and/or this Agreement, interest receivable from the Allottee/s in respect of the delayed amounts payable hereunder and thereafter towards the principal amount of the delayed payment. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee/s, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.
- 5.6** The Allottee/s declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure to pay by both and all Allottee/s shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequence jointly as well as severally.
- 5.7** That in case there are joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first in this Agreement and at the address given by him/her/it which shall for all purposes be considered as served upon all the Allottee/s.
- 5.8** In the event of delay and/or default on the part of the Allottee/s in making payment of any interest, GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment. The Allottee/s is also aware that they are liable to pay the applicable GST on the interest (if any) payable to the Promoter by the Allottee/s.
- 5.9** The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.
- 5.10** Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to

Promoter

Allottee/s

apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion deem fit.

5.11 The details of the respective Permanent Account Numbers of the Promoter and the Allottee is/are as more particularly mentioned in the *Second Schedule* hereunder written.

5.12 Loan & Mortgage:

5.12.1 The Allottee/s shall be entitled to avail loan from a nationalised 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 subject to the first charge of the Promoter on the said Premises for the entire Sale Price and all other amounts payable hereunder and subject to the terms herein. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.

5.12.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

5.12.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement. However, such loan should be strictly personal to the Allottee/s and the right of the Promoter to receive the balance Sale Price and other sums as hereunder provided from the Allottee/s, shall override the rights of the financial institution/bank in respect of the loan so availed of by the Allottee/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s. Once the Allottee/s has/have paid the full Sale Price as payable under this Agreement and has/have taken possession of the said Premises, thereafter due to non-payment of the loan by the Allottee/s, the

recourse available to the financial institution would be only against the said Premises and against the Allottee/s personally and not against the said Promoter/ New Building/Property/Larger Property or any one of them or any of the other apartments in the New Building, and not against any other assets/rights of the Promoter. It is clarified that in the event, the Allottee/s defaults in its payment obligation to such lender, the rights of such lender shall be subject to the first charge of the Promoter on the said Premises for the entire Sale Price, tax on sale and transfer of said Premises or, maintenance charges, outgoings and all other amounts payable by the Allottee/s under this Agreement. Further, in the event that this Agreement is cancelled and/ or terminated at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises which may be in their possession. The Allottee/s shall inform and give proper notice to the Organization as and when formed, about the said Premises being so mortgaged and the Promoter shall not be under any obligation to provide such intimation in any manner whatsoever.

5.12.4 In the event of (a) the Allottee/s committing a default of the payment of the installments of the Sale Price as mentioned in the *Third Schedule* herein, and (b) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s at his/her own cost and expenses, shall obtain the necessary letter/no dues certificate from such lender stating that the Allottee/s has/have cleared the mortgage/debt/charge within 15 (fifteen) days from the termination date. On receipt of such letter from the lender, the Allottee/s shall be (subject to what is stated in Clause 5.2 regarding the forfeiture) be entitled to refund only upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, within a period of thirty days, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. In any event, the Promoter shall be entitled to directly pay the amount payable to the Allottee/s lender being financial institution, bank, their employer or such other institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the Promoter (if any) towards the said Premises (paid by the Allottee/s to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Premises. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the installments of the Sale Price as and when due under the terms of this Agreement,

irrespective of the fact that the Allottee/s has / have applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected. All the rights and/or remedies of the Promoter including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

5.12.5 The Allottee/s hereby expressly agrees that so long as the loan and the total Sale Price remain unpaid/outstanding, the Allottee subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial institutions which have advanced such loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee/s to inform the Organization/Apex Body about the lien/charge of such banks/financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

5.12.6 The Allottee/s indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

6 CAR PARKING SPACE/S:

6.1 If any car parking space/s is allotted by the Promoter to the Allottee/s then : (a) the Promoter shall provide to the Allottee/s, permission to park the Allottee/s's own vehicle and for no other purpose whatsoever; (b) the exact location and identification of such car parking space/s will be earmarked by the Promoter only upon completion of the New Building in all respects; (c) the Allottee/s agrees and confirms that the car parking space/s, if allotted under this Agreement, is made available free of charge to the Allottee/s and the Sale Price agreed to be paid under this Agreement is only for the carpet area of the said Premises; and (d) the Allottee/s agree/s that the Promoter shall be entitled to do such earmarking at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces.

6.2 The Allottee/s further agree/s and undertake/s that pursuant to formation and registration of the Organization, and admission of the Allottee/s thereto, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders'

Promoter

Allottee/s

meeting, of the Organization in favour of approving such car parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Organization, for exclusive use thereof, along with rights of transferability in respect thereof.

6.3 The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the car parking space/s by the Promoter and/or the Organization to be formed by all the allottee/s of apartment/s of the Residential Sale Component in the New Building and/or Apex Body of such Organization and shall pay such outgoings in respect of the said parking spaces as may be levied by such Organization/Apex Body to be formed by them.

6.4 The car parking spaces, allotted, if any, shall be provided in the form of an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking in the car parking tower/s which shall be used in common with the occupants of the rehab component and the Commercial Sale Component in the New Building and the allottee/s of the Residential Sale Component and other allottee/s and occupants of the Larger Property wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular allottee/s and/or occupant of apartment/s in the New Building and the Larger Property and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”) and the Allottee/s has/have no objection with respect to the same. The Allottee/s is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any place in the New Building and/or said Property and/or Larger Property save and except as earmarked by the Promoter. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall alongwith the occupants of the Rehab Component and the Commercial Sale Component and other allottee/s of the Residential Sale Component and allottee/s and occupants of the Larger Property, proportionately bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such

Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising to the Promoter or the Organization, as the case may be.

7 ALLOTTEE/S' RIGHTS AND ENTITLEMENTS:

7.1 Possession of the Premises:

7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the statutory authorities for the said Premises by the date as more particularly mentioned in the *Second Schedule* hereunder written with an additional grace period of 12 (twelve) months (“**Completion Date**”) and provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the New Building / Project is delayed on account of any or all of the following factors:-

- (i) Any force majeure event including War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earth Quake, Act of God, any calamity by nature affecting the regular development of the New Building;
- (ii) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court affecting the regular development of the New Building;
- (iii) Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc. affecting the regular development of the New Building and/or the Larger Property;
- (iv) Delay in providing basic amenities like water, electricity, drainage system etc. by the local body;
- (v) If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said New Building or;
- (vi) If any matters, issued relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or
- (vii) Any delay attributed towards confirmation of deletion of the said D.P. Road and its re-alignment in the final D.P Remark with respect to the Larger Property;
- (viii) Any delay attributed towards obtaining of revised approved layout in respect of the Larger Property vis-à-vis deletion of the D.P Road.
- (ix) Any other circumstances that may be deemed reasonable by the Real Estate Regulatory Authority established under Section 20(1) of RERA.
- (x) Any calamity, epidemics, pandemics or any infectious diseases (including

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COVID-19 and all its variants and offshoots) that result in slowing down of work and construction, manpower issues, slowing down of approvals and permissions or any other causes/reasons that affects the Project/and/or the New Building and/or the Larger Property .

7.1.1.1 In such event, the date of handover of possession of the said Premises shall be extended to the extent of loss of time.

7.1.2 The date of delivery of possession of the said Premises shall be the Completion Date or such extended date of delivery of possession by RERA authorities from the Completion Date or such further extended date of possession on account of events as stipulated in Clause [7.1.1] hereinabove and even after extension of the date of possession due to the events as stated in the preceding Clause, if the Promoter fails to give possession of the said Premises or license to enter the said Premises to the Allottee/s, then and only in such an event, the Allottee/s shall at its own discretion be entitled either (i) to continue with the arrangement as recorded in this Agreement and receive amount to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Sale Price that is till then paid by the Allottee/s to the Promoter and received by the Promoter, from the extended date of delivery of possession till the date of offer of possession of the said Premises by the Promoter to the Allottee/s; or in the alternative (ii) to give notice to the Promoter, thereby terminating this Agreement, in which event, the Promoter shall refund to the Allottee/s the amount of Sale Price (save and except any taxes, levies, charges, stamp duty, registration fees, brokerage, cost of any white good/s, commodity, gift or facility provided free of cost, as an by way of promotional activity to the Allottee/s, etc. or any other amounts, that may have been paid by the Allottee/s) till then received by the Promoter from the Allottee/s hereunder together with interest at the Agreed Interest Rate from the date of extended date of delivery of possession of the said Premises till the date of refund thereof to the Allottee/s. It is clarified that the Promoter shall not be liable to pay or refund to the Allottee/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause are applicable then in such an event, if the Allottee/s once exercises the option to continue with this Agreement (and not to terminate it), then the Allottee/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Premises. Save and except as provided in this Clause, the Allottee/s shall not be entitled to withdraw from this Agreement or terminate this Agreement.

7.1.3 The refund to be made to the Allottee/s pursuant to Clause [7.1.2] shall be made by the Promoter to the Allottee/s within a period of 30 (thirty) days from the date when the Allottee/s terminate/s this Agreement/s as per Clause [7.1.2] hereinabove. In case of termination by the Allottee/s as provided in Clause [7.1.2], upon the aforesaid

payment/s being made by the Promoter to the Allottee/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Promoter shall be at liberty to sell, transfer and dispose of the said Premises and/or create third party rights therein in favour of any other person/s at such purchase price and upon such terms and conditions as the Promoter may deem fit and proper, in the Promoter's sole and absolute discretion, without any reference and/or recourse to the Allottee/s. However, it is clarified that refund to be made to the Allottee/s pursuant to Clause [7.1.2] hereinabove shall be provided that the Allottee/s executes a Deed of Cancellation in respect of the said Premises with the Promoter and admits execution of such Deed of Cancellation before the concerned sub-registrar of assurances at the costs and expenses of the Allottee/s and hand over of originals of all the documents executed in respect of the said Premises including the Agreement for Sale, to the Promoter. It is clarified that in case of termination by the Allottee/s as provided in Clause [7.1.2], in the event if the Promoter finds a willing buyer/purchaser to acquire the said Premises prior to the refund to the Allottee/s under this Clause, then the Promoter shall be entitled to sell the said Premises to such new buyer/purchaser but the Allottee/s shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Allottee/s under this Clause.

7.2 Further, in case of the refund to be made to the Allottee/s pursuant to Clause [7.1.2] then it has been expressly agreed that in those cases where the Allottee/s have obtained a loan against the said Premises pursuant to the Promoter written consent, then in such event the Promoter shall first refund the amount outstanding and payable to the lender of the Allottee/s in respect of the said Premises and thereafter the balance amount only shall be refunded to the Allottee/s. It is expressly agreed that upon such termination by the Promoter, the Allottee/s shall have no right, title, interest, demand, claim or lien over the said Premises and the Car Parking Space(s) (allotted to the Allottee/s, if any) of any nature whatsoever.

7.3 Within 7 (seven) days of the obtainment of the Occupation Certificate of the said Premises from the concerned authorities, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter under this Agreement or by the Organization. Post 15 (fifteen) days of the date mentioned in the Possession Notice, the Allottee/s 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/maintenance charges in respect of the Project/New Building, Organization formation charges, share application charges, corpus fund as determined by the Promoter at the time of delivery of possession of the said Premises, other taxes of every nature, or such other levies by the statutory

authorities or other concerned local authority and all other expenses necessary and incidental to the management and maintenance of the Project/New Building. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the entire Sale Price and all other amounts due and payable in terms of this Agreement. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice. The Allottee/s shall be liable to pay holding charges being an amount of Rs. 30/- (Rupees Thirty only) per sq. ft of the carpet area of the said Premises per month from the date of Possession Notice till such time the Allottee/s takes the possession of the said Premises, in addition to all balance consideration and the charges payable as mentioned herein. Nevertheless, to mention that, it shall be deemed that the Allottee/s have/has taken the possession of the said Premises from the expiry of the 15th day of the date mentioned in the Possession Notice, to offer possession of the said Premises and the Allottee/s shall alone be responsible/liable in respect of any loss and/or damage that may be caused to the said Premises from the expiry of 15th day of the date mentioned in the Possession Notice.

7.4 Until the said Allottee/s is/are admitted as members of the Organizations, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. At the time of handing over possession of the said Premises, the Allottee/s shall pay to the Promoter the sums as set out in *Sixth Schedule* hereunder written alongwith the corpus fund as determined by the Promoter and interest earned whereon shall be utilized by the Promoter/Organization/Apex Body for maintenance and management of the infrastructure, common area and facilities such as lights, car parking spaces, storm water drains, drainage system, sewerage, water tank, gardens, security etc. In case it is so required the corpus may also be used by Promoter/Organization/Apex Body at their discretion for any other purpose. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest. The share application money of the Organization, entrance fees, maintenance amounts (post deducting expenses incurred by the Promoter for maintenance of the New Building) mentioned in the *Sixth Schedule* hereunder written alongwith the corpus fund shall be handed over by the Promoter to the Organization, (without any interest, if any), at the time of handover. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of the Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges, etc.

7.5 Before delivery of possession or grant of license to enter the said Premises to the Allottee/s, the Allottee/s shall inspect the said Premises (including the size thereof)

Promoter

Allottee/s

and the Internal Fittings and Fixtures provided therein; and thereafter the Allottee/s will have no claim whatsoever and howsoever arising against the Promoter with regard to any shortfall in size or the construction of the said Premises or the provision of the Internal Fittings and Fixtures therein.

- 7.6** It is expressly agreed that the said Premises shall contain specifications, fixtures, fittings, and amenities as set out in *Fifth Schedule* hereto (hereinafter referred to as “**the Internal Fittings and Fixtures**”) and the Allottee/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Premises.
- 7.7** The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the Sale Price either on account of such change/substitution of such Internal Fittings and Fixtures or on the Promoter providing bare shell/raw flat to the Allottee/s at his/her/its written request.
- 7.8** In the event, if the Allottee/s decide/s to avail any additional internal fittings and fixtures (over and above the Internal Fittings and Fixtures as mentioned in *Fifth Schedule* hereto) and/or requires the Promoter to carry out internal changes in the said Premises, the Allottee/s further agrees to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST, Service Tax, VAT and all other indirect taxes thereon to the Promoter such further amounts for the same as may be mutually decided between the Parties. Such sum shall be over and above the Sale Price and other amounts payable by the Allottee/s to the Promoter hereunder.
- 7.9** In case of the construction work or development of New Building is delayed due to more than 20% of the Allottee/s not paying their installment(s) or dues on their respective due dates, then the Allottee/s herein will not hold the Promoter responsible or liable for delay in delivery of possession of the said Premises.
- 7.10** The Promoter shall not put the Allottee/s in possession of the said Premises unless and until:
- 7.10.1** The Allottee/s has/have paid the entire Sale Price as provided in the *Second Schedule* hereto and has/have also paid all other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Premises to the Promoter, as set out in this Agreement.
- 7.10.2** The Promoter has received the Occupation/Occupancy Certificate from the SRA or other concerned authorities in relation to the said Premises.
- 7.11** After completion of construction of the New Building and only after receipt of the entire Sale Price and all other amounts due and payable in terms of this Agreement,

the Promoter may at its discretion permit the Allottee/s to enter upon the said Premises, limited for the purpose of carrying out fit out works/interior works of non-structural nature like installation of fixture and furniture in the said Premises at the request of and at the entire risks and costs of the Allottee/s. The Allottee/s acknowledge/s that the Promoter shall not be obliged to permit the Allottee/s to enter upon the said Premises under any circumstances and such permission may or may not be granted entirely at the sole discretion of the Promoter. The Allottee/s further acknowledge/s that at such stage the Occupation/Occupancy Certificate in respect of the Project may not have been received by the Promoter from the MCGM / SRA or any other concerned authorities and at such stage the said Premises may not be capable of being occupied by the Allottee/s. The Allottee/s agree/s and undertake/s that in the event so permitted to enter upon the said Premises to carry out the said fit out works as contemplated in this Clause, the Allottee/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Allottee/s further agree/s and undertake/s that in the event if the Allottee/s is/are so permitted to enter upon the said Premises to carry out the said fit out works/interior works as contemplated in this Clause, then in such an event, the Allottee/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Allottee/s so entering upon the said Premises shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter from time to time. Under no circumstances, shall the Allottee/s carry out any structural alterations of any nature whatsoever in or around the said Premises and/or the car parking spaces/s (allotted, if any). The Allottee/s acknowledge/s that Promoter shall not be liable and/or responsible for untoward incident that may occur by virtue of the Allottee/s being permitted to carry out the fit out works or to enter upon the said Premises as contemplated in this Clause.

- 7.12** The Allottee/s has/have also agreed and hereby undertake/s that prior to commencing any fit out or interior works or interior works (post receipt of occupation certificate) in respect of the said Premises, the Allottee/s shall for the due adherence and performance with the terms and conditions of the Fit-out Guidelines (as may be drawn up by the Promoter containing the guidelines for carrying out the fit-out works/interior works in the said Premises in the Project) keep deposited with the Promoter such sum as may be decided by the Promoter at the relevant time, as and by way of an interest free refundable security deposit and which amount shall be refunded by the Promoter to the Allottee/s on completion of the fit out works and/or interior works of the said Premises. In the event, if the Allottee/s commit/s any breach/es of the terms and conditions of the Fit Out Guidelines or cause/s any damage or nuisance to the said Premises and/or other apartment/s and/or Project and/or any Common Amenities and/or Residential Component Amenities Rehab &

Commercial Component Amenities therein and/or in any adjoining apartment/s to the said Premises, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such interest free refundable security deposit for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Allottee/s to the said Premises and/or New Building and/or any Common Amenities and/or Residential Sale Component Amenities, Rehab & Commercial Component Amenities therein and/or in any adjoining apartments, exceeds the interest free refundable security deposit, the Allottee/s shall on demand, forthwith pay such additional amount. The Allottee/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount within 7 (seven) days from the date of such demand by the Promoter on any ground whatsoever and howsoever arising.

7.13 Upon possession of the said Premises being offered to the Allottee/s, he/she/they shall be entitled to use and occupy the said Premises for residential purpose only and for no other purpose whatsoever unless otherwise specifically stated herein. Upon the Allottee/s taking possession of the said Premises or being granted a license to enter the said Premises, he/she/they shall have no claim against the Promoter in respect of any item of work in the said Premises, which may be alleged not to have been carried out or completed. In the event, if the Allottee/s commit/s any breach/es of the terms and conditions of the Fit Out Guidelines or cause/s any damage or nuisance to the said Premises and/or other apartment/s and/or New Building and/or any Common Amenities and/or Residential Sale Component Amenities Rehab & Commercial Component Amenities therein and/or in any adjoining apartment/s to the said Premises, post receipt of possession of the said Premises, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from the interest free refundable security deposit (deposited with the Promoter as per Clause 7.12 hereinabove) for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Allottee/s to said Premises and/or the New Building and/or any Common Amenities and or Residential Sale Component Amenities and/or Rehab & Commercial Component Amenities therein and/or in any adjoining apartment/s, exceeds the interest free refundable security deposit, the Allottee/s shall on demand, forthwith pay such additional amount. The Allottee/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount on any ground whatsoever and howsoever arising.

7.14 The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to happening of the factors

as stated in Clause 7.1.1 of this Agreement or on account of defaults by the Allottee/s.

- 7.15** If the structures/buildings in New Building or any part thereof gets damaged on account of the force majeure or for any reason whatsoever after the completion thereof then the loss incurred due to such damage will be fully sustained by the Allottee/s along with the other allottee/s and/or occupants of the structure so damaged and the Promoter shall not be liable or responsible for any such damage.
- 7.16** If the Car Parking Space(s) or any part thereof constructed or being constructed in the car parking tower/s/ New Building gets demolished or gets damaged during the course of construction and/or after the completion thereof on account of the force majeure or for any reason whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee/s along with the other allottee/s of the structure so damaged or demolished and the Promoter shall not be responsible for any such damage or demolition.
- 7.17** Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities and/or interior works in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs and / or interior works in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said New Building and the Common Amenities and Rehab & Commercial Component Amenities and Residential Sale Component Amenities, etc., and/or any neighboring apartment/s in the said Project/the New Building and/or the equipment's installed therein and subject to the debris being completely removed from the said Project, the New Building and/or the Larger Property.
- 7.18** Upon receiving the Possession Notice from the Promoter as per Clause 7.3 above, the Allottee/s shall take possession of the said Premises from the Promoter, within a period of fifteen days from the date of such offer of possession, 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/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.3 above, such Allottee/s 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.

7.19 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the *Sixth Schedule* hereunder written with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the *Sixth Schedule* hereunder to the bank account of the Promoter, as detailed in the *Second Schedule* hereunder written or such other account as per the details provided by the Promoter. For the purposes of this Clause, the expression “Promoter” includes its nominee/s.

7.20 Common Areas Facilities & Amenities:

7.20.1 The common areas, facilities and amenities in the New Building for Residential Sale Component, Commercial Sale Component and Rehab Component are listed in *Part I of the Fourth Schedule* hereunder written.

7.20.2 The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartment/s in the New Building as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartment/s in the New Building and to the exclusion of other allottee/s and occupants in the New Building (“**Limited Areas and Facilities**”). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s in the said Premises and appurtenant to the said Premises. The Allottee/s agree(s) to not use the Limited Areas and Facilities identified for other allottee/s and/or occupants nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s of the said Project in the New Building and/or the usage thereof.

7.20.3 The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Residential Sale Component Amenities as listed in *Part II of the Fourth Schedule* hereunder written in common with other allottee/s in the Residential Sale Component of the Project and also the common areas, facilities amenities in the New Building are listed in *Part I of the Fourth Schedule* hereunder written, in common with other allottee/s and occupants in the New Building and the Promoter and its contractors, workmen, agents, employees, personnel and consultants, including the car parking space/s. The Allottee/s is/are also aware that the Promoter shall designate certain common area, facilities and amenities in Larger Property which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the remaining portion of Larger Property and shall not be available to the Allottee/s or

Promoter

Allottee/s

any other allottees/occupants of apartment/s in the New Building.

7.20.4 The Allottee/s is/are aware that the Promoter may appoint a common professional Facility Management Company (hereinafter referred to as “the **FMC**”) for the maintenance of the New Building, Residential Sale Component Amenities and Rehab & Commercial Sale Component Amenities. The Allottee/s along with the other allottee/s/purchasers/holders/occupants of the apartment/s in the New Building, shall be entitled to avail of the services to be provided or arranged by or through the FMC for such period and at a cost or charges that may be fixed between the Promoter and the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the allottee/s/purchasers/holders/occupants of the apartment/s in the New Building. These common costs shall be shared by all such allottee/s/purchasers/holders/occupants of the apartment/s in the New Building on pro-rata basis determined by the Promoter, which determination shall be binding on the Allottee/s.

7.20.5 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.20.6 It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

7.20.7 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.

7.21 Transfer of the said Premises:

7.21.1 The Allottee/s shall be entitled to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement only after the expiry of a period of 36 (thirty-six) months from the date of execution and registration hereof and only after obtaining the prior written permission of the Promoter in that behalf, the same being subject to payment of the entire amount of Sale Price due, if any, and all other dues payable by the Allottee/s to the Promoter under this Agreement.

7.21.2 In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same *PROVIDED HOWEVER* that such

transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

8 COVENANTS OF THE ALLOTTEE:

- 8.1** The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the said Premises and other apartment/s may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the said Project, the New Building and the Larger Property, for maintaining the value of the said Project, the New Building and the Larger Property, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:
- 8.1.1** Not to do or suffer to be done anything in or to the said Premises and/or Project, the New Building, Rehab & Commercial Component Amenities, Residential Sale Component Amenities, Limited Areas and Facilities which may be against the rules, regulations or bye-laws of the concerned authorities and/or change/alter or make addition in or to the said Premises and/or Project, the New Building or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Project and the New Building.
- 8.1.2** Not to raise any objection to the Promoter completing the construction of the New Building (including additional buildings and/or floors on the said Property) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.
- 8.1.3** Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Project and/or the New Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Project and/or the New Building.
- 8.1.4** Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Organization with respect to the use and occupation of the said Premises.
- 8.1.5** Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the said Project and the New Building.

- 8.1.6** Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Project and the New Building.
- 8.1.7** Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 8.1.8** To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Project and the New Building.
- 8.1.9** Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 8.1.10** Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Project and the New Building and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, external façade, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the said Project and/or the New Building or do any act to affect the FSI/development potential of the Larger Property.
- 8.1.11** Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Project and the New Building on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in this Agreement shall immediately cease and the Allottee/s/the Organization/the Other Organizations'/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 8.1.12** To maintain the aesthetics of the said Project and the New Building and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the said Project, the New Building, the Larger Property, the Allottee/s agree and covenant as follows:
- 8.1.12.1** Not to affix any fixtures or grills on the exterior of the said Project/the New Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter. Not to install a window air-conditioner within or outside the said Premises save and except in the slot provided by

the Promoter for the same.

- 8.1.12.2** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Property and the said Project/the New Building. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost.
- 8.1.12.3** Not to at any time cause or permit any public or private nuisance or to use the loud speaker, not to butcher animals, use explosives, etc. in or upon the said Premises, the said Project, the New Building or the Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants/allottee/s of New Building/Larger Property/the Property or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the said Project, the New Building, the said Property or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the said Project/the New Building/the Property/the Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the said Project/the New Building/the Property/the Larger Property and or the lifts installed in the said Project/the New Building.
- 8.1.12.4** Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the said Project and/ or the New Building and/or the said Property and/or open spaces nor litter or permit any littering in the New Building and/or the said Property and/or in the Rehab & Commercial Sale Component Amenities and/or Residential Sale Component Amenities and/or in or around the said Premises. The Allottee/s shall at his/her/their own cost and expense make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the said Project and/or the New Building and/or the said Property and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- 8.1.12.5** Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage said Project and/or the New Building and/or the said Property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for

providing facilities in said Project and/or the New Building and/or the said Property. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in said Project and/or the New Building and/or the said Property.

8.1.12.6 Not to display/permit to be displayed at any place in/upon the said Project and/or the New Building and/or the said Property and/or the Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building and/or the said Property and/or common area therein or in any other place or on the window, doors and corridors of the said Property and/or the New Building.

8.1.12.7 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises prior and/to or post receipt of possession of the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the said the said Property and/or the New Building/Larger Property. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub- clause mentioned hereinabove then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 20,000/- (Rupees Twenty Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottees/s' cost, such

fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

- 8.1.13** Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager and/or by the Organization and/or the Apex Body, for the purpose of maintenance and up-keep of the said Property and/or the Project and/or the New Building and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye- laws for the time being of the concerned authority and of government and other public bodies.
- 8.1.14** Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Organization or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the said Property and/or said Project and/or the New Building and the apartment/s therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Organization or the Apex Body regarding the occupation and use of the said Premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- 8.1.15** Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents to the access, ingress and egress into and upon the said Property including the said Project, the New Building, the Rehab & Commercial Sale Component Amenities, Residential Sale Component Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc. or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.
- 8.1.16** Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Project and/or the New Building and/or the said Property which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining apartment/s or the neighbourhood provided always that the Allottee/s shall not hold the Promoter liable and/or responsible to for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants and/or

allottee/s of the adjoining apartment/s of the said Project and/or the New Building and/or the said Property.

- 8.1.17** Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Project/the New Building and/or the said Property.
- 8.1.18** Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- 8.1.19** Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Project/the New Building/said Property or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever.
- 8.1.20** Not to park at any other place and shall park all cars in the car parking space/s (allotted to the Allottee/s, if any) only as may be permitted/allotted by the Promoter in New Building.
- 8.1.21** Shall cause the Organization to paint the said Project at least once in every 5 (five) years maintaining the original colour scheme even after the Proposed Transfer of New Building in favour of the Organization and the sale component comprised in the remaining portion of the Larger Property in favour of the Apex Body and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Project and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co- operation, assistance and facilities for the same.
- 8.1.22** Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces in New Building and/or the said Property.
- 8.1.23** Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

- 8.1.24** Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the said Property, the said Project and the New Building and/or the security thereof or of the aesthetics and ambience of the said Project/the New Building/ the said Property, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.
- 8.1.25** Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other apartment/s in the New Building or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- 8.1.26** Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.
- 8.1.27** Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- 8.1.28** Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- 8.1.29** Not to do or permit to be done any act or thing which may render void or voidable any insurance (if any) of the said Property, the said Project and the New Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 8.1.30** If any allottee/s/occupants in the New Building including the Allottee/s make any internal structural/non-structural changes to any apartment/s in the said Project, the New Building including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 8.1.31** The Allottee/s agree(s) and covenant(s) that the common areas and amenities to be constructed and developed on the Larger Property shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit and shall not be available to the Allottee/s or any other allottees/occupants of apartment/s in the New Building and that the Allottee/s shall not be entitled to use and enjoy the same.
- 8.1.32** The Allottee/s agree(s) and covenant(s) that the entry and exit points and access from the said Property/New Building/Project to the Larger Property, as may be reflected in the approved layout in respect to the Larger Property, shall be in common to all

allottee/s, users and occupants in the Larger Property including all buildings, towers and structures proposed to be constructed thereon. The Allottee/s agree(s) and covenant(s) not to object to such common entry and exit points and access at any point of time and/or demand any access and/or entry/exit point exclusively for himself/herself/themselves in the Larger Property and/or any part thereof including the said Property, New Building and the Project.

- 8.1.33** The Allottee/s hereby agree(s) and covenant(s) that the Promoter is entitled to obtain a revised approved layout with regards to any change/amendment/modification/deletion (including deletion of the D.P. Road) on/in any portion of the Larger Property which includes the said Property, New Building and the Project and hereby grants his/her/their irrevocable and unconditional no-objection in respect of the same and every part thereof.
- 8.1.34** The Allottee/s agree(s) and covenant(s) that the Allottee/s shall have no right, title and interest in the common areas and amenities forming part of the remaining portion of Larger Property including all buildings, towers and structures thereon and that the Allottee/s shall not and/or cause the Organization to claim any sole right(s), title, interest with respect to the same.
- 8.1.35** The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the New Building/ the said Property and the remaining portions of the Larger Property and the Allottee/s hereby consent(s) to the same.
- 8.1.36** It is expressly agreed, by and between the Promoter and the Allottee/s that the said Premises is sold to the Allottee/s for use as more particularly set out in the *Second Schedule* only save and except as provided herein; and that it shall be utilized by the Allottee/s for the purpose for which it is sold to the Allottee/s and for no other purpose or purposes whatsoever and howsoever arising. The Allottee/s agree/s not to change the user of the said Premises, without prior written consent in writing of the Promoter and the concerned authorities.
- 8.1.37** The Allottee/s agrees that inspection of the said Premises will be allowed only after the Allottee/s has paid entire consideration and other dues under this Agreement to the Promoter and only after receipt of occupancy permissions in respect of the said Premises.
- 8.1.38** The Allottee/s at his/her/their own costs along with the other allottee/s in the Residential Sale Component would co-operate with Promoter in formation of the Organization and shall join in as member/s thereof; and shall also co-operate with the Promoter in formation of the Apex Body.
- 8.1.39** The Allottee/s acknowledges that the Promoter shall be entitled to construct additional building/s or wings/s on the said Property and/or Larger Property and the Allottee/s agree/s, confirm/s and declare/s that her/she/they shall not raise any objection on any account or any reason whatsoever in respect of the same and shall

as and when called upon by the Promoter, sign and execute any application, affidavit, undertaking, consent and/or any other writing/s as may be required for approval of additional construction beyond what is presently approved for the said the New Building.

8.1.40 It is agreed, confirmed and covenanted by the Allottee/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Project and/or the said Property and/or the said New Building and/or the said Larger Property and/or get the said Property and/or the Larger Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Allottee/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Allottee/s shall not be entitled to, nor shall he/she/they demand sub-division of the said Property/ Larger Property/ or be entitled to any FSI exceeding the FSI used and consumed in the New Building out of any FSI available now or in future and that the Allottee/s and/or the said Organization and/or Apex Body shall not be entitled to put up any further or additional construction on the said New Building exceeding the FSI consumed therein at the time of lease or conveyance to be executed in favour of Organization / Apex Body or for any reason whatsoever and shall not demand that a compound wall be constructed around the New Building.

9 EVENTS OF DEFAULT:

9.1 If one or more of the events or circumstances set out in Clause 9.2 (“**Event of Default**”) hereinbelow, shall have occurred, then the Promoter shall call upon the Allottee/s by way of a written notice (“**Rectification Notice**”) to rectify the same within a period of 15 (fifteen) days from the date thereof (“**Cure Period**”). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default (“**Default**”).

9.2 The following events shall be construed as an Event of Default, -

9.2.1 If the Allottee/s delay/s or commit/s default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.3 above;

9.2.3 If the Allottee/s commit/s breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/they in this Agreement (including in Clause 8 (*Covenants of the Allottee/s*) above and/or any other writings and/or the terms and conditions of layout, LOI, IOA, CC, Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

Promoter

Allottee/s

- 9.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
- 9.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 9.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- 9.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- 9.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
- 9.2.9 If the Sale Price and all other amounts due and payable under this Agreement is paid to the Promoter from the proceeds of money laundering and/or ill-gotten monies and/or illegitimate monies;
- 9.2.10 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering and/or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- 9.2.11 If any of the aforesaid have been suppressed by the Allottee/s and/or if the Allottee/s has made any misrepresentation to the Promoter.
- 9.2.12 If the Allottee/s makes any structural changes such as breaking of any beams/walls, or chisel, any structural members in any manner whatsoever of the said New Building.

9.3 Consequences of Default:

- 9.3.1 On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to terminate this Agreement. Upon the termination and cancellation of this Agreement and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money. Further upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or any part thereof and the Promoter shall be entitled to sell, transfer, deal with and/or dispose off the said Premises in the manner it deems fit and proper. Further upon execution and registration of the deed of cancellation at the costs, charges and expenses of the Allottee/s in respect of the said Premises, handing over the original of this Agreement to the Promoter and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee/s and receipt of the sale price thereon, the Promoter shall refund to the Allottee/s, within a period of thirty days the balance amount, if any, after adjusting the (i)

Earnest Money, (ii) the balance amount if any, of the paid-up Sale Price and (iii) after deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges.

9.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

10 FORMATION OF THE ORGANIZATION AND OTHER ORGANIZATIONS

10.1 Formation of the Organization and Other Organizations:

10.1.1 The Promoter shall at its sole discretion and at the cost and expenses of the allottee/s of the apartment/s in the Residential Sale Component and/or New Building, submit application for registration of separate and independent or common co-operative society/ies as may be permissible under the applicable law for the time being in force under the Maharashtra Co-operative Societies Act 1960 or Apartment Owners Association/Condominium under Maharashtra Apartment Ownership Act 1970 or Limited Company under the Companies Act, 2013 in respect of said Residential Sale Component and/or the New Building as the Promoter may decide (such co-operative society/s or condominiums or limited company comprising of holders of apartment/s shall hereinafter be referred to as the “**said Organization**”).

10.1.2 The Allottee/s shall, join in forming the said Organization.

10.1.3 For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Organization and for becoming a member thereof, including the bye-laws of the Organization and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Organization. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Organization, as may be required by the Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the requisite registers to be filled up, including deletion and substitution of the Allottee/s/other allottees in the Project consequent to sale and transfer of the said Premises/their respective apartment/s, and the Allottee/s shall not object to the same.

10.1.4 The name of the Organization shall be solely decided by the Promoter and as per Rule 9(1) (i) of the Rules, the application for registration of the Organization shall

be made within three months from the date on which fifty-one percent of the total number of allottee/s in the Residential Sale Component and/or New Building have booked their apartments.

- 10.1.5** The Organization shall admit all allottee/s of apartment/s in the Residential Sale Component and/or New Building (as may be decided by the Promoter) as members, in accordance with its bye-laws and applicable laws.
- 10.1.6** The Promoter shall be entitled, but not obliged to, join as a member of the Organization in respect of unsold apartment/s in the New Building, if any.
- 10.1.7** The Promoter shall at its sole discretion and at the cost and expenses of the purchaser/s of the apartment/s in the other building/s constructed, proposed to be constructed on the remaining portions of the Larger Property (i.e. other than the said Property), submit similar applications for registration of separate co-operative society/s under the Maharashtra Co-operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act or Limited Company in respect of other building/s to be known by such other name as the Promoter may decide (such co-operative society/s or condominiums or limited company comprising of holders of apartment/s (“**Other Organizations**”).
- 10.1.8** The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Organization 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 Organization and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.
- 10.1.9** As and when the Organization is formed in terms of the applicable laws and if by then all the apartment/s and car parking space(s) are not allotted by the Promoter, then the Promoter in the New Building shall be entitled to hold/retain such unsold apartment/s and car parking space(s) in its name not as member(s) of the Organization but as the absolute owners thereof and it shall not be subject to or be governed by the bye/laws, rules or regulations including the tenancy or regulations of the Organization and the Promoter shall have unqualified, unfettered and unrestricted rights and authority to sell, transfer and dispose or lease or license such unsold apartment/s and car parking space(s) which are not allotted/licensed, to any person, of the Promoter's choice and the Organization and/or its members being the Allottee/s of the apartment/s in the New Building, shall not object to any such sale or disposal or lease or license by the Promoter nor shall it or they refuse to enroll the Allottee(s) of such unsold apartment/s and car parking space(s) which are not licensed from the Promoter, as members thereof. It is further clarified that for allotment/sale of such unsold apartment/s and

allotted of car parking space/s, the Promoter shall not be liable to take any permission/consent of the Organization/Apex Body (if any). Apartment/s remaining unsold and car parking space(s) which are not allotted/licensed on the date of execution of the Deed of Lease/Deed of Sub-Lease in favour of the Organization / Other Organisations / Apex Body (if any) then the Promoter shall be at liberty and be entitled to allow such unsold apartment/s and car parking space(s) which are not licensed to be used by any person of its choice on leave and license basis and/or on rental basis or under the "Time Share Scheme or Service Apartments Scheme" and/or Airbnb and/or such other similar schemes pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Allottee(s) and/or Organization of the Allottee(s). The Allottee(s) shall not be entitled to object to the same for the period of such use and occupation of such unsold apartment/s and car parking spaces(s) by the Promoter through such persons. The Promoter shall not pay to the Organization any actual outgoings and sinking fund contribution due in respect thereof and shall not be liable to contribute any amount towards any account non-occupancy charges or for any other fund provided for under the bye-laws, rules and regulations or resolutions of the Organization, including after handover of the building/s/ New Building and Residential Sale Component to the Organization in respect of those apartment/s which are unsold / unoccupied by the Promoter.

10.2 Alterations of Unsold apartment/s.

10.2.1 The Promoter shall have right, without any approval of any allottee(s) in the said New Building/ Project to make any alterations, additions, improvements or repairs, interior work or exterior work, ordinary or extra ordinary in relation to any unsold apartment/s within the New Building/ Project and the Allottee(s) agrees not to raise objections or make any claims on this account.

10.2.2 The Promoter hereby reserve the right to allow telecommunication companies to use the terrace of the New Building in such manner, as it may deem fit and proper including installation of their machinery, etc. The said right shall continue to subsist even after execution of lease/sub-lease/ transfer in favor of the Organization and/or to the Apex Body as the case may be. If any municipal rates, taxes, cesses, assessments are imposed on the said Project/ New Building due to such installations of machinery by telecommunication companies put up on the open spaces or terraces or any other portion of the said Property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by way of purchase consideration, rent/compensation/fees or in any other form received from tele-communication companies or from any one on account of installation of any machinery as aforesaid at any time hereafter. The Allottee/s will not

object to the same for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said New Building/ Project, the terrace and any other open spaces in the said New Building/ Project for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery, installations, the advertisement hoardings etc. The Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Allottee(s) and/or the Organization shall not raise any objection thereto.

11 CLUBBING OF SCHEMES :

11.1 The Promoter shall be entitled to club/amalgamate the slum scheme sanctioned in respect of the said Property/ Larger Property with any other slum scheme and/or rehabilitate the slum dwellers of the other scheme in the building(s) or otherwise proposed to be constructed on the said Property/Larger Property. In such an event the Allottee/s acknowledge/s and confirm/s do hereby declare, agree and confirm that the FSI/TDR which may be available/generated on account of such clubbing/amalgamation of the slum schemes or otherwise shall absolutely and exclusively belong to and be available to the Promoter and the Promoter shall have good right, full power and absolute and unfettered authority to:

11.1.1 the FSI for constructing any new and additional on any part of the layout of the said Property/ Larger Property and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and the TDR generated from the same; and

11.1.2 sell/transfer the TDR, if any generated from such scheme/amalgamation/clubbing, in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof; and

11.1.3 sell/alienate the apartment/s constructed thereon to third party/ies and appropriate the sale price thereof, without any recourse/claim from the Allottee/s either individually or through the Organization /Apex Body.

11.2 The Allottee/s hereby grants its no-objection to the Promoter to amalgamate/merge the layout/development of the said Property/ Larger Property with any other adjacent property and/or amalgamate the present scheme with any other scheme and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Property/ Larger Property along with the amalgamated plot/s as a single layout scheme. The Promoter shall be entitled to provide access from/through the said Property/Larger Property to such amalgamated plot or otherwise. The location, area, size and extent of such access shall be as may be decided by the Promoter at its absolute discretion. The Allottee/s shall not raise any objection to or dispute such amalgamation with the said Property/Larger Property by the Promoter.

Promoter

Allottee/s

12 CONFERMENT OF TITLE TO THE ORGANIZATION/OTHER ORGANIZATIONS:

- 12.1** Upon the completion of the last wing/tower of the last building on the Larger Property in all respects and after receipt of Occupation/Completion Certificate in respect of the last tower/wing of the last building on the Larger Property and after formation of all the Organization and Other Organizations, the Promoter shall make the requisite applications to the concerned authorities including MHADA/ SRA to execute in favour of the Organization and Other Organizations lease/s or sub-leases (in case MHADA/SRA execute the lease in favour of the Promoter) of identified portions of the Larger Property, or, of proportionate undivided right, title and interest in the portion of the Larger Property excluding the Building No.3 Property and the internal roads and any other areas to be deducted as identified by the Promoter. At the same time, the Promoter shall apply to MHADA/SRA and other competent authorities for conferment of title by way of sale/lease or otherwise of the respective buildings/towers/wings on the Larger Property in favour of the Organisation and Other Organisations. The conferment of title and transfers proposed and envisaged under this Clause are hereinafter collectively referred to as “**the Proposed Transfer**”.
- 12.2** It has been expressly explained to the Allottee/s that the Promoter has a very limited role to play in the Proposed Transfer and that the same shall be finally effected by MHADA/SRA and other competent authorities in the manner as may be in vogue at the time and as per the prevailing policy and Applicable Law. For the purpose of conferment of title to the Larger Property/portions thereof, the Allottee/s is aware that MHADA/SRA and other competent authorities may require portions of the Larger Property to be sub-divided and the Allottee/s expressly consents to the same.
- 12.3** In case MHADA/SRA and other competent authorities require a federation of societies to be formed by the Organisation and Other Organisations for the purpose of conferment of title to the Larger Property/portions thereof (“**Apex Body**”), the same shall be duly formed and the title to the Larger Property/portions thereof shall be conferred to the Apex Body and not to the Organisation and Other Organisations and the Allottee/s expressly agrees and accepts the same. Within three months from the date of formation of Apex Body, the Promoter shall make the requisite applications to the concerned authorities including MHADA/ SRA and cause them to execute the Proposed Transfer in favour of the Apex Body in accordance with the applicable laws.
- 12.4** The name of Organization shall be solely decided by the Promoter. It is clarified that Promoter is not the owner of the said Property and does not have or hold the rights

Promoter

Allottee/s

to convey or grant the Proposed Transfer in respect of the said Residential Sale Component in favour of the Organization and accordingly, it is clarified that the only obligation of the Promoter in this regard shall be to make the requisite applications to the concerned authorities and to cause and make reasonable endeavours for execution of the Proposed Transfer as aforesaid in favour of the Organization. The Proposed Transfer and the instruments in relation thereto shall be in accordance with the provisions of the DCPR and the policies pertaining to the redevelopment schemes therein, as may be adopted from time to time by the SRA/MHADA/Government of Maharashtra. All the costs, charges and expenses, penalties, value added tax, service tax, GST and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Proposed Transfer shall be borne and paid by the Allottee/s, Organization; and the Promoter shall not be liable to bear and pay any amounts towards the same. It is agreed that one month prior to the execution of agreements/documents in favour of the Organization, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, if any, on the execution of such documents/instruments for effectuating the Proposed Transfer. The Allottee/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents, etc.

- 12.5** The Allottee/s has/have understood the aforesaid scheme as envisaged by the Promoter regarding the Proposed Transfer; and the Allottee/s hereby agree/s and undertake/s with the Promoter that the Allottee/s shall never hold the Promoter responsible or liable if the concerned authorities do not execute or approve the lease deed for the Proposed Transfer or any other document of transfer in respect of the Project and/or other building/s in New Building and/or the land underneath thereto in favour of the Organization. Moreover, the execution of the documents for effectuating the Proposed Transfer shall be subject to such terms and conditions as may be prescribed by the SRA, MHADA, MCGM and/or any other concerned authorities and/or the Government and the Promoter shall be entitled to sub-divide the said Property (if required) from the balance portion of the Larger Property and the Allottee/s hereby agree/s and undertake/s that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.
- 12.6** The Promoter shall at its discretion be entitled to give/grant right of way/access or other easementary rights to any building/structure within the said Property or in the vicinity of the said Property/Larger Property or in favour of any other person/s over or through the said Property/Larger Property or any part thereof and the Promoter shall be entitled to sign, execute and register the deed or agreement of grant of right

Promoter

Allottee/s

of way or other easement, as the case may be and all types of agreements and writings as they may deem fit and proper without there being any claim/recourse/objection from the Allottee/s either individually or through the Organization and the Allottee/s hereby grants his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Promoter shall be binding on the Allottee/s and the Other Organizations or the Apex Body (as the case may be). The Promoter shall execute and register similar documents for the Proposed Transfer to the Other Organizations to be formed by the allottee/s in each building of the sale component to be constructed on the remaining portion of the Larger Property (“**Other Organizations’ Proposed Transfer**”).

12.7 Formation of the Apex Body:

12.7.1 The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the Promoter propose to form an Apex Body of the Organization and Other Organizations as per RERA. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Co-operative Societies Act 1960 OR a company which shall be incorporated under the provisions of the Companies Act 2013 or any other organization as per the sole discretion of the Promoter.

12.7.2 The Allottee/s shall make his/her/their contribution as may from time to time be required to be made to the Organization formed for the purpose of the said New Building and the Project in which the said Premises is agreed to be allotted for enabling such Organization to pay its contribution to the Apex Body for the aforesaid purpose.

12.7.3 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 towards the same.

12.8 Lease/Sub-Lease to the Apex Body:

12.8.1 It is clarified that the designated recreation ground areas, the clubhouse and swimming pool forming part of the said Property (not being part of the Organization/Other Organizations’) shall form a part of the Proposed Transfer only to the Apex Body and the Allottee/s shall not and/or cause the Organization to claim any right(s), title, interest with respect to the same.

12.8.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and

registration charges, with respect to the Proposed Transfer to the Apex Body and the transaction contemplated thereby, 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 towards the same.

12.8.3 Neither the Apex Body nor the Organization/Other Organizations shall ever claim and/or demand for partition or the sub-division of the Larger Property or any part thereof.

12.9 Formation of Association: -

12.9.1 For the purpose of convenience and day to day management of the affairs of the New Building comprising of the Rehab Component and the Residential Sale Component and the Commercial Sale Component, the Promoter may form an association of persons between the Organization that will be formed by the Allottee(s) and other allottee(s) of the Project alongwith the organization/ society the Rehab Component which shall be for the sole purpose of administrating and regularizing the entire affairs of the New Building and the scope of work of such association of persons shall be more particularly defined in the deed of association of persons to be executed between the above two organizations i.e. the Organization that will be formed by the Allottee(s) and other allottee(s) of the Project alongwith the organization/ society of the rehab component (“**Association**”). The Promoter shall be entitled to dispense with the Association in case a single Organization is formed for the New Building in which the occupants in the Rehab Component and the allottees in Residential Sale Component and Commercial Sale Component are members.

12.9.2 The Allottee/s, alongwith and other allottee(s) of the Project agrees and undertakes that pursuant to the formation and registration of the Organization and admission of the Allottee/s thereto, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholder’s meeting of the Organization in favour of approving the draft of the deed of association of persons to be executed between both the two organizations i.e. the Organization that will be formed by the Allottee(s) and other allottee(s) of the Project alongwith the organization/ society of the Rehab Component and shall also authroise the concerned managing committee members or the board of directors as the case may be to sign and execute such deed of association of persons for and on behalf of the two organizations i.e. the Organization that will be formed by the Allottee(s) and other allottee(s) of the Project alongwith the organization/ society of the rehab component.

12.9.3 The Allottee/s will be bound to abide with the rules and regulations as may be framed under the said deed of association of persons to be formed by the above

referred two organizations i.e. the Organization that will be formed by the Allottee(s) and other allottee(s) of the Project alongwith the organization/ society of the Rehab Component and shall be bound to adhere to the rules and regulations framed therein in its true spirit.

13 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

13.1 The Allottee/s represent/s and warrant/s to the Promoter that: -

- 13.1.1** He/she/it/they/is/are entitled to and not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 13.1.2** He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 13.1.3** No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/their/its assets and/or properties;
- 13.1.4** None of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- 13.1.5** No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- 13.1.6** No execution or other similar process is issued and/or levied against him/her/them/it and/or against any of his/her/their/its assets and properties;
- 13.1.7** He/she/it/they has/have not compounded payment with his/her/their/its creditors;
- 13.1.8** He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 13.1.9** He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the New Building and/or Larger Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 13.1.10** He/she/it has not indulged into any activity or offence relating to money laundering; and
- 13.1.11** No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.

13.2 The representations and warranties stated in this Clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

14 SATISFACTION ON TITLE:

- 14.1** The Allottee/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove through their Advocates/ Solicitors and has/have fully satisfied himself/ herself/ themselves about the entitlement of the Promoter to redevelop the said Property/New Building/Project in the manner set out in this Agreement; as well as to construct/develop the said Property/New Building including the construction of the Project and other building/s on the said Property and to enter into this Agreement; and the Allottee/s shall not be entitled to further investigate the entitlement of the Promoter and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.
- 14.2** The Allottee/s has/have also taken inspection of the Building Approvals in respect of the said Property/New Building including orders and approved plans and undertakings given by the Promoter to the SRA and the MCGM and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Allottee/s by the Promoter under the provisions of RERA, RERA Rules and the provisions of MOFA and MOFA Rules and the Allottee/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.
- 14.3** The Allottee/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter from the SRA inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Promoter to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the New Building/Project is completed; and the Allottee/s has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Premises.

15 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 15.1** The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Report on Title: -
- 15.1.1** The Promoter is entitled to develop the said Property and/or the said Larger Property and construct the New Building and other building/s/ wing/s and /or structures thereon and sell the premises therein;

Promoter

Allottee/s

- 15.1.2** 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 Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 15.1.3** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 15.1.4** The Promoter is entitled to seek amendment of the presently approved layout of the Larger Property for any reason whatsoever including deletion of the D.P. Road, upon receipt of confirmation of deletion of the said D.P. Road in the final D.P. Remarks to be issued in respect of the Larger Property.

16 DEFECT LIABILITY:

- 16.1** If within a period of 5 (five) years from the date of issuance of occupancy permissions by statutory authorities in respect of the said Premises, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the New Building 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/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) 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 default and/or negligence of the Allottee/s and/or any other allottees of the adjoining apartment/s in the New Building and/or other allottee/s of New Building and/or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the New Building and/or the Larger Property. The Allottee/s is/are aware that the said New Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural membranes or the construction of any new wall or structural member may adversely impact the said New Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Organization/ the Association/ the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 16.2** The Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises and in specific any alteration to the structure of the Project, which shall include but not limited to alteration to columns, and beams of the Project. The

Allottee/s shall not make any alterations to any of the fittings, pipes, water supply connections or any erection or make any alteration in the bathroom, toilet or kitchen of the said Premises, which may result in leakage and/or seepage of the water. If any of such work is carried out, without the written consent of the Promoter, then the defect liability of the Promoter shall automatically become inoperative. The word “defect” herein shall mean only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter, and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said Premises /New Building/ Project by the Allottee/s or other occupants/allottee/s of New Building;

- 16.3** The Allottee/s shall be responsible to maintain the said Premises in a proper manner and take all due care needed including but not limited to taking of due care of the joints in the tiles installed in the said Premises by regularly filling white cement/epoxy therein, so as to prevent water seepage;
- 16.4** Where the manufacturer’s warranty as shown by the Promoter to the Allottee/s expires before the Defect Liability Period and such warranty is covered under the maintenance of the said Premises / New Building and if the annual maintenance contracts are not renewed by the Allottee/s/ Organization, then the Promoter shall not be responsible for any such defects occurring during the Defect Liability Period;
- 16.5** The Allottee/s has/have been made aware and that the Allottee/s expressly agree that the regular wear and tear of the said Premises / New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;
- 16.6** It is expressly agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used in the said Premises / New Building, keeping in mind the aforesaid agreed sub-clauses 16.1 to 16.5 of this Agreement.
- 16.7** The Allottee/s agrees and acknowledges that the Promoter is/are providing equipment /systems /electronic appliances /sanitary wares /sanitary fittings/doors/fenestrations/ hardware as mentioned in the list of Internal Fittings and Fixtures in this Agreement. The Allottee/s is aware that the Promoter is/are not the manufacturer of these systems of equipment/systems/electronic appliances/sanitary wares/sanitary fittings/doors/fenestrations/ hardware. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment /systems/electronic

appliances/sanitary wares/sanitary fittings/doors/fenestrations/ hardware. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these systems/appliances.

16.8 The Allottee/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the apartment/s of the said New Building in respect whereof, the Allottee/s of such other apartment/s in New Building, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

16.9 In case of leakage from wall due to monsoon, same shall be rectified by the Promoter within one month of the completion of first monsoon from the date of offer of delivery of possession of the said Premises. Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of offer of delivery of possession of the said Premises.

17 NOMINEE:

17.1 The Allottee/s hereby nominate/s the person identified in the *Second Schedule* hereunder written (“**said Nominee**”) as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s 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/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.

17.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or done by the Nominee.

Promoter

Allottee/s

18 INDEMNITY:

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

19 CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

19.1 any reference to any statute or statutory provision shall include:

19.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

19.1.2 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.

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

19.3 any references to the masculine, the feminine and/or the neuter shall include each other;

19.4 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

19.5 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

19.6 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

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

19.7.1 an individual, firm, partnership, trust, joint venture, company, corporation, body

corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

19.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

20 NOTICE:

20.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier and/or Registered Post A.D and/or notified Email ID/Under Certificate of Posting and/or hand delivery at their respective addresses as specified in this Agreement and/or the *Second Schedule* hereunder written.

20.2 It shall be the duty of the Allottee/s to inform Promoter of any change in the postal and/or email address subsequent to the execution of this Agreement in the above address by Registered Post A.D. within a period of seven days from the date of such change of address failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

21 COSTS & EXPENSES:

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty on the approved carpet area as per RERA, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and on this Agreement and on the transaction contemplated herein.

22 ENTIRE AGREEMENT:

22.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show apartment constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not

Promoter

Allottee/s

be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s (allotted to the Allottee/s, if any) between the parties hereto.

22.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.

22.3 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 and/or of the said Property and/or New Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces in New Building, will remain the property of the Promoter until the building/s / structure/s in New Building is conveyed/leased to the Organization/Apex Body and until the said Property is conveyed/leased to the Apex Body as hereinbefore mentioned.

23 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/s who has taken or agreed to take such said Premises.

24 WAIVER:

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

25 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable

Promoter

Allottee/s

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.

26 METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottee/s in New Building/Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other apartment/s/areas/spaces in the New Building/Project.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

28.1 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/s, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

28.2 The Allottee/s 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.

29 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.

Promoter

Allottee/s

30 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.

31 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.

32 RIGHT TO AMEND:

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

33 PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S

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 New Building and/or the said Project and/or the said Property, shall equally be applicable to and enforceable against any subsequent allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Being description of the said Property being constructed and developed on a portion of the Larger Property)

A portion of land admeasuring 1726.35 square meters or thereabouts and which forms a part of the Larger Property and marked in blue colour hatched lines on the layout plan (not to scale), annexed as **Annexure 'I'**, bearing CTS No.446 C/2 (part) of Village Oshiwara, Taluka Andheri, situated at Relief Road, Jogeshwari (West), Mumbai-400 102, in the Registration Sub District of Mumbai and bounded as follows:

On or towards North: Internal Road
On or towards East: CTS. No. 445;
On or towards West: Rehab Building;
On or towards South: Internal Road.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of certain terms and expressions)

| Sr. No. | Terms and Expressions | Meaning |
|---------|---|---|
| 1. | Said Premises | Residential Premises No. [●] on the [●] floor, of “[●]” Wing, situated in the Residential Sale Component in the New Building known as ‘Paradigm Alaya’ (forming a part of Project registered under MahaRERA as “Paradigm Antalya”). |
| 2. | Carpet area of the said Premises as per RERA in square metres (sq.mts.) | [●] sq.mts |
| 3. | Sale Price | Rs. [●]/- (Rupees [●] Only) |
| 5. | Bank Account of the Promoter | [●] |
| 6. | Car parking space/s | Allotted / Not Allotted |
| 7. | Number of Car Parking Spaces/s allotted | One/ Two/ Not Applicable |
| 8. | Completion Date | 30 th June, 2027 subject to terms of this Agreement. |
| 9. | Said Nominee | Name: [●] Relationship with Allottee/s: [●] Address of Nominee: [●] |
| 10. | Contact Details | Allottee/s email address: [●] Allottee/s phone number: [●] |
| 11. | Aadhar Card Number. | Allottee/s No.1: [●] Allottee/s No. 2: [●] |
| 11, | PAN | Promoter’s PAN: AAICG1291L Allottee/s No.1 PAN: [●] Allottee/s No. 2 PAN [●] |

Commented [F4]: CRM and Sales team please confirm

Promoter

Allottee/s

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Schedule of Payment of the Sale Price as payable by the Allottee/s)

DRAFT

Promoter

Allottee/s

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THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

PART – I – Common Amenities

(Being description of the common areas, facilities and amenities of the New Building)

- 1) Underground domestic water tank
- 2) Underground flushing water tank
- 3) Underground fire-fighting tank
Sewerage Treatment Plant
- 4) DG Set
- 5) Electric Sub Station
- 6) Mechanized car parking

PART – II – Residential Sale Component Amenities

(Being description of the common areas, facilities and amenities of Residential Sale

Component in the New Building)

- 1) Grand Entrance Lobby;
- 2) Designer lift lobby on each floor;
- 3) Elevators;
- 4) Gymnasium;
- 5) Indoor games room;
- 6) Swimming Pool

PART – III – Rehab & Commercial Sale Component Amenities

(Being description of the common areas, facilities and amenities of Rehab and

Commercial Sale Component in the New Building)

- 1) Elevators,
- 2) Escalators and
- 3) Electric meter room

Commented [F5]: Devang bhai please re-confirm

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(Being description of the Internal Fittings and Fixtures in the said Premises)

Commented [F6]: Devang bahi please re-confirm

| Sr No | Details of Internal Fittings and Fixtures |
|-------|--|
| 1. | Vitrified tile flooring and skirting for living, dining, kitchen and all bedrooms. |
| 2. | Anti-skid Vitrified/ceramic tiles for bathroom flooring and dado. |
| 3. | Granite Kitchen Platform with stainless steel sink. |
| 4. | Vitrified/ceramic tiles dado 2 feet high above kitchen platform. |
| 5. | Anodized aluminium windows. |
| 6. | Concealed plumbing in all toilet. |
| 7. | Branded sanitary wares. |

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| | |
|-----|---|
| 8. | Branded C.P. sanitary fittings. |
| 9. | Concealed copper wiring and circuit breakers. |
| 10. | Branded electrical switches.. |
| 11. | POP finish on walls in entire apartment. |
| 12. | Premium Quality Paint. |
| 13. | Laminated flush door. |

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:

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

Commented [F7]: CRM and Sales team to confirm if any other amount is to be mentioned here.

| Sr. No | Particulars | Amount (Rs.) |
|---------------|--|-------------------------|
| 1 | Share application money of the Organization | 520/- |
| 2 | Entrance Fees of Organization (per Allottee) | 100/- |
| 3 | Provisional maintenance charges calculated @ Rs. 15/- (Rupees Fifteen only) per square feet of the carpet area of the said Premises for 18 (eighteen) months in advance (taxes to be paid separately by the Allottee/s as per applicable laws) | ● |
| 4 | Proportionate contribution for formation and registration of the Organization | /- |
| 5. | Corpus Amount | /- |

SIGNATURE PAGE FOLLOWS

Promoter

Allottee/s

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED AND DELIVERED by the)
withinnamed "**Promoter**")
Gajaanan Property Developers Private Limited)
through its Authorized Signatory/s)
Mr. _____)
authorized vide Board Resolution)
dated 30th September, 2022)
in the presence of)

1.

2.

SIGNED AND DELIVERED by the)
withinnamed "**Allottee/s**")
1) «name_1»)
2)«name_2_no»)

in the presence of...)

1.

2.

Promoter

Allottee/s

Draft for discussion purpose only

RECEIPT

RECEIVED of and from the within named Allottee/s a sum of **Rs.** _____/- (**Rupees** _____ **Only**) as part payment out of the total Sale Price of **Rs.** _____/- (**Rupees** _____ **Only**) (as per the Second Schedule hereinabove written) on execution hereof for the purchase of the said Premises bearing no. _____ on _____ floor “_____” Wing, of ‘Paradigm Alaya’ (as mentioned in the Second Schedule herein) in the following manner:

| Sr.No. | Date | Cheque No. | Bank Details | Amount (Rs.) |
|--------------|------|------------|--------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | |

WE SAY RECEIVED

For **Gajaanan Property Developers Private Limited**

Mr. _____

Authorised Signatory/s

Witnesses:

- 1.
- 2.

Promoter

Allottee/s